

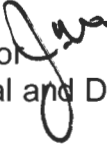


Interoffice Memorandum

AGENDA ITEM

June 20, 2016

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

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

**CONTACT PERSON: John Smogor, Chairman
Development Review Committee
407 836-5616**

SUBJECT: July 12, 2016 — Consent Item
The Grow Planned Development / Regulating Plan
(PD / RP) Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-16-01-002)

The proposed "Grow" Planned Development / Regulating Plan (PD / RP) contains 1,187.5 gross acres and is generally located north of East Colonial Drive, south of Lake Pickett Road, east of South Tanner Road and west of Chuluota Road. With this request, the applicant is seeking to rezone 1,187.5 gross and 835 developable acres from A-2, R-CE-5, and PD to PD in order to provide a mixed-use project consisting of up to 2,078 residential dwelling units and 172,000 non-residential square feet. It will feature an elementary school, community park, community garden, working farm, and equestrian facility.

Pursuant to Policy FLU6.9.2 of the Orange County Comprehensive Plan (as proposed), the "Grow" PD / RP is subject to an APF agreement substantially similar to those described in Chapter 30, Article XIV, Orange County Code. The proposed agreement, while not adhering to the usual standard terms of such an agreement, describes the conveyance of road right-of-way; an elementary school; a community park; a utility tract; and easements. Except for the road right-of-way, which is being conveyed for no compensation, the negotiated price of the conveyed lands will be paid in the form of a lump sum payment and / or impact fee credits.

The "Grow" APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on May 25, 2016, and should be considered with the associated Planned Development / Regulating

Page Two
July 12, 2016 — Consent Item
The Grow PD / RP - APF Agreement (Related to Case # LUP-16-01-002)

Plan public hearing. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for The Grow PD (A/K/A Lake Pickett South) by and among Banksville of Florida, Inc., Nivesa of Florida, Inc., New Ideas Incorporated, Margot H. Lopez; and Orange County. District 5

JVW/JS:rep

Attachments

This instrument prepared by and after
recording return to:

Robert M. Poppell, Esquire
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801

Project: Lake Pickett South (a/k/a The Grow) (RAC)

Tax Parcel I.D. No(s):

18-22-32-0000-00-025
17-22-32-0000-00-002
20-22-32-0000-00-002
18-22-32-0000-00-001
19-22-32-0000-00-001
08-22-32-0000-00-005

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR THE GROW PD (A/K/A LAKE PICKETT SOUTH)**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR THE GROW PD (A/K/A LAKE PICKETT SOUTH) (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and among **BANKSVILLE OF FLORIDA, INC.**, a Florida corporation whose mailing address is 2665 South Bayshore Drive, Suite 220-81, Miami, FL 33133 (“**Banksville**”), **NIVESA OF FLORIDA, INC.**, a Florida corporation whose mailing address is 2665 South Bayshore Drive, Suite 220-81, Miami, FL 33133 (“**Nivesa**”), **NEW IDEAS INCORPORATED**, a Florida corporation, whose mailing address is 1512 S. Roosevelt Blvd., Key West, Florida 33040 (“**New Ideas**”), **MARGOT H. LOPEZ**, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, whose mailing address is 1512 S. Roosevelt Blvd., Key West, Florida 33040 (“**Lopez Trust**”) (Banksville, Nivesa, New Ideas and Lopez Trust are sometimes hereinafter referred to individually as an “**Owner**” and collectively as the “**Owners**” 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**”). The Owners and County may sometimes be referred to collectively as the “**Parties.**” **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**”) and **AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC**, a Florida limited liability company (“**ALIOC**”) have joined and consented to the execution of this Agreement for the purposes and upon the terms expressly set forth herein and in the attached Joinder and Consent instruments.

RECITALS:

A. Owners are the fee simple owners of certain real property located in Orange County, Florida, as more particularly described in **Exhibit "A"** and as shown on **Exhibit "B"** attached hereto and made a part hereof by this reference (collectively, the "**PD Property**" or "**The Grow PD**").

B. The Owners are working cooperatively in connection with the planning of, and obtaining governmental approvals for, development of the PD Property for a project generally known and referred to for planning purposes as "**Lake Pickett South**" or the "**LPS**" project and, in this regard, have filed with the County that certain Future Land Use Map Amendment Application – Amendment #2015-2-A-5-1 (the "**FLUM Amendment**"), being considered for adoption by the Board of County Commissioners ("**BCC**") as of even date herewith.

C. The execution of this Agreement by the Owners and recording of same in the Public Records is required by pending County Comprehensive Plan FLU 6.9.2, being considered for adoption by the BCC as of even date herewith. This Agreement and its terms are substantially similar in form and substance to APF agreements and APF requirements as such are described in Article XIV, Chapter 30, Orange County Code, as may be amended (the "**APF Ordinance**").

