



Interoffice Memorandum

AGENDA ITEM

DATE: October 4, 2018

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

FROM: Jon V. Weiss, P.E., Director *J.V.W.*
Community, Environmental and Development
Services Department

CONTACT PERSON: Eric Raasch, Interim DRC Chairman *ER*
Development Review Committee - Planning Division
(407) 836-5523

SUBJECT: October 16, 2018 — Consent Item
Sunbridge Planned Development (PD)
First Amendment to Adequate Public Facilities (APF)
Agreement - Case # APF-18-04-127

The Sunbridge Planned Development – Regulating Plan (PD-RP), containing 4,787 gross acres, was originally approved on November 29, 2016 and currently encompasses 7,370 residential dwellings, 6,350,000 square feet of office/retail uses, 2,900,000 square feet of industrial uses, 490 hotel rooms, schools, parks, and a fire station. Concurrent with the PD-RP, the initial Sunbridge Adequate Public Facilities (APF) Agreement was also approved by the Board on November 29, 2016. The project is generally located north and south of State Road 528, west of Turkey Creek and the Disston Canal.

The First Amendment to the APF Agreement provides for a delay in timing of the APF park conveyance in order to allow for development of non-residential uses prior to platting of the first residential subdivision. The Agreement has been approved by the County Attorney's Office as to form and was recommended for approval by the Development Review Committee on July 25, 2018. Upon approval, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval of First Amendment to Adequate Public Facilities Agreement for Sunbridge PD by and among Tavistock East Holdings, LLC and Orange County to provide for a delay in timing of the park conveyance. District 4

Attachment
JVW/EPR/stt

This instrument prepared by and after
recording return to:

Linda Loomis Shelley
Buchanan Ingersoll & Rooney PC
101 N Monroe Street, Suite 1090
Tallahassee, FL 32301

Project: Sunbridge PD

Tax Parcel I.D. No(s):

10-24-32-0000-00-004, 06-24-32-0000-00-001, 25-23-31-0000-00-001,
36-23-31-3849-00-060, 36-23-31-0000-00-007, 36-23-31-3849-08-000,
36-23-31-3849-09-000, 36-23-31-3849-07-000, 36-23-31-3849-05-000,
36-23-31-3849-00-010, 36-23-31-3849-02-000, 36-23-31-0000-00-003,
36-23-31-0000-00-006, 36-23-31-3849-00-040, 36-23-31-3849-00-050,
36-23-31-3849-00-020, 31-23-32-0000-00-002, 31-23-32-0000-00-005,
36-23-31-3849-06-000, 36-23-31-0000-00-002, 06-24-32-0000-00-017,
31-23-32-3859-00-008, 36-23-31-3849-00-030, 32-23-32-0000-00-001,
25-23-31-0000-00-003, 18-24-32-0000-00-004, 06-24-32-0000-00-019,
25-23-31-0000-00-002.

**FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES
AGREEMENT FOR SUNBRIDGE PD**

**THIS FIRST AMENDMENT TO THE ADEQUATE PUBLIC
FACILITIES AGREEMENT FOR SUNBRIDGE PD** (the “**First
Amendment**”), effective as of the latest date of execution (“**Effective Date**”), is
made and entered into by and among **TAVISTOCK EAST HOLDINGS, LLC**
(“**Applicant**”), a Florida limited liability company, 6900 Tavistock Lakes Blvd,
Suite 200, Orlando, FL 32827, on behalf of all owners of real property which is
subject to this Agreement, and **ORANGE COUNTY**, a charter county and

political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**").

SUBURBAN LAND RESERVE, INC., a Utah Corporation, 79 S. Main Street, Suite 500, Salt Lake City UT 84111, individually and as the duly authorized representative of other owners of real property within the Sunbridge Planned Development, hereby consents to and joins in this First Amendment, and is referred to collectively herein as the "Owners."

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 ("School Board") has joined and consented to the execution of this First Amendment to the Adequate Public Facilities Agreement for the purposes and upon the terms expressly set forth in the Adequate Public Facilities Agreement for Sunbridge PD and the attached Joinder and Consent instrument.

