



## Interoffice Memorandum

April 30, 2018

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

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

SUBJECT: May 22, 2018 – Consent Item  
Right-of-Way Conveyance and  
Adequate Public Facilities Agreement  
Windermere Springs PD  
(Related to Case Number LUP-17-08-251)

The Roadway Agreement Committee has reviewed a Right-of-Way Conveyance and Adequate Public Facilities Agreement ("Agreement") between Windermere Springs LLC ("Owner") and Orange County for the dedication of right-of-way for Reams Road. This project has an associated Land Use Plan LUP-17-08-251 which has been approved by the Development Review Committee. Under the terms of the Agreement, Owner shall convey to Orange County a total of 0.101 acres of right-of-way for Reams Road. The dedication of right-of-way shall serve to partially satisfy the Adequate Public Facilities (APF) requirement under the APF/TDR Ordinance which requires approximately 0.448 acres of public facilities lands to be provided from this property.

The Owner will receive \$22,500 per acre for the conveyance of 0.101 acres of right-of-way for Reams Road for a total of \$2,272.50 in transportation impact fee credits. The remaining APF deficit of 0.347 acres will be satisfied through the purchase of excess APF credits from North of Albert's through a separate private agreement at a value of \$14,986.14, consistent with County's current APF deficit fee.

The Roadway Agreement Committee approved the Agreement on January 17, 2018. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

Page Two

May 22, 2018 – Consent Item

Right-of-Way Conveyance and Adequate Public Facilities Agreement

Windermere Springs PD

**ACTION REQUESTED: Approval and execution of Right of Way Conveyance and Adequate Public Facilities Agreement Windermere Springs PD (Reams Road) by and between Windermere Springs LLC and Orange County for the conveyance of 0.101 acres of Adequate Public Facilities Land providing \$2,272.50 in Transportation Impact Fee Credits and for the satisfaction of an Adequate Public Facilities Deficit by purchasing credits via a private agreement. District 1**

JEH|HEGB:aw

Attachments

BCC Mtg. Date: May 22, 2018

Prepared by and after recording return to:

Jonathan P. Huels  
LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.  
215 NORTH EOLA DRIVE  
ORLANDO, FL 32801

Tax Parcel I.D. No. 35-23-27-0000-00-003

**RIGHT OF WAY CONVEYANCE AND ADEQUATE PUBLIC FACILITIES  
AGREEMENT**

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**WINDERMERE SPRINGS PD**  
**(REAMS ROAD)**

This Right-of-Way Conveyance and Adequate Public Facilities Agreement (this "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between **WINDERMERE SPRINGS LLC**, a Florida limited liability company ("**Owner**"), whose mailing address is Post Office Box 200, McKinney, Texas, 75070, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("**County**"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

**WITNESSETH:**

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A", and as more particularly described in Exhibit "B-1" and shown in Exhibit "B-2" attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Property is identified on the Orange County Comprehensive Plan 2010 - 2030 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation and constitutes a portion of Lakeside Village in Horizon West, as same is described and depicted

in the Lakeside Village Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the “BCC”) on May 20, 1997 (the “Lakeside Village SAP”); and

WHEREAS, Owner is developing the Property for attached single family residential uses (the “Project”) as contemplated by the Lakeside Village SAP; and

WHEREAS, the Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan (“CPP”) amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995, on file with the County. Subsequently, the BCC funded and adopted the Lakeside Village Specific Area Plan as a model for development of Specific Area Plans. The Windermere Springs PD has relied on the prior approvals of the Horizon West Study and the Lakeside Village SAP, and on the Lakeside Village SAP approvals and studies included in the SAP; and

WHEREAS, Owner desires to develop the Property in accordance with the Windermere Springs PD Land Use Plan (“PD Land Use Plan”), submitted by Owner to County, and with the PD zoning application on file with County; and

WHEREAS, the Lakeside Village Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code (the “APF/TDR Ordinance”) adopted by the BCC on May 20, 1997, as amended; and

