

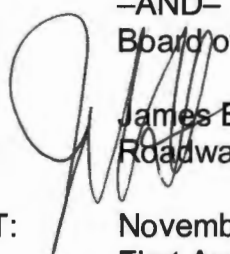


## Interoffice Memorandum

## AGENDA ITEM

October 23, 2017

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

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

SUBJECT: November 14, 2017 – Consent Item  
First Amendment to Amended and Restated Road Impact  
Fee Agreement Vineland Pointe Planned Development  
(Vineland Avenue)

The Roadway Agreement Committee has reviewed a First Amendment to Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development ("First Amendment") by and among Vineland Pointe Owner LLC, Pride Homes of Vineland, LLC, and Orange County to amend the terms of the Amended and Restated Road Impact Fee Agreement approved by the Board of County Commissioners on December 13, 2016, and recorded at Document #20160653429. The Amended and Restated Agreement provides for the construction by the developer of the widening of Vineland Avenue north of SR 535. The First Amendment updates key provisions regarding the County's review and approval of the roadway design and the timing of the funding and completion of road construction relative to development activity within the Vineland Pointe PD. The First Amendment modifies Section 9 of the original Agreement to allow for the permitting of vertical development and receipt of certificates of occupancy within Phase 1 and Phase 2 of the project in the event that construction of the road improvements has not commenced. In that event, funds must be escrowed by the developer to include the estimated construction cost of the improvements including contingencies.

The Roadway Agreement Committee approved the First Amendment on October 11, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

Page Two

November 14, 2017 – Consent Item

First Amendment to Amended and Restated Road Impact

Fee Agreement Vineland Pointe Planned Development (Vineland Avenue)

If you have any questions, please feel free to contact me at 407-836-5610.

**ACTION REQUESTED: Approval and execution of First Amendment to Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) by and among Vineland Pointe Owner LLC, Pride Homes of Vineland, LLC, and Orange County to amend the terms of the Amended and Restated Road Impact Fee Agreement approved by the Board of County Commissioners on December 13, 2016. District 1**

JEH/HEGB:rep

Attachment

**PREPARED BY AND RETURN TO:**

**Gregory D. Lee, Esq.**  
**Baker Hostetler LLP**  
**200 S. Orange Ave, Suite 2300**  
**Orlando, Florida 32801**

Tax Parcel I.D. No(s):   14-24-28-0000-00-00006  
                                  14-24-28-0000-00-00016  
                                  14-24-28-0000-00-00020  
                                  14-24-28-0000-00-00021  
                                  14-24-28-4796-01-000

**FIRST AMENDMENT TO AMENDED AND RESTATED  
ROAD IMPACT FEE AGREEMENT**

**VINELAND POINTE PLANNED DEVELOPMENT**

**(VINELAND AVENUE)**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT** (the “**First Amendment**”), is effective as of the latest date of execution by the parties hereto (the “**Effective Date**”) and is made and entered into by and among **VINELAND POINTE OWNER LLC**, a Delaware limited liability company (“**VPO**”), whose address is 535 Madison Avenue, 6<sup>th</sup> Floor, New York, New York 10022, **PRIDE HOMES OF VINELAND, LLC**, a Florida Limited Liability Company (“**Pride Homes**”), whose address is c/o Carlos M. Garcia, 12448 SW 127<sup>th</sup> Avenue, Miami, Florida 33186-6596, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“**County**”). VPO, Pride Homes, and County are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WITNESSETH:**

WHEREAS, an affiliate of Carter Vineland Pointe, LLLP, a Florida limited liability partnership (“Carter”), and County entered into that certain Road Impact Fee Agreement dated November 9, 2004, and recorded November 16, 2004, at Official Records Book 7703, Page 1210, Public Records of Orange County, Florida (the “Original Agreement”); which was amended and restated through that certain Amended and Restated Road Impact Fee Agreement dated December 13, 2016, and recorded December 16, 2016, in the Public Records of Orange County, Florida under Official Document No. 20160653429 (the “Amended and Restated Agreement”);

WHEREAS, Carter conveyed a portion of the Property described in the Original Agreement to Pride Homes, such portion being more particularly described in the attached and incorporated Exhibit “A” (the “Pride Homes Parcel”);

WHEREAS, Carter conveyed the remaining portion of the Property described in the Original Agreement to VPO, such portion being more particularly described in the attached and incorporated Exhibit “B” (the “VPO Parcel”); and

