


APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUN 18 2013 CAS/lap

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Rec Fee: \$1,132.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
IO - Ret To: ORANGE COUNTY GROWTH MANA  


**PREPARED BY AND RETURN TO:**  
DANIEL T. O'KEEFE, ESQUIRE  
SHUTTS & BOWEN LLP  
300 S. ORANGE AVENUE, SUITE 1000  
ORLANDO, FLORIDA 32801

**Tax Parcel I.D. Nos.:** 04-24-27-0000-00-005; 05-24-27-0000-00-005; 34-23-27-0000-00-002;  
33-23-27-0000-00-006; 03-24-27-0000-00-003; 04-24-27-0000-00-006;  
34-23-27-0000-00-011; 33-23-27-0000-00-003; 34-23-27-0000-00-004;  
04-24-27-0000-00-016; 04-24-27-0000-00-017; 33-23-27-0000-00-007;  
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04-24-27-0000-00-002; 04-24-27-0000-00-019; 08-24-27-0000-00-008;  
08-24-27-0000-00-026; 05-24-27-0000-00-001; 33-23-27-0000-00-017;  
33-23-27-0000-00-018; 03-24-27-0000-00-005; 04-24-27-0000-00-016;  
04-24-27-0000-00-017; 04-24-27-0000-00-029; 04-24-27-0000-00-030

**VILLAGE F**

**HORIZON WEST  
(SEIDEL ROAD)**

**ROAD NETWORK AGREEMENT**

**THIS ROAD NETWORK AGREEMENT** (the "Agreement"), is effective as of the latest date of execution by the parties hereto (the "Effective Date"), and is made and entered into by and between **CITBELT INVESTMENTS, INC.**, a Florida corporation ("Citbelt"); **JOHN D. FICQUETTE** ("Ficquette"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("Lake Hancock"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("Hickory"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("Tradition"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("Lake Cypress"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("Magnolia"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("Vineland Express"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("VF Horizon"); **WINDY LAKE GROVE**, a Florida general partnership ("Windy Lake"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("Walt Disney"); **COMPASS ROSE CORPORATION**, a Florida corporation ("Compass"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("Disney Travel"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("Meritage"); **SEIDEL EAST, LLC**, a Florida limited liability company ("Seidel East"); **SSP I, LLC**, a

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Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), with addresses as set forth in Section 13 below, and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 ("**County**").

**WITNESSETH:**

**WHEREAS**, Owners are the owners of fee simple title to certain property shown on the project location map identified as **Exhibit "A"** and more particularly described in **Composite Exhibit "B"**, both of which exhibits are attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, the Property constitutes a portion of Village F as set forth in the Specific Area Plan (the "**SAP**") for Horizon West Village F as adopted by the County; and

**WHEREAS**, Owners intend for the Property to be developed for a mix of uses (the "**Project**"); and

**WHEREAS**, as a condition of development of the Property 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; and

**WHEREAS**, Owners are willing to convey certain portions of the Property to the County for road right-of-way and drainage purposes and to construct or cause to be constructed roadways in accordance with plans approved by the County; and

**WHEREAS**, Owners and County have addressed the conveyance of Owners' portion of the required right-of-way for the Improvements, as defined below, the construction thereof and the award of transportation impact fee credits therefor; and

**WHEREAS**, the Orange County Engineer has declared the roadways described herein to be impact fee eligible roadways; and

**WHEREAS**, County and Owners desire to set forth herein all of the terms, conditions, and agreements between them with respect to the required right-of-way contributions, transportation impact fee credits, and related road construction with respect to Village F in a manner consistent with the Global Road Term Sheet for Horizon West approved by the Orange County Board of County Commissioners on September 20, 2011, as corrected and approved by the Orange County Road Agreement Committee on March 21, 2012, as amended on December 12, 2012 (the "Global Term Sheet") and the Master PD Land Use Plan for the Village F Master PD (the "PD"), subject to modifications agreed to by the County and Owners as set forth herein, which modifications shall control in the event of any discrepancy between this Agreement and the Global Term Sheet.

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**NOW, THEREFORE**, in consideration of the premises, the County and Owners hereby agree as follows:

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

2. **Definitions.** Unless defined elsewhere within this Agreement or the Global Term Sheet, the terms set forth below shall have the following meanings when used in this Agreement:

2.1 **Improvements** – shall refer to all roadway and drainage improvements designed, engineered, permitted, approved, and constructed in connection with the road segments and phases described in Section 3 hereinbelow.