WHEREAS, Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that Owner enter into a developer’s agreement addressing the conveyance to County of adequate public

facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement, pursuant to Section 30-714(c); and

WHEREAS, the parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance; and

WHEREAS, if a property owner is unable to convey sufficient adequate public facilities lands to County, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that such owner may make payment of an adequate public facility lands fee to County; and

WHEREAS, the County has advised Owner that pursuant to that certain Developer's Agreement Regarding Lakeside Village Among GS Properties, LLC ("GS"), North of Albert's, LLP ("NOA"), Lakeside Village Center, LLC ("LVC"), and the County recorded in Official Records Book 9775, Page 8922, Public Records of Orange County, Florida, as amended by that certain First Amendment to Developer's Agreement Regarding Lakeside Village Among GS Properties, LLC, North of Albert's, LLP, Lakeside Village Center, LLC, and Orange County recorded in Official Records Book 10076, Page 2420, Public Records of Orange County, Florida (collectively, the "NOA Agreement"), County agreed, to the extent NOA, GS, or LVC have any excess APF acreage credits which are not needed for their respective developments, to assist NOA, GS, and LVC in selling and transferring excess APF acreage credits owned by NOA, GS, and LVC to other property owners and/or developers who may have an APF deficit or otherwise be in a position to utilize such excess APF acreage credits, by (i) directing any projects with an APF deficit to those property owners who have excess APF acreage credits, and (ii) to the extent NOA, GS, or LVC have excess APF acreage credits and are willing to sell and transfer such credits, by not entering into an agreement to accept an APF Fee from any property owners and/or developers who have an APF deficit; and

WHEREAS, Owner has negotiated with NOA to obtain certain APF acreage credits sufficient to satisfy Owner's APF deficit subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, it is the intent of the parties that County will consider approval of the Windermere Springs PD with its consideration of this Agreement; and

WHEREAS, the Property contains approximately 2.914 acres of net developable land, and both the Lakeside Village SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of adequate public facilities acreage for every 6.5 acres of net developable land (the "APF Ratio"); and

WHEREAS, when applied to the Property, the APF Ratio requires approximately 0.448 acres of public facilities lands; and

WHEREAS, as shown on the PD Land Use Plan for the Windermere Springs PD and as described in this Agreement, Owner is providing 0.101 acres of adequate public facilities land (the "Conveyed Lands") to County, thereby creating an APF deficit of 0.347 acres; and

WHEREAS, Owner is willing to convey to County the Conveyed Lands in return for credit against transportation impact fees to be paid in the future in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Reams Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such Conveyed Lands to County.

NOW, THEREFORE, Owner and County (the "Parties") agree as follows:

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

***Section 2.   APF Requirements.***

(a)   *Dedication of Adequate Public Facilities Land by Owner.* Owner shall convey the Conveyed Lands to County for adequate public facilities requirements as follows:

- (i)   Right-of-way for the following transportation improvements/roads  
(depicted as APF Road ROW on the PD Land Use Plan):

Reams Road	0.101 acres (as described in the legal description and sketch of description attached hereto as Exhibit “C” and incorporated by this reference)
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(b)   *APF Deficiency.* The Lakeside Village APF Ratio requires that Owner convey to County approximately 0.448 acres of adequate public facilities land. This Agreement provides for conveyance of approximately 0.101 acres of adequate public facilities land, thereby creating a 0.347 acre APF deficit.

(c)   *APF Deficit Fee.* Generally, an owner may pay to County an APF Deficit Fee of Forty-Three Thousand One Hundred Eighty-Seven and 73/100 U.S. Dollars (\$43,187.73) per deficit acre or portion thereof. For this Owner, such APF Deficit Fee would total Fourteen Thousand Nine Hundred Eighty-Six and 14/100 U.S. Dollars (\$14,986.14) to account for the APF deficit, representing Owner’s full and final APF contribution for the Property, due and payable prior to County’s approval of the first plat of the Property. Notwithstanding the foregoing, pursuant to the NOA Agreement, Owner has entered into an agreement with NOA to obtain APF acreage credits from NOA sufficient to satisfy Owner’s APF deficit. The purchase of such APF credits from NOA shall be consummated by Owner, and Owner shall provide County with proof of its purchase and ownership of APF acreage credits sufficient to satisfy Owner’s APF deficit, on or before one hundred twenty (120) days from the Effective Date.

