



Interoffice Memorandum

September 10, 2018

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Christine N. Lofye, P.E., Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: School Impact Fee Agreement for Flamingo Crossings PD
Application #18-003

The alternative school impact fee calculation for Flamingo Crossings PD was reviewed and approved by the Impact Fee Committee on June 28, 2018.

The impact fee variables approved by the Committee to be used to calculate the alternative impact fee for this development are:

Variable	Alternative School Impact Study Results (2600 DU)	Alternative School Impact Study Results (2614 DU)	Ordinance Rate Multi-Family
Student Generation Rate (SGR)	0.0602	0.0602	.2810
Student Threshold	156.52	157.36	735
Total cost per student station			\$27,053.00
Net impact cost per student station			\$21,065.00
Monitoring Fee	\$4,000.00	\$4,000.00	N/A

The alternative school impact fee utilizing the above variables and based on 2600 dwelling units is \$1,628.59 total per dwelling unit. The alternative school impact fee for 2614 dwelling units is \$1,628.56 total per dwelling unit. This rate differs from the applicable Alternative School Impact Fee Methodology ordinance rate of \$5,919 per dwelling unit (per Ordinance Rate Schedule of January 1, 2017 to present). Additionally, Flamingo Crossings, LLC will pay The School Board of Orange County, Florida \$4,000 to cover the anticipated costs of conducting the monitoring over the course of the 10 year monitoring period.

September 10, 2018

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

SUBJ: **School Impact Fee Agreement for Flamingo Crossings PD
Application #18-003**

Page 2

The Impact Fee Committee requests the approval of the School Impact Fee Agreement regarding an alternative impact fee calculation for Flamingo Crossings PD by and among Flamingo Crossings, LLC; the School Board of Orange County, Florida; and Orange County. This agreement has been approved in form by the County Attorney's Office and Risk Management.

Action Requested: Approval and execution of School Impact Fee Agreement regarding an Alternative School Impact Fee Calculation for Flamingo Crossings PD #18-003 by and among Flamingo Crossings, LLC, The School Board of Orange County, Florida, and Orange County. District 1.

MVM/CNL/LLT/wjn

Attachments

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

BCC Mtg. Date: October 2, 2018

Scott A. Glass, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Ste. 1600
Orlando, FL 32801

Tax Parcel ID numbers:
28-24-27-0000-00-001 (East Campus)
28-24-27-0000-00-021 (East Campus)
21-24-27-0000-00-061 (West Campus)

**SCHOOL IMPACT FEE AGREEMENT REGARDING AN
ALTERNATIVE SCHOOL IMPACT FEE CALCULATION FOR
FLAMINGO CROSSINGS PD #18-003**

(WITH ALTERNATIVE SCHOOL IMPACT FEE CALCULATIONS FOR
DEVELOPMENT OF EITHER 2,600 OR 2,614 MULTI-FAMILY RESIDENTIAL
UNITS AS MAY ULTIMATELY BE APPROVED BY ORANGE COUNTY)

This SCHOOL IMPACT FEE AGREEMENT REGARDING AN
ALTERNATIVE SCHOOL IMPACT FEE CALCULATION FOR FLAMINGO
CROSSINGS PD (the "Agreement") is made and entered into by and among
FLAMINGO CROSSINGS, LLC, a Florida limited liability company, whose mailing
address is 1375 Buena Vista Drive, 4th Floor North, Lake Buena Vista, FL 32830
("Owner"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body
corporate and political subdivision of the State of Florida, whose address is 445 West
Amelia Street, Orlando, Florida 32801 ("OCPS"); and Orange County, a charter county
and political subdivision of the State of Florida, whose mailing address is c/o County
Administrator, P.O. Box 1393, Orlando, FL 32802-1393 ("County"). Owner, OCPS, and
County are sometimes collectively referred to herein as the "Parties,"

WITNESSETH:

WHEREAS, Owner holds fee simple title to certain real property, as generally
depicted on Exhibit "A" and more particularly described on Exhibit "B," both attached
hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner intends to develop all or a portion of the Property as a multi-
family residential development comprising two distinct development areas (a/k/a the East

Campus and the West Campus) in accordance with the approved Planned Development (LUP-16-04-147) which shall collectively contain either 2,600 or 2,614 multi-family residential units depending on whether County ultimately approves Owner's pending change determination request to the Planned Development (CDR-18-04-113) to increase the approved number of multi-family residential units from 2,600 to 2,614, such development in either case being known as Flamingo Crossings ("the Project"); and

WHEREAS, the Project is being developed primarily for the purpose of housing for Walt Disney World College and International Program participants; and