WHEREAS, on April 12, 2017, County approved that certain Vineland Pointe PD/Vineland Pointe DP (DP 16-09-336), which established a development program for the VPO Parcel and the Pride Homes Parcel in three (3) separate phases of development, which include the following: phase 1 being a 33.5 acre site comprised of 680 townhome/multi-family units and 50,000 square feet of tourist commercial; phase 2 being a 39.33 acre site comprised of 317,000 square feet of tourist commercial/245 hotel rooms; and phase 3 being a 32.7 acre site comprised of 263,000 square feet of tourist commercial (with all phases being subject to non-substantial adjustments and modifications) as well as a development plan specific to the VPO Parcel including 444,100 square feet of commercial retail development also in three (3) phases with phase 1 being

comprised of 216,800 square feet of retail ("Phase 1"); phase 2 including 111,300 square feet of retail ("Phase 2"); and phase 3 including 116,000 square feet of retail ("Phase 3") (with all phases being subject to non-substantial adjustments and modifications) (the "VPO Development Plan"); and

WHEREAS, Phase 3 is legally described in the attached Exhibit "B" in the portion of the legal description of the VPO Parcel following the subheading for Tax ID No. 14-24-28-0000-00-020; and

WHEREAS, the Parties desire to amend certain terms and provisions of the Amended and Restated Agreement as set forth below; and

WHEREAS, unless otherwise defined herein, the capitalized words and phrases used herein shall have the same meanings as set forth in the Amended and Restated Agreement; and

WHEREAS, in all other respects, the original terms of the Amended and Restated Agreement shall remain unchanged and in full force and effect.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Design, Construction, and Funding of Improvements.**

a) Section 4 of the Amended and Restated Agreement is hereby deleted and replaced with the following:

4. Construction of Improvements as Mitigation for Vineland Avenue Impact; Concurrency Compliance. As mitigation for the Project's impacts to Vineland Avenue, the Parties

have agreed that the Constructing Owner will construct the Improvements at its sole expense or provide the Escrowed Funds to County as set forth hereafter in Section 9 of this Agreement. In consideration therefor, the Project shall be deemed in compliance and shall be considered vested and to have satisfied County transportation concurrency requirements for the Project and be entitled to Credits as set forth hereafter in Section 10 of this Agreement. Construction of the Improvements shall occur in accordance with the provisions of Section 6, hereafter.

b) Section 6.4 of the Amended and Restated Agreement is hereby deleted and replaced with the following:

6.4 County Review Process. Construction of the of the Improvements will be reviewed and processed by County as an “E” project in accordance with County policies, procedures, and specifications; provided, however that: (i) per the scope submitted by Constructing Owner and approved by County, Constructing Owner shall conduct a modified preliminary design study (the “**Modified PDS**”) for the Improvements; and (ii) concurrently with conducting the Modified PDS, construction plans for the Improvements will be submitted to the County for review and approval at the 60%, 90%, and 100% stages of completion and upon SFWMD permit application. Constructing Owner shall be responsible for the costs associated with conducting the Modified PDS and there shall be no cost to County for same.

**Section 3. Project Construction.** Section 9 of the Amended and Restated Agreement is hereby amended as follows: (a) the existing first paragraph is hereby deleted and a new first paragraph shall be added as set forth below; and (b) all other portions of Section 9 shall remain as set forth in the Amended and Restated Agreement.

9. Project Construction. County approved the VPO Development Plan and, as a result, site work and infrastructure may commence on the Property. Vertical building construction shall not be commenced on the Property until such time as a construction contract for the Improvements has been executed on terms and conditions and with a general contractor approved by County, together with delivery to County of satisfactory payment and performance bonding identifying County as a dual-obligee. Except as otherwise set forth herein below, provided that construction of the Improvements has commenced and is proceeding in good faith in substantial conformance with the construction contract, or providing that Constructing Owner and County are proceeding in good faith with another alternative set forth below in sub-sections (i)-(iii), Constructing Owner and Non-Constructing Owner shall be permitted to proceed with the receipt of certificates of occupancy for buildings on the Property. Alternatively and at the election of Constructing Owner, vertical building construction may commence on the VPO Property and certificates of occupancy may be issued for Phase 1 and Phase 2 of the VPO Development Plan and the Pride Homes Parcel if Constructing Owner delivers the sum of Four Million and No/100 Dollars (\$4,000,000) (the "Escrowed Funds") to County to be held in a separate non-interest bearing escrow account (the "Escrow Account") and to be administered, distributed, and released as provided herein. The Escrowed Funds represent the current estimated construction costs for the Improvements, including a 10% construction costs contingency as well as a reasonable contingency for costs associated with the acquisition of the ROW Parcels. The reasonable contingency for costs associated with the acquisition of the ROW Parcels is based upon the Improvements being completed as an "E" project in accordance with County policies (as described in Section 6.4 of this Agreement), factoring in Constructing Owner's ongoing discussions with owners of the ROW Parcels, and not as a Capital Improvements Plan Project anticipating County exercise of its right