D. Owner desires to develop the PD Property in accordance with The Grow PD Regulating Plan ("**The Grow PD/RP**"), submitted by Owners to County, and with the PD zoning application on file with County.

E. In connection with its consideration of the approval of The Grow PD and The Grow PD/RP, County has requested, and Owners have agreed, that Owners will plan for, reserve and convey to County certain real property designated by the Parties as adequate public facilities ("**APF**"), upon the terms and conditions as are set forth in this Agreement.

F. It is the intent of the Parties that County will consider approval of The Grow PD and The Grow PD/RP with its consideration of this Agreement.

G. As more particularly described herein, the APF will include land for an elementary school, thereby creating the need for the rights and related obligations accruing to the benefit of School Board as more specifically set forth in Paragraph 6 of this Agreement and for the joinder and consent of School Board attached hereto.

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. Conveyance of APF Land by Owners. Owners shall convey land for APF ("APF Lands") as follows:

a)	Road right-of-way: Lake Pickett Road	As depicted in The Grow PD/RP – estimated 3.05 acres
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It is contemplated that wider right-of-way may be required in some locations, such as at intersections, to facilitate traffic movement.

b)	School: Elementary School	 13 acres (together with the 2 acre stormwater easement parcel described in Paragraph 3(d) below)
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c)	Park: Park Site	 20 acres
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d)	Utility Reclaimed Water Storage and Re-Pump Facility	 3 acres
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The APF Lands identified in clauses (a) through (d) above are referred to herein as the "Road Right-of-Way," "School Site," "Park Site," and "Reclaimed Water Storage and Re-Pump Facility," respectively, and are sometimes referred to herein individually as an "APF Parcel."

As described in Paragraphs 4 and 5 below, the size and location of the 3-acre APF tract for Reclaimed Water Storage and Re-Pump Facility within The Grow PD is approximate and it shall be conveyed to the County prior to approval of the first construction plan set within The Grow PD, with the dimensions and location of the tract finalized prior to approval of the first Preliminary Subdivision Plan or Development Plan within The Grow PD. The tract shall have a minimum width of 300 feet and be located no more than 1,000 feet from a public road, with a 30-

foot minimum width utility and access easement or tract connection to public right-of-way, if necessary, as determined by the County. The tract and easement/tract connection shall have an elevation above the 100 year flood plain, be located outside of wetlands (or with the impacts to existing wetlands mitigated as set forth in Paragraph 3(b) below), and shall be exclusive of easements and buffers.

3. Conveyance Procedure. The conveyance of the APF 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. The Owners shall convey, or cause to be conveyed, the APF Lands to County, pursuant to the procedures and requirements of this Agreement. The Owners shall pay, or cause to be paid, all costs associated with the conveyance of the APF Parcel to the County, including all recording fees and documentary stamps related to such conveyance(s). Ad valorem taxes in connection with the conveyance of an APF Parcel shall be prorated as of the date of transfer of title to the County and said prorated amount shall be paid, or caused to be paid, by the Owners to Orange County, 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 Owner for the year of conveyance.

a) *Title Policy.* No less than thirty (30) days prior to conveyance, the Owners shall deliver, or cause to be delivered, to County, at Owners sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the proposed insured for the APF Lands (the "**Title Commitment**"). Owners shall deliver, or cause to be delivered, the original Owner's Policies of Title Insurance (respectively, a "**Title Policy**" and collectively, the "**Title Policies**") to County within thirty (30) days after the conveyance of the APF Lands to County. The Title Policy shall include an endorsement insuring the contiguity of the School Site to the 2 acre stormwater easement parcel described in Paragraph 3(d) below. The Title Policy shall also show that the APF Lands, as well as the stormwater easement parcel described in Paragraph 3(d) below, are not subject to assessments or control by any Community Development District or Homeowners or Property Owners Association. The School Site shall, however, be encumbered by the utility and access easement in favor of the County and benefitting the Reclaimed Water Storage and Re-Pump Facility, as provided in Paragraph 2 above and as depicted in The Grow PD/RP.

b) *Environmental Audit; Due Diligence.* No less than sixty (60) days prior to conveyance, Owners shall submit, or cause to be submitted, to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands. Each Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event a Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owners shall

submit, or cause to be submitted, to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Lands, one of the following events shall occur: (i) the Owners shall remediate, or cause to be remediated, the subject APF Parcel to County's satisfaction, prior to the conveyance; or (ii) the Parties shall negotiate and enter into a separate agreement, on mutually acceptable terms, whereby the Owners shall pay the full cost of remediation of the subject APF Parcel; or (iii) County may terminate this Agreement, at its option.