WHEREAS, pursuant to Sections 23-144 and -145 of the Orange County Code, as amended (the "Alternative School Impact Fee Code"), Owner conducted an alternative school impact fee study titled, "Flamingo Crossings – Disney DCIP Housing Project Revised School Alternative Impact Fee Calculation Study, AIF #18-003, Poulos & Bennett Job No. 16-158"; and

WHEREAS, certain corrections and clarifications were requested on June 28, 2018, by the Orange County Impact Fee Committee and were submitted to County under cover titled Disney DCIP Housing Alternative School Impact Fee Calculation Corrected Application Package on July 6, 2018 (the aforementioned study, corrections, and clarifications being collectively referred to herein as the "Study"); and

WHEREAS, the Study was conducted to calculate an alternative school impact fee ("Alternative Impact Fee") calculation for the Project and show that the Project will generate fewer school age children than would be expected under the current student generation rate for multi-family residential development established in the Orange County Public Schools School Impact Fee Study Updated Final Report dated February 5, 2016, as currently amended ("Updated Final Report");

WHEREAS, the purpose of the Study was to determine whether the permanent physical characteristics and limitations of the Project will result in a reduced student generation rate initially and during the useful life of the improvements of the Project as

compared to the student generation rate for multi-family residential development established in the Updated Final Report;

WHEREAS, Owner submitted the Study and the Alternative Impact Fee calculation to County prior to the issuance of any building permit for the Project; and

WHEREAS, on June 28, 2018, County conditionally accepted Owner's Alternative Impact Fee calculation subject to the terms and conditions hereafter set forth; and

WHEREAS, the Parties are entering into this Agreement pursuant to the Alternative School Impact Fee Code.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and among the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto stipulate and agree as follows:

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

2. ***Conditional Acceptance of Alternative Impact Fee Calculation.*** Subject to the terms and conditions set forth in sections 4 and 5 of this Agreement, County conditionally accepts the Alternative Impact Fee calculation submitted by Owner.

3. ***Establishment of Student Threshold and Threshold Amount.*** Owner, County, and OCPS hereby agree and accept that the student generation rate for the Project as set forth in the Alternative Impact Fee calculation submitted by Owner shall be 0.0602 students per multi-family residential dwelling unit ("SGR"), for a total of 156.52 total students generated by 2,600 residential units or 157.36 students generated by 2,614 residential units (respectively, the "Student Threshold"). Owner, County, and OCPS hereby agree and acknowledge that Owner shall pay to County the Alternative Impact Fee payment in the amount of either FOUR MILLION TWO HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND FIFTY-SIX

CENTS (\$4,234,335.56) if the Project is ultimately approved for only 2,600 residential units, or in the amount of FOUR MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND SIXTY DOLLARS AND EIGHT CENTS (\$4,257,060.08) if the Project is ultimately approved for 2,614 residential units. For the purpose of clarity, and consistent with the Study and that certain School Mitigation Agreement for Capacity Enhancement OC-17-037 recorded on March 1, 2018, as Document # 20180123626 among the Public Records of Orange County, Florida as amended by that certain First Amendment to School Mitigation Agreement for Capacity Enhancement School Board Application Number – OC-17-037 recorded on August 3, 2018 as Document #20180461626 among the Public Records of Orange County, Florida (collectively, the “CEA”), it is noted that the Alternative Impact Fee includes the total cost per student station, including the Net Impact Cost and the Total Revenue Credit as those terms are defined in the CEA.

4. ***Monitoring.***

(a) Within the applicable time frame, defined below, “monitoring” shall be conducted by OCPS. For purposes of this Agreement, the term “monitoring” shall mean the monitoring and auditing process and reporting process as set forth below:

(i) OCPS monitoring and auditing process: At least two (2) times per year for a period of ten (10) years from the date upon which Owner obtains a certificate of occupancy for the Project (“Monitoring Period”), OCPS, at the sole cost and expense of the Owner, shall conduct an audit of the number of students generated by the Project to determine if the student generation rate for the Project exceeds the Student Threshold set forth herein and calculated pursuant to the adopted Alternative Impact Fee calculation by reviewing the actual number of school age children generated at the addresses associated with the Project (“Audited SG”). OCPS shall conduct the monitoring and auditing of the Project based on the student enrollment data for the Project prepared and compiled biannually by OCPS in October and February of each year.