2.2 **Owners** – shall refer to **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company (collectively, "**Owners**", individually, an "**Owner**"), and, to the extent provided in Section 14, below, its successors or assigns as the fee Owners of the Property or any Parcel (as hereinafter defined) within the Property.

2.3 **Parcel** – shall mean any lot, tract or other portion of the Property on which any building requiring a County building permit may be constructed.

2.4 **Trip(s)** – shall mean a PM peak hour two-way vehicular trip.

2.5 **Village Escrow Agent** – shall mean Shutts & Bowen LLP, hereby appointed by the Owners and acceptable to the County to receive and disburse all

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documents and funds and maintain all records as contemplated herein, and any successor escrow agent as approved by a majority of the Owners based upon net developable acreage owned by such Owners and acceptable to the County.

3. **Improvements.** The Improvement activities to be performed to accommodate the transportation impacts of the Project are divided into "Phases" as follows (each sub-Phase shall be designated as a "Segment" herein), more particularly described in **Exhibit "C"** attached hereto and incorporated herein by reference.

**Preliminary Phase Improvements:** Owners to fund a Preliminary Design Study (the "**Study**") for the Improvements and upon completion place Deeds and Easements (as defined herein) into escrow with Village Escrow Agent.

**Phase 1 Improvements:** Owners to fund the design, engineering, and permitting of Seidel Road (Design 4 Lanes, Build 2 Lanes in 2 Phases) from Summerlake Boulevard to State Road 429 ("SR 429") in the following Segments, which Segments may be completed in any order:

- **Segment 1:** Owners to fund design, engineering, and permitting of Seidel Road (Design 4 Lanes, Build 2 Lanes in 2 Phases) from Summerlake Boulevard to the eastern property line of the Meritage property.
- **Segment 2:** Owners to fund design, engineering, and permitting of Seidel Road (Design 4 Lanes, Build 2 Lanes in 2 Phases) from the eastern property line of the Meritage property to SR 429.

**Phase 2 Improvements:** Construct two lanes of Seidel Road from Summerlake Boulevard to SR 429 in the following Segments, which Segments may be completed in any order:

- **Segment 1:** Owners to complete the engineering, dedicate right of way, ponds, and easements related thereto, fund County's acquisition of additional right of way (if necessary), and commence construction of two lanes of Seidel Road from Summerlake Boulevard to the northern property line of the VF Horizon property.
- **Segment 2:** Owners to complete the engineering, dedicate right of way, ponds, and easements related thereto, fund County's acquisition of additional right of way (if necessary), and commence construction of two lanes of Seidel Road from the northern property line of the VF Horizon property to the eastern property line of the Meritage property.
- **Segment 3:** Owners to complete the engineering, dedicate right of way, ponds, and easements related thereto, fund County's acquisition of additional right of way (if necessary), and commence



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construction of two lanes of Seidel Road from the eastern property line of the Meritage property to Parcel S-6.

- Segment 4: Owners to complete the engineering, dedicate right of way, ponds, and easements related thereto, fund County's acquisition of additional right of way (if necessary), and commence construction of two lanes of Seidel Road from Parcel S-6 to SR 429.

Phase 3 Improvements: Complete the Phase 2 Improvements and construct the final two lanes of Seidel Road from Summerlake Boulevard to SR 429 in the following Segments, which Segments shall be completed in order from North to South or South to North:

- Segment 1: Owners to fund and commence construction of final two lanes of Seidel Road from Summerlake Boulevard to the northern property line of the VF Horizon property.
- Segment 2: Owners to fund and commence construction of final two lanes of Seidel Road from the northern property line of the VF Horizon property to the eastern property line of the Meritage property.
- Segment 3: Owners to fund and commence construction of final two lanes of Seidel Road from the eastern property line of the Meritage property to Parcel S-6 of the Meritage property.
- Segment 4: Owners to fund and commence construction of final two lanes of Seidel Road from Parcel S-6 of the Meritage property to SR 429.

For the avoidance of doubt, the term "Owners" as used in this Section 3 shall mean and refer to those Owners who have become **Constructing Owners** in accordance with Section 10.2 of this Agreement; nothing contained in this Section 3 shall be construed as placing a funding obligation on any Owner who has not become a Constructing Owner in accordance with Section 10.2 of this Agreement.