The Owners shall perform, or cause to be performed, such other due diligence actions of the type that are usually and customarily performed in connection with real estate conveyances of this type, including but not limited to geotechnical studies, wetland delineations, surveys, and wildlife studies, at no cost to County, as may reasonably be requested by the County. The Parties acknowledge and agree that the APF Lands contain wetland(s) that shall be mitigated by the Owners prior to conveyance to County, in compliance with all applicable laws, rules, and ordinances of any applicable governmental authority with jurisdiction thereover, so that the APF Lands may each be used for their intended APF purpose. Notwithstanding anything in the foregoing seemingly to the contrary, the Parties agree that there shall be no obligation on the Owners to mitigate impacts to wetlands on the Road Right-of-Way, and County acknowledges that there may be gopher tortoises present at the APF Lands, but agrees to take title to the APF Lands subject to the potential presence of such gopher tortoises without any obligation on Owners to mitigate any future impact to such gopher tortoises.

c) *Compliance with Section 286.23, Florida Statutes.* The Owners shall execute and deliver, or cause to be executed and delivered, to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

d) *Easements.* In addition to the conveyance of the respective APF Lands as contemplated in this Agreement, the Owners shall grant, or cause to be granted, at no cost to County and in accordance with County conveyance procedures, the following easements in favor of County, as follows. The benefit of any easements intended to benefit the School Site shall run with title to the School Site.

At the time of conveyance of the School Site to the County, the Owners shall grant, or cause to be granted, in favor of County a non-exclusive perpetual easement, in form acceptable to County, over the two (2) acre portion of the Property intended to contain the pond located adjacent to the southern boundary of the School Site, as graphically depicted in The Grow PD/RP, for the off-site retention and detention (water quality treatment) of stormwater generated upon the School Site, assuming development of the School Site for its intended purpose of being developed by School Board with an elementary school. The Owner of the School Site shall obtain water management district confirmation and obtain a certification from the project engineer for The

Grow PD, to be confirmed by County and an engineer for the School Board, that the pond has capacity to treat stormwater not otherwise retained on the School Site in connection with School Board's design and construction of a prototype elementary school acceptable to School Board. The easement shall further provide that the Owner of the School Site, or such homeowners or property owners association as may be formed by such Owner, reasonably acceptable to County, shall be perpetually responsible for the maintenance and proper function of the pond, all at no cost or expense to County, now or in the future; provided, however, that the County agrees to exercise the stormwater easement rights in compliance with all applicable laws, rules, regulations and ordinances and shall be responsible for any maintenance or repairs necessitated by any failure by County to comply with said laws, rules, regulations, and ordinances or by the acts of negligence of County or its agents or employees.

If, at the time of conveyance of the Park Site to the County there does not exist a public road providing access to the Park Site, the Owners shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to both the County and the Owners, providing to County the right to construct a temporary access road to the Park Site and to use such temporary road for construction access and public access to the Park Site, which easement shall terminate upon conveyance or dedication of public access to the Park Site.

If, at the time of conveyance of the School Site to the County there does not exist a public road providing access to the School Site, the Owners shall grant, or cause to be granted, to County a temporary access easement, in form acceptable to County, over such portion of the Property as is reasonably acceptable to the Parties, providing to County the right to access the School Site, which easement shall terminate upon conveyance or dedication of public access to the School Site.

e) *Additional Conveyance Requirements.* In connection with the conveyance of the APF Lands, the Owners shall (i) submit, or cause to be submitted, a Certificate of Non-Foreign Status confirming that the grantor is not a foreign person or entity for purposes of U.S. income taxation in compliance with Section 1445 of the Internal Revenue Code; (ii) submit, or cause to be submitted, such partial releases, satisfactions or other instruments necessary to release or remove any outstanding mortgages, liens, encumbrances or other matters which would prevent the utilization of the APF Parcel for the intended APF purpose and (iii) submit, or cause to be submitted, a sworn affidavit confirming that there are no liens, encumbrances, agreements, deed restrictions or other matters affecting title to the APF Parcel which would prevent utilization of such APF Parcel by County for the APF purpose.

f) *Negotiated Price of conveyed lands.* The negotiated price of the APF Lands has been determined in accordance with Chapter 23 of the Orange County Code.

(i) The Parties agree that the negotiated price of the Park Site is one million three hundred forty thousand and 00/100 dollars (\$1,340,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 20 acres. Promptly upon County's final acceptance of conveyance of the Park Site, County shall credit on its books to the park impact fee credit account of the Owner of the Park Site, for purposes of Chapter 23 of the Orange County Code, as amended, park impact fee credits in the amount of such aforementioned negotiated price of the Park Site.