***Section 3.   Conveyance of Land to County by Owner.***

(a) *Conveyed Lands.* Within one hundred twenty (120) days from the Effective Date, Owner shall convey to County marketable fee title to those lands described in the legal description attached hereto as Exhibit "C" and incorporated by this reference (the "Conveyed Lands").

In the event conveyance of the Conveyed Lands does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) *Procedure.* The conveyance of the Conveyed Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If conveyed by plat dedication, the rest of this paragraph and the following paragraphs (c), (e) and (f) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.



(d) *Value of Conveyed Lands.* The value of the land to be conveyed by Owner to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time.

The parties hereto hereby agree that the value of the Conveyed Lands to be conveyed by Owner to County, in return for credit against transportation impact fee payments to be paid in the future is Two Thousand Two Hundred Seventy Two and 50/100 Dollars (\$2,272.50). This total results from an agreed-upon fair market value of \$22,500.00 per acre, or fraction thereof, and a total acreage of 0.101 acres.

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

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

**Section 4. Transportation Impact Fee Credits.** Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 3, and upon approval and acceptance of general warranty deed or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such transportation impact fee credits may only be used in transportation impact fee zone four (4). Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effect the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

**Section 5. Utilities.** This Agreement does not address utility requirements. Owner 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.

**Section 6. Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand

delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to OWNER: Windermere Springs LLC  
13651 Reams Road  
Windermere, FL 34786  
Attn: Robert A. Haines, III, Manager

With a copy to: Jonathan P. Huels  
Registered Agent  
215 North Eola Drive  
Orlando, Florida 32801

As to COUNTY: Orange County Administrator  
P.O. Box 1393  
201 S. Rosalind Ave  
Orlando, Florida 32802

With copies 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

and

Orange County Community, Environmental,  
and Development Services Department  
Manager, Planning Division  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Section 7. Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 4 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

**Section 8. Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

**Section 9. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 10. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**Section 11. 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 12. Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

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

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

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

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

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

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with

this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

**Section 13. Amendment.** This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

**Section 14. Counterparts.** This Agreement and any amendment(s) 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 15. Termination; Effect of Annexation.** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to Owner.

**Section 16. Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement. To the extent that any severed provision is deemed material by any party hereunder or deemed to substantially increase the burden of any party hereunder, the parties shall negotiate in good faith to modify such terms to preserve the intent of this Agreement.

**Section 17. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed

or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; other than the parties hereto and their respective representatives, heirs, successors, and assigns.

**Section 18. Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

**Section 19. Survival.** The obligations of this Agreement shall survive the conveyance of the Conveyed Lands to County.

**Section 20. Entire Agreement.** This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

**Section 21. Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: *May 24*, 2018

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

By: *Craig A. Stopysa*  
for Deputy Clerk

Print Name: *Craig A. Stopysa*



WINDERMERE SPRINGS LLC, a Florida  
limited liability company

By: Robert A. Haines, III  
Robert A. Haines, III, Manager

Date: 3/29/18

WITNESSES:

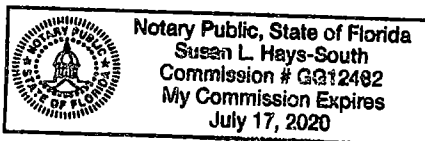
Georgia K. Kellogg  
Print Name: GEORGIA K. KELLOGG

Prati K. Ruparelia  
Print Name: PRATI K. RUPARELIA

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Robert A. Haines, III, as Manager of WINDERMERE SPRINGS LLC, a Florida limited liability company, on behalf of the company, and who executed the foregoing, this 29<sup>th</sup> day of March, 2018. He is personally known to me or has produced Florida Driver's License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of March, 2018.



