




Interoffice Memorandum

AGENDA ITEM

February 10, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee 

SUBJECT: March 9, 2021 – Consent Item
Horizon West – Town Center (Horizon Vue PD)
Adequate Public Facilities and Road Network Agreement
(Related to LUP-20-06-152)

The Roadway Agreement Committee has reviewed the Horizon West – Town Center (Horizon Vue PD) Adequate Public Facilities and Road Network Agreement ("Agreement") by and among Jaffer's Investment, LLC, Savi Investments, LLC and Orange County. The Agreement satisfies the requirements of Section 30-712(b) of Division 2, Chapter 30, Article XIV, ("APF/TDR Ordinance") and the requirements of the Town Center West Term Sheet approved by the Board on August 25, 2015 for a Road Network Agreement.

Under the terms of the Agreement, the Owners shall convey to Orange County a total of 1.23 acres of right-of-way for C.R. 545 (Avalon Road) and 1.0 acre for Avalon Road Stormwater Pond Easement. The conveyance of right-of-way and easement shall serve to partially satisfy the Adequate Public Facilities requirement under the APF/TDR Ordinance, which requires 3.28 acres of public facilities lands to be provided. This creates an APF deficit of 1.05 acres. The deficit shall be satisfied by either acquiring 1.05 acres of APF credit from a surplus owner in the Town Center SAP or paying the \$45,605 APF fee per acre to the County. The Owner will receive \$22,500 per acre for the conveyance of 1.23 acres of right-of-way for Avalon Road for a total of \$27,675 in transportation impact fee credits.

The associated PD Land Use Plan encompasses both a commercial and an apartment component. The Apartment Property intends to develop in the near future, but the development timeline of the Commercial Property is unknown. The

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Horizon West – Town Center (Horizon Vue PD)
Adequate Public Facilities and Road Network Agreement

Agreement allows for Apartment Property owner to proceed by addressing the transportation impacts as part of this Agreement and requires the Commercial Property to amend this Agreement in the future to address the transportation impacts for any future commercial development.

The Agreement requires a Fair Share cost contribution from the Apartment Property in the amount of \$625,755 within 180 days of the effective date of this Agreement or prior to approval of a PSP or DP, whichever occurs later. Owners shall receive transportation impact fee credits in the amount equal to the Fair Share payment and be vested for 112 PM peak-hour two-way vehicular trips.

The Roadway Agreement Committee recommended approval on February 3, 2021.

The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions regarding this matter, please contact me at 407 836-5393.

ACTION REQUESTED: Approval and execution of Horizon West–Town Center (Horizon Vue PD) Adequate Public Facilities and Road Network Agreement by and among Jaffer’s Investment, LLC, Savi Investments, LLC, and Orange County providing for the satisfaction of APF requirements, conveyance of right-of-way, an easement, a Fair Share payment, and a total of \$653,430 in transportation impact fees credits. District 1

JVW/HEGB/fb
Attachment

BCC Mtg. Date: March 9, 2021

This instrument prepared by
and after recording return to:

Juli Simas James, Esq.
SHUTTS & BOWEN LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

Tax Parcel I.D. No(s):
29-23-27-0000-00-028
29-23-27-0000-00-006

**HORIZON WEST-TOWN CENTER
(Horizon Vue PD)**

ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK AGREEMENT

THIS HORIZON WEST-TOWN CENTER HORIZON VUE PD ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK AGREEMENT (the “**Agreement**”), effective as of the last date of execution (the “**Effective Date**”), is made and entered into by and among JAFFER’S INVESTMENT, LLC, a Florida limited liability company, with its principal place of business at 103 Commerce Street, Suite 160, Lake Mary, Florida 32746 (“**Commercial Owner**”), SAVI INVESTMENTS, LLC, a Florida limited liability company, with its principal place of business at 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (“**Apartment Owner**”), 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**”).

RECITALS:

A. COMMERCIAL OWNER and APARTMENT OWNER (each, an “**Owner**”, and collectively “**Owners**”) are the fee simple owners of certain real property located in Orange County, Florida, as generally depicted in **Exhibit “A”** and as more particularly described in **Exhibit “B,”** both of which exhibits are attached hereto and made a part hereof by this reference (the “**Property**”).

B. The Property, also known as Horizon West–Town Center Horizon Vue PD LUP (the “**PD/LUP**”), is comprised of a proposed apartment / multi-family residential component (the “**Apartment Property**”) and a proposed commercial component (the “**Commercial Property**”), as generally depicted on **Exhibit “C”** and also as shown on the PD/LUP (collectively, the “**Project**”), with COMMERCIAL OWNER being the sole owner in fee simple of the Commercial Property and APARTMENT OWNER being the sole owner in fee simple of the Apartment Property.

C. The Property is located within the Specific Area Plan (“**SAP**”) for the Town Center in the Horizon West Special Planning Area as adopted by the Orange County Board of County Commissioners (the “**BCC**”).

D. OWNERS desire to develop the Property in accordance with PD/LUP, submitted by OWNERS to COUNTY, and with the PD zoning application on file with COUNTY (the **"Project"**).

E. As a condition of development of the Property for the Project pursuant to the SAP, OWNERS are required to assure that adequate public facilities are available in a timely manner to support development of the Property.