(ii) The Parties agree that the School Board's agreed-upon fair market value of the School Site, upon completion of all access, utility and mitigation improvements required pursuant to Section 4 of the "CEA" (defined below) is \$58,000.00 for each acre or fraction thereof. However, the Parties acknowledge that at the time of conveyance of the School Site hereunder the aforescribed access, utility and mitigation improvements will likely not be complete, and, therefore, the value of the School Site will be paid to the Owner of the School Site in two (2) installments, as follows: (i) promptly upon School Board's final acceptance of conveyance of the School Site, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, school impact fee credits in the amount of \$28,000.00 for each acre or fraction thereof of the School Site, which amount results from School Board's agreed-upon fair market value of the School Site prior to completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, and (ii) promptly upon completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA, County shall credit on its books to the school impact fee credit account of the Owner of the School Site, for purposes of Chapter 23 of the Orange County Code, as amended, additional school impact fee credits in the amount of \$30,000.00 for each acre or fraction thereof, which amount represents the difference in the School Board's agreed-upon fair market value of the School Site before and after completion of the access, utility and mitigation improvements required pursuant to said Section 4 of the CEA.

(iii) The Parties agree that the negotiated price of the Reclaimed Water Storage and Re-Pump Facility, is two hundred one thousand and 00/100 dollars (\$201,000.00). This total results from an agreed-upon negotiated price of sixty-seven thousand and 00/100 dollars (\$67,000.00) for each acre or fraction thereof, and a total of 3 acres, payable by wire transfer of immediately available funds simultaneous with the closing of the conveyance.

(iv) Owners and County agree that there shall be no consideration payable by County for the conveyance of the Right-of-Way.

Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that the Owner that is the beneficiary of the park or school impact fee credit accounts described above pays park or school impact fees to the County in connection with the development of the PD Property and there is thereafter a credit balance in either of the park or school impact fee credit accounts described above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the County shall refund such park or school impact fees, respectively, to such Owner (or to such person or entity to whom the Owner expressly may assign the right to receive such refund) and shall make deduction from the appropriate park or school impact fee credit account in the amount of any such refund. The foregoing is intended to satisfy the requirements of Section 23-189 of the County Code that there be an agreement with the County that provides for a refund of previously paid impact fees.

4. Refinement of Size and Location of APF Lands. The size and location of the APF Lands as depicted on The Grow PD/RP is approximate, although the final size and location shall be substantially similar to that shown on The Grow PD/RP. The dimensions and locations for a particular APF Parcel shall be finalized by the Parties prior to County approval of the first Preliminary Subdivision Plan or Development Plan ("PSP" or "DP") within The Grow PD, and shall be in full compliance with this Agreement. **The Parties agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.**

5. Timing for Conveyance to County/Continuing Occupancy by Owners Prior to Use by County. Conveyance of the APF Lands shall be defined as submittal of all conveyance documents, approval by the BCC, and recordation of the deed(s). Owners and County have agreed that Owners shall convey the APF Lands pursuant to the following schedule:

a) with respect to the Park Site, the conveyance to County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

b) with respect to the School Site, assuming satisfaction of the applicable "School Conditions to Conveyance" (described below), the conveyance to County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the first plat of any parcel within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

c) with respect to the Reclaimed Water Storage and Re-Pump Facility, the conveyance to the County will occur after final, non-appealable approval of The Grow PD and (i) prior to approval of the first construction plan set within The Grow PD, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyance (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

d) with respect to the Road Right-of-Way, the conveyances to the County will occur after final, non-appealable approval of The Grow PD and (i) in conjunction with, but prior to, the approval and recording of the plats of Parcels T2-1 and T2-2, with the portions of the Road Right-of-Way adjacent to each such Parcel being conveyed prior to the approval of the plat for each such Parcel, respectively, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owners, of written notice that County desires consummation of such conveyances (which 120-day period is subject to extension as may be requested by County), whichever occurs first.

With respect to the APF Lands, Owners shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of their officers and employees, and agree to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against any and all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owners 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, reasonable paralegal and attorney 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 Owners, their officers, employees, agents, and/or representatives, arising out of their activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of Owners, their officers, employees, 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, the Owners 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 and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owners shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which

they become aware that may result in a claim for damages, or that occurs as a result of Owners' activities related to the APF Lands.

Each respective Owner shall be liable for the indemnification and hold harmless obligations set forth in the immediately preceding paragraph only with respect to the acts or omissions of its officers, employees, agents, and/or representatives. Notwithstanding anything seemingly to the contrary elsewhere in this Agreement, successor provisions regarding such indemnification are not intended to, nor shall they, be applicable to any individual owner of a single-family home for which a certificate of occupancy has been issued by County.

