



Interoffice Memorandum

AGENDA ITEM

DATE: March 26, 2018

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: April 10, 2018 — Consent Item
Springhill Planned Development
Adequate Public Facilities Agreement
(Related to Case # CDR-17-05-161)

The Springhill Planned Development (PD) contains 551.77 gross acres, was originally approved on April 9, 2013, and currently provides for 1,334 residential dwelling units and 112,391 square feet of non-residential activity. In addition, the PD provides numerous Adequate Public Facilities (APF) including an elementary school, neighborhood park, fire station, utility tract, and other rights-of-way. The Springhill PD is generally located west of County Road 545 and south of Flamingo Crossings Boulevard.

Through the concurrent PD substantial change, the applicant is seeking to relocate the one-acre APF Utility Tract within Parcel 15 to the Waterleigh PD; remove a note which referenced a .83 acre APF Park within Parcel 42a; add 2.01 acres of the APF stormwater for County Road 545; and update the County Road 545 right-of-way expansion limits. The 0.83 acre APF Park note was removed because it was not a required park and did not meet the minimum acreage for an APF Park. The applicant has updated the APF Agreement to reflect the changes associated with the PD substantial change.

The APF Agreement revision received a recommendation of approval from the Development Review Committee on January 24, 2018, and has been placed on the April 10, 2018 Board consent agenda to be pulled for consideration with the associated PD substantial change request. Upon approval by the Board, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Springhill PD Adequate Public Facilities Agreement and Impact Fee Credit Agreement (Village H) Supplemental Agreement by and between Avalon Properties, LTD.; Lennar Homes, LLC; and Orange County. District 1

JVW/JS:am
Attachments

BCC Mtg. Date: April 10, 2018

Prepared by and after recording return to:
Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801
(407) 835-6956

Tax Parcel I.D. Nos.:
08-24-27-0000-00-005
07-24-27-0000-00-008

**SPRINGHILL PD ADEQUATE PUBLIC FACILITIES
AND IMPACT FEE CREDIT AGREEMENT (VILLAGE H)
SUPPLEMENTAL AGREEMENT**

**THIS SPRINGHILL PD ADEQUATE PUBLIC FACILITIES AND IMPACT FEE
CREDIT AGREEMENT (VILLAGE H) SUPPLEMENTAL AGREEMENT** (this
"Supplemental Agreement"), effective as of the latest day of execution ("Effective Date"), is
made and entered into by and between AVALON PROPERTIES, LTD., a Florida limited
partnership, whose mailing address is 1353 Palmetto Avenue, Suite 101, Winter Park, Florida
32789 ("Avalon"), and LENNAR HOMES, LLC, a Florida limited liability company, whose
mailing address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 ("Lennar")
(collectively, Avalon and Lennar are referred to as the "Owner"), and ORANGE COUNTY, a
charter county and political subdivision of the State of Florida (the "County"), whose mailing
address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-
1393.

RECITALS:

A. WHEREAS, on or about April 9, 2013, Avalon Properties, Ltd., Horizon West
Properties, HAP, Inc. and the County entered into that certain Springhill PD Adequate Public
Facilities and Impact Fee Agreement (the "Agreement") recorded May 30, 2013, in Book 10577,
Page 2071, Public Records of Orange County, Florida;

B. WHEREAS, on or about September 13, 2016, Avalon Properties, Ltd., Lennar
Homes, LLC, Columnar Partnership Holding I, LLC, Spring Grove, LLC, Spring Grove
Properties, LLC and Orange County entered into that certain First Amendment to Springhill PD

Adequate Public Facilities and Impact Fee Credit Agreement (the "First Amendment") recorded September 23, 2016 with Document #20160501648, Public Records of Orange County, Florida (collectively, the Agreement and the First Amendment are referred to as the "Agreement");

C. WHEREAS, Avalon is the owner of that certain tract in the Springhill PD identified by Parcel ID # 08-24-27-0000-00-005 as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Avalon Property") and Lennar is the owner of that certain tract in the Springhill PD identified by Parcel ID # 07-24-27-0000-00-008 as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Lennar Property") (collectively, the Avalon Property and the Lennar Property are referred to as the "Property"), and the revisions to the terms of the Agreement contained in this Supplemental Agreement only impact the Property;

D. WHEREAS, Owner and County agree that (i) the Lift Station Site that was to be conveyed from the Property pursuant to the Agreement will now be conveyed to the County from the Waterleigh PD, (ii) additional APF stormwater for CR 545 will be provided from the Property; and (iii) the Agreement requirement to convey the 0.83 APF Park property will be deleted;

E. WHEREAS, the aforementioned revisions to the Agreement correspond to changes to the Springhill PD and the Waterleigh PD that have been approved by County; and

F. WHEREAS, County and Owner wish to supplement and modify certain provisions of the Agreement, as set forth below.

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 agree as follows:

AGREEMENT

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

2. Defined Terms. Any capitalized terms not defined herein shall have the same definition as in the Agreement.

3. Recital F. Recital F of the Agreement is hereby revised to read as follows (with additional language indicated as underlined and deleted language as ~~struck through~~):