(ii) Owner self-monitoring and reporting process: The Parties recognize that, in order to ensure adequate capacity is available as and when needed, OCPS needs as much lead time as possible to address any significant influx of new students generated by the Project over and above the anticipated Student Threshold. The Parties also recognize that it is possible that such a potential influx of students might not be discovered in time for OCPS to make arrangements to accommodate them if such potential students become residents at the Project shortly after one of OCPS' semi-annual audits. Therefore, Owner agrees that it shall, to the extent permitted by applicable housing and privacy laws, if any, maintain an ongoing record of the number and address of school age children who are authorized by lease to reside within the Project. If at any time during the Monitoring Period such number exceeds the Student Threshold by five percent (5%) Owner shall, within ten (10) days after becoming aware of same, report such number in writing to OCPS (the "Reported SG"). Owner further agrees, at Owner's sole cost and expense, to promptly and diligently provide written notice to OCPS of any material modifications to the permanent physical characteristics and limitations of the Project, any material modifications to the lease terms or management structure of the Project, or any material changes to the composition of occupied units within the Project, which could reasonably be expected to cause an increase in the student generation rate for the Project.

(b) The SGR identified in the Alternative Impact Fee Calculation and Student Threshold shall be the benchmark values for comparison against the monitoring results.

5. ***Payments.***

(a) Within thirty (30) days of the Effective Date, Owner shall pay OCPS Four Thousand and No/100 Dollars (\$4,000.00) to cover the anticipated costs of conducting the monitoring ("Monitoring Fee") over the course of said ten (10) year Monitoring Period. In the event OCPS is reasonably required to expend any funds in

excess of the Monitoring Fee or to retain or engage an independent consultant to conduct the monitoring required hereunder ("Additional Monitoring Costs"), OCPS shall provide a written invoice to Owner of the actual Additional Monitoring Costs incurred and Owner shall be responsible for reimbursing OCPS such Additional Monitoring Costs within thirty (30) days of receipt of an invoice from OCPS.

(b) If the Audited SG or the Reported SG (the "Actual SG") exceeds the Student Threshold and SGR set forth in the Alternative Impact Fee Calculation, Owner shall pay the difference between the Alternative Impact Fee conditionally accepted by County under section 2 above, and any additional fee shown to be owing (the "Additional School Impact Fee"). The Additional School Impact Fee shall be calculated by multiplying the difference between Actual SG and Student Threshold by the Total Cost Per Student Station in effect at the time of the monitoring, as shown below:

$$(\text{Actual SG} - \text{Student Threshold}) \times \text{Total Cost Per Student Station} = \text{Additional School Impact Fee.}$$

Upon payment of any Additional School Impact Fee, the Student Threshold shall be increased to the Actual SG as the benchmark for subsequent monitoring by OCPS and self-reporting by Owner.

(c) OCPS shall provide written notice to Owner and County outlining the Actual SG, Student Threshold, and Additional School Impact Fee ("Additional Fee Notice") and Owner shall pay the Additional School Impact Fee to County within thirty (30) days of Owner's receipt of the Additional Fee Notice.

(d) If monitoring shows a decreased SGR Owner shall not be entitled to any refund.

(e) Once paid to County, the Alternative Impact Fee, Monitoring Fee, and/or Additional School Impact Fee are all non-refundable.

(f) Notwithstanding anything herein seemingly to the contrary, the total amount of Owner's payment(s) of the Alternative Impact Fee and any Additional School Impact Fee(s) shall not exceed the total amount of the school impact fee that would have been payable pursuant to the fee schedule set forth in Article V of Chapter 23 of the Orange County Code (the "School Impact Fee Ordinance") which was in effect on the Effective Date.

6. ***Expansion of Development.*** This Agreement is effective only for the limits and scope of the Project as identified, described, and approved for development by County as of the Effective Date. In the event the Project expands or is altered after the Effective Date, Owner, its successors, and/or assigns shall be subject to County's development review process and OCPS' capacity mitigation and concurrency processes, which may include payment of additional school impact fees pursuant to the then current fee schedule set forth in the School Impact Fee Ordinance.

7. ***Successors and Assigns.*** This Agreement shall be binding upon, and shall inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns of the Parties and shall run with Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Property.

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

Flamingo Crossings, LLC
c/o Walt Disney World Resort Legal Dept.

Attn: General Counsel, Real Estate
1375 Buena Vista Drive, 4th Floor North
Lake Buena Vista, FL 32830

With a copy to: Shutts & Bowen LLP
Attn: Dan O'Keefe, Esq.
300 S. Orange Ave., Ste. 1600
Orlando, FL 32801

And a copy to: Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Attn: Eric L. Stern, Esquire

As to County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839

With copies to: Orange County Public Works Department
Manager, Traffic Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839

Orange County Community, Environmental
and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue
Post Office Box 1393
Orlando, Florida 32802-1393

As to OCPS: The School Board of Orange County, Florida
Facilities Planning
6501 Magic Way, Building 200
Orlando, Florida 32809

With a copy to: The School Board of Orange County, Florida
Office of Legal Services
445 West Amelia Avenue
Orlando, Florida 32801

9. ***Recordation of Agreement.*** The Parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days of the Effective Date.