RECITALS:

WHEREAS, on, November 29, 2016, the Board of County Commissioners approved an Adequate Public Facilities Agreement ("APF Agreement") between the County and the Applicant, with an Effective Date of November 30, 2016, and

recorded as Document Number 20160659205, in the Public Records of Orange County, Florida; and

WHEREAS, the Applicant also entered into a Transportation Agreement for Sunbridge Parkway (“Transportation Agreement”) with the County, which was approved by the Board of County Commissioners on April 25, 2017, with an Effective Date of May 1, 2017, and recorded as Document Number 20170253449, in the Public Records of Orange County, Florida; and

WHEREAS, the Applicant has requested an amendment to the Transportation Agreement to delay the timing for conveyance of fee title to Road ROW, conveyance of Easement interests, and conveyance of Ponds in fee or by easement, to a date not later than one hundred eighty (180) days after Substantial Completion of a Segment or a portion of a Segment of the Sunbridge Parkway, as such terms capitalized in this paragraph are defined in the Transportation Agreement; and

WHEREAS, Applicant desires to eliminate inconsistent terms between the Transportation Agreement, as amended, and the APF Agreement regarding the timing of conveyance by clarifying that the timing of all conveyances; and

WHEREAS, in order to allow nonresidential development east of the railroad to proceed in a timely manner, Applicant desires to delay the timing of

conveyance of certain APF Park Lands until a date prior to recording the plat for the first residential subdivision; and

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

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

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

2. Subsection 2 of the APF Agreement is amended, as follows:

2. Dedication of APF Land. The following lands shall be conveyed to the County by Applicant to meet APF requirements:

- a. Right(s)-of-way for the roads depicted on Exhibit “C” attached hereto. The approximate acreage of APF Lands for road rights-of-way is 158.67 acres, inclusive of ponds.

It is contemplated that wider right(s)-of-way may be required in some locations, such as at intersections, to facilitate traffic movement.

b. Fire and EMS facilities as depicted on Exhibit “C” attached hereto.

The approximate acreage of APF Lands for fire and EMS facilities is 2.5 acres.

c. APF Park facilities as depicted on Exhibit “C” hereto. The approximate acreage of APF Lands for parks is 28 acres. The size and location of the parcel to be conveyed for APF Park facilities is approximate and it shall be conveyed to the County prior to recording the plat for the first residential subdivision, with the dimensions and location of the parcel finalized prior to approval of the first preliminary Subdivision Plan or Development Plan within the Sunbridge PD. Credit against Parks and recreation impact fees shall be pursuant to section 23-182, Orange County Code.

d. A 25-foot wide utility easement and a 20-foot wide temporary construction easement as depicted on Exhibit “C” attached hereto. The easement locations shall be more particularly identified prior to approval of the first PSP/PD within the Sunbridge PD. The easements shall originate at the western boundary of the PD immediately north of the existing power easement, and shall extend east or northeast to Sunbridge Parkway.

3. Subsection 11 of the APF Agreement is amended, as follows:

Section 11. Timing of Conveyance to County. As an alternative to conveyance prior to or in connection with Planned Development approval,

Applicant has elected to convey at a later time, similar to what is contemplated by Sec. 30-714 of the APF/TDR Ordinance for the Village Land Use

Classification. Conveyance of APF Lands required for fire and EMS facilities (as further addressed in the Acknowledgment, Joinder, and Consent attached hereto and made a part hereof) shall be prior to approval by the County of the first subdivision construction plans and commercial site plans, whichever occurs first. Conveyance shall be defined as submittal of all conveyance documents, approval by the Board of County Commissioners, and recordation of the deed(s).