4. **Trip Allocations and Performance Thresholds.** Pursuant to the development approvals within the PD, the Property has been assigned 3,951 cumulative Trips to accommodate the development program for the Property reflected in the approved SAP and PD. The Trips shall be allocated to the Property in stages, based on construction of the Improvements, as set forth in Table 1 below, to insure that the designated Improvements are completed prior to build out of the Property and allocation of the corresponding Trips. The term "commence construction" as used herein shall mean an Owner or Owners have executed a contract to construct the applicable Improvements and held the required pre-construction meetings with the County.

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Table 1

<u>Performance Needed Prior to Receiving Designated Trip Allocation</u>	<u>Trip Allocation</u>
Execute Road Network Agreement and Owners to fund a Preliminary Design and Engineering Study for the Improvements and place Deeds and Easements (as defined herein) into escrow – <b>12.5% Completion</b>	494
Owners to fund the Phase 1, Segment 1 Improvements – <b>6.25% Completion</b>	247
Owners to fund the Phase 1, Segment 2 Improvements – <b>6.25% Completion</b>	247
Owners to perform Phase 2, Segment 1 Improvements – <b>5% Completion</b>	198
Owners to perform Phase 2, Segment 2 Improvements – <b>5% Completion</b>	198
Owners to perform Phase 2, Segment 3 Improvements – <b>5% Completion</b>	198
Owners to perform Phase 2, Segment 4 Improvements – <b>5% Completion</b>	198
Owners to perform Phase 3, Segment 1 Improvements – <b>7.5% Completion</b>	296
Owners to perform Phase 3, Segment 2 Improvements – <b>7.5% Completion</b>	296
Owners to perform Phase 3, Segment 3 Improvements – <b>7.5% Completion</b>	296
Owners to perform Phase 3, Segment 4 Improvements – <b>7.5% Completion</b>	296
Certificate of Completion obtained for all Phase 3 Improvements – <b>25% Completion</b>	987
<b>Village F Improvements 100% Completion</b>	<b>3,951 Cumulative Trips</b>

5. Monitoring Trip Generation.

5.1 Trip Generation Rates. Trip generation for all development within the Property shall be measured by use of the trip generation rates set forth in Table 2, below. Said trip generation rates were derived from the 8th Edition Institute of Transportation Engineers Trip Generation Report (“ITE Manual”). Trip rates for land uses not listed in Table 2, below, shall be based on the ITE Manual, with the methodology for determining such trip rates to be agreed to by the County. These rates shall be used to determine trip generation for Village F throughout the term of this Agreement without regard to the publication of subsequent editions of the ITE Manual and without use of alternative trip generation equations or calculations.

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Table 2

**Trip Generation Rates**

<b><u>Land Use</u></b>	<b><u>Trip Rate</u></b>
Single Family (per unit)	1.01
Apartments (per unit)	0.62
Townhouse (per unit)	0.52
Retail (per 1,000 s.f.)	3.73
General Office (per 1,000 s.f.)	1.49

5.2 Trip Monitoring. In conjunction with each Development Plan submitted for any Parcel within the Property, the Owners 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 2. The County shall maintain a cumulative record of the projected Trips associated with all such Development Plans. Unless further approved by the County pursuant to the County's then existing Transportation Concurrency Management System or similar regulations, development within the Property shall not exceed the total allocated Trips of 3,951. In the event any Owner utilizes Transferrable Development Rights credits in order to increase the density of such Owner's property resulting in development within the Property that exceeds the total allocated Trips of 3,951, such Owner shall be solely responsible for satisfying concurrency requirements related to such excess density.

6. **Concurrency Vesting**.