F. The parties have agreed that this Agreement shall constitute both (i) the road network agreement required under the Town Center West Road Term Sheet adopted by the BCC on August 25, 2015 (the **"Term Sheet"**) for the Property and (ii) the developer's agreement required by Section 30-712(b) of Division 2 of Chapter 30, Article XIV, of the Orange County Code (the **"APF/TDR Ordinance"**) for the Property.

G. APARTMENT OWNER intends to develop the Apartment Property in the near future, but development of the Commercial Property will likely not commence in the near future, and the COUNTY has agreed that OWNERS may proceed with this Agreement to address the transportation impacts from the Apartment Property, and that OWNERS and COUNTY shall amend this Agreement to address the future transportation impacts from the Commercial Property in due course of development of the Commercial Property.

H. The Apartment Property constitutes all of the developable land identified in the Horizon Vue PD Transportation Analysis defined in Section 2.1 below (the **"Apartment Traffic Study"**).

I. OWNERS' fair share contribution towards the Improvements (as defined in the Term Sheet) required for the Apartment Property will be paid in cash in accordance with the terms and conditions of this Agreement, and this Agreement sets forth the terms, conditions, and agreements among the COUNTY and OWNERS with respect to the fair share payment, transportation impact fee credits, and vesting related to the Apartment Property in a manner consistent with the Apartment Traffic Study, SAP, and in general conformance with the Term Sheet.

J. The parties have agreed that prior to approval of the first Development Plan (**"DP"**) on the Commercial Property, the COMMERCIAL OWNER shall submit a transportation analysis to the COUNTY for all the developable land in the PD/LUP constituting the Commercial Property (the **"Commercial Traffic Study"**).

K. OWNERS' fair share contribution towards the Improvements (as defined in the Term Sheet) required for the Commercial Property will be paid in cash in accordance with the terms and conditions of an amendment to this Agreement to be entered into by OWNERS and COUNTY following COUNTY's approval of the Commercial Traffic Study, (the **"Agreement Amendment"**) and the Agreement Amendment shall also set forth the terms, conditions, and agreements among the COUNTY and OWNERS with respect to the fair share payment, transportation impact fee credits, and vesting related to the Commercial Property in a manner consistent with the Commercial Traffic Study, SAP, and in general conformance with the Term Sheet.

L. Although this Agreement is the road network agreement required under the Term Sheet for both the Apartment Property and the Commercial Property, the parties have agreed that this Agreement does not and will not authorize any development on the Commercial Property, or provide any vesting for the Commercial Property, until COMMERCIAL OWNER has submitted the Commercial Traffic Study to COUNTY, COUNTY has approved of the same, and the parties have entered into the Agreement Amendment.

M. In accordance with the APF/TDR Ordinance, OWNERS are required to provide **3.28** acres of adequate public facilities ("APF") land based on the Property containing approximately **16.72** acres of net developable land.

N. As shown on the PD/LUP and in accordance with the APF/TDR Ordinance, OWNERS will provide **2.23** acre(s) of APF land (the "**APF Land**") to COUNTY, and satisfy its APF deficit of **1.05** acres in accordance with the terms of Section 8 of this Agreement below, which shall satisfy the entire APF obligation of OWNERS for both the Apartment Property and the Commercial Property.

O. The BCC will consider for approval this Agreement with its approval of the PD/LUP, and the BCC will for consider approval the Agreement Amendment as a condition to the approval of the first DP submitted for the Commercial Property.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

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

2. **Road Network Deficiency and Fair Share Cost Analysis for Apartment Property.**

2.1 **Road Network Deficiency.** Pursuant to that certain Horizon Vue PD Transportation Analysis dated January 2021, prepared by Traffic & Mobility Consultants, which study was approved by the COUNTY on January 6, 2021, a copy of which is on file with the COUNTY's Transportation Planning Department, development of the Apartment Property for the Project is projected to significantly impact deficient segments of Avalon Road / C.R. 545, as more particularly set forth in Table 3 of the Apartment Traffic Study.

2.2 **Fair Share Cost Analysis.** As described in the Fair Share Cost Analysis set forth in Table 5 of the Apartment Traffic Study, the cost contribution of the Apartment Property attributable to the Project is \$625,755.00 (the "**Apartment Fair Share**").

3. **Timing and Method of Payment of Apartment Fair Share.** APARTMENT OWNER shall pay the Apartment Fair Share amount to the COUNTY on or before the latter to occur of (i) COUNTY approval of the Preliminary Subdivision Plan or Development Plan

(“PSP/DP”) (other than a mass grading only PSP or DP) for the Apartment Property or (ii) that certain date which is one hundred (180) days after the Effective Date of this Agreement. The Apartment Fair Share payment shall be in U.S. Dollars.

4. Vested Trip Allocation, Concurrency Compliance, and Impact Fee Credits for Apartment Property.

4.1 Vested Trip Allocation. As determined by the Apartment Traffic Study, upon satisfaction of APARTMENT OWNER's obligation to pay the Apartment Fair Share amount, the COUNTY shall assign to APARTMENT OWNER 112 gross PM peak hour two-way vehicular trips for the Apartment Property (the “Vested Trips”).