10. ***Applicable Law.*** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and in accordance with the Orange County Code.

11. ***Specific Performance.*** County, OCPS, and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Notwithstanding the foregoing statement, nothing herein precludes County from imposing one or more liens against the Property for non-payment of school impact fees. Venue for any action(s) 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.

12. ***Attorney Fees.*** In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against another party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and other legal fees.

13. ***Amendments.*** No amendment, modification, or other change to this Agreement shall be binding upon the Parties unless in writing and executed by all the Parties.

14. ***Construction of Agreement.*** Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

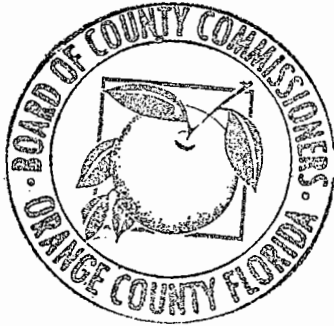
15. ***Counterparts.*** This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. ***Term of Agreement; Effect of Annexation.*** This Agreement shall remain in effect so long as the Property remains a part of unincorporated Orange County, Florida, unless the Parties terminate it sooner in writing. Owner shall not annex the property into a municipality or other political subdivision without first obtaining the consent of County, which shall not be unreasonably withheld, and an executed Assignment and Assumption Agreement, signed by both County and the annexing entity, which shall have an effective date concurrent with the effective date of the annexation, and pursuant to which County shall assign all of County's rights and obligations under this Agreement to the annexing entity and the annexing entity shall accept and assume the same. The Assignment and Assumption Agreement shall also release and discharge the County from all of its obligations under this Agreement from the effective date thereof to the end of time.

17. ***Effective Date.*** This Agreement shall become effective as of the latest date of execution by the Parties.

SIGNATURE PAGES FOLLOW

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



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 10.2.18


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

By: *Katie Smith*
Deputy Clerk

Print name: Katie Smith

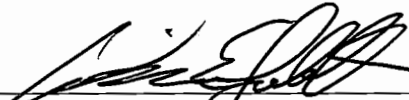
Signed, sealed and delivered in the
presence of:


Print Name: Marilyn Gutierrez


Print Name: Nancy L. Conrad

“OCPS”

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

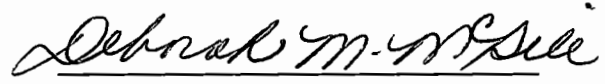
By: 
William E. Sublette, as its Chairman

Date: September 27, 2018

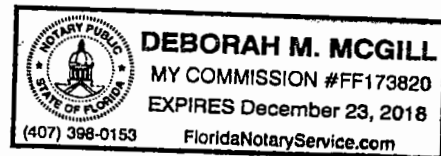
STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 27th day of September, 2018, by William E. Sublette, as Chairman of The School Board of Orange County, Florida, a public corporate body and political subdivision organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. He is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

No.: _____

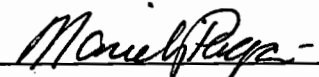

Notary Public
Printed Name: Deborah M. McGill
Commission

My Commission Expires: _____

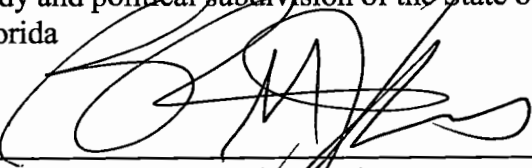


WITNESSES:


Print Name: Martin Crutcher


Print Name: Marieliz Pagan

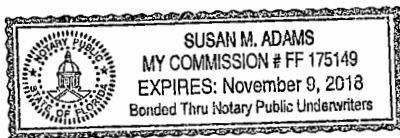
**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public corporate
body and political subdivision of the State of
Florida

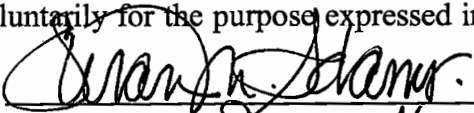
By: 
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Date: September 28, 2018

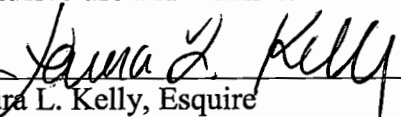
STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of September, 2018, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body and political subdivision organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

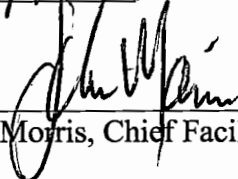



Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board of
Orange County, Florida this 25th day of
September, 2018, for its
exclusive use and reliance.