6.1 Satisfaction of Transportation Concurrency. Through continued compliance with the terms and conditions of this Agreement, the Constructing Owners (hereinafter defined), their successors, and assigns, shall satisfy transportation concurrency through full build-out of Village F up to a cumulative total of 3,951 Vested Trips (the "**Vested Trips**"), for so long as a transportation concurrency concept is applicable to Horizon West. A confirmation letter of vested trips (a "**Confirmation Letter**") shall be issued by the Transportation Planning Division periodically following receipt of a Certificate of Payment from the Village Escrow Agent for the trip thresholds set forth in Table 1. The Vested Trips shall be considered automatically assigned to the Owners of any Parcel within the Property if said Trips are allocated to said Parcel pursuant to any County approved Development Plan or otherwise specifically assigned by the Owners to a successor Owner of any Parcel. The County shall issue a Confirmation Letter in the form attached hereto as **Exhibit "D"** to the Village Escrow

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Agent for Segments completed pursuant to this Agreement. A copy of the Confirmation Letter shall be issued by the Village Escrow Agent with an “**Assignment of Vested Trips**” in the form attached hereto as **Exhibit “E”** only to Constructing Owners that have funded all or a portion of the Segment(s) for which the Confirmation Letter was issued. Upon presentation of a Confirmation Letter and an Assignment of Vested Trips, the transportation portion of the County’s concurrency review fee shall be waived.

6.2 Termination or Suspension of Concurrency. In the event, the Florida Legislature or the Orange County Commission terminates or suspends the application of transportation concurrency in Horizon West, this Agreement shall remain in effect, and Properties within Village F will be able to proceed to buildout in accordance with the terms of the approved SAP and approved PD’s even if the total number of Trips allocated to Village F by this Agreement is exceeded. The Performance Thresholds and Trip Allocations set forth in Table 1 above will still be used to establish the amount of development that can occur before the next mitigation measure is required.

6.3 Full Trip Allocation. Once the Village Escrow Agent has allocated all of the trips in the Property’s 100% trip allocation as set forth in Table 1 above, then any land in the Property which has not previously been allocated trips from the Property’s trip allocation shall immediately become subject to all applicable transportation concurrency requirements, if any are in effect at that time.

7. Conveyance of Right-of-Way to County.

7.1 Conveyed Lands. Owners shall convey to County marketable fee title or easement to that portion of the Property required for the Improvements, including related stormwater management areas (collectively the “**Conveyed Lands**”), as legally described and depicted pursuant to final permitted construction plans for such roadways. Right-of-way for any Segment to be constructed hereunder shall be conveyed to the County in accordance with Section 7.3 of this Agreement. The parties agree that the alignment and design of the Improvements shall be substantially as set forth in the attached **Exhibit “F”** (the “**Conceptual Improvements Plan**”) and shall incorporate the minimum roadway design criteria set forth in the attached **Exhibit “G”** (the “**Minimum Design Criteria**”).

7.2 Stormwater Management. With respect to the portion of the Conveyed Lands required for stormwater management, the following terms shall apply:

(i) County’s interest shall be a perpetual, nonexclusive drainage easement, which may be used as a joint pond/conveyance system designed to accommodate storm drainage from both the Improvements and the Project, in the form set forth in Section 7.3 below.

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(ii) Owners and County shall cooperate in good faith during the preparation of the construction plans to agree upon the final location and configuration of the stormwater management areas.

(iii) To accommodate future development of the Property, the County drainage easements may be relocated or reconfigured by Owners, at Owners' expense, upon reasonable notice to and approval by the County and provided that all required drainage for the Improvements are continually maintained during and after such relocation of the County drainage easement area.

7.3 Procedure. Each Owner that is required to convey APF Land for a Segment or any required stormwater management areas to be encumbered by a drainage easement, utility easement, sidewalk easement, temporary construction easement, or slope easement shall, within 30 days following the County's execution of this Agreement, deliver to the Village Escrow Agent a signed Special Warranty Deed substantially similar to the form attached hereto as **Exhibit "H"** sufficient to convey to the County marketable fee title to the Conveyed Lands. Within the same 30 day time period, the Owner shall execute and deliver to the Village Escrow Agent any required easements. The easements shall substantially conform to the applicable sample easement documents attached hereto as **Exhibits "I"** through **"K"**, respectively, which forms are acceptable to the County. The Village Escrow Agent shall hold the Deeds and Easements in escrow until all of the other requirements in Section 7.4 for a Segment have been completed and then shall deliver a complete package of various conveyance and easement documents to the County. The Conveyed Lands (other than those Conveyed Lands to be used for stormwater management) shall be conveyed free and clear of all liens and encumbrances, except for easements and matters of record acceptable to the County. The County shall determine which pre-existing easements, if any, need to be subordinated to the County and the terms of such subordination. Pursuant to separate agreement, Owners shall pay all costs associated with the conveyance of the Conveyed Lands, including recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with conveyance of the Conveyed Lands shall be pro-rated as of the date of transfer of title, and said pro-rated amount shall be paid by Owners pursuant to separate agreement to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owners for the year of conveyance.