Consistent with Chapter 30, Article XIV, Division 2 of the Orange County Code, the Village H SAP and the Cooperation Agreement, the term “APF Land” as used herein means any portion of the Owner’s land that must be conveyed to the County in order to ensure that adequate public facilities are provided for Village H as a condition of obtaining the required PD zoning approval and proceeding with development of the land uses approved in the Village H SAP. Prior to the County’s approval of the Springhill PD, Section 30-712(2) of the County Code, requires that the County and the Owner address in an agreement the conveyance of (i) the road rights-of-way necessary to serve development with connections to an arterial roadway (the “APF Right-of-Way”); and (ii) an elementary school site (the “School Site”); ~~(iii) a neighborhood park (the “APF Park”); and~~ (iv) ~~a site for a lift station facility (the “Lift Station Site”).~~ This Agreement addresses the conveyance of these public facilities and also addresses conveyance of stormwater areas of sufficient size to serve the APF Right-of-Way (the “Stormwater Areas”). In accordance with Section 30-712(2), the threshold standards of (i) the wastewater treatment and (ii) the utility right-of-way to bring services to Village H will be accommodated through approval of a master utility plan for the Village.

4. Recital G. Recital G of the Agreement is hereby revised to read as follows:

The Village H SAP provides that the total acreage of APF Land required to be dedicated by each owner within Village H, unless otherwise exempt, is calculated in relation to the amount of each owner’s “net developable land” (as such term is defined in the Village H SAP) at a ratio of one (1) acre of APF Land for every 7.6 acres of net developable land in the particular owner’s PD (the “APF Ratio”). The Springhill PD contains ~~189.63~~ 189.36 net developable acres, and the Owners are required to dedicate ~~24.95~~ 24.92 acres of APF Land.

5. Recital I. Recital I of the Agreement is hereby revised to read as follows:

As shown on the PD Land Use Plan for the Springhill PD, and as also described in this Agreement, the Owner will be dedicating to the County approximately ~~30.45~~ 30.49 acres of APF Land (approximately ~~9.89~~ 10.09 acres for APF Right-of-Way, approximately ~~1.73~~ 3.40 acres for Stormwater Areas, approximately 15.00 acres for School Sites, ~~approximately .83 acres for APF Parks, approximately 1.00 acres for an APF Utility Tract, and approximately 2.00 acres for a Fire Station),~~ thereby satisfying the APF Ratio requirements for the Springhill PD and creating approximately ~~5.50~~ 5.57 acres of surplus APF Land, which the County hereby acknowledges as “APF Credits” that are available for sale or transfer to other owners within Village H.

6. Dedication of APF Land by Owner. Section 2.1 of the Agreement is hereby revised as follows:

Section 2.1 APF Right-of-Way. The Owner desires to dedicate, and the
County agrees to accept, land for APF Right-of-Way as follows:

APF LAND TYPE

ACREAGE

Right-of-Way for the
following roads (depicted as
APF Road R-O-W on the
Springhill PD Land Use Plan):

C.R. 545

Approximately ~~1.90~~ 2.10 acres

Internal R-O-W & Bike Trail

Approximately 7.99 acres

It is contemplated by the parties that wider right-of-way than depicted on
the Master PD Land Use Plan may be required in some locations, such as
at intersections, to facilitate traffic movement.

7. Dedication of APF Land by Owner. Section 2.2 of the Agreement is hereby
revised as follows:

Section 2.2 Stormwater Areas. The Owner desires to provide, and the
County agrees to accept, land for Stormwater Areas as follows:

APF LAND TYPE

ACREAGE

~~Stormwater Areas (sufficient to
service all improvements
constructed within the APF
Right-of-Way that abuts the
Property).~~

~~Approximately 1.73 acres~~

CR 545 APF Stormwater

2.01 acres

APF ROW Stormwater
(provided with joint-use
facilities)

1.39 acres

Any Stormwater Areas that are part of the master drainage system and
which service the APF Right-of-Way shall be designed and constructed in
a location mutually acceptable to the County and the Owner. If a
temporary stormwater detention or retention pond location within the
Stormwater Areas ("Temporary Drainage Pond") is desired by the County
prior to construction of the permanent stormwater drainage facilities by
the Owner in accordance with the master drainage plan for the Village H
Master PD, then the County shall be responsible for the cost of

1 construction, installation, and maintenance of the Temporary Drainage
2 Pond. If the Temporary Drainage Pond is to be located within the
3 Property, then the Owner shall provide the County with a Temporary
4 Drainage Pond Easement substantially similar to the form easement
5 attached hereto as Exhibit "B"; provided, however, the Temporary
6 Drainage Pond Easement shall automatically terminate and be of no
7 further force or effect at such time as Owner completes the permanent
8 stormwater drainage facilities on the Property and the County formally
9 accepts said permanent stormwater drainage facilities.