4.2 Concurrency Satisfaction. Upon assignment of the Vested Trips to APARTMENT OWNER the Apartment Property shall be considered to have satisfied COUNTY transportation concurrency requirements for development not to exceed the number of Vested Trips hereby granted. Vested Trips shall be considered automatically assigned to the owner of any parcel within the Apartment Property if said Vested Trips are allocated to said parcel pursuant to any COUNTY-approved Development Plan or otherwise specifically assigned by APARTMENT OWNER to a successor-owner of any parcel within the Apartment Property or to another parcel of land lying within the Town Center SAP.

4.3 Impact Fee Credits. Upon APARTMENT OWNER's payment of the Apartment Fair Share to the COUNTY, APARTMENT OWNER shall be entitled to receive transportation impact fee credits (“Credits”) in an amount equal to the Apartment Fair Share payment made. COUNTY shall establish a single transportation impact fee credit account for the benefit of APARTMENT OWNER. Within forty-five (45) days after APARTMENT OWNER's payment of the Apartment Fair Share, COUNTY shall award such Credits to APARTMENT OWNER.

5. Monitoring Trip Generation.

5.1 Trip Generation Rates. Trip generation for development within the Property shall be measured by use of the trip generation rates set forth in Table 1 below. Said trip generation rates were derived from the 10th Edition Institute of Transportation Engineers (ITE) Manual. Trip rates for land uses not listed in Table 1, below, shall be based on the 10th Edition ITE Manual, with the methodology for determining such trip rates to be agreed to by COUNTY.

Table 1
Trip Generation Rates

<u>Land Use</u>	<u>Trip Rate</u>
Apartments (per unit)	0.43
Hotel (per room)	0.73
Day Care Center (per 1,000 s.f.)	11.12
General Office (per 1,000 s.f.)	3.71
Medical Office (per 1,000 s.f.)	3.52

Shopping Center (per 1,000 s.f.)	8.90
QSR Restaurant	0.97
w/Drive Thru (per 1,000 s.f.)	32.67

5.2 Trip Monitoring. In conjunction with each Development Plan submitted for any parcel within the Property, the OWNER of each such parcel shall indicate the total number of Trips to be generated by the development on each parcel within the Development Plan using the trip generation rate set forth in Table 1 and shall maintain a cumulative record of the projected Trips associated with all such Development Plans. Unless further approved by COUNTY pursuant to COUNTY's then existing Transportation Concurrency Management System or similar regulations, each OWNER's portion of the Property shall not exceed the total allocated Trips as set forth in paragraph 4 above.

6. Conveyance of APF Land by OWNERS. OWNERS shall convey the APF Land to the COUNTY as follows:

6.1 APF Right-of-Way. Right-of-way in fee simple for the following transportation improvements/roads (depicted as APF ROW on the PD/LUP) ("**APF ROW**"):

<u>APF LAND TYPE</u>	<u>ACREAGE</u>
Avalon Road (C.R. 545 ROW)	Approximately 1.23 acres

6.2 Stormwater Area. A non-exclusive, perpetual easement in the form set forth in **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Pond Easement**") for stormwater drainage from the APF ROW and the Project (depicted as APF Stormwater Pond on the PD/LUP):

<u>APF LAND TYPE</u>	<u>ACREAGE</u>
Avalon Road Stormwater Pond Easement	Approximately 1.00 acre

OWNERS and COUNTY acknowledge and agree that the Avalon Road (C.R. 545 ROW) area contributing to the Avalon Road Stormwater Pond is 7.76 acres (70.87%), the Project area contributing to the Avalon Road Stormwater Pond is 0.35 acres (3.20%), the area of offsite lands to the south of the Property contributing to the Avalon Road Stormwater Pond is 1.84 acres (16.80%), and the area of the Pond Easement contributing to the Avalon Road Stormwater Pond is 1.00 acres (9.13%), for a total basin of 10.95 acres draining into the Avalon Road Stormwater Pond.

7. APF Deficit. The APF Ratio requires that OWNERS convey to COUNTY approximately **3.28** acre(s) of APF Land. This Agreement provides for conveyance of approximately **2.23** acre(s) of APF Land, thereby creating a **1.05** acre APF deficit.

8. **Satisfaction of APF Deficit.** Prior to COUNTY approval of the initial plat for the Property or any portion thereof (the “**Initial Plat**”), OWNERS shall satisfy the APF deficit of **1.05** acres by either (i) acquiring **1.05** acres of APF credits from an APF surplus owner in Town Center SAP or, at OWNERS’ election, (ii) paying to COUNTY an APF fee of \$45,605.00 per acre, for the **1.05** acre deficit, for a total of \$47,885.25 to account for the APF deficit, representing OWNERS’ full and final APF contribution for the Apartment Property and the Commercial Property (the “**APF Fee**”). If APF credits are acquired from an APF surplus owner in Town Center SAP, the acquired credits shall be delivered by OWNERS to COUNTY for cancellation on the appropriate records of COUNTY prior to COUNTY approval of the Initial Plat. If payment is made to the COUNTY for the APF deficit, OWNERS understand and agree that payment of the APF Fee by OWNERS shall occur prior to COUNTY approval of the Initial Plat.