7.4 Delivery of Deeds and Easements. Upon completion of the final permitted construction plans for the Improvements, Village Escrow Agent shall attach the final applicable legal descriptions to the Deeds and Easements and hold such Deeds and Easements in escrow until the other conveyance requirements set forth herein are completed, at which time Village Escrow Agent shall deliver the Deeds and Easements to the County. Within sixty (60) days after the Preliminary Design Study is complete, each Owner shall execute and deliver to Village Escrow Agent an additional Deed or Easement for pond areas owned by such Owner, if any, to the County and

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Village Escrow Agent shall hold such Deeds in escrow until the other conveyance requirements set forth herein are completed, at which time Village Escrow Agent shall deliver the Deeds and Easements to the County. All necessary Deeds and Easements shall be conveyed to the County prior to issuance of a building permit that would cause the PD to cumulatively generate more than 25% of the total trip allocation set forth in Section 4 above. If any additional Deed and/or Easement is required to complete any Phase or Segment of the Improvements, each Owner agrees to execute and deliver such Deed and/or Easement to Village Escrow Agent within thirty (30) days after Village Escrow Agent's request therefor. Each Owner shall be entitled to enforce this provision by an action for specific performance against any other Owner that fails to execute and deliver such Deed(s) and/or Easement(s).

7.5 Title Policy. Not less than sixty (60) days prior to conveyance of the Conveyed Lands, each Owner shall deliver to County a commitment to issue an Owners' Policy of Title Insurance naming County as the insured (the "**Title Commitment**"). The original Owners' Policy of Title Insurance (the "**Title Policy**") shall be delivered to County within forty-five (45) days after conveyance of the Conveyed Lands. The cost of the Title Policy shall be shared by Owners pursuant to separate agreement.

7.6 Environmental Audit. Not less than sixty (60) days prior to conveyance, each Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of their property encompassed by the Conveyed Lands. The Owners acknowledge that the Phase I Improvements shall include a Phase I environmental audit of the areas encompassed by the Conveyed Lands. The 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-1527-05. In the event the Phase I environmental audit presents a matter of concern, as reasonably determined by the County, then prior to the conveyance, the applicable Owner(s) shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) the applicable Owner(s) shall remediate their portion of the Conveyed Lands to the County's satisfaction prior to conveyance; or (ii) the applicable Owner(s) and County shall negotiate and enter into a separate written agreement whereby the parties agree upon the cost sharing and timing of such remediation.

7.7 Compliance with Section 286.23, Florida Statutes. Each Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

8. Impact Fee Credits.

8.1 Allocation of Credits.

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(a) Upon deposit of all deeds and easements with Village Escrow Agent, execution of a contract (in which the County is identified as a third-party beneficiary) to construct a particular Segment of the Improvements (each, a "**Contract**"), attendance at all pre-construction meetings required by the County with respect to such construction, and deposit with the Village Escrow Agent of cash or an irrevocable letter of credit in the estimated amount of such construction (collectively, the "**Pre-Construction Obligations**"), the Owners executing such Contract shall be entitled to receive transportation impact fee credits ("**Credits**") based on the actual, reasonable amounts paid by such Owners under such Contract, equal to the lesser of:

(i) 95% of all such funds expended by Owners for right of way acquisition or conveyance, permitting, design, engineering, and construction of the Improvements, or

(ii) 60% of the countywide average total cost of road construction (including right of way conveyance, design, engineering, permitting, mitigation, maintenance of traffic, right-of-way, and construction) per lane mile for all County roads (the "**Countywide Average Cost**"), as established and amended from time to time by the County Engineer, multiplied by the number of lane miles of roadways constituting the Improvements. In 2010, the Countywide Average Cost was \$2,600,000.00 per lane mile of roadway.

(b) The County shall establish a single transportation impact fee credit account for the benefit of the Owners. Credits for the acquisition or conveyance of right-of-way and easements for the Improvements shall be awarded promptly following completion of the Pre-Construction Obligations with respect to a particular Segment.