Notwithstanding anything seemingly contrary to the above, the parties acknowledge and agree that satisfaction of Applicant's APF obligations for fire and EMS facilities_ must take place prior to County approval of the initial plat for the PD Property, except that development of industrial property located east of the railroad may proceed prior to conveyance of any APF facilities except the 25-foot wide utility easement and the 20-foot wide temporary construction easement as depicted on Exhibit "C." The timing of conveyance for road rights-of-way and associated easements and ponds for the Sunbridge Parkway shall take place no later than one hundred eighty (180) days after Substantial Completion of a Segment or a portion of a Segment of the Sunbridge Parkway, as set forth in that certain Transportation Agreement for Sunbridge Parkway, recorded as Instrument

No. 20170253449, Public Records of Orange County, Florida, as amended by that certain First Amendment to the Transportation Agreement effective as of even date herewith, as may be further amended from time to time. The timing of conveyance of APF Park facilities shall take place prior to recording the plat for the first residential subdivision. The timing of conveyance of the 25-foot wide utility easement and the 20-foot wide temporary construction easement, as depicted on Exhibit "C," shall take place prior to approval of the first set of construction plans within the PD.

4. Defined Terms. Any capitalized terms not defined herein shall have the same definition as in the APF Agreement or in the Transportation Agreement, as applicable.

5. Notice. Any notice delivered with respect to this First Amendment or the APF 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.

COUNTY: Orange County
County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393

With copies to: Orange County
Community, Environmental, and Development
Services Department Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393

Orange County
Community, Environmental, and Development
Services Department Manager, Transportation
Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070

Orange County
Utilities Department, Director of Utilities
9150 Curry Ford Road
Orlando, Florida 32825

APPLICANT: Tavistock East Holdings, LLC
6900 Tavistock Lakes Blvd, Suite 200
Orlando, FL 32827
Attn: James Zboril, President

With a copy to: Suburban Land Reserve, Inc.
79 South Main St., Suite 500
Salt Lake City, UT 84111
Attn: R. Steven Romney

And: Central Property Holdings 100, LLC
Central Property Holdings 200, LLC
Attn: E. Erik Johnson
79 South Main St., Suite 1000
Salt Lake City, UT 84111

Vivien Monaco
Burr & Forman, LLP
200 South Orange Ave., Suite 800
Orlando, FL 32801

Loyal Hulme
Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

Farmland Reserve, Inc.
Attn: E. Erik Johnson
79 South Main St., Suite 1000
Salt Lake City, UT 84111

SCHOOL Board: The School Board of Orange County, Florida
445 West Amelia Street
Orlando, FL 32801
Attn: Superintendent of Schools

With a Copy to: Orange County Public Schools
445 West Amelia Street
Orlando, FL 32801
Attn: Office of Planning and Governmental
Relations

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

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

7. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this First Amendment and in the Agreement.

8. 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.

9. Limitation of Remedies. County and Applicant expressly agree that the consideration, in part, for each of them entering into this First Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this First Amendment. Accordingly, the remedies available to each party shall be as stated in the Agreement.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Adequate Public Facility Agreement for Sunbridge PD to be duly executed by their respective duly authorized representatives on the dates set forth below, but effective as of the Effective Date.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 10.16.18

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

By: *Lakela Louis*
for Deputy Clerk

Printed name: Lakela Louis

WITNESSES:

“APPLICANT”

**TAVISTOCK EAST HOLDINGS, LLC,
a Florida Limited Liability Company**

Diana Garcia
Print Name: *Diana Garcia*
Kira Tejada
Print Name: *Kira Tejada*

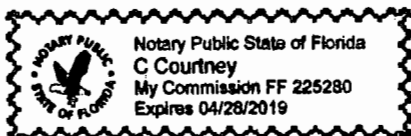
By: *[Signature]*
James Zboril, President
Date: *08/13/18*

STATE OF FLORIDA

COUNTY OF *Orange*

The foregoing instrument was acknowledged before me by James Zboril, the President of Tavistock East Holdings, LLC, a Florida limited liability company, on behalf of the company, who is known by me to be the person described in herein and who executed the foregoing, this *13th* day of *August*, 2018. He/she 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 *13th* day of *August*, 2018.