9. **Conveyance Procedure.**

9.1 **APF ROW.** The conveyance of the APF ROW shall be in fee simple by plat dedication or special warranty deed, free and clear of all liens and encumbrances, except for easements and other matters of record acceptable to COUNTY, if any. If by plat dedication, the rest of this paragraph and the following paragraphs 9.3, 9.4 and 9.5 of this Section shall not apply to the conveyance of the APF ROW. Each OWNER conveying any portion of the APF ROW shall pay all costs associated with the conveyance of the portion of the APF ROW located within such OWNER’s portion of the Property, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of any portion of the APF ROW shall be prorated as of the date of transfer of title and said prorated amount shall be paid to Orange County by the OWNER conveying such portion of the APF ROW, 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 for the year of conveyance by the OWNER conveying such portion of the APF ROW.

9.2 **Stormwater Area.** In addition to conveying the APF ROW, COMMERCIAL OWNER shall grant to COUNTY the Pond Easement. The following paragraphs 9.4 and 9.5 of this Section shall not apply to the grant of the Pond Easement.

As part of the Initial Plat, the land subject to the Pond Easement shall be platted by the Initial Plat as its own stormwater management area tract (“**SMA Tract**”), separate and apart from the Wall Tract (defined below) and separate and apart from all other portions of the Property subject to such Initial Plat. The approximate location of the SMA Tract is generally depicted on **Exhibit “C”**.

Likewise, in the event that the PD/LUP, PSP/DP, DP, or other COUNTY approved plans for the Property reflect the construction of a retaining wall around the SMA Tract (the “**Pond Wall**”) then: (i) the land required for the construction, operation, and maintenance of such Pond Wall shall be platted by the Initial Plat as its own wall tract (the “**Wall Tract**”), separate and apart from the SMA Tract and separate and apart from all other portions of the Property subject to such Initial Plat; (ii) portions of the Pond Wall along the southern boundary of the SMA Tract, and along the southern sixty feet (60’) of the western boundary of the SMA Tract, shall be constructed by APARTMENT OWNER prior to the issuance of the first certificate of occupancy for any structure on the Apartment Property; and (iii) all other portions of the Pond Wall shall be

constructed by COMMERCIAL OWNER contemporaneously with the development of the Commercial Property.

For avoidance of doubt, the SMA Tract must be maintained in perpetuity by Horizon Vue Property Owners Association, Inc., a Florida not for profit corporation, (the “**POA**”) such POA being a property owners association created by OWNERS to govern all of the Property, subject to and in accordance with all terms and provisions of the Pond Easement, including maintenance of the SMA Tract to COUNTY’s standards and COUNTY’s self-help maintenance remedy, both as provided for by and more particularly detailed in the Pond Easement. The SMA Tract shall, initially, be owned by the COMMERCIAL OWNER or its successors-in-interest; provided, however, that the SMA Tract must be conveyed to the POA prior to approval by COUNTY of construction plans (other than mass grading plans) for all or any portion of either the Apartment Property or the Commercial Property.

9.3 Title Policy. No less than ninety (90) days prior to conveyance or grant, each OWNER conveying or granting any portion of the APF Land shall deliver to COUNTY, at such OWNER’s sole cost and expense, a current commitment to issue an Owner’s Policy of Title Insurance for such conveyance or grant of APF Land 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 after the conveyance or grant of the APF Land.

9.4 Environmental Audit. No less than sixty (60) days prior to conveyance, each OWNER conveying any portion of the APF ROW shall submit to COUNTY a current (within 6 months of conveyance to COUNTY) Phase I environmental audit of the areas encompassed by the APF ROW being conveyed by such OWNER. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (AAIFR) or with the standards set forth in the most current version of the American Society for Testing and Materials (ASTM) E-1527. In the event the Phase I environmental audit presents a matter of concern, as determined by COUNTY, then prior to the conveyance, the OWNER conveying the portion of the APF ROW in question shall submit to COUNTY a Phase II environmental audit. The Phase II environmental audit shall be conducted in accordance with the AAIFR or with the standards set forth in the most current version of the ASTM E-1903. If the Phase II environmental audit is performed and reveals the need for remediation to the APF ROW, one of the following events shall occur: (i) the OWNER conveying the portion of the APF ROW in question shall remediate the APF ROW to COUNTY’s satisfaction prior to the conveyance; or (ii) OWNERS and COUNTY shall negotiate and enter into a separate agreement whereby OWNERS shall pay the full cost of remediation; or (iii) COUNTY may terminate this Agreement at its option.

9.5 Compliance with Section 286.23, Florida Statutes. Each OWNER conveying or granting any portion of the APF Land shall execute and deliver to COUNTY the “Disclosure of Beneficial Interests” required pursuant to section 286.23, Florida Statutes.

9.6 Value of APF Land and Entitlement to Impact Fee Credits. The APF/TDR Ordinance contemplates the OWNERS’ entitlement to obtain impact fee credits for certain APF Land conveyances, in accordance with Chapter 23 of the Orange County Code (the “**Impact Fee Ordinance**”) and as further described in Section 11 below.

10. **Refinement of Size and Location of APF Land.** The size and location of all APF Land as depicted on the PD/LUP are approximate, although the final size and location shall be substantially similar to those shown on the PD/LUP. The dimensions and location(s) for a particular component of the APF Land shall be finalized by COUNTY and OWNERS prior to COUNTY approval of the PSP/DP for the Apartment Property, which will include the APF Land, and shall be in full compliance with this Agreement. COUNTY and OWNERS agree that the legal descriptions used to convey the APF Land to COUNTY may be revised based upon final engineering.