10 The Temporary Drainage Pond shall not be fenced and may be
11 jointly used by the Owner and the County. Such joint use will require a
12 written joint use agreement between the County and the Owner. The
13 Owner may relocate or expand the Temporary Drainage Pond so long as:
14 (i) the relocated or expanded pond provides adequate drainage capacity to
15 replace the volume of drainage accommodated in the Temporary Drainage
16 Pond; (ii) the Owner is responsible for construction and permitting of the
17 relocated or expanded pond; (iii) the Owner is responsible for maintenance
18 of the relocated or expanded pond and all associated stormwater drainage
19 facilities and Owner shall comply with all applicable governmental
20 requirements; and (iv) the Owner grants the County a replacement
21 Temporary Drainage Pond Easement substantially similar to the form
22 easement attached hereto as Exhibit "C", which replacement Temporary
23 Drainage Pond Easement shall expressly provide that the then existing
24 Temporary Drainage Pond Easement shall automatically terminate and be
25 of no further force or effect upon the recording of the replacement
26 Temporary Drainage Pond Easement.

27 8. Dedication of APF Land by Owner. Section 2.3 APF Parks of the Agreement is
28 hereby deleted in its entirety.

29 9. Dedication of APF Land by Owner. Section 2.6 APF Utility Tract of the
30 Agreement is hereby deleted in its entirety.

31 10. Schedule for Conveyance of APF Land. Section 4 of the Agreement is hereby
32 revised as follows:

33 4. Schedule for Conveyance of APF Land. At the time of PSP/DP
34 approval, as applicable, the County and the Owner shall mutually
35 determine whether that portion of the APF Land which is shown on the
36 PSP/DP shall be dedicated by deed or by plat. ~~All APF Land to be~~
37 ~~dedicated for park purposes shall be conveyed by General Warranty Deed.~~
38 If the particular APF Land is to be conveyed to the County by deed, then
39 prior to County approval of the PSP/DP, the Owner, or its assigns, shall
40 execute one or more General Warranty Deeds for the APF Land that is
41 included in the PSP/DP, naming the County as Grantee, and shall deliver

the executed deed(s) to Shutts & Bowen LLP, the Escrow Agent under the Cooperation Agreement. Thereafter, but also prior to the County's approval of the PSP/DP, the Escrow Agent under the Cooperation Agreement shall certify to the County in writing that it is holding in escrow the required General Warranty Deed(s). Delivery of the Deed to the School Sites shall occur prior to PSP/DP approval for the first residential neighborhood in the Springhill PD. Conveyance of APF Land by deed shall be in accordance with the process described in Section 6 of this Agreement. Conveyance of APF Land by plat shall be in accordance with the County's platting process.

11. APF Surplus and APF Credits. Section 8 of the Agreement is hereby revised as follows:

Section 8. APF Surplus and APF Credits. The Village H APF Ratio requires that the Owner convey to the County approximately ~~24.9224.91~~ acres of APF Land. This Agreement provides for conveyance of approximately ~~30.4930.45~~ acres of APF Land, thereby creating a ~~5.575.54~~ acre APF Surplus. The County does hereby acknowledge and agree that the Owner therefore has APF Credits equivalent to ~~5.575.54~~ acres of APF Land, which APF Credits may be sold and assigned by the Owner to other owners in Village H who do not have sufficient land within the boundaries of their PD's to satisfy the APF Ratio requirements.

12. Notice. Any notice delivered with respect to this Supplemental Agreement or the 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 Avalon: Avalon Properties, Ltd.
1353 Palmetto Avenue, Suite 101
Winter Park, Florida 32789
Attention: Robert C. Hewitt
Email: rch@hewittresidential.com

With a copy to: Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801
Attention: Daniel T. O'Keefe, Esq.
Email: dokeefe@shutts.com

As to Lennar: Lennar Homes, LLC
Orlando Division
6750 Forum Drive, Suite 310
Orlando, Florida 32821
Attention: Brock Nicholas, Vice President
Email: brock.nicholas@lennar.com

With a copy to: Lennar Corporation
700 N.W. 107th Avenue - 4th Floor
Miami, Florida 33172
Attention: General Counsel
Email: mark.sustana@lennar.com

With a copy To: Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Laurie L. Gildan, Esq.
Email: gildanl@gtlaw.com

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Avenue
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

13. Covenants Running with the Land. This Supplemental Agreement 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 Owner and any person, firm, corporation, or other entity that may become the successor in interest to the Property.

14. Recordation. An executed original of this Supplemental Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

1 15. Applicable Law. This Supplemental Agreement and the provisions contained
2 herein shall be construed, controlled, and interpreted according to the laws of the State of
3 Florida.

4 16. Time is of the Essence. Time is hereby declared of the essence to the lawful
5 performance of the duties and obligations contained in this Supplemental Agreement and in the
6 Agreement.

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

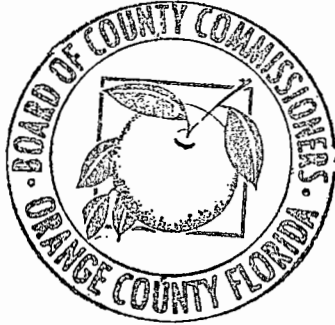
11 18. Limitation of Remedies. County and Owner expressly agree that the
12 consideration, in part, for each of them entering into this Supplemental Agreement is the
13 willingness of the other to limit the remedies for all actions arising out of or in connection with
14 this Supplemental Agreement. Accordingly, the remedies available to each party shall be as
15 stated in the Agreement.