By: 
Laura L. Kelly, Esquire

Reviewed and approved by Orange
County Public Schools Chief Facilities
Officer this 25th day of
SEPT, 2018.

By: 
John T. Morris, Chief Facilities Officer

WITNESSES:

Gina Willmann
Printed Name: Gina Willmann

Ryan Filip
Printed Name: Ryan Filip

OWNER:

FLAMINGO CROSSINGS, LLC,
a Florida limited liability company

By: Walt Disney Imagineering Research &
Development, Inc., its Manager

By:

Name:

Title:

Date:

Page P. Pierce
Vice President
9/15/2018

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me by
Page P. Pierce, the Vice President of Walt Disney Imagineering
Research & Development, Inc., as the Manager of FLAMINGO CROSSINGS, LLC, a
Florida limited liability company, who is known by me to be the person described herein,
this 5th day of September, 2018. She is personally known to me or has
produced _____ (type of identification) as identification and
did not (circle one) take an oath.

5th day of September, 2018. WITNESS my hand and official seal in the County and State last aforesaid this

Brandi Ferrone

NOTARY PUBLIC

Print Name: Brandi Ferrone

My Commission Expires: 3/14/2022



Exhibit "A"

Project location map

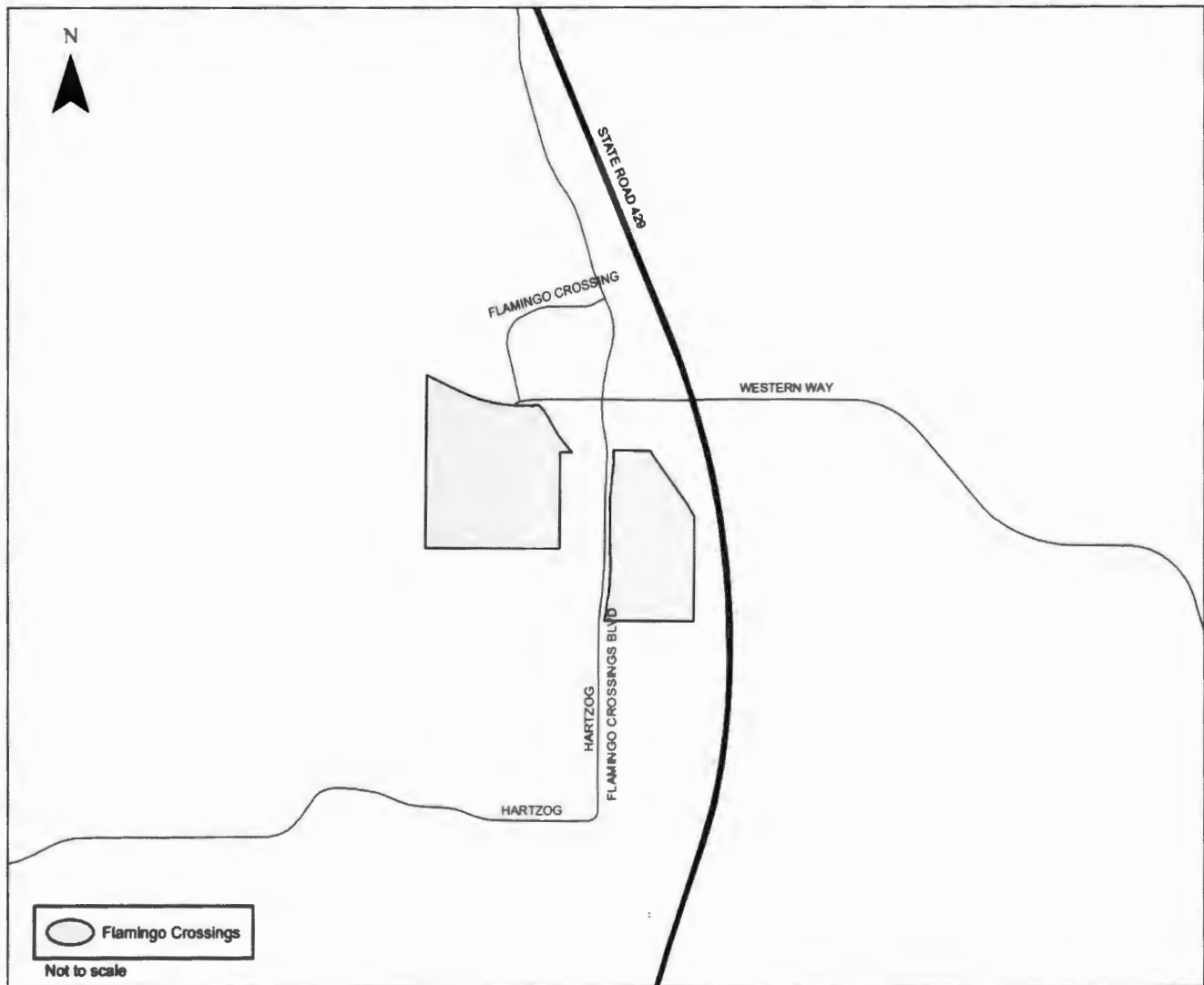


EXHIBIT "B," (page 1 of 4)