C Courtney
Notary Public

Print Name: *C Courtney*
My Commission Expires: *04/28/19*

JOINDER AND CONSENT OF SUBURBAN LAND RESERVE, INC.

Suburban Land Reserve, Inc., a Utah corporation, for itself and on behalf of all other owners of real property within the Sunbridge Planned Development, hereby joins in and consents to the First Amendment to the Adequate Public Facilities Agreement for Sunbridge PD as a "joinder" party for the express purpose of acknowledging and agreeing to the terms contained in this First Amendment to said Agreement.

Signed, witnessed, executed and acknowledged on this 6 day of August, 2018.

WITNESSES:

SUBURBAN LAND RESERVE, INC.

David Cannon
Print Name: David Cannon

Charles B. Russell
Print Name: Charles B. Russell

STATE OF UTAH
COUNTY OF SALT LAKE

A Utah Corporation
By: R. Steven Romney
Name: R. Steven Romney
Title: President
Date: _____

The foregoing instrument was acknowledged before me by R. Steven Romney, the President of Suburban Land Reserve, Inc., on behalf of the corporation, who is known by me to be the person described in herein and who executed the foregoing, this 6 day of August, 2018. He/she is personally known to me or has produced passport as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of August, 2018.



Marilyn F. Nielson
Notary Public
Print Name: Marilyn F. Nielson
My Commission Expires: 8/9/2021

JOINDER AND CONSENT OF SCHOOL BOARD

The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents of the First Amendment to the APF Agreement as "joinder" party for the limited purpose of acknowledging the terms pertaining to the School Site as set forth in the provisions of Paragraph 8 of the APF Agreement, which shall be the only terms of the Agreement which will run with title to the land in connection with School Board's future acquisition of title to the School Site. Nothing in the Agreement or School Board's execution of the Agreement as a joinder party shall be deemed to modify, alter or vary the terms of the CEA and the terms of the CEA shall control in the event that there is any conflict between the terms of the CEA and this Agreement.

Signed, sealed and delivered in the

"SCHOOL BOARD"

presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

Print Name: Marilyn Gutierrez

Print Name: Nancy L. Conover

By: William E. Sublette

Name: William E. Sublette

Title: Chairman

Date: 8.31.18

STATE OF FLORIDA)

) s.s.:

COUNTY OF ORANGE)


The foregoing instrument was acknowledged before me this 31st day of August, 2018, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a public corporate body 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.

MARGARITA C. RIVERA
MY COMMISSION # GG061688
EXPIRES January 10, 2021

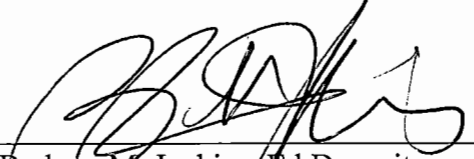
Margarita Rivera
Notary Public
Printed Name: Margarita Rivera
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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


Print Name: Nancy L. Conover

By:



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

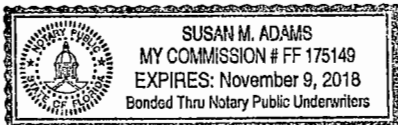
Date:

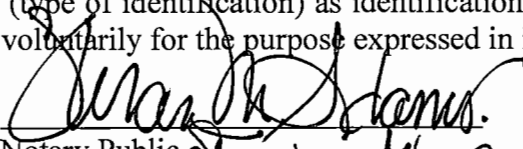
8.31.18


Print Name: Manelie Pagan

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

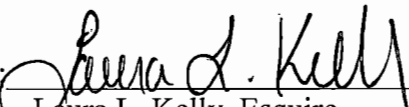
 The foregoing instrument was acknowledged before me this 31st day of August, 2018, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The 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.

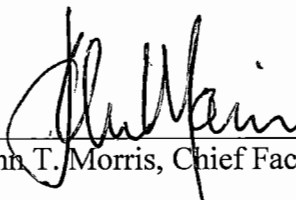



Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board of
Orange County, Florida this 27th day
of August, 2018, for its
exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
27th day of AUGUST, 2018.