16 19. Amendment. No amendment, modification, or other change to this Supplemental
17 Agreement or the Agreement shall be binding upon the parties unless in writing and executed by
18 all the parties hereto.

19 20. Counterparts. This Supplemental Agreement may be executed in up to three (3)
20 counterparts, each of which shall be deemed an original and all of which shall constitute one and
21 the same instrument.

22 [SIGNATURES APPEAR ON FOLLOWING PAGES]
23

1 **IN WITNESS WHEREOF**, OWNER and COUNTY have executed this Supplemental
2 Agreement in manner and form sufficient to bind them on the dates set forth below.
3



4 **ORANGE COUNTY, FLORIDA**

5 By: Board of County Commissioners

6 By: *Teresa Jacobs*
7 Teresa Jacobs
8 for Orange County Mayor
9

10 Date: 4.10.18
11

12 ATTEST:
13

14 Phil Diamond, CPA, Orange County Comptroller
15 As Clerk of the Board of County Commissioners
16

17 By: *Katie Smith*
18 Deputy Clerk
19 **Katie Smith**
20

21 Print Name: _____
22
23
24

AVALON PROPERTIES, LTD., a Florida limited
partnership

By: C&R LAND DEVELOPMENT, INC., a
Florida corporation, its General Partner

By: [Signature]
Printed Name: Charles Clayton III
Title: Member

Date: 3/15/18

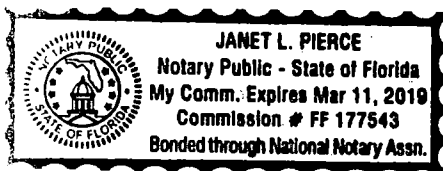
WITNESSES:

[Signature]
Print Name: Thomas W. Hewitt
[Signature]
Print Name: Jessica L. Viera

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by
Charles Clayton III, as Member of C&R LAND
DEVELOPMENT, INC., a Florida corporation, the General Partner of AVALON
PROPERTIES, LTD., a Florida limited partnership, on behalf of the partnership, who is known
by me to be the person described herein and who executed the foregoing, this 15 day of
March, 2018. S/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 15 day
of March, 2018.



[Signature]
Notary Public
Print Name: Janet L. Pierce
My Commission Expires: 3-11-19

AVALON PROPERTIES, LTD., a Florida limited
partnership

By: HEWITT RESIDENTIAL, LLC, a Florida
limited liability company, its General
Partner

By: [Signature]
Printed Name: Robert C Hewitt
Title: MEMBER

Date: 3-16-18

WITNESSES:

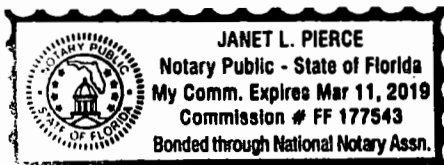
[Signature]
Print Name: Thomas W. Hewitt

[Signature]
Print Name: Jessica L Viera

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by
Robert C Hewitt, as MEMBER of HEWITT
RESIDENTIAL, LLC, a Florida limited liability company, the General Partner of AVALON
PROPERTIES, LTD., a Florida limited partnership, on behalf of the partnership, who is known
by me to be the person described herein and who executed the foregoing, this 16 day of
March, 2018. S/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 16 day
of March, 2018.



[Signature]
Notary Public

Print Name: Janet L. Pierce

My Commission Expires: 3-11-19

This Springhill Pd Adequate Public Facilities And Impact Fee
Credit Agreement (Village H) Supplemental Agreement

LENNAR HOMES, LLC, a Florida limited
liability company

By: [Signature]
Printed Name: Brook Nicholas
Title: Vice President
Date: 4/2/2018

WITNESSES:

[Signature]
Print Name: MARK MCDONALD
[Signature]
Print Name: Kelly Beckner

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by
Brook Nicholas, as Vice President of LENNAR HOMES,
LLC, a Florida limited liability company, on behalf of the company, who is known by me to be
the person described herein and who executed the foregoing, this 2nd day of April,
2018. \$/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 2nd day
of April, 2018.