Legal Description – Flamingo Crossings East Campus
Parcel ID: 28-24-27-0000-00-001 and 28-24-27-0000-00-021

SKETCH OF DESCRIPTION
SEE SHEET 2 FOR SKETCH
DESCRIPTION

A parcel of land lying in Sections 21 and 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida; thence North 89 degrees 59 minutes 38 seconds East 125.95 feet along the South boundary of the Southeast 1/4 of said Section 21 to the Point of Beginning, said point being a point on the Easterly right of way line Flamingo Crossings Boulevard per Document Number 20140507608 of the Public Records of Orange County, Florida and the beginning of a non-tangent curve concave Westerly and having a radius of 1010.00 feet; thence from a tangent bearing of North 03 degrees 30 minutes 07 seconds West run Northerly along the arc of said curve and said Easterly right of way line 35.34 feet through a central angle of 02 degrees 00 minutes 16 seconds to the end of said curve; thence departing said East right of way line South 88 degrees 37 minutes 00 seconds East 555.72 feet to a point on the Westerly limited access right of way line of State Road No. 429 per Official Records Book 7070, Page 2553 and Official Records Book 7106, Page 2802, said point being beginning of a non-tangent curve concave Northeasterly and having a radius of 808.57 feet; thence from a tangent bearing of South 28 degrees 50 minutes 50 seconds East run Southeasterly along the arc of said curve and said Westerly limited access right of way line 135.36 feet through a central angle of 09 degrees 35 minutes 29 seconds to the end of said curve; thence continue the following courses along said Westerly limited access right of way: South 36 degrees 55 minutes 04 minutes East 690.19 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 2203.93 feet and a central angle of 07 degrees 27 minutes 37 seconds; thence run Southeasterly 286.97 feet along the arc of said curve to the end of said curve; thence South 00 degrees 23 minutes 55 seconds West 1445.89 feet to a point on the South boundary of the North 3/4 of the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 24 South, Range 27 East, Orange County, Florida; thence departing said Westerly limited access right of way line North 89 degrees 43 minutes 33 seconds West 1327.69 feet along said South boundary to a point on the Easterly right of way line Flamingo Crossings Boulevard per Document Number 20110068640 of the Public Records of Orange County, Florida; thence run the following courses along said Easterly right of way line: North 00 degrees 18 minutes 35 seconds East 13.60 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 1175.00 feet; thence from a tangent bearing of North 15 degrees 18 minutes 00 seconds East run Northeasterly along the arc of said curve 143.70 feet through a central angle of 07 degrees 00 minutes 26 seconds to the end of said curve; thence North 81 degrees 42 minutes 32 seconds West 5.50 feet; thence North 08 degrees 17 minutes 29 seconds East 154.78 feet; thence South 81 degrees 42 minutes 32 seconds East 10.00 feet to a point on the Easterly right of way line Flamingo Crossings Boulevard per Document Number 20140507608 of the Public Records of Orange County, Florida; thence run the following courses along said Easterly right of way line: North 08 degrees 17 minutes 29 seconds East 46.90 feet along to the beginning of a tangent curve concave Westerly, having a radius of 2162.49 feet and a central angle of 07 degrees 53 minutes 08 seconds; thence run Northerly 297.62 feet along the arc of said curve to the end of said curve; thence North 14 degrees 40 minutes 42 seconds East 29.81 feet; thence North 00 degrees 00 minutes 44 seconds West 198.27 feet; thence North 22 degrees 50 minutes 28 seconds West 19.33 feet; thence North 00 degrees 00 minutes 44 seconds West 702.26 feet to the beginning of a tangent curve concave Easterly, having a radius of 2004.50 feet and a central angle of 06 degrees 19 minutes 57 seconds; thence run Northerly 221.54 feet along the arc of said curve to the end of said curve; thence North 06 degrees 19 minutes 13 seconds East 311.81 feet to the beginning of a tangent curve concave Westerly, having a radius of 899.35 feet and a central angle of 05 degrees 39 minutes 43 seconds; thence run Northerly 88.87 feet along the arc of said curve and to the end of said curve; thence North 00 degrees 39 minutes 29 seconds East 105.56 feet to the Point of Beginning.