Susan L. Hays-South  
Notary Public

Print Name: Susan L. Hays-South

My Commission Expires: July 17, 2020

**JOINDER AND CONSENT TO  
RIGHT OF WAY CONVEYANCE AND ADEQUATE PUBLIC FACILITIES  
AGREEMENT**

The undersigned hereby certifies that it is the holder of the following Mortgage:

**Mortgage in favor U.S. Bank, N.A., a banking corporation duly organized and validly existing under the laws of the United States of America, recorded January 12, 2015 in O.R. Book 10860, Page 630, Public Records of Orange County, Florida (the "Mortgage").**

upon the property presently owned by Windermere Springs LLC, a Florida limited liability company a description of which is attached hereto as Exhibit "A" (hereinafter the "Property").

The undersigned hereby joins in, and consents to, the recording of the Right Of Way Conveyance and Adequate Public Facilities Agreement (the "Agreement"), and agrees that its above-referenced Mortgage, as it has been, and may be, modified, amended, and assigned from time to time, shall be subordinated to the Agreement, as said Agreement may be modified, amended, and assigned from time to time.

***[Signatures follow on next page.]***

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

Signed, sealed and delivered  
in the presence of:

Becky Mullen

Name: Becky Mullen

Cindy Brooks

Name: Cindy Brooks

U.S. BANK, N.A., a banking corporation duly organized and validly existing under the laws of the United States of America

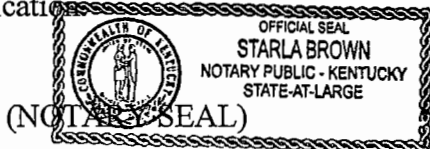
By: April Ferguson

Print Name: April Ferguson

Print Title: Officer

STATE OF Kentucky  
COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2018, by April Ferguson, as Officer of U.S. Bank N.A., a National Association, on behalf of Corporation. He/She is **personally known to me** or has produced \_\_\_\_\_ as identification.



Starla Brown  
Notary Public; State of Kentucky  
Starla Brown #569131  
Typed or Printed Name of Notary  
My Commission Expires on November 28, 2020

Exhibit "A"

Commence at the Southeast corner of Section 35, Township 23 South Range 27 East, thence North 89°24' 14" West with the South line of said Section 2436.76 feet to an iron pin on the East Right-of-Way of Reams Road; thence with said Right-of-Way North 54°04'10" West, 1840.24 feet to an iron pin on said Right-of-Way, the POINT OF BEGINNING of the Tract herein described; thence continue with said Right-of-Way North 54°04' 10" West, 220.00 feet to an iron pin on said Right-of-Way, thence North 35°55'50" East, 1000.00 feet to a point; thence South 54°04'10" East, 220.00 feet to a point; thence South 35°55'50" West, 1000.00 feet to an iron pin on the East Right-of-Way of Reams Road the POINT OF BEGINNING. Containing 5.05 acres.