of eminent domain to acquire ROW Parcels. Engineering and design costs already paid by Constructing Owner shall not be included as part of the Escrowed Funds. County shall confirm receipt of the Escrowed Funds either in writing or by electronic mail to Constructing Owner. Constructing Owner shall be entitled to the release and return of the Escrowed Funds upon written request to County after satisfaction of the conditions and requirements set forth in the first paragraph of Section 6.2 of this Agreement. County shall be entitled to the distribution of the Escrowed Funds in the event that construction of the Improvements has not commenced due solely to the failure to obtain a required ROW Parcel, notwithstanding Constructing Owner's diligent but unsuccessful effort to do so, and County exercises its rights set forth below. Concurrently with the submittal to County of 60% construction plans for the Improvements, Constructing Owner shall also submit a preliminary cost estimate for construction of the Improvements to County for review and approval (the "Preliminary Cost Estimate"). The Preliminary Cost Estimate shall include a 10% construction costs contingency as well as a reasonable contingency for costs associated with the acquisition of the ROW Parcels (subject to the criteria set forth above). Engineering and design costs already paid by Constructing Owner shall not be included as part of the Preliminary Cost Estimate. In the event that the Preliminary Cost Estimate approved by County exceeds the Escrowed Funds, Constructing Owner shall true up the difference in the Escrowed Funds within thirty (30) days following the receipt of written notice from County. Notwithstanding anything in this First Amendment seemingly to the contrary, no certificate(s) of occupancy for any building(s) within Phase 3 of the VPO Development Plan shall be issued until:

- (1) a construction contract for the Improvements has been executed on terms and conditions and with a general contractor approved by County, together with delivery to County of satisfactory payment and performance bonding identifying County as a dual-obligee; (2) the acquisition of all

ROW Parcels has been completed or waived by the County; (3) true up of any Escrowed Funds has taken place (if applicable); and (4) any outstanding costs associated with such true up process due and owing to County by Constructing Owner is paid.

**Section 4. Notice.** Any notice delivered with respect to this First Amendment or the Amended and Restated 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.

As to VPO:                      Vineland Pointe Owner, LLC  
   c/o Peter Bergner  
   535 Madison Avenue, 6<sup>th</sup> Floor  
   New York, New York 10022

With a copy to:              Baker Hostetler, LLP  
   200 S. Orange Avenue, Suite 2300  
   Orlando, Florida 32801  
   Attn: Gregory D. Lee, Esq.

As to Pride Homes:        Pride Homes of Vineland, LLC  
   c/o Carlos M. Garcia  
   12448 SW 127<sup>th</sup> Avenue  
   Miami, Florida 33186-6596

With a copy to:              Holland & Knight  
   701 Brickell Avenue, Suite 3300  
   Miami, Florida 33131  
   Attn: Hugo P. Arza, Esquire  
   Anna Marie Hernandez, Esquire

As to County:                Orange County Administrator  
   P.O. Box 1393

201 S. Rosalind Ave  
Orlando, FL 32802-1393

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

**Section 5. Covenants Running with the Land.** This First Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of VPO and Pride Homes and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 10 of the Amended and Restated Agreement to instruct County to make deductions from Constructing Owner's road impact fee account shall remain with Constructing Owner unless expressly assigned in writing to another by Constructing Owner.

**Section 6. Recordation of First Amendment.** An executed original of this First Amendment shall be recorded, at Constructing Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

**Section 7. Applicable Law.** This First Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 8. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this First Amendment and in the Amended and Restated Agreement.

**Section 9. 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.

**Section 10. Limitation of Remedies.** The Parties expressly agree that the consideration, in part, for each of them entering into this First Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this First Amendment, which remedies shall be the same as for the enforcement of the Amended and Restated Agreement, as set forth in Section 17 of the Amended and Restated Agreement.