11. **Award of Impact Fee Credits for APF Land.**

11.1 **Award.** In accordance with Policy 4.2.1 of the Future Land Use Element of the COUNTY's Comprehensive Plan, the APF/TDR Ordinance, and Article IV of Chapter 23 of the Orange County Code (the "**Transportation Impact Fee Ordinance**"), each OWNER conveying APF ROW is entitled to obtain transportation impact fee credits at the rate of \$22,500.00 per acre (or such higher amount as may be approved by the BCC following execution of this Agreement but prior to conveyance) for the conveyance of its portion of the APF ROW. COMMERCIAL OWNER shall not be entitled to transportation impact fee credits for the grant of the Pond Easement. At COMMERCIAL OWNER's election, COMMERCIAL OWNER may direct COUNTY to apply all or a portion of the transportation impact fee credits that are received by COMMERCIAL OWNER for conveyance of APF ROW as a credit against the to be determined fair share payment for the Commercial Property. For informational and illustrative purposes only, the amount of transportation impact fee credits expected to be received by COMMERCIAL OWNER from COUNTY for the conveyance of an expected 1.23 acres of APF ROW, at the rate of \$22,500.00 per acre, is \$27,675.00.

11.2 **Deductions.** For purposes of the foregoing, COUNTY shall make deductions from an OWNER's impact fee credit account from time to time only upon receipt of written direction from such OWNER (or from such person or entity to whom such OWNER expressly may assign this authority, in writing, in the future), to effect the particular deduction.

11.3 **Assignment.** Nothing herein shall prevent an OWNER from assigning impact fee credits as provided for in Chapter 23 of the Orange County Code as it may be amended from time to time.

11.4 **Credit Balance Refund.** Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that either OWNER pays impact fees to the COUNTY "under protest" in connection with the development of the Property and there is thereafter an impact fee credit balance created in favor of such OWNER pursuant to above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the COUNTY shall refund such impact fees to such OWNER (or to such person or entity to whom such OWNER expressly may assign the right to receive such refund) and shall make deduction from the appropriate impact fee credit account in the amount of any such refund. This Agreement shall serve as the agreement contemplated by Section 23-95(d) of the Orange County Code for the refund of such impact fees.

12. **Option on Conveyance.** As an alternative to conveyance prior to or in connection with PD/LUP approval, OWNERS have elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance, as more particularly set forth below. Conveyance shall be defined as submittal of all conveyance documents required by this Agreement, including the Pond Easement, approval by COUNTY in accordance with COUNTY's procedures, and recordation of the deed(s) or plats and the Pond Easement.

The parties agree that, prior to conveyance to COUNTY, each OWNER shall have the reasonable right to grade and to import or export fill material upon the APF Land, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, each OWNER agrees to relinquish control of its portion of the APF Land, and convey such APF Land to COUNTY, (i) prior to COUNTY approval of the PSP/DP for the Apartment Property, or (ii) within 120 days after demand by COUNTY, whichever occurs first. If conveyance is to occur under clause (ii) of the immediately preceding sentence, and conveyance does not occur within such 120-day period, the Manager of COUNTY's Real Estate Division may grant one extension of up to 120 days to complete the conveyance. OWNERS acknowledge and agree that any development in connection with the Property shall not proceed beyond five percent (5%) of the Property's entitlements prior to such conveyance and/or payment of any required APF Fee in lieu of conveyance. Until such time as the conveyance process begins, each OWNER may continue to use the APF Land in a manner consistent with COUNTY's intended use.

With respect to the APF Land, each OWNER shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless COUNTY and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, each OWNER shall indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal, attorney, and other legal fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of such OWNER, its agents, and/or representatives, arising out of its activities related to such OWNER's portion of the APF Land. In addition, without limiting the foregoing, in the event that any act or omission of an OWNER, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations including, without limitation, any petroleum-based substances, then, to the extent permitted by law, such OWNER shall indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable actual cleanup and/or remediation costs and expenses expended by COUNTY at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal, attorney, and other legal fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Each OWNER shall be responsible for the immediate notification to COUNTY of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that

may result in a claim for damages, or that occurs as a result of such OWNER's activities related to such OWNER's portion of the APF Land.

In the event that any of the above occurs, COUNTY may refuse to accept conveyance of the APF Land and COUNTY may require that OWNERS (i) pay an APF Fee in lieu of conveyance and/or (ii) convey alternative adequate public facilities land(s) acceptable to COUNTY. Notwithstanding anything seemingly or actually to the contrary above, the parties acknowledge and agree that satisfaction of OWNERS' APF obligations must take place prior to COUNTY approval of the Initial Plat.

13. **Recording.** Within thirty (30) days after the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at OWNERS' expense.

14. **Limitation of Remedies.** COUNTY and OWNERS expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

14.1 **Limitations on COUNTY's Remedies.** Upon any failure by OWNERS or either OWNER to perform their or its obligations under this Agreement, COUNTY shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops COUNTY from exercising its power of eminent domain with respect to the APF Land and/or any portion of the Property as COUNTY may lawfully elect.

14.2 **Limitations on OWNERS' Remedies.** Upon any failure by COUNTY to perform its obligations under this Agreement, OWNERS 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 OWNERS; or
- (iv) any combination of the foregoing.

All parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by another party. 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.

15. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the Property.

16. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

17. **Notices.** Any notice required or allowed to be delivered hereunder 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 parties delivered in accordance herewith.

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

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

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

COMMERCIAL
OWNER: Jaffer's Investment, LLC
Attention: Sadique Jaffer
103 Commerce Street, Suite 160
Lake Mary, Florida 32746

APARTMENT
OWNER: Savi Investments, LLC
Attention: Suresh K. Gupta
5200 Vineland Road, Suite 200
Orlando, Florida 32811

With Copy to: Shutts & Bowen LLP
Attention: Juli S. James, Esq.
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

18. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

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

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

21. **Attorneys' Fees.** Each party to this Agreement agrees to bear its own attorneys' fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

22. **Survival.** The obligations of this Agreement shall survive the conveyance of the APF Land to COUNTY.

23. **Amendment.** No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

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

25. **Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.

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

27. **Termination; Effect of Annexation.** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the parties terminate it, in writing, with the same formality as its execution. If any portion of the Property is proposed to be annexed into a neighboring municipality, COUNTY may, in its sole discretion, terminate this Agreement upon notice to OWNERS

28. **Utilities.** This Agreement does not address utility requirements. The Owners 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 for the Property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

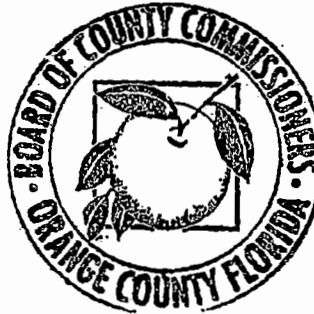
for Jerry L. Demings
Orange County Mayor

Date: MAR 09 2021

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

By: *Katie Smith*
Deputy Clerk

Printed Name: Katie Smith



JAFFER'S INVESTMENT, LLC.
a Florida limited liability company

By: [Signature] - managing member
Name: Sadique Jaffer
Title: Managing Member
Date: 7/2/9/21

WITNESSES:

[Signature]

Print Name: KEITH TRACE

[Signature]

Print Name: Marcelle R. Scott

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of February, 2021, by Sadique Jaffer, as Managing Member of **Jaffer's Investment, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of February, 2021.



[Signature]
Notary Public
Print Name: Stacy Chyle
My Commission Expires: 8/3/24

SAVI INVESTMENTS, LLC,
a Florida limited liability company

By: [Signature]
Name: Suresh K. Gupta
Title: Manager
Date: 2/10/2021

WITNESSES:

[Signature: Siddhartha]

Print Name: SIDDHARTHA GAUTAM.

[Signature: Judith Combs]
Print Name: Judith Combs

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2021, by Suresh K. Gupta, as Manager of **Savi Investments, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of February, 2021.



[Signature: Judith Combs]
Notary Public
Print Name: Judith Combs
My Commission Expires: 5/10/2021

**JOINDER AND CONSENT TO
HORIZON WEST-TOWN CENTER (HORIZON VUE PD)
ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK AGREEMENT**

The undersigned hereby certifies that it is the holder of the following instrument (the “Instrument”):

Mortgage and Security Agreement by Savi Investments, LLC, a limited liability company duly organized and validly existing under the laws of the State of Florida, to Jaffer's Investment, LLC, a limited liability company duly created, organized, and existing under the laws of the State of Florida, dated December 21, 2020, and recorded December 23, 2020, in Instrument No. 20200671890, Public Records of Orange County, Florida, in the original principal amount of \$4,056,000.00 and the terms and conditions thereof,

upon the property presently owned by Savi Investments, LLC, a Florida limited liability company, said property being the Apartment Property, as defined in the foregoing Horizon West-Town Center (Horizon Vue PD) Adequate Public Facilities and Road Network Agreement (the “Agreement”) to which this Joinder and Consent is attached.

The undersigned hereby joins in, and consents to, the recording of the Agreement, and agrees that its above-referenced Instrument, as it may be modified, amended, and assigned from time to time, shall be subordinated to the Agreement, as said Agreement may be modified, amended, and assigned from time to time.

[Signatures follow on next page.]

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

JAFFER'S INVESTMENT, LLC.
a Florida limited liability company

By: [Signature]
Name: Sadique Jaffer
Title: Managing Member
Date: 2/9/21

WITNESSES:

[Signature]

Print Name: KEITH TRACE

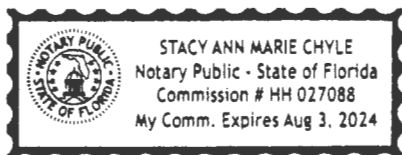
[Signature]

Print Name: Marcelle P. Scott

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of February, 2021, by Sadique Jaffer, as Managing Member of **Jaffer's Investment, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of February, 2021.



[Signature]
Notary Public
Print Name: Stacy Chyle
My Commission Expires: 8/3/24

DEPICTION OF PROPERTY



Exhibit "B"

LEGAL DESCRIPTION OF PROPERTY

Parcel 1: 29-23-27-0000-00-028

The North 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

Less and except county road right of way.

Also less and except the lands contained in the Stipulated Order of Taking recorded December 10, 2003 in Official Records Book 7225, Page 2403 and recorded December 15, 2003 in Official Records Book 7230, Page 3324, Public Records of Orange County, Florida.

and

The South 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

Less and except county road right of way.