[Signature]
Notary Public
Print Name: SUSAN N. KANE
My Commission Expires: JUNE 9, 2018
FF # 130949

1 **EXHIBIT "A"**

2
3 **AVALON PROPERTY DESCRIPTION**
4

5 LEGAL DESCRIPTION OF PARCEL ID 08-24-27-0000-00-005:

6 A portion of the Southwest ¼ of Section 8, Township 24 South, Range 27 East, Orange County,
7 Florida, and a portion of the Northwest ¼ of Section 17, Township 24 South, Range 27 East,
8 Orange County, Florida, being more particularly described as follows:

9 COMMENCE at the Northwest corner of the Southwest ¼ of the Southwest ¼ of Section 8,
10 Township 24 South Range 27 East, Orange County, Florida; thence run North 89°52'04" East,
11 along the North line of the Southwest ¼ of the Southwest ¼ of said Section 8, for a distance of
12 159.16 feet to the POINT OF BEGINNING ; thence continue North 89°52'04" East, along said
13 North line, for a distance of 1236.93 feet to a point on the Westerly right of way line of County
14 Road 545, a 66 foot wide public right of way; thence departing said North line, run South
15 00°26'31" East, along said Westerly right of way line for a distance of 142.06 feet to the point of
16 curvature of a curve, concave Westerly, having a radius of 2831.79 feet, a chord bearing of South
17 11°23'55" West and a chord distance of 1162.10 feet; thence run Southerly along the arc of said
18 curve, and said Westerly right of way line, through a central angle of 23°40'52" for an arc
19 distance of 1170.42 feet to the point of tangency; thence run South 23°14'21" West, along said
20 Westerly right of way line, for a distance of 553.85 feet to the point of curvature of a curve,
21 concave Easterly, having a radius of 2897.79 feet, a chord bearing of South 23°05'27" West and
22 a chord distance of 15.00 feet; thence run Southerly along the arc of said curve through a central
23 angle of 00°17'48" for an arc distance of 15.00 feet to a point on a curve, concave Southerly,
24 having a radius of 1320.00 feet, a chord bearing of North 82°44'46" West and a chord distance of
25 656.14 feet; thence departing said Westerly right of way line, run Westerly along the arc of said
26 curve through a central angle of 28°46'55" for an arc distance of 663.09 feet to the point of
27 reverse curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord
28 bearing of North 48°38'10" West and a chord distance of 37.45 feet; thence run Northwesterly
29 along the arc of said curve through a central angle of 97°00'07" for an arc distance of 42.33 feet
30 to the point of compound curvature of a curve, concave Southeasterly, having a radius of 518.00
31 feet, a chord bearing of North 22°05'20" East and a chord distance of 391.85 feet; thence run
32 Northeasterly along the arc of said curve through a central angle of 44°26'53" for an arc distance
33 of 401.85 feet to the point of tangency; thence run North 44°18'46" East for a distance of 161.08
34 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 440.00 feet, a
35 chord bearing of North 56°31'49" East and a chord distance of 186.23 feet; thence run
36 Northeasterly along the arc of said curve through a central angle of 24°26'04" for an arc distance
37 of 187.64 feet to the point of tangency; thence run North 68°44'51" East for a distance of 62.87
38 feet; thence run North 21°15'09" West for a distance of 60.00 feet to a point on a curve, concave
39 Northerly, having a radius of 25.00 feet, a chord bearing of North 66°17'24" West and a chord
40 distance of 35.33 feet; thence run Northwesterly along the arc of said curve though a central
41 angle of 89°55'30" for an arc distance of 39.24 feet to the point of tangency; thence run North
42 21°19'39" West for a distance of 39.10 feet to the point of curvature of a curve, concave
43 Easterly, having a radius of 570.00 feet, a chord bearing of North 10°53'29" West and a chord
44 distance of 206.50 feet; thence run Northerly along the arc of said curve through a central angle
45 of 20°52'21" for an arc distance of 207.65 feet to the point of tangency; thence run North

1 00°27'18" West for a distance of 175.59 feet; thence run South 89°32'42" West for a distance of
2 60.00 feet; thence run North 34°08'07" West for a distance of 177.71 feet; thence run North
3 11°20'59" West for a distance of 58.81 feet; thence run North 09°26'25" West for a distance of
4 30.18 feet; thence run North 05°33'37" West for a distance of 65.54 feet; thence run North
5 02°07'50" West for a distance of 44.16 feet; thence run North 16°55'31" West for a distance of
6 33.96 feet; thence run North 37°42'55" West for a distance of 35.04 feet; thence run North
7 36°24'52" West for a distance of 56.59 feet; thence run North 32°59'00" West for a distance of
8 25.09 feet; thence run North 23°38'56" West for a distance of 38.32 feet; thence run North
9 44°51'11" West for a distance of 29.59 feet; thence run North 57°31'59" West for a distance of
10 47.89 feet; thence run North 34°00'14" West for a distance of 21.34 feet; thence run North
11 59°29'06" West for a distance of 38.47 feet; thence run South 82°33'45" West for a distance of
12 21.50 feet; thence run North 88°19'59" West for a distance of 31.06 feet; thence run North
13 73°49'32" West for a distance of 18.61 feet; thence run North 43°03'43" West for a distance of
14 13.80 feet; thence run North 70°19'05" West for a distance of 6.22 feet to the POINT OF
15 BEGINNING.