In the event that any of the above occurs, County may refuse to accept conveyance of the impacted APF Parcel and Owners may be required to pay an APF fee in lieu of conveyance or to convey alternative APF Lands acceptable to County. Notwithstanding anything seemingly to the contrary above in this Paragraph 5, the Parties acknowledge and agree that satisfaction of Owners' APF conveyance obligations must take place prior to County approval of the initial plat for any parcel within The Grow PD.

6. OCPS Interest in School Parcel. The Parties acknowledge that the Owners and School Board are parties to a School Mitigation Agreement for Capacity Enhancement OC-16-006 executed concurrently with this Agreement which imposes additional obligations upon the Owners in connection with the proposed conveyance of the School Site (the "CEA"), addressing, among other things, School Board's right to conduct its desired due diligence into the acceptability of the School Site for its APF purpose and imposing various obligations upon the Owners in connection with the conveyance and development of the School Site. With respect to the School Site and the rights and obligations of the School Board, in the event of any conflicts between the terms and provisions of this Agreement and the terms and provisions of the CEA, the terms and provisions of the CEA shall control. It shall be a condition precedent to conveyance of the School Site to County, and to County's and School Board's obligation to accept the conveyance of the School Site, that Owners shall be in compliance with the CEA at the time of the conveyance of the School Site to the County (the "**School Conditions to Conveyance**").

Upon reasonable request of the School Board the County will convey the School Site to the School Board. The School Board shall make the foregoing request for conveyance from the County no later than upon Owners' commencement of residential infrastructure improvements on any portion of the Property and delivery of written notice thereof from Owners to School Board. Notwithstanding anything in the foregoing seemingly to the contrary, upon reasonable advance written notice from School Board to the Parties, the Owners will, at such time as is otherwise required elsewhere in this Agreement, convey, or cause to be conveyed, the School Site directly to the School Board. In the event that the School Site is to be conveyed directly to the School Board, then the notice referenced in clause (ii) of Paragraph 5(b) may come from School Board.

In the event that the School Site is to be conveyed directly to the School Board, then the Title Commitment shall be endorsed, prior to conveyance, to name School Board as the proposed insured for the School Site, and the Title Policy for the School Site shall be issued to School Board.

In recognition of the intent that the School Site ultimately be conveyed to the School Board, the Parties hereby agree that (i) a copy of the Title Commitment and Title Policy pertaining to the School Site shall be delivered to School Board when delivered to County, (ii) School Board shall be entitled to participate in the final determination of the dimensions and location of the School Site pursuant to Paragraph 4 above, and (iii) the School Board may also conduct such due diligence with respect to the School Site as is required by applicable School Board policies, including, but not limited to, geotechnical studies, wetland delineations, surveys and wildlife studies, and that School Board may reasonably enter upon the School Site as and to the extent reasonably required to conduct such due diligence, pursuant to a right of entry from County. All such due diligence efforts by School Board shall be at School Board's sole cost and expense. Copies of any Phase I or Phase II environmental audits received with respect to the School Site shall be provided to School Board, and, as part of the School Conditions to Conveyance, School Board shall have the right to review and approve the results of the environmental audits, or any decisions reached pursuant to clauses (i) thru (iii) of Paragraph 3(b) above regarding the School Site.

Any easements intended to benefit the School Site shall run with title to the School Site, and shall be in form acceptable to County and School Board, and, if the School Site is to be conveyed directly to School Board as provided above, shall name School Board as the beneficiary, rather than County.

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

8. Limitation of Remedies. The Parties 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.

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

- (i) action for specific performance or injunction; or

- (ii) the right to set off, against any amounts of impact fees to be credited in favor of Owners under this Agreement, (A) any amounts due to County from Owners 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 Owners, but which Owners have failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with The Grow/the LPS Project/Lake Pickett South and/or the PD 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 Lands or any portion of the PD Property as County may lawfully elect.

b) 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.

The Parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. 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.

9. 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 PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

10. 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.

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

OWNERS: Banksville of Florida, Inc./Nivesa of Florida, Inc.
2665 South Bayshore Drive, Suite 220-81
Miami, Florida, 33133
Attention: David Martinez

New Ideas Incorporated/Chris-Anna Trust
1512 S. Roosevelt Blvd
Key West, Florida 33040
Attention: Margot H. Lopez

With a Copy to: American Land Investments of Orange County, LLC
Attn: Dwight Saathoff

7575 Dr. Phillips Boulevard, Suite 265
Orlando, Florida 32819

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

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

12. Disclaimer of Third Party Beneficiaries. Except as specifically set forth herein to the contrary, 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.

