

Interoffice Memorandum

AGENDA ITEM

October 3, 2018 Mayor Teresa Jacobs TO: Board of County Commissioners FROM: anges E. Harrison, Esq., P.E., Chairman wadway Agreement Committee ssistant County Administrator's Office 407) 836-5313 SUBJECT October 16, 2018 - Consent Item Transportation Impact Fee Agreement VOA-Nerbonne PD Wildwood Avenue and Westwood Boulevard (Related to Case #CDR-18-03-076)

The Roadway Agreement Committee has reviewed a Transportation Impact Fee Agreement ("Agreement") by and among Westwood Vista Corporation ("Westwood"), I-Drive Loan Associates, LLC ("I-Drive"), and Orange County for the dedication of right of way for Wildwood Avenue and Westwood Boulevard. This project has an associated Change Determination Request (CDR-18-03-076) of the VOA-Nerbonne PD which has been recommended for approval by the Development Review Committee. Within 120 days of the effective date of this Agreement, Westwood and I-Drive shall convey the required right of way by general warranty deed. Westwood shall convey 0.235 acres in return for transportation impact fee credits of \$255,975, resulting from an agreed-upon fair market value of \$1,089,255.32 per acre. I-Drive shall convey 0.824 acres of right of way in return for transportation impact fee credits of \$538,710, resulting from an agreedupon fair market value of \$653,774.27 per acre. Between the two properties, the total acreage is 1.059 acres and the total transportation impact fee credits are \$794,685.

The Roadway Agreement Committee approved the Transportation Impact Fee Agreement on August 15, 2018. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Transportation Impact Fee Agreement VOA-Nerbonne PD Wildwood Avenue and Westwood Boulevard by and among Westwood Vista Corporation, I-Drive Loan Associates, LLC, and Orange County for the conveyance of a total of 1.059 acres of right of way for Wildwood Avenue and Westwood Boulevard for \$794,685 in transportation impact fee credits. District 1.

JEH|HEGB:am Attachments

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: October 16, 2018

This instrument prepared by and after recording return to: THOMAS R. SULLIVAN, ESQ. GrayRobinson, P.A. 301 East Pine Street, Suite 1400 Orlando, Florida 32801 (407) 843-8880

Parcel ID Number(s): 23-24-28-5844-00-570 23-24-28-5844-00-571

TRANSPORTATION IMPACT FEE AGREEMENT

VOA-NERBONNE PD

WILDWOOD AVENUE AND WESTWOOD BOULEVARD

This Transportation Impact Fee Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and among Westwood Vista Corporation, a Florida corporation ("Westwood"), whose mailing address is 3041 Tindall Acres Road, Kissimmee, Florida 34744, I-Drive Loan Associates, LLC, a New Jersey limited liability company, whose mailing address is c/o Kennedy Funding, 930 Sylvan Avenue, Suite 100, Englewood Cliffs, New Jersey 07632 ("I-Drive"), 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, Westwood 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 on "Exhibit B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "Westwood Property"); and WHEREAS, I-Drive is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "C", and as more particularly described on "Exhibit D" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "I-Drive Property"); and

WHEREAS, I-Drive and Westwood are individually referred to herein as an "Owner"; and

WHEREAS, I-Drive is developing the I-Drive Property as a self-storage facility and other to be determined uses consistent with the VOA-Nerbonne PD (the "I-Drive Project"); and

WHEREAS, Westwood intends to develop the Westwood Property consistent with the VOA-Nerbonne PD (the "Westwood Project"); and

WHEREAS, I-Drive is willing to convey to County certain portions of the I-Drive Property (the "I-Drive ROW Conveyance") in return for credits against transportation impact fees to be paid in the future in connection with the I-Drive Project; and

WHEREAS, Westwood is willing to convey to County certain portions of the Westwood Property (the "Westwood ROW Conveyance") in return for credits against transportation impact fees to be paid in the future in connection with the Westwood Project; and

WHEREAS, the I-Drive ROW Conveyance and the Westwood ROW Conveyance are collectively hereinafter referred to as the "ROW Conveyance"; and

WHEREAS, the Orange County Engineer has declared Wildwood Avenue and Westwood Boulevard Extension to be impact fee eligible; and

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

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

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

Section 2. Conveyance of Land to County by Owner.

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

In the event conveyance 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 general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Each Owner shall pay all costs associated with the conveyance of its portion 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 the applicable 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 the applicable Owner for the year of conveyance.