Also less and except the lands contained in the Stipulated Order of Taking recorded December 10, 2003 in Official Records Book 7225, Page 2403 and recorded December 15, 2003 in Official Records Book 7230, Page 3324, Orange County, Florida.

Parcel 2: 29-23-27-0000-00-006

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, Less County Road Right-of-Way and Less that part taken by Order of Taking under Case No. 2003-CA-008629 recorded December 10, 2003 in Official Records Book 7225, Page 2403 and recorded December 15, 2003 in Official Records Book 7230, Page 3324, Public Records of Orange County, Florida.

Exhibit "C"

**DEPICTION OF
APARTMENT PROPERTY, COMMERCIAL PROPERTY, AND SMA TRACT**



Exhibit "D"

FORM OF POND EASEMENT

Project: Horizon West - Town Center Horizon Vue PD APF and Road Network Agreement (RAC)

DRAINAGE EASEMENT

THIS INDENTURE, Made this ____ day of _____, A.D. 20____, between Jaffer's Investment, LLC, a Florida limited liability company, whose address is 103 Commerce Street, Suite 160, Lake Mary, Florida 32746, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a non-exclusive easement for the conveyance of stormwater from Avalon Road / C.R. 545 through and across, and for the outfall, retention, and detention of stormwater from Avalon Road / C.R. 545 on, upon, and within, that certain stormwater pond and those certain stormwater pipe(s) (including without limitation weirs, control structures, inlets, manholes, connections, culverts, ditches, and other accessories, fixtures, equipment, and appurtenances, if any, associated with such stormwater pond and/or such pipe(s)) and any and all other stormwater retention, detention, treatment, conveyance, and/or drainage facilities (collectively, the "**Drainage Improvements**") now or hereafter existing upon and/or within the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED EXHIBIT "A" (the "Easement Area")

Property Appraiser's Parcel Identification Number:

a portion of

29-23-27-0000-00-028

AND the easement granted herein shall include a right of GRANTEE, through itself, its employees, contractors, subcontractors, consultants, and other agents, to enter upon the Easement Area for the purpose of inspecting the Drainage Improvements and GRANTOR's compliance with GRANTOR's obligations set forth herein.

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted Easement Area that may interfere with the normal operation or maintenance of the Drainage Improvements.

Notwithstanding the foregoing: (i) except as otherwise expressly set forth below with respect to (x) GRANTEE's construction and maintenance of the Avalon Pipe Improvements (hereinafter defined), (y) GRANTEE's self-help maintenance of the Grantor Improvements (hereinafter defined), and (z) GRANTEE's self-help construction of the Grantor Improvements, the easement granted herein does not

Project: Horizon West - Town Center Horizon Vue PD APF and Road Network Agreement (RAC)

include any right for GRANTEE to construct, install, service, maintain, repair, replace, or reconstruct any improvements, including but not limited to the Drainage Improvements, within the Easement Area; and (ii) the area of Avalon Road / C.R. 545 contributing to the conveyance, outfall, retention, and/or detention of stormwater through, across, on, upon, and/or within the Drainage Improvements and/or the Easement Area shall not exceed 7.76 acres (the "**Contributing Area**"). Further, without GRANTOR's prior written approval and/or without paying compensation to GRANTOR, GRANTEE may not increase its use of the easement or change the location or size of constructed Drainage Improvements or other constructed facilities within the Easement Area.

In connection with GRANTEE'S design, engineering, permitting, and construction of GRANTEE'S planned expansion of Avalon Road / C.R. 545, GRANTEE, at no cost or expense to GRANTOR, may construct a stormwater pipe and other accessories, fixtures, and appurtenances, if any, necessary for the operation of such pipe, to be installed starting in the right-of way of Avalon Road / C.R. 545, to and through the Easement Area, for the purposes of the conveying, transmitting, and draining stormwater from a portion of Avalon Road / C.R. 545 not to exceed the Contributing Area to the other Drainage Improvements (collectively, the "**Avalon Pipe Improvements**"). Once constructed, GRANTEE (and/or GRANTEE's successors or assigns, as applicable), at no cost or expense to GRANTOR, shall, from time to time as reasonably necessary, operate, inspect, service, maintain, repair, replace, and/or reconstruct the Avalon Pipe Improvements in a good and safe state of repair and in a reasonably neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with all applicable governmental regulations and/or permit requirements, to ensure the proper functioning thereof.

GRANTOR (and/or GRANTOR's successors or assigns, as applicable), at no cost or expense to GRANTEE, shall inspect, service, maintain, repair, replace, and/or reconstruct the Drainage Improvements other than the Avalon Pipe Improvements (collectively, the "**Grantor Improvements**") from time to time as reasonably necessary to ensure the proper functioning thereof, and in a manner equal to or, at GRANTOR's discretion, better than GRANTEE's standards for GRANTEE's maintenance of other similar drainage facilities elsewhere in Orange County, Florida. In the event that GRANTOR shall fail to properly maintain the Grantor Improvements, then GRANTEE may (but shall not be required to) deliver a notice to GRANTOR setting forth the deficiencies, whereupon GRANTOR shall have the period of time reasonably necessary to remedy the deficiencies, or twenty-four (24) hours in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within the applicable period, GRANTEE shall have the right (but shall not be required) to undertake all reasonably necessary service, maintenance, repair, replacement, and/or reconstruction of the Grantor Improvements itself, to enter upon the Easement Area for such purposes, and to recover from GRANTOR the actual, reasonable costs and expenses incurred by GRANTEE in connection therewith, upon provision by GRANTEE to GRANTOR of a written statement requesting payment of such actual, reasonable costs and expenses, together with copies of such other documentation as may be reasonably necessary to substantiate completion of such self-help maintenance activities and the costs and expenses incurred in connection therewith.