By: 
Laura L. Kelly, Esquire

By: 
John T. Morris, Chief Facilities Officer

ACKNOWLEDGMENT, JOINDER, AND CONSENT

THIS ACKNOWLEDGMENT, JOINDER, AND CONSENT ("Acknowledgment") dated as of the Effective Date (the "Effective Date" is the date of the last signature hereto), is made by CENTRAL FLORIDA PROPERTY HOLDINGS 100, LLC, a Florida limited liability company ("CFPH 100"); CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC, a Florida limited liability company ("CFPH 200") (collectively, "CFPH 100 and 200"); FARMLAND RESERVE, INC., a Utah non-profit corporation ("FRI"); and SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "County").

This Acknowledgment is made with reference to the following facts:

A. FRI is the current fee simple owner, but not the developer, of a majority of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "FRI IWE Property"), and that certain real property commonly referred to as Camino Reale South (the "Camino South Property"). FRI is not in the land development business and is not a developer.

B. CFPH 100 and 200 are the current fee simple owners, but not the developer, of the southwest portion of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "CFPH 100 and 200 IWE Property").

C. SLR is the current fee simple owner of certain real property located in Orange County, Florida, commonly referred to as ICP ("SLR ICP Property").

Collectively, the FRI IWE Property, the Camino South Property, the CFPH 100 and 200 IWE Property, and the SLR ICP Property are referred to herein as the "Property."

D. Pursuant to a purchase and sale agreement, SLR has obtained the rights to purchase the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, and the rights to perform any actions necessary to entitle and develop such property, subject to the fulfillment of certain conditions.

E. SLR does hereby state that SLR has granted to Tavistock East Holdings, LLC, a Florida limited liability company ("Tavistock"), its rights to purchase, entitle, and develop the Property, including the FRI IWE Property and the CFPH 100 and 200 IWE Property, pursuant to a separate agreement between Tavistock and SLR.

F. FRI and CFPH 100 and 200 understand and SLR does hereby state that, under certain conditions being met, including those set forth in a separate written agreement between SLR and Tavistock, SLR (i) will grant to Tavistock its rights to purchase the Property, and (ii) has authorized Tavistock to perform certain actions necessary to entitle, encumber, and develop the Property pursuant to a separate agreement between Tavistock and SLR.

G. FRI and CFPH 100 and 200 understand and acknowledge that Tavistock and/or SLR will be required to enter into certain agreements with the County to entitle, encumber, and obtain approvals to develop the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, respectively, prior to Tavistock's purchase of such properties, and that such

agreements, including the Adequate Public Facilities Agreement for Sunbridge PD ("APF Agreement"), may apply to and affect the Property while FRI and CFPH 100 and 200 are the fee simple owners of their respective properties.

H. SLR understands and acknowledges that the authorization that SLR has granted to Tavistock to entitle, encumber, and develop the Property, pursuant to a separate agreement between Tavistock and SLR, has required or will require Tavistock to enter into agreements with the County, and pursuant to that authorization, Tavistock entered into that certain APF Agreement between Tavistock and the County approved by the County on November 29, 2016, with an Effective Date of November 30, 2016, and recorded as Document Number 20160659205, in the Public Records of Orange County, Florida (the "Agreement").

I. SLR understands and acknowledges that the authorization that SLR has granted to Tavistock to entitle, encumber, and develop the Property, pursuant to that separate agreement between Tavistock and SLR, may require Tavistock to enter into further agreements or amendments to existing agreements with the County, including the First Amendment to the APF Agreement for Sunbridge PD (the "First Amendment"), and that such agreements or amendments may apply to and affect the SLR ICP Property, the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property while SLR, FRI, and CFPH 100 and 200 are the respective fee simple owners of such property, including, but not limited to the requirement to convey easements over certain designated portions of such property necessary for construction of Sunbridge Parkway (the "ROW&E") and other roads at certain designated times.