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

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

15. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

16. Survival. The obligations of this Agreement shall survive the conveyance of the APF Lands to County.

17. Amendments. 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.

18. 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 agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

19. Counterparts. This Agreement may be executed in up to six (6) counterparts, all 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.

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

21. Joinder and Consent by American Land. American Land Investments of Orange County, LLC, a Florida limited liability company ("ALIOC") is a contract vendee with rights to acquire certain portions of the Property owned by New Ideas and the Lopez Trust. By signing the Joinder and Consent attached to this Agreement, ALIOC, for itself and on behalf of any successor in interest that may acquire such portion of the Property, hereby consents to the conveyance of the APF Lands as provided in the this Agreement and agrees to be bound by all of the terms and conditions of this Agreement, in the event of such acquisition by ALIOC or such affiliate.

[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.

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs,
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

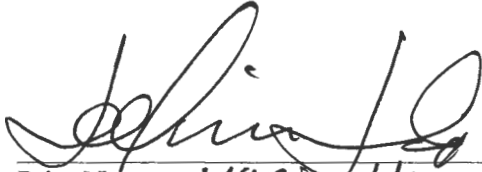

Deputy Clerk


Print Name: _____

WITNESSES:

"BANKSVILLE "

BANKSVILLE OF FLORIDA, INC.,
a Florida corporation

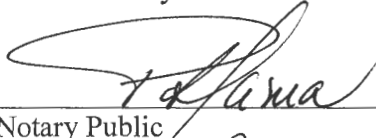

Print Name: MARIA Herreles

Print Name: Angel Rodriguez

By: 
Name: DAVID MARTINEZ
Title: PRESIDENT
Date: 5-31-16

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me by David Martinez, the President of Banksville of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2016.


Notary Public
Print Name: Patricia Llama
My Commission Expires: June 28, 2019



WITNESSES:

"NIVESA "

NIVESA OF FLORIDA, INC., a
Florida corporation

[Signature]
Print Name: Maria Herrera

[Signature]
Print Name: Angel Rodriguez

[Signature]
By: _____
Name: DAVID MARTINEZ
Title: PRESIDENT
Date: 5-31-16

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me by David Martinez, the President of Nivesa of Florida, Inc., a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 31 day of May, 2016. 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 31 day of may, 2016.

[Signature]
Notary Public

Print Name: Patricia Llama

My Commission Expires: June 28, 2019



WITNESSES:

"NEW IDEAS"

NEW IDEAS INCORPORATED, a
Florida corporation

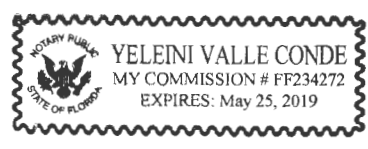
[Signature]
Print Name: Maria Garcia
[Signature]
Print Name: Nicole Laboy

By: Margot H Lopez
Name: MARGOT H LOPEZ
Title: OWNER President
Date: 6-1-16

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by Margot H Lopez as ~~OWNER~~ President of New Ideas Incorporated, a Florida corporation, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 1st day of JUNE, 2016. 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 1st day of JUNE, 2016.



[Signature]
Notary Public
Print Name: Yeleini Valle
My Commission Expires: May 25, 2019

WITNESSES:

"LOPEZ TRUST"

Maria Garcia
Print Name: Maria Garcia
Nicole Laboy
Print Name: Nicole Laboy

By: Margot H Lopez
Margot H. Lopez, as Successor Trustee of
the Chris-Anna Irrevocable Trust under
Trust Agreement dated September 1, 1982
Date: 6-1-16

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by Margot H. Lopez, as Successor Trustee of the Chris-Anna Irrevocable Trust under Trust Agreement dated September 1, 1982, on behalf of the trust, who is known by me to be the person described herein and who executed the foregoing, this 15th day of JUNE, 2016. She is personally known to me or has produced _____ as identification and did take an oath.

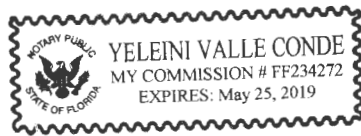
WITNESS my hand and official seal in the County and State last aforesaid this 15th day of JUNE, 2016.

Yeleani Valle

Notary Public

Print Name: Yeleani Valle

My Commission Expires: May 25, 2019



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 to the Agreement as a "joinder" party for the limited purpose of acknowledging the terms pertaining to the School Site as set forth in the provisions of Paragraph 6 thereof, 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, witnessed, executed and acknowledged on this ____ day of _____, 2016.

Signed, sealed and delivered in the Presence of:

"SCHOOL BOARD"

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

Print Name: _____

By: _____
William E. Sublette, Chairman

Print Name: _____

Date: _____, 2016

Print Name: _____

Attest _____
Barbara M. Jenkins, as its Secretary and Superintendent

Print Name: _____

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this ____ day of _____, 2016 for its exclusive use and reliance.