(c) *Title Policy*. No less than thirty (30) days prior to conveyance of the Conveyed Lands, each Owner shall deliver to County, at such 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 each 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 hereby agree that the value of the Conveyed Lands to be conveyed by Westwood to County, in return for credits against transportation impact fees to be paid in the future in connection with the Westwood Project, is \$255,975.00. This total results from an agreed-upon fair market value of \$1,089,255.32 per acre, or fraction thereof, and a total acreage of 0.235 acre(s).

The Parties hereby agree that the value of the Conveyed Lands to be conveyed by I-Drive to County, in return for credits against transportation impact fees to be paid in the future in connection with the I-Drive Project, is \$538,710.00. This total results from an agreed-upon fair market value of \$653,774.27 per acre, or fraction thereof, and a total acreage of 0.824 acre(s).

(e) *Environmental Audit*. No less than thirty (30) days prior to conveyance, such Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by such Owner's portion of the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, and 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, each Owner shall submit to County a Phase II environmental audit in accordance with the standards set forth in ASTM E-1528. 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) each Owner shall remediate such Owner's portion of the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) each Owner and County shall negotiate and enter into a separate agreement or agreements 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. Each Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 3. Transportation Impact Fee Credits. Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, County shall credit on its books to the account of each 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 each Owner is entitled under the Impact Fee Ordinance. Such transportation impact fee credits may only be used in transportation impact fee zone # 4. Thereafter, as impact fees become payable from time to time in connection with the I-

;

Drive Project or the Westwood Project, and if so instructed by the applicable Owner, County shall deduct such amounts payable from the applicable Owner's account.

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

Nothing herein shall prevent each 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 4. Utilities. This agreement does not address utility requirements. Each 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 5. 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.

Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 7 of 23

As to Westwood:	Westwood Vista Corporation 3041 Tindall Acres Road Kissimmee, Florida 34744 Attention: Robert Trost
With a copy to:	Thomas R. Sullivan, Esq. c/o GrayRobinson, P.A. 301 E. Pine Street, Suite 1400 Orlando, Florida 32801
As to I-Drive:	I-Drive Loan Associates, LLC 930 Sylvan Avenue, Suite 100 Englewood Cliffs, NJ 07632 Attention: Kevin Wolfer
With a copy to:	Jordan B. DeFlora, Esq. c/o Kennedy Funding, Inc. 930 Sylvan Avenue, Suite 100 Englewood Cliffs, NJ 07632
As to County:	Orange County Administrator P.O. Box 1393 201 S. Rosalind Ave Orlando, FL 32802-1393
With a copy to:	Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division Orange County Public Works Complex 4200 S. John Young Parkway Orlando, Florida 32839-9205

Section 6. Covenants Running with the Land. This Agreement shall run with the I-Drive Property and the Westwood Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the I-Drive Property and/or the Westwood Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from each Owner's transportation impact fee account shall remain with each Owner unless expressly assigned in writing to another by Owner.

Section 7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Westwood's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 8. 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 9. 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 10. 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 11. Limitation of Remedies. County, I-Drive and Westwood 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 I-Drive or Westwood 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 I-Drive or Westwood 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 I-Drive or Westwood, but which I-Drive or Westwood has failed or refused to do when required; or

(iii) the withholding of development permits and other approvals or permits in connection with the I-Drive Project or the Westwood Project and/or the I-Drive Property or the Westwood 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 each Owner's remedies*. Upon any failure by County to perform its obligations under this Agreement, each 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 each Owner; or

(iv) any combination of the foregoing.

Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 10 of 23

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

Section 13. 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 14. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the I-Drive Property and the Westwood Property remain in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the I-Drive Property or the Westwood 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 each Owner.

[Signatures appear on following pages]

Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 11 of 23

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, Orange County Mayor 10.22.18 Date:

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

La Louis By: for Deputy Clerk

Printed Name: Lakel

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WESTWOOD VISTA CORPORATION, A FLORIDA CORPORATION

Bv:

Printed Name: Robert Trost

Title: President

Date: 10/5

WITNESSES Printed Name: (

Printed Name: Keegan Lafond

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Robert Trost, as President of Westwood Vista Corporation, a Florida corporation, who is known by me to be the person described herein and who executed the foregoing, this <u>5</u> day of <u>Cetober</u>, 2018. He is personally known to me or has produced <u>Florida Orvis Ucense</u> as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this $\underline{\int}$ day of <u>October</u>, 2018.