J. Due to FRI, CFPH 100 and 200, and SLR's current ownership of and existing rights in the Property, the County desires that SLR, CFPH 100 and 200, and FRI acknowledge, join in, and consent to the First Amendment between the County and Tavistock.

NOW THEREFORE SLR, CFPH 100 and 200, and FRI, as applicable, hereby state the following:

1. FRI and CFPH 100 and 200 Acknowledgment, Joinder, and Consent.
FRI and CFPH 100 and 200 acknowledge that SLR has a current and existing right to purchase, develop, and pursue entitlements on the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, respectively, which includes the right to pursue and finalize the First Amendment, which will apply to and affect such properties. FRI and CFPH 100 and 200 join and consent to the First Amendment solely for the purposes of (i) consenting to have the First Amendment recorded in the Public Records of Orange County, Florida upon their respective properties, such that it will encumber, run with title to, and create a servitude upon the Property, and (ii) agreeing to convey any ROW&E located within the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property to the applicable governing entity, SLR or its successor in title prior to the time such conveyances are required pursuant to the APF Agreement as amended by the First Amendment so that SLR or Tavistock, or their respective successors in title, can perform under the APF Agreement as amended by the First Amendment, which conveyance(s) will be consistent with the rights obtained by SLR, or its successor in title, from FRI and CFPH 100 and 200 referenced herein in Recital D.

2. SLR Acknowledgment, Joinder, and Consent. SLR acknowledges that Tavistock has conditionally obtained from SLR its current and existing right to purchase, develop, and pursue entitlements on the Property, which includes the right to pursue and finalize the First Amendment, and agrees to convey any ROW&E to the applicable governing entity, Tavistock, or its successor in title, or to the County, as may be applicable, prior to the time such conveyances are required under the APF Agreement as amended by the First Amendment, which conveyance(s) will be consistent with the rights obtained by Tavistock from SLR referenced herein in Recital E. SLR consents to having the First Amendment recorded in the Public Records of Orange County, Florida upon its respective properties, such that it will encumber, run with title to, and create a servitude upon the Property.

[SIGNATURES ON FOLLOWING PAGES]

Signed, witnessed, executed, and acknowledged by the parties as set forth below.

FARMLAND RESERVE, INC.,
a Utah non-profit corporation

By: [Signature]

Name (Print): K. Erik Jacobsen

Its: Pres

Date: 8/3/18

STATE OF Florida

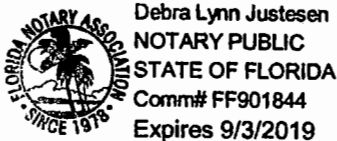
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 3rd day of August, 2018, by K. Erik Jacobsen, as President of Farmland Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation. He is ☒ personally known to me or produced as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of August, 2018.

[Affix Notary Seal]

[Signature]
Signature of Notary



SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: R. Steven Romney
Name (Print): R. Steven Romney
Its: President

Date: Aug. 6, 2018

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 6 day of August, 2018, by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation, on behalf of the corporation. He is ✓ personally known to me or ✓ produced Passport as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 6 day of August, 2018.

[Affix Notary Seal]



Marilyn F. Nielson
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 100, LLC

a Florida limited liability company

By: [Signature]

Name (Print): K. Erik Jacobsen

Its: Mgr

Date: 8/3/18

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 3rd day of August, 2018, by K. Erik Jacobsen, as Manager of Central Florida Property Holdings 100, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of August, 2018.

[Affix Notary Seal]



Debra Lynn Justesen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901844
Expires 9/3/2019

Debra Lynn Justesen
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 200, LLC

a Florida limited liability company

By: [Signature]
Name (Print): K. Erik Jacobsen
Its: Manager
Date: 8/3/18

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3rd day of August, 2018, by K. Erik Jacobsen, as Manager of Central Florida Property Holdings 200, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of August, 2018.

[Affix Notary Seal]



Debra Lynn Justesen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901844
Expires 9/3/2019

[Signature]
Signature of Notary