16
17 Containing 31.27 acres, more or less.
18
19

1 **EXHIBIT "B"**

2
3 **LENNAR PROPERTY DESCRIPTION**

4
5 LEGAL DESCRIPTION OF PARCEL ID 07-24-27-0000-00-008:

6 A portion of Sections 7 and 18, Township 24 South, Range 27 East, Orange County, Florida,
7 being more particularly described as follows:

8 BEGINNING at the North ¼ corner of Section 18, Township 24 South, Range 27 East, Orange
9 County, Florida; thence run North 00°26'30" East, along the West line of the Southeast ¼ of
10 Section 7, Township 24 South, Range 27 East, Orange County, Florida, for a distance of
11 2299.05 feet to a point on the South line of the North 330 feet of the West ½ of the Southeast ¼
12 of said Section 7; thence departing said West line, run North 89°21'27" East, along the said
13 South line of the North 330 feet, for a distance of 598.49 feet; thence departing said South line of
14 the North 330 feet, run South 54°19'55" East for a distance of 16.47 feet; thence run South
15 32°18'27" East for a distance of 44.59 feet; thence run South 32°51'52" East for a distance of
16 36.03 feet; thence run South 34°52'52" East for a distance of 49.32 feet; thence run South
17 28°43'52" East for a distance of 45.07 feet; thence run South 01°04'29" East for a distance of
18 56.51 feet; thence run South 04°46'50" East for a distance of 43.84 feet; thence run South
19 27°33'54" East for a distance of 71.61 feet; thence run South 21°57'12" East for a distance of
20 92.38 feet; thence run South 36°38'16" East for a distance of 51.44 feet; thence run South
21 27°29'35" East for a distance of 59.11 feet; thence run South 59°45'04" West for a distance of
22 46.63 feet; thence run South 47°48'01" East for a distance of 52.70 feet; thence run South
23 09°14'50" East for a distance of 44.03 feet; thence run South 53°22'43" East for a distance of
24 66.35 feet; thence run South 86°11'01" East for a distance of 21.98 feet; thence run South
25 45°26'58" East for a distance of 62.44 feet; thence run South 56°58'09" East for a distance of
26 65.36 feet; thence run South 28°35'19" East for a distance of 33.66 feet; thence run South
27 77°26'39" East for a distance of 25.92 feet; thence run South 17°59'14" East for a distance of
28 15.25 feet; thence run South 57°24'46" West for a distance of 17.63 feet; thence run South
29 33°52'20" East for a distance of 48.50 feet; thence run South 42°59'27" East for a distance of
30 41.50 feet; thence run South 23°51'44" East for a distance of 40.03 feet; thence run South
31 35°01'16" East for a distance of 40.72 feet; thence run South 27°11'13" East for a distance of
32 40.36 feet; thence run South 16°23'54" East for a distance of 40.00 feet; thence run South
33 17°50'21" East for a distance of 62.26 feet; thence run South 14°25'13" East for a distance of
34 38.49 feet; thence run South 28°34'51" East for a distance of 57.74 feet; thence run South
35 13°09'54" East for a distance of 57.39 feet; thence run South 01°38'31" West for a distance of
36 55.33 feet; thence run South 82°21'37" East for a distance of 34.61 feet; thence run South
37 32°06'07" East for a distance of 40.20 feet; thence run North 65°37'41" East for a distance of
38 55.69 feet; thence run South 83°44'57" East for a distance of 40.22 feet; thence run South
39 76°37'21" East for a distance of 53.75 feet; thence run South 71°46'44" East for a distance of
40 25.55 feet; thence run North 80°06'24" East for a distance of 60.82 feet; thence run North
41 56°12'42" East for a distance of 54.82 feet; thence run North 82°41'58" East for a distance of
42 24.94 feet; thence run South 72°27'10" East for a distance of 35.25 feet; thence run South
43 02°14'23" East for a distance of 15.95 feet; thence run South 58°17'07" East for a distance of
44 36.30 feet; thence run South 09°22'23" East for a distance of 24.09 feet; thence run South
45 48°48'46" East for a distance of 15.92 feet; thence run South 36°52'07" East for a distance of
46 70.76 feet; thence run South 58°28'49" West for a distance of 1.24 feet; thence run South