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

**Section 11. Amendments.** No amendment, modification, or other change to this First Amendment or the Amended and Restated Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

**Section 12. Counterparts.** This First Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**Section 13. Utilities.** This First Amendment does not address utility requirements. VPO and Pride Homes shall coordinate with the Orange 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

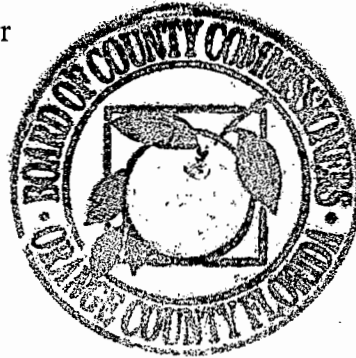
By: *Hil Dalchandan*  
Teresa Jacobs,  
Orange County Mayor

Date: 11.14.17

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

By: *Craig A. Stopyra*  
for Deputy Clerk

Printed name: Craig A. Stopyra



WITNESSES:

VPO

VINELAND POINTE OWNER LLC, a  
Delaware limited liability company

BLOM CARRA  
Print Name: BLOM CARRA  
Jessica Jones  
Print Name: Jessica Jones

By: VINELAND POINTE JV, LLC, a  
Delaware limited liability company

MAUR  
By: William Q. O'Connor, Manager

Date: 10/23/17

STATE OF ~~FLORIDA~~ NEW YORK  
COUNTY OF ~~ORANGE~~ NEW YORK

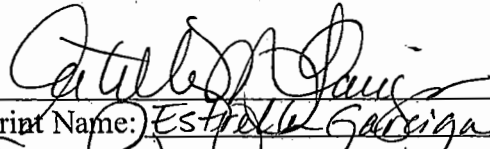
The foregoing instrument was acknowledged before me by William Q. O'Connor, Manager of Vineland Pointe JV, LLC, a Delaware limited liability company, Manager of Vineland Pointe Owner LLC, a Delaware limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 23<sup>rd</sup> day of October, 2017. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

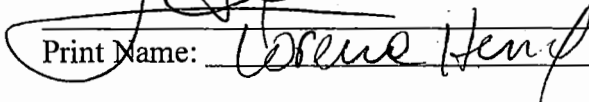
WITNESS my hand and official seal in the County and State last aforesaid this 23<sup>rd</sup> day of October, 2017.

Angela Cotrone  
Notary Public  
Print Name: ANGELA COTRONE  
My Commission Expires: 3/11/18

ANGELA COTRONE  
Notary Public, State of New York  
No. 01C06070998  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 11, 2018

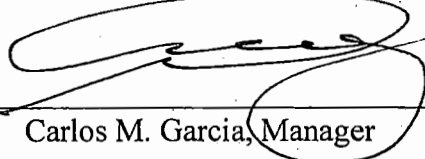
WITNESSES:

  
Print Name: Estrella Garcia

  
Print Name: Lorene Henf

PRIDE HOMES

PRIDE HOMES OF VINELAND, LLC, a  
Florida limited liability company


By:   
Carlos M. Garcia, Manager

Date: 10/31/17

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Carlos M. Garcia, Manager of Pride Homes of Vineland, LLC, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 31 day of October, 2017. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of October, 2017.

  
Notary Public

Print Name: MARISSA SANTANA

My Commission Expires: June 25, 2019



**EXHIBIT "A"**

**PRIDE HOMES PARCEL**

A PORTION OF LOT A, LAKE WILLIS CAMPS AS RECORDED IN PLAT BOOK "Q", PAGE 98 OF THE PUBLIC RECORDS OF ORANGE COUNTY AND PART OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, AS A POINT OF REFERENCE; THENCE RUN N 00°16'02" E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN N 89°52'33" E, ALONG SAID NORTH RIGHT OF WAY LINE, 84.90 FEET TO THE POINT OF BEGINNING; THENCE RUN N 45°05'49" W, 49.76 FEET; THENCE RUN N 00°05'49" W, 91.40 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 51°26'38", A RADIUS OF 1100.00 FEET, AN ARC LENGTH OF 987.65 FEET, A CHORD BEARING OF N 25°49'09" W AND A CHORD DISTANCE OF 954.81 FEET; THENCE RUN N 51°32'28" W, 96.34 FEET; THENCE RUN N 58°46'04" E, 803.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LAKE WILLIS DRIVE AS SHOWN ON THE AFOREMENTIONED PLAT OF LAKE WILLIS CAMPS; THENCE RUN THE FOLLOWING FIVE COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: S 30°33'38" E, 281.29 FEET; THENCE RUN S 33°33'38" E, 194.87 FEET; THENCE RUN S 58°33'38" E, 195.37 FEET; THENCE RUN S 62°30'38" E, 700.25 FEET; THENCE RUN S 75°47'52" E, 31.01 FEET TO THE CENTERLINE OF VACATED EAST ROAD AS SHOWN ON SAID PLAT OF LAKE WILLIS CAMPS; THENCE RUN S 00°26'27" E, ALONG SAID CENTERLINE, 622.63 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN S 89°52'33" W, ALONG SAID NORTH LINE, 1233.96 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**VPO PARCEL**