When constructed, the Grantor Improvements shall be constructed in substantial conformance with the dimensions and locations for the same as reflected in Development Plan DP-20-10-296 approved by GRANTEE in its regulatory capacity (the "**DP**") and in accordance with any other permits, approvals, construction or engineering plans, designs, specifications, and/or drawings for the Grantor Improvements heretofore or hereafter approved by GRANTEE in its regulatory capacity (collectively, the "**Plans**"). In the event that GRANTOR has not completed construction of the Grantor Improvements, as evidenced by (i) certification by the engineer of record for the Grantor Improvements that the Grantor Improvements are substantially complete and operational for their intended use in accordance with the DP and the Plans, and

Project: Horizon West - Town Center Horizon Vue PD APF and Road Network Agreement (RAC)

(ii) issued certificate(s) of completion (or equivalent) from all applicable governmental authorities, prior to the time when GRANTEE is constructing the segment of GRANTEE's planned expansion of Avalon Road / C.R. 545 abutting the Easement Area, then GRANTEE may (but shall not be required to) elect by written notice to GRANTOR to complete construction of the Grantor Improvements in accordance with the DP and the Plans, to enter upon the Easement Area for such purposes, and to recover from GRANTOR the actual, reasonable costs and expenses incurred by GRANTEE in connection therewith, upon provision by GRANTEE to GRANTOR of a written statement requesting payment of such actual, reasonable costs and expenses, together with copies of such other documentation as may be reasonably necessary to substantiate completion of such self-help construction activities and the costs and expenses incurred in connection therewith. In the event that GRANTEE elects to undertake self-help construction as provided in this paragraph, GRANTOR agrees to cooperate with GRANTEE, and to require its engineers and consultants to cooperate with GRANTEE, in connection with GRANTEE's exercise of the self-help construction remedy set forth in this paragraph. Upon reasonable request from GRANTEE, GRANTOR shall promptly execute, acknowledge, join in, consent, and deliver any and all such further acts, assurances, assignments, documents, and/or instruments as may be reasonably necessary for GRANTEE to perform self-help construction, including assignment to GRANTEE of GRANTOR's rights under those permits and approvals as necessary for GRANTEE to perform the self-help construction.

GRANTOR hereby reserves unto itself, unto its successors or assigns, and unto all other persons to whom GRANTOR has or may hereafter grant any right or permission to make any use of the Easement Area (whether by easement, lease, license, agreement, or otherwise) (collectively, the "**Reservation Users**") all other rights to use the Easement Area which do not materially interfere with the easement rights granted to GRANTEE, or adversely affect the Contributing Area and/or the conveyance, outfall, retention, and/or detention of stormwater therefrom, pursuant to this easement, including but not limited to using the Easement Area and the Grantor Improvements for the purpose of outfall, retention, and detention of stormwater from other lands surrounding or nearby to the Easement Area.

Without limiting the generality of the foregoing, GRANTOR, its successors or assigns, and Reservation Users shall be authorized to request, in connection with GRANTEE's review of a preliminary subdivision plan or development plan including the Easement Area and/or lands surrounding or nearby to the Easement Area, to construct, install, use, operate, inspect, service, maintain, repair, replace, and/or reconstruct enhanced design features within the Easement Area (including around the stormwater pond therein) (an "**Enhanced Feature Request**"). Enhanced design features may include, but are limited to: landscaping, landscaping irrigation, lighting, utilities, and paved areas (such as trails, paths, and sidewalks); provided, however, that any utilities installed within the Easement Area shall be subordinate to this Drainage Easement. GRANTEE's review and approval of any Enhanced Feature Request shall not be unreasonably withheld, conditioned, or delayed, and the scope of GRANTEE's review of any Enhanced Feature Request shall be limited to confirming that such enhanced design feature(s) do or will not: (i) reduce the storage volume of the Drainage Improvements and/or the Easement Area; (ii) increase infiltration within the Easement Area; (iii) adversely impact the ability to draw down the Drainage Improvements; and/or (iv) otherwise unreasonably interfere with the normal operation, use, functioning, and/or maintenance of the Easement Area and/or the Drainage Improvements for their intended purpose.

Project: Horizon West - Town Center Horizon Vue PD APF and Road Network Agreement (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, sealed, and delivered
in the presence of:

Jaffer's Investment, LLC,
a Florida limited liability company

Witness

BY: _____

Printed Name

Printed Name

Witness

Title

Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ as _____ of Jaffer's Investment, LLC, a Florida limited liability company, on behalf of the company. He/she person is ☐ personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid
My commission expires: _____

This instrument prepared by:
Juli Simas James, Esq.
SHUTTS & BOWEN LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801