1 31°31'11" East for a distance of 33.02 feet; thence run South 01°34'33" East for a distance of
2 524.17 feet; thence run South 73°56'04" West for a distance of 292.58 feet; thence run South
3 04°03'36" West for a distance of 15.12 feet; thence run South 26°33'54" West for a distance of
4 37.01 feet; thence run South 32°34'43" East for a distance of 64.62 feet; thence run South
5 53°37'29" East for a distance of 115.81 feet; thence run South 65°58'46" East for a distance of
6 30.00 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 300.00
7 feet, a chord bearing of North 24°34'20" East, and a chord distance of 5.78 feet, thence run
8 Northeasterly along the arc of said curve through a central angle of 01°06'13" for an arc distance
9 of 5.78 feet to the point compound curvature of curve, concave Southeasterly, having a radius of
10 220.00 feet, a chord bearing of North 49°31'45" East, and a chord distance of 181.80 feet, thence
11 run Northeasterly along the arc of said curve through a central angle of 48°48'37" for an arc
12 distance of 187.42 feet to a point of tangency; thence run North 73°56'04" East for a distance of
13 69.43 feet to the point of curvature of a curve, concave Southerly, having a radius of 370.00 feet,
14 a chord bearing of South 86°38'24" East, and a chord distance of 246.11 feet, thence run Easterly
15 along the arc of said curve through a central angle of 38°51'05" for an arc distance of 250.89 feet
16 to the point of tangency; thence run South 67°12'51" East for a distance of 54.38 feet to the point
17 of curvature of a curve, concave Southwesterly, having a radius of 242.74 feet, a chord bearing
18 of South 48°25'52" East, and a chord distance of 156.32 feet, thence run Southeasterly along the
19 arc of said curve through a central angle of 37°34'00" for a distance of 159.15 feet; thence
20 departing said curve, run North 67°27'06" East for a distance of 31.86 feet to the point of
21 curvature of a curve, concave Southerly, having a radius of 30.00 feet, a chord bearing of South
22 71°38'31" East, and a chord distance of 39.29 feet, thence run Easterly along the arc of said
23 curve through a central angle of 81°48'45" for an arc distance of 42.84 feet; thence departing said
24 curve run North 77°07'10" East for a distance of 29.22 feet to the point of curvature of a curve,
25 concave Southerly, having a radius of 855.00 feet, a chord bearing of North 81°32'38" East, and
26 a chord distance of 131.92 feet, thence run Easterly along the arc of said curve through a central
27 angle of 08°50'56" for an arc distance of 132.05 feet; thence departing said curve run South
28 06°02'32" East for a distance of 83.71 feet; thence run South 10°01'36" West for a distance of
29 346.63 feet to the point of curvature of a curve, concave Easterly, having a radius of 415.32 feet,
30 a chord bearing of South 05°42'45" East, and a chord distance of 210.11 feet, thence run
31 Southerly along the arc of said curve through a central angle of 29°18'16" for a distance of
32 212.42 feet; thence departing said curve run South 24°48'50" East for a distance of 55.00 feet;
33 thence run South 65°11'10" West for a distance of 275.02 feet to the point of curvature of a
34 curve, concave Northerly, having a radius of 1555.00 feet, a chord bearing of South 76°23'18"
35 West, and a chord distance of 604.19 feet, thence run Westerly along the arc of said curve
36 through a central angle of 22°24'16" for an arc distance of 608.06 feet to a point of tangency;
37 thence run South 87°35'26" West for a distance of 17.02 feet; thence run South 02°24'34" East
38 for a distance of 70.00 feet; thence run North 87°35'26" East for a distance of 17.02 feet to the
39 point of curvature of a curve, concave Northerly, having a radius of 1625.00 feet, a chord bearing
40 of North 85°58'46" East, and a chord distance of 91.38 feet, thence run Easterly along the arc of
41 said curve through a central angle of 03°13'21" for an arc distance of 91.40 feet to a point on a
42 curve, concave Southeasterly, having a radius of 18.00 feet, a chord bearing of South 39°40'55"
43 West, and a chord distance of 25.32 feet, thence run Southwesterly along the arc of said curve
44 through a central angle of 89°22'19" for an arc distance of 28.08 feet to the point of tangency;
45 thence run South 05°00'15" East for a distance of 43.74 feet to the point of curvature of a curve,
46 concave Westerly, having a radius of 94.00 feet, a chord bearing of South 18°45'37" East, and a