Eileen D. Fernandez, Esq.
Associate General Counsel

JOINER AND CONSENT OF ALIOC

American Land Investments of Orange County, LLC, a Florida limited liability company ("ALIOC"), as a contract vendee with rights to acquire certain portions of the Property owned by New Ideas and the Lopez Trust, for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby joins in and consents to the Agreement to which this Joinder and Consent is attached and to the conveyance of the APF Lands as provided in the Agreement. Further, ALIOC for itself and on behalf of any affiliate that may acquire title to such portion of the Property, hereby agrees to be bound by all of the terms and conditions of the Agreement, in the event of such acquisition by ALIOC or such affiliate and only in such event.

Signed, witnessed, executed and acknowledged on this 31st day of May, 2016.

WITNESSES:

Pauline D Mc Nally
Print Name: Pauline D. McNally
Charlene L Beecham
Print Name: Charlene L. Beecham

**AMERICAN LAND INVESTMENTS OF
ORANGE COUNTY, LLC**, a Florida limited liability company

By: Dwight Southoff
Name: Dwight Southoff
Title: Manager
Date: May 31, 2016

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on May 31, 2016, personally appeared Dwight Southoff as manager of AMERICAN LAND INVESTMENTS OF ORANGE COUNTY, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or _____ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.

Charlene L. Beecham

Notary Public

Charlene L. Beecham
Name Printed, Typed or Stamped

Certificate No. FF 129408



Exhibit "A"

**Legal Description and Sketch of
Description for the PD Property
[4 Pages Follow]**

Banksville Property:

Orange County Tax Parcel Nos.: 18-22-32-0000-00-001 & 19-22-32-0000-00-001

That portion of the Northeast 1/4 of Section 19, Township 22 South,
Range 32 East, Orange County, Florida, lying Northerly of the North
right of way line of State Road 50 and Easterly of the East right of
way line of South Tanner Road,

AND

That part of Section 7, lying South of State Road 420 and East of South Tanner
Road;

That part of W-1/2 of SW-1/4 and W-1/2 of E-1/2 of SW-1/4 of Section 8, lying
South of State Road 420;

The N-1/2 of NW-1/4 (LESS East 100 feet of NE-1/4 of NW-1/4, LESS
East 50 feet of the SE-1/4 of NE-1/4 of NW-1/4); SW-1/4 of NW-1/4; The West
3/4 of SE-1/4, of NW-1/4, all in Section 17;

That part of N-1/2 of Section 18, lying East of South Tanner Road; all being
Township 22 South, Range 32 East, Orange County, Florida.

Nivesa Property:

Orange County Tax Parcel No.: 08-22-32-0000-00-005

SW ¼ OF SE ¼ & E ½ OF SE ¼ OF SW ¼ (LESS BEG SE COR OF SEC RUN W 1303.93 FT FOR POB
RUN N 1285.95 FT W 350.25 FT TH S 1143.84 FT S 41 DEG E TO SEC LINE TH E TO POB) & (LESS
PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF

SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) IN SEC 08-22-32 & IN SEC 17-22-32 THE E ¼ OF SE ¼ OF NW ¼ & E 100 FT OF NE ¼ OF NE ¼ OF NW ¼ & E 50 FT OF SE ¼ OF NE ¼ OF NW ¼ & NE ¼ (LESS BEG 1159.16 FT S OF NE COR RUN S 77 DEG W 306.06 FT S 847.72 FT S 48 DEG W 439.09 FT S TO S LINE OF NE ¼ E TO E ¼ COR N 1507.64 FT TO POB) & (LESS THAT PART LYING IN THE FOLLOWING DESC - BEG NE COR OF SEC RUN W 1303.93 FT FOR POB TH S 252.02 FT N 41 DEG W TO A POINT ON SEC LINE RUN E TO POB) & (LESS PT LYING IN FOLLOWING DESC COMM NE COR OF SEC 17 TH W 1303.93 FT TO SE COR OF SW ¼ OF SE ¼ OF SEC 8 TH N 1285.95 FT W 320.25 FT TO POB TH S 1143.85 FT S 41 DEG E 277.47 FT S 230.41 FT S 11 DEG E 382.39 FT W 573.85 FT N 1934.65 FT E 430.03 FT TO POB) & (LESS COMM NE COR OF SEC TH RUN W 1303.93 FT TO NE COR OF NW ¼ OF NE ¼ TH S 252.02 FT S 87 DEG W 166.52 FT FOR POB TH S 380.22 FT W 40 FT N 11 DEG W 382.39 FT N 87 DEG E 112.22 FT TO POB) SEE 3537/712

New Ideas Property:

Orange County Tax Parcel Nos.:18-22-32-0000-00-025 & 20-22-32-0000-00-002

PARCEL 1:

Being that portion of the North Half of the East Three Quarters of Section 20, Township 22 South, Range 32 East, Orange County, Florida, lying Northerly of State Road No. 50 and Westerly of the Northerly projection of and also the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH the Westerly 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Begin at the Northwest corner of the Northeast Quarter of Section 20, Township 22 South, Range 32 East, Orange County, Florida, run South 89 degrees 22 minutes 44 seconds East, along the North line of said Northeast Quarter a distance of 695.13 feet to a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said Northerly projection and said East line 2463.98 feet to the Northerly right of way line of State Road No. 50; thence run North 70 degrees 30 minutes 20 seconds West along said right of way line 1594.81 feet to the point of curvature of a curve concave Southerly having a radius of 11559.2 feet; thence run Northwesterly along the arc of said curve and said Northerly right of way line 518.99 feet through a central angle of 02 degrees 34 minutes 21 seconds to the West line of the East Half of the Northwest Quarter of said Section 20; thence run North 00 degrees 02 minutes 54 seconds East along said West line 1772.16 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 22 South, Range 32 East; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Southeast Quarter of Southwest Quarter of Section 17; thence run North 89 degrees 56 minutes 54 seconds East along the North line of said Southeast Quarter of the Southwest Quarter a distance of 562.98 feet; thence run South 01 degrees 20 minutes 07 seconds East along the East line of the West 562.84 feet of said Southeast Quarter of the Southwest Quarter of Section 17 a distance of 1326.80 feet to the North line of aforesaid Section 20; thence run North 89 degrees 47 minutes 38 seconds East along said North line 768.40 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that certain 25 foot right of way identified as Western Parkway on EAST COVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida.

TOGETHER WITH

PARCEL 2:

That portion of the South Half of the East Three Quarters of Section 17, Township 22 South, Range 32 East, Orange County, Florida, lying Westerly of a Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida, LESS the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of said Section 17; subject to a Florida Power Corporation Easement, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 17, Township 22 South, Range 32 East, Orange County, Florida, run thence South 89 degrees 47 minutes 38 seconds West along the South line of said Southwest Quarter a distance of 768.40 feet to the East line of the West 562.84 feet of the Southeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West along said East line 1326.80 feet to the North line of said Southeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 56 minutes 54 seconds West along said North line 562.98 feet to the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 17; thence run North 01 degrees 20 minutes 07 seconds West 1328.31 feet to the Northwest corner of said Northeast Quarter of the Southwest Quarter of Section 17; thence run South 89 degrees 53 minutes 51 seconds East, 1334.74 feet to the center of said Section 17; thence continue South 89 degrees 53 minutes 51 seconds East along the North line of the South Half of said Section 17, a distance of 787.62 feet to the Northerly projection of the East line of Tract 3, EAST CLOVERDALE, as recorded in Plat Book K, Page 73, of the Public Records of Orange County, Florida; thence run South 00 degrees 44 minutes 03 seconds West along said projection line 2655.07 feet to a point on the South line of said Section 17 situated 695.13 feet South 89 degrees 22 minutes 44 seconds East from the POINT OF BEGINNING; thence run North 89 degrees 22 minutes 44 seconds West along said South line of Section 17, a distance of 695.13 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3:

A part of the Northwest 1/4 of the Southeast 1/4 lying East of South Tanner Road in Section 18, Township 22 South, Range 32 East, Orange County, Florida, described as:

Commence at the Northwest corner of the Southeast 1/4 of said Section 18, run thence South 89°55'33" East along the North line of said Southeast 1/4, a distance of 81.57 feet to the Easterly right-of-way line of South Tanner Road and for a Point of Beginning; continue thence South 89°55'33" East, a distance of 1250.77 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 18; thence South 00°36'52" East along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 18, a distance of 817.26 feet; thence North 89°55'33" West, a distance of 990.50 feet to the Easterly right-of-way line of South Tanner Road; thence North 18°02'57" West along said Easterly line, a distance of 798.98 feet to a point of curvature of a curve concave Southwesterly, having a radius of 764.65 feet; run thence Northwesterly along the arc of said curve, through a central angle of 04°37'39", a distance of 61.76 feet to the Point of Beginning.

Lopez Trust Property:

Orange County Tax Parcel No.: 17-22-32-0000-00-002

The West 1/2 of the Southwest 1/4 of Section 17, Township 22 South, Range 32 East, Orange County, Florida, AND the East 1/2 of the Southeast 1/4 of Section 18, Township 22 South, Range 32 East, Orange County, Florida.

Exhibit "B"
Project Area Location Map

See Attached 1 Page