Notary Public Print Name: appointment vember 30,2019 omplission Expires: My C

Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 13 of 23

I-DRIVE LOAN ASSOCIATES, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY

By: Flug Funding, Inc. Manager

By:

Printed name: Kevin Wolfer

Title: President

Date:

WITNESSES: M

NIKOIQS Printed Name: Printed Name: STATE OF COUNTY OF Berall

The foregoing instrument was acknowledged before me by Kevin Wolfer as President of Flug Funding, Inc., a New Jersey corporation, the Manager of I-Drive Loan Associates, LLC, a New Jersey limited liability company, who is known by me to be the person described herein and who executed the foregoing, this $\underline{\delta^{+n}}$ day of $\underline{Ochober}$, 2018. He is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this $\underline{\mathcal{C}}^{+}$ day of $\underline{\mathcal{O}}_{\underline{\mathcal{C}}}$ $\underline{\mathcal{O$

Notary Public

Print Name: <u>AMY MINERVINI</u> NOTARY PUBLIC My Commission ExpireSTATE OF NEW JERSEY ID # 50088438 MY COMMISSION EXPIRES AUG. 17, 2023 Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 14 of 23

Exhibit "A"



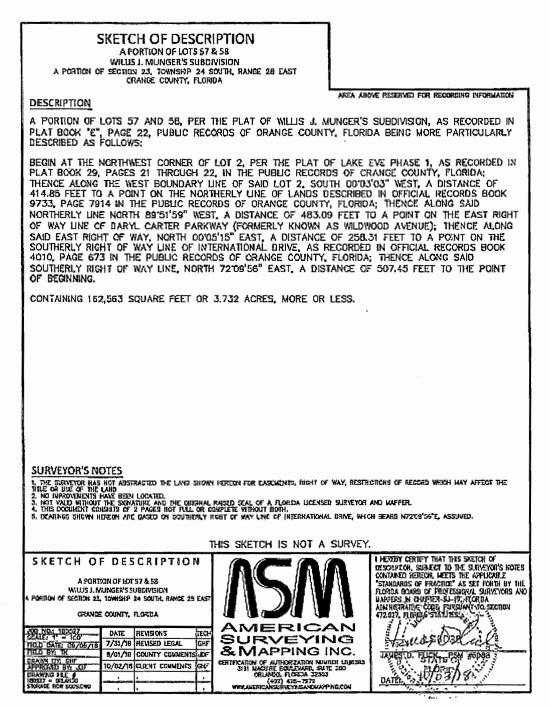
Project Location Map for Westwood Property

Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 15 of 23

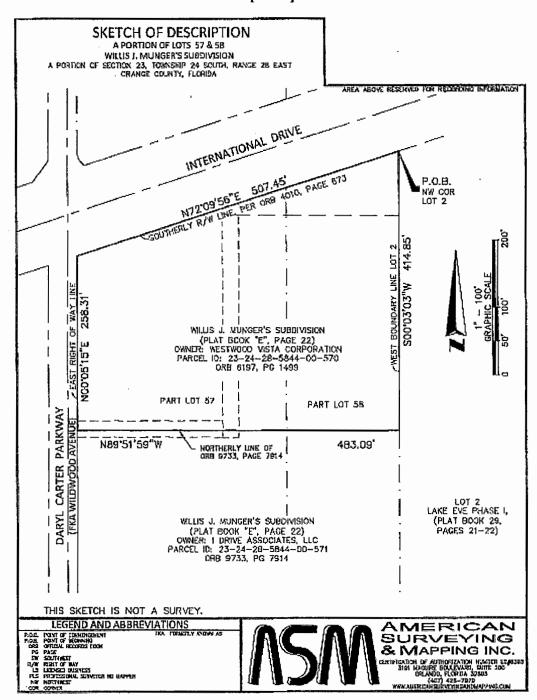
Exhibit "B"

Legal Description and Sketch of Description for Westwood Property

[1 of 2]



Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 16 of 23



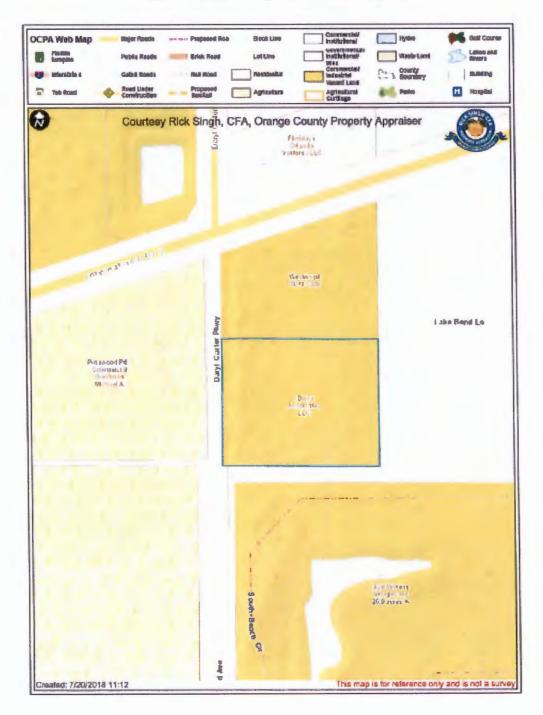
Legal Description and Sketch of Description for Westwood Property