Containing: 60.779 acres, more or less.

NOTES

1. THIS IS NOT A SURVEY.
2. This Sketch represents the Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
3. Bearings shown hereon are based on the South boundary of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of North 89 degrees 59 minutes 38 seconds East.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 08-28-18 DRAWN BY: ADA

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY JR., Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS – LB1

2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

JOB NO. 29177 Sheet 1 of 2 Sheets
29177 EAST SOD.DWG

EXHIBIT "B," (page 2 of 4)

Sketch of Description – Flamingo Crossings East Campus
Parcel ID: 28-24-27-0000-00-001 and 28-24-27-0000-00-021

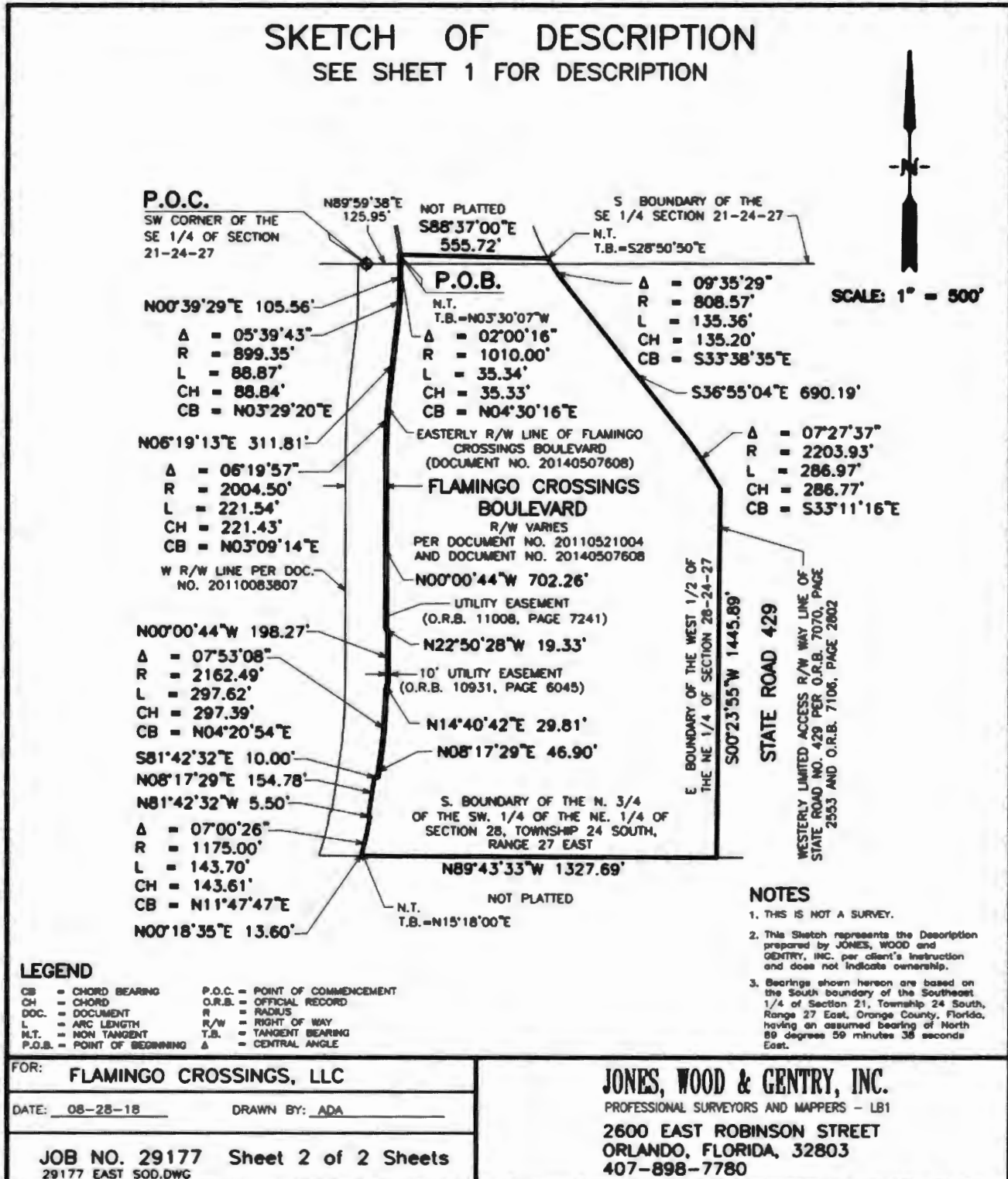


EXHIBIT "B," (page 3 of 4)