1 chord distance of 44.71 feet, thence run Southerly along the arc of said curve through a central
2 angle of 27°30'45" for an arc distance of 45.14 feet to a point of reverse curvature of a curve,
3 concave Southwesterly, having a radius of 858.00 feet, a chord bearing of South 21°55'29" East,
4 and a chord distance of 315.42 feet, thence run Southerly along the arc of said curve through a
5 central angle of 21°11'01" for an arc distance of 317.22 feet to a point of reverse curvature of a
6 curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 54°46'15"
7 East, and a chord distance of 34.38 feet, thence run Southeasterly along the arc of said curve
8 through a central angle of 86°52'32" for an arc distance of 37.91 feet to the point of tangency;
9 thence run North 81°47'29" East for a distance of 86.85 feet; thence run South 08°12'31" East for
10 a distance of 52.00 feet; thence run North 81°47'29" East for a distance of 17.89 feet to a point
11 on a curve, concave Southwesterly, having a radius of 21.00 feet, a chord bearing of South
12 24°49'21" East, and a chord distance of 10.85 feet, thence run Southerly along the arc of said
13 curve through a central angle of 29°56'54" for a distance of 10.98 feet to the point of tangency;
14 thence run South 09°50'54" East for a distance of 410.22 feet to the point of curvature of a curve,
15 concave Westerly, having a radius of 274.00 feet, a chord bearing of South 05°35'58" East, and a
16 chord distance of 40.60 feet, thence run Southerly along the arc of said curve through a central
17 angle of 08°29'52" for an arc distance of 40.64 feet to the point of tangency; thence run South
18 01°21'02" East for a distance of 136.73 feet to the point of curvature of a curve, concave
19 Northeasterly, having a radius of 45.00 feet, a chord bearing of South 25°10'35" East, and a
20 chord distance of 36.36 feet, thence run Southerly along the arc of said curve through a central
21 angle of 47°39'07" for an arc distance of 37.43 feet to a point on a curve, concave Northwesterly,
22 having a radius of 315.00 feet, a chord bearing of South 19°36'11" West, and a chord distance of
23 198.83 feet, thence run Southerly along the arc of said curve through a central angle of 36°47'38"
24 for an arc distance of 202.29 feet to the point of tangency; thence run South 41°32'19" West for a
25 distance of 52.00 feet; thence run South 48°26'41" East for a distance of 129.66 feet to the point
26 of curvature of a curve, concave Northeasterly, having a radius of 650.00 feet, a chord bearing
27 of South 63°49'02" East, and a chord distance of 344.62 feet, thence run Southeasterly along the
28 arc of said curve through a central angle of 30°44'42" for an arc distance of 348.79 feet; thence
29 departing said curve, run South 10°48'37" West for a distance of 208.07 feet to a point on the
30 South line of the Northeast ¼ of aforesaid Section 18; thence run South 89°04'08" West, along
31 said South line, for a distance of 1974.29 feet; thence departing said South line, run North
32 28°29'04" East for a distance of 136.67 feet; thence run North 21°14'32" East for a distance of
33 95.12 feet; thence run North 19°17'11" East for a distance of 63.92 feet; thence run North
34 38°10'49" East for a distance of 55.54 feet; thence run North 45°43'39" East for a distance of
35 49.57 feet; thence run North 28°13'27" East for a distance of 67.49 feet; thence run North
36 03°28'04" East for a distance of 31.60 feet; thence run North 13°49'46" West for a distance of
37 54.10 feet; thence run North 11°47'13" East for a distance of 49.56 feet; thence run North
38 30°27'03" West for a distance of 15.88 feet; thence run North 36°05'30" East for a distance of
39 31.47 feet; thence run North 54°26'32" East for a distance of 51.32 feet; thence run North
40 43°12'42" East for a distance of 51.28 feet; thence run North 41°31'07" East for a distance of
41 42.44 feet; thence run North 57°47'05" East for a distance of 30.95 feet; thence run North
42 48°07'04" East for a distance of 34.13 feet; thence run North 29°58'29" East for a distance of
43 28.46 feet; thence run North 43°21'16" East for a distance of 34.83 feet; thence run North
44 47°44'19" East for a distance of 33.98 feet; thence run North 55°11'39" East for a distance of
45 29.28 feet; thence run North 44°20'07" East for a distance of 41.06 feet; thence run North
46 36°22'07" East for a distance of 40.79 feet; thence run North 01°26'53" West for a distance of

1 25.76 feet; thence run North 03°41'08" East for a distance of 42.59 feet; thence run North
2 44°15'33" West for a distance of 54.76 feet; thence run North 15°13'05" West for a distance of
3 46.13 feet; thence run North 15° 25' 02" West for a distance of 41.00 feet; thence run North
4 05°36'05" East for a distance of 59.27 feet; thence run North 13°25'20" East for a distance of
5 55.52 feet; thence run North 29°50'33" East for a distance of 62.42 feet; thence run North
6 39°46'39" East for a distance of 49.96 feet; thence run North 47°32'40" East for a distance of
7 51.40 feet; thence run North 60°32'33" East for a distance of 36.91 feet; thence run South
8 89°30'48" East for a distance of 13.10 feet; thence run North 55°18'31" East for a distance of
9 19.96 feet; thence run North 53°38'13" East for a distance of 12.32 feet; thence run North
10 36°21'47" West for a distance of 25.00 feet; thence run North 53°38'13" East for a distance of
11 35.06 feet; thence run North 87°13'29" East for a distance of 36.29 feet; thence run North
12 48°33'29" East for a distance of 15.38 feet; thence run North 02°04'09" East for a distance of
13 356.99 feet to a point on a curve, concave Northerly, having a radius of 845.00 feet, a chord
14 bearing of North 64°20'29" West, and a chord distance of 444.51 feet, thence run Westerly along
15 the arc of said curve through a central angle of 30°29'56" for an arc distance of 449.80 feet to the
16 point of tangency; thence run North 49°05'31" West for a distance of 324.20 feet to the point of
17 curvature of a curve, concave Southerly, having a radius of 750.00 feet, a chord bearing of North
18 68°16'59" West, and a chord distance of 493.08 feet, thence run Westerly along the arc of said
19 curve through a central angle of 38°22'55" for an arc distance of 502.42 feet to a point on the
20 West line of the Southeast ¼ of said Section 18; thence departing said curve, run North
21 00°39'40" East, along said West line for a distance of 321.30 feet to the POINT OF
22 BEGINNING. Containing 6958512.57 square feet, or 159.75 acres, more or less.

23
24 LESS AND EXCEPT

25 All of STOREY GROVE PHASE 1B-2, according to the Plat thereof as recorded in Plat Book
26 94, Pages 53 through 57 of the Public Records of Orange County, Florida.