[2 of 2]

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Exhibit "C"

Project Location Map for I-Drive Property

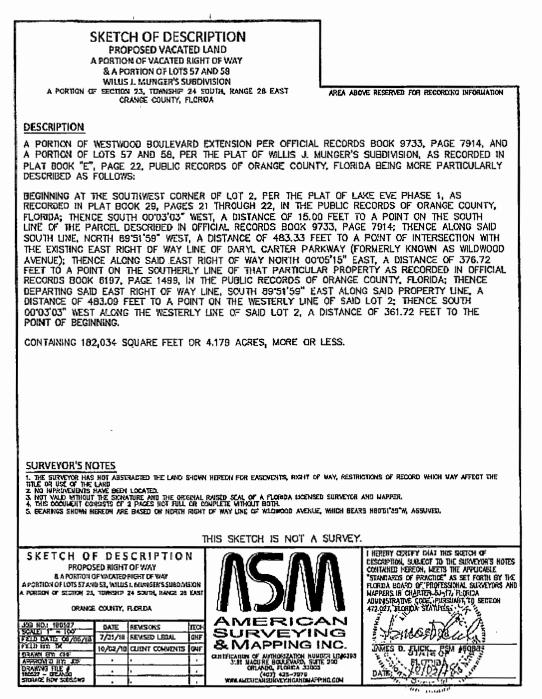


Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 18 of 23

Exhibit "D"

Legal Description and Sketch of Description for I-Drive Property

[1 of 2]



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Legal Description and Sketch of Description for I-Drive Property

[2 of 2]

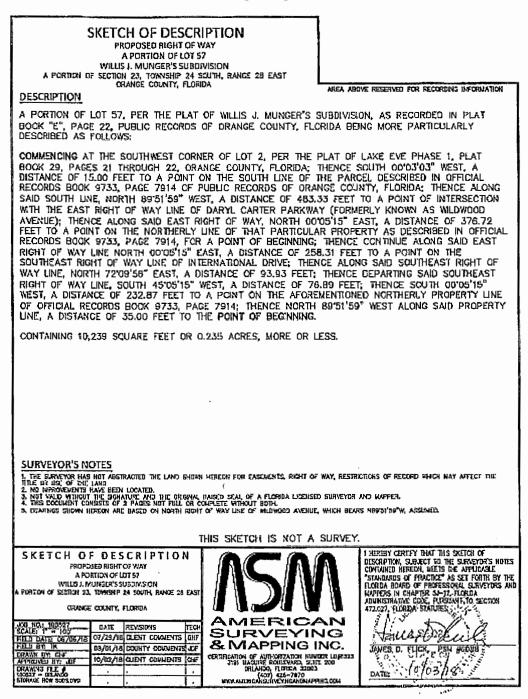
SKETCH OF DESCRIPTION PROPOSED VACATED LAND A PORTION OF VACATED RIGHT OF WAY & A PORTION OF LOTS 57 AND 58 WILLIS J. MUNGER'S SUBDIVISION A PORTION OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST CRANGE COUNTY, FLORDA	one reserved for recording information	
DESCRIPTION A PORTION OF WESTWOOD BOULEVARD EXTENSION PER OFFICIAL RECORDS BOOK 9733, PAGE 7914, AND A PORTION OF LOTS 57 AND 58, PER THE PLAT OF WILLIS J. MUNGER'S SUBDIMISION, AS RECORDED IN PLAT BOOK "E", PAGE 22, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:		
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2. PER THE PLAT OF LAKE EVE PHASE 1, AS RECORDED IN PLAT BOOK 29, PAGES 21 THROUGH 22, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH OD'03'03" WEST, A DISTANCE OF 16:00 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 9733, PAGE 7914; THENCE ALONG SAID SOUTH LINE, NORTH B9'51'59" WEST, A DISTANCE OF 483.33 FEET TO A POINT OF INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF DARYL CARTER PARKWAY (FORMERLY KNOWN AS WILDWOOD AVENUE); THENCE ALONG SAID EAST RIGHT OF WAY NORTH 00'05'15" EAST, A DISTANCE OF 376.72 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 6197, PAGE 1499, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89'51'59" LAST ALONG SAID PROPERTY LINE, A DISTANCE OF 483.09 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTH OG'03'03" WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 361.72 FEET TO THE POINT OF BEGINNING.		
CONTAINING 182,034 SQUARE FEET OR 4.179 ACRES, MORE OR LESS.		
SURVEYOR'S NOTES	· ·	
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Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 20 of 23