(Page 1 of 4)

THE FOLLOWING 4 PARCELS:

TAX ID# 14-24-28-0000-00006

A PARCEL OF LAND SITUATED IN SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 14 AS A POINT OF REFERENCE; THENCE RUN N 89°27'15" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, 2028.18 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 75280-2413 AND THE POINT OF BEGINNING; THENCE RUN N 38°38'49" E, ALONG SOUTHERLY RIGHT OF WAY LINE, 1052.32 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 14; THENCE RUN S 00°27'13" W, ALONG SAID EAST LINE, 815.70 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4; THENCE RUN S 89°27'15" W, ALONG SAID NORTH LINE, 348.92 FEET TO THE NORTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF LAKE WILLIS DRIVE; THENCE RUN S 30°22'38" E, ALONG SAID NORTHERLY EXTENSION, 578.96 FEET TO THE SOUTHERLY EXTENSION OF LOT 1, LAKE WILLIS CAMPS AS RECORDED IN PLAT BOOK Q, PAGE 98 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°56'48" E, ALONG SAID SOUTHERLY EXTENSION, 274.71 FEET; THENCE RUN S 89°55'06" E, 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF WILDWOOD AVENUE AS SHOWN ON SAID PLAT OF LAKE WILLIS CAMPS, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 148°15'13", A RADIUS OF 26.40 FEET, AN ARC LENGTH OF 68.31 FEET, A CHORD BEARING OF N 74°20'38" E AND A CHORD DISTANCE OF 50.79 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE WILLIS DRIVE; THENCE RUN S 30°22'38" E, ALONG SAID WEST LINE, 397.69 FEET TO THE NORTH LINE OF THE LAND DESCRIBED IN THAT TRUSTEE'S DEED RECORDED IN OFFICIAL RECORDS BOOK 8028, PAGE 2327 OF THE ORANGE COUNTY PUBLIC RECORDS; THENCE RUN S 58°57'06" W, ALONG SAID NORTH LINE, 801.90 FEET TO THE EAST RIGHT OF WAY LINE OF DARYL CARTER PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9942, PAGE 7288 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID EAST RIGHT OF WAY LINE: (1) N 49°29'41" W, 345.85 FEET; (2) N 38°38'52" E, 23.79 FEET; (3) N 51°21'11" W, 500.00 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 4; THENCE RUN N 38°38'49" E, ALONG SAID SOUTHERLY LINE, 10.00 FEET TO STATE ROAD PARCEL 255R, AS RECORDED IN OFFICIAL RECORDS BOOK 10106, PAGE 3841; THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID PARCEL: (1) S 51°21'11" E, 55.90 FEET; (2) N 38°38'49" E, 390.60 FEET; (3) N 51°21'11" W, 306.00 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 4; THENCE RUN N 38°38'49" E ALONG SAID SOUTHERLY LINE, 627.08 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

(Page 2 of 4)

AND: TAX ID# 14-24-28-0000-00016

COMMENCE AT NORTHEAST CORNER OF THE SW1/4 OF SECTION 14; THENCE S89°27'17"W, 64.05 FEET TO WEST LINE OF LOT 1 LAKE WILLIS CAMPS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "Q", PAGE 98; THENCE S89°27'17"W, 285.3 FEET TO THE POINT OF BEGINNING; THENCE S30°26'58"E, 579.5 FEET TO A SOUTHWESTERLY ANGLE POINT OF SAID LOT 1; THENCE N27°37'45"W, 564.22 FEET TO 1/4 SECTION LINE THENCE S89°27'17"W, 32.02 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

**EXHIBIT "B"**

(Page 3 of 4)

AND:

TAX ID# 14-24-28-0000-00020

LOTS 109 AND 110, MUNGER LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 'E', PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 2-INCH IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 14, SAID CORNER BEING STATION 98+08.61 ON THE CENTERLINE OF STREET 'B' ACCORDING TO THE CONSTRUCTIONS PLANS FOR WILDWOOD AREA ROAD NETWORK AS PREPARED BY KIMLEY-HORN AND ASSOCIATES. INC., (PLANS); THENCE RUN S 88°30'00"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, 1328.73 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE RUN N00°12'45"E, ALONG SAID EAST LINE, 458.87 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF STREET "A" ACCORDING TO THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 9942, PAGE 7288 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°12'45"E, CONTINUING ALONG SAID EAST LINE, 196.27 FEET TO THE SOUTH LINE OF AFORESAID LOTS 109 AND 110; THENCE RUN S 88°44'28" W, ALONG SAID SOUTH LINE, 665.66 FEET TO THE WEST LINE OF SAID LOT 110; THENCE RUN N 00°05'34" E, ALONG SAID WEST LINE, 284.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 400; THENCE RUN N 38°37'35" E, ALONG SAID EASTERLY LINE, 485.07 FEET; THENCE RUN N 88°58'52" E, CONTINUING ALONG SAID EASTERLY LINE, 393.45 FEET TO A LINE 52.96 FEET EAST OF AND PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N 38°37'35" E, ALONG SAID PARALLEL LINE, 230.03 FEET TO A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF STREET "B" AS SHOWN AFORESAID PLANS AND RECORDED IN OFFICIAL RECORDS BOOK 9942, PAGE 7288; THENCE RUN N 51°21'11" W, ALONG SAID PARALLEL LINE, 52.96 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 400; THENCE RUN N 38°38'49" E, ALONG SAID EASTERLY LINE, 15.00 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF STREET "B"; THENCE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH LINE: (1) S 51°21'11" E, 405.37 FEET; (2) N 38°38'49" E, 8.22 FEET; (3) S 53°30'03" E, 184.05 FEET; (4) S 06°21'11" E, 39.75 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE OF PROPOSED STREET "A"; THENCE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID WEST LINE: (1) S 38°40'44" W, 71.70 FEET TO A (2) CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 11°30'32", A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 200.87 FEET, A CHORD BEARING OF S 44°26'00" W AND A CHORD DISTANCE OF 200.53 FEET; (3) S 50°11'16" W, 322.39 FEET TO A (4) CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 32°37'04", A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 335.88 FEET, A CHORD BEARING OF S 33°52'44" W AND A CHORD DISTANCE OF 331.36 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

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AND:

TAX ID# 14-24-28-0000-00021

A PORTION OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA  
BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 2-INCH IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 14, SAID CORNER BEING STATION 98+08.61 ON THE CENTERLINE OF STREET 'B' ACCORDING TO THE CONSTRUCTION PLANS FOR WILDWOOD AREA ROAD NETWORK AS PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC. (PLANS); THENCE RUN N00°05'27"E, ALONG SAID CENTERLINE, 156.62 FEET TO PC STATION 99+65.23; THENCE RUN N89°54'33"W, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF STREET 'B' ACCORDING TO THAT SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 9924, PAGE 7288 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN S00°05'27"W, ALONG SAID WEST LINE, 92.38 FEET; THENCE RUN S45°05'27"W, CONTINUING ALONG SAID WEST LINE, 51.82 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN S88°30'00"W, ALONG SAID NORTH LINE, 1125.38 FEET TO THE EAST RIGHT OF WAY LINE OF STREET 'A' AS SHOWN ON SAID PLANS AND RECORDED IN AFORESAID SPECIAL WARRANTY DEED; THENCE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EAST LINE: (1) N46°30'01"W, 51.16 FEET; (2) N01°30'00"W, 199.72 FEET TO A (3) CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 51°41'16", A RADIUS OF 490.00 FEET, AN ARC LENGTH OF 442.04 FEET, A CHORD BEARING OF N24°20'38"E AND A CHORD DISTANCE OF 427.20 FEET; (4) N50°11'16"E, 322.39 FEET TO A (5) CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 11°30'32", A RADIUS OF 1100.00 FEET, AN ARC LENGTH OF 220.95 FEET, A CHORD BEARING OF N44°26'00"E AND A CHORD DISTANCE OF 220.58 FEET; (6) N38°40'44"E, 85.73 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE OF STREET 'B'; THENCE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID WEST LINE: (1) N83°40'44"E, 43.22 FEET; (2) S55°12'53"E, 51.74 FEET; (3) S51°21'11"E, 142.77 FEET TO A (4) CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 51°26'38", A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 897.87 FEET, A CHORD BEARING OF S25°37'52"E AND A CHORD DISTANCE OF 868.01 FEET TO THE POINT OF BEGINNING