## Exhibit "A"

### Project Location Map



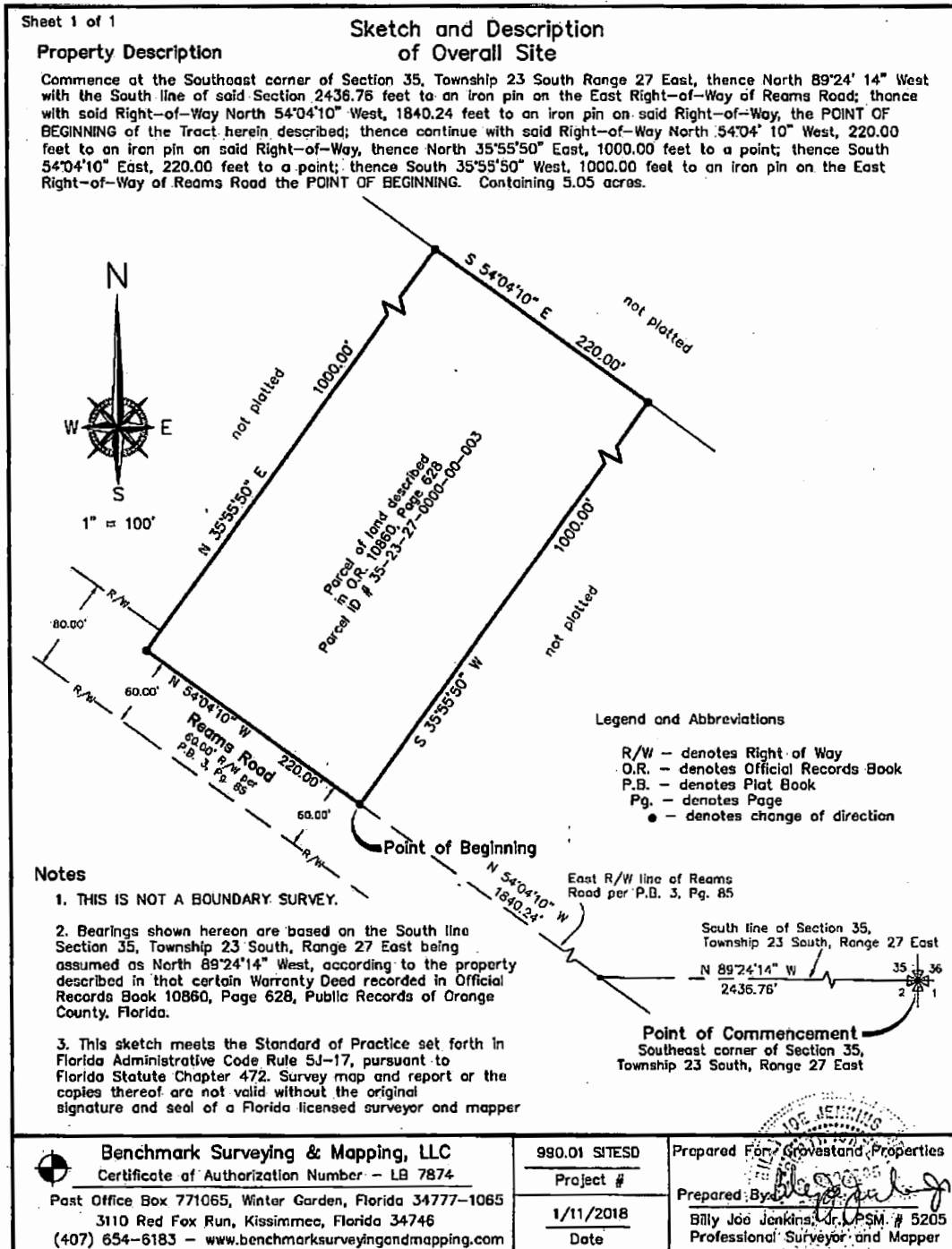
Exhibit "B - 1"

Legal Description of Parcel ID No. 35-23-27-0000-00-003:

Commence at the Southeast corner of Section 35, Township 23 South Range 27 East, thence North 89°24' 14" West with the South line of said Section 2436.76 feet to an iron pin on the East Right-of-Way of Reams Road; thence with said Right-of-Way North 54°04'10" West, 1840.24 feet to an iron pin on said Right-of-Way, the POINT OF BEGINNING of the Tract herein described; thence continue with said Right-of-Way North 54°04' 10" West, 220.00 feet to an iron pin on said Right-of-Way, thence North 35°55'50" East, 1000.00 feet to a point; thence South 54°04'10" East, 220.00 feet to a point; thence South 35°55'50" West, 1000.00 feet to an iron pin on the East Right-of-Way of Reams Road the POINT OF BEGINNING. Containing 5.05 acres.

# Exhibit "B - 2"

Sketch of Parcel ID No. 35-23-27-0000-00-003:



## Exhibit "C"

### Legal Description of the Conveyed Lands