Legal Description – Flamingo Crossings West Campus
Parcel ID: 21-24-27-0000-00-061

SKETCH OF DESCRIPTION

DESCRIPTION

A portion of Parcel 1 as described in the Special Warranty Deed recorded in Official Records Book 10274, Page 4901 of the Public Records of Orange County Florida, together with a portion of the Right of Way for Western Way as recorded in Official Records Book 9657, Page 2398 and Official Records Book 9836, Page 4845 of said records, all being in Sections 21 and 28 of Township 24 South, Range 27 East in Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter Corner of said Section 21; thence South 89 degrees 58 minutes 51 seconds West 39.71 feet along the South boundary of the Southwest Quarter of said Section 21 to a point on the boundary of said Parcel 1; thence along said boundary for the following four (4) courses: continue South 89 degrees 58 minutes 51 seconds West 261.02 feet; thence North 00 degrees 11 minutes 15 seconds East 358.93 feet; thence North 68 degrees 34 minutes 31 seconds West 44.23 feet; thence South 52 degrees 06 minutes 19 seconds West 351.54 feet to the Point of Beginning; thence South 40 degrees 06 minutes 17 seconds East 208.02 along said boundary of Parcel 1 to a point on the South boundary of the Southwest Quarter of said Section 21; thence North 89 degrees 58 minutes 51 seconds West 179.07 feet along said South boundary to a point on the East boundary of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 28; thence South 00 degrees 18 minutes 44 seconds West 1325.20 feet along said East boundary to a point on the South boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence North 89 degrees 50 minutes 09 seconds West 1988.94 feet along said South boundary to a point on the West boundary of the Northwest 1/4 of said Section 28; thence North 00 degrees 20 minutes 07 seconds East 1320.16 feet along said West boundary to the Southwest Corner of said Section 21; thence North 00 degrees 46 minutes 30 seconds East 1052.70 feet along the West boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 21 to a point on the South right of way line of the proposed Western Way Extension; thence South 65 degrees 53 minutes 23 seconds East 548.77 along said South right of way line to the beginning of a tangent curve concave Northeasterly and having a radius of 2,158.48 feet; thence Southeasterly 907.68 feet along said South right of way line and along the arc of said curve through a central angle of 24 degrees 05 minutes 38 seconds to the end of said curve; thence South 89 degrees 59 minutes 02 seconds East 173.83 feet along said South right of way line to a point on the South right of way line of Western Way as described in Official Records Book 9657, Page 2398, Official Records Book 9836, Page 4845, Official Records Book 10170, Page 4299 and Official Records Book 10815, Page 4619 of the Public Records of Orange County, Florida; thence Easterly along said South right of way line for the following three (3) courses: South 03 degrees 43 minutes 38 seconds East 6.11 feet; thence North 86 degrees 16 minutes 22 seconds East 22.85 feet; thence North 03 degrees 51 minutes 44 seconds West 4.62 feet to a point on said South boundary of the proposed right of way for Western Way; thence South 89 degrees 59 minutes 02 seconds East 28.34 feet along said South boundary of the proposed right of way; thence North 00 degrees 00 minutes 58 seconds East 11.33 feet along said South boundary to a point along the South right of way line of said Western Way, said point also being the beginning of a non-tangent curve concave Southerly and having a radius of 934.00 feet; thence from a tangent bearing of North 88 degrees 54 minutes 59 seconds East run Easterly 17.80 feet along said South right of way line and the arc of said curve, through a central angle of 01 degrees 05 minutes 31 seconds to the end of said curve; thence South 89 degrees 59 minutes 31 seconds East along said South right of way line, for a distance of 28.71 feet; thence South 46 degrees 15 minutes 22 seconds East 43.38 feet to a point on the boundary of Parcel 1 of a Conservation Easement described in Official Records Book 9630, Page 3791 of the Public Records of Orange County, Florida; thence along said boundary for the following four (4) courses: continue South 46 degrees 15 minutes 22 seconds East 65.40 feet; thence South 34 degrees 19 minutes 16 seconds East 120.76 feet; thence South 32 degrees 10 minutes 23 seconds East 271.63 feet; thence South 40 degrees 06 minutes 17 seconds East 115.45 feet to the Point of Beginning.

Containing 93.305 acres more or less.

NOTES

1. THIS IS NOT A SURVEY.
This Plat represents a Sketch of the
2. Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
3. Bearings shown hereon are based on the South boundary of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of North 89 degrees 59 minutes 36 seconds East.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR: **FLAMINGO CROSSINGS, LLC**

DATE: **08-29-18**

DRAWN BY: **AA**

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 Parcel ID: 21-24-27-0000-00-061