Exhibit "E"

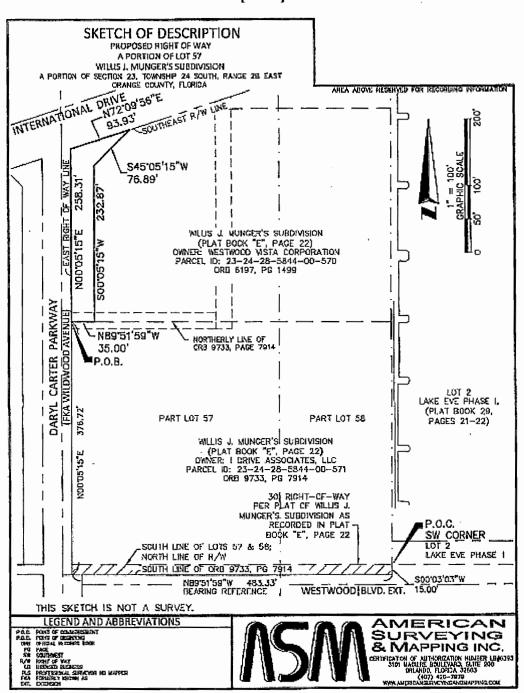
Legal Descriptions and Sketches of Description for Conveyed Lands

[1 of 4]



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Legal Descriptions and Sketches of Description for Conveyed Lands



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Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 22 of 23

Legal Descriptions and Sketches of Description for Conveyed Lands

[3 of 4]

SKETCH OF DESCRIPTION PROPOSED RIGHT OF WAY A PORTION OF VACATED RIGHT OF WAY & A PORTION OF LOTS 57 AND 58 WILLIS J. MUNGER'S SUBDIVISION A PORTION OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST ORANGE COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PORTICN OF WESTWOOD BOULEVARD EXTENSION RIGHT OF WAY PER OFFICIAL RECORDS BOOK 9733, A PAGE 7814, AND A PORTION OF LOTS 57 AND 58, PER THE PLAF OF WILLIS J. MUNCER'S SUBDIVISION, AS RECORDED IN PLAT BOOK "E", PAGE 22, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, PER THE PLAT OF LAKE EVE PHASE 1, PLAT BOOK 29, PAGES 21 THROUGH 22, ORANGE COUNTY, FLORIDA: THENCE SOUTH DO'03'03" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 9733, PAGE 7914, THENCE ALONG SAID SOUTH LINE, NORTH 89'51'59" WEST, A DISTANCE OF 483.33 FEET TO A POINT OF INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF DARYL CARTER PARKWAY (FORMERLY KNOWN AS WILDWOOD AVENUE): THENCE ALONG SAID EAST RIGHT OF WAY NORTH OUTS'15" EAST, A DISTANCE OF 376,72 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS RECORDED IN OFFICIAL RECORDS BOCK 6197, PAGE 1499; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 69'51'59" EAST ALONG SAID PROPERTY LINE, A DISTANCE OF 35,00 FEET; THENCE DEPARTING SAID SOUTHERLY PROPERTY LINE, SOUTH 00'05'15" WEST, A DISTANCE OF 301.70 FEET; THENCE SOUTH 44'51'59" EAST, A DISTANCE OF 35.38 FEET; THENCE SOUTH 89'51'59" EAST, A DISTANCE OF 423.30 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTH OD'O'S'O'S" WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,914 SQUARE FEET OR 0.824 ACRES, MORE OR LESS,

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR CASENDARS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH WAY AFFECT THE TALL OF USE OF THE LAND 2. NO INFROMEMENTS HAVE BEEN LOCATED.

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Transportation Impact Fee Agreement, VOA-Nerbonne PD Westwood Vista Corporation I Drive Loan Associates, LLC Wildwood Avenue and Westwood Boulevard, 2018 Page 23 of 23

Legal Descriptions and Sketches of Description for Conveyed Lands

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