(c) Owners shall receive transportation impact fee credits equal to \$22,500.00 per acre for right-of-way conveyance accepted by the County. Any work performed by the Owners, the scope of which has not been approved by the County, shall be done at the Owners' risk and may not be eligible to receive transportation impact fee credits. Notwithstanding anything seemingly to the contrary in this Agreement, it is expressly understood and agreed by Owners and County that the total of County's reimbursement to Owners via Credits shall never cumulatively exceed 60% of the Countywide Average Cost.

(d) All proposed costs that are potentially eligible for transportation impact fee credits shall be reviewed and approved by the County Engineer in advance of expenditure. Any such proposed costs shall be submitted to the County Engineer for review and approval.

(e) Upon receipt of cash or an irrevocable letter of credit as contemplated herein, Village Escrow Agent shall issue to the County a "**Certificate of Payment**" in the form attached hereto as Exhibit "L" reflecting such amounts. Any letters of credit placed into escrow shall be in a form acceptable to the County, must

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name the Village Escrow Agent as the beneficiary and must be assignable to the County.

(f) Within ten (10) days after receipt of certification from the engineer that amounts due under a Contract have been paid by the contracting Owner, Village Escrow Agent shall disburse such deposited amounts from escrow to the contracting Owner (in the event of a cash deposit).

8.2 Village Escrow Agent Accounting.

(a) The Village Escrow Agent shall establish an impact fee credit ledger for the Property and impact fee credit sub-accounts for each of the Owners based on contributions received from each Owner. Following issuance of the Certificate of Completion for each of the Phases, the Village Escrow Agent shall certify to the County and to the Owners the total amounts spent for such Improvements, and the County's Impact Fee Credit Account shall be reconciled with the Impact Fee Credit ledger maintained by the Village Escrow Agent, subject to the impact fee credit limitations and restrictions set forth in Paragraph 8.1 above.

The Village Escrow Agent shall also have the responsibility of keeping an accurate ledger of the number of total PM peak hour two-way trips allocated to each building permit issued within the Property and confirmed by the County for each building permit issued, using the trip rates set forth in Table 2 above. It shall be the permit applicant's responsibility to provide the Village Escrow Agent with the County's confirmation of the total PM peak hour two-way trip allocation for the building permit or permits that will be requested prior to receiving from the Village Escrow Agent an **"Impact Fee Credit Voucher"** in the form attached hereto as **Exhibit "M"** that shall be presented to the County at the time building permits are requested. In no event shall any such allocation exceed the land use entitlements set forth in the SAP or PD, or as otherwise approved by the County.

On a quarterly basis, the Village Escrow Agent shall provide the County and the Owners with a copy of the ledger showing the cumulative number of total PM peak hour two-way trips that have been allocated during the prior quarter for development within the Property and cumulatively. This ledger shall also indicate the amount of trips remaining to be allocated before the next performance and trip threshold is reached, as set forth in Table 1 above.

8.3 Use of Credits. All Credits may be used to offset transportation impact fees otherwise payable for any development within Village F. In the event an Owner that has received impact fee credits wishes to obtain building permits for use on its Property, that Owner shall from time to time provide the Village Escrow Agent with a statement from the County indicating the amount of impact fees that have been determined for the number and type of building permits desired. If the amount of impact fee credits in the Owner's sub-account equals or exceeds the amount of impact fees on the County's statement, the Village Escrow Agent shall then issue to the Owner an



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**Impact Fee Credit Voucher** based upon the County's determination of impact fees for the desired building permits. The Village Escrow Agent shall then deduct the dollar value of the **Impact Fee Credit Voucher** from both (i) the Owner's subaccount, and (ii) the Village's overall impact fee credit account. The Owner shall present the **Impact Fee Credit Voucher** to the County at the time building permits are requested (in lieu of the County receiving the impact fee payment), and the County shall deduct the dollar value noted on the **Impact Fee Credit Voucher** from the Impact Fee Credit Account.

8.4 Sale or Assignment of Credits. Subject to the terms of this Paragraph 8, an Owner may assign its Credits to any builder or landowner only within the Horizon West area of Transportation Impact Fee Zone 4 for an amount no greater than the County's then applicable impact fee rate. An Owner shall notify the Village Escrow Agent if it desires to sell some or all of the impact fee credits in its particular sub-account, or the Owner may retain its impact fee credits for its own use.

If an Owner has authorized the assignment of some or all of the dollar value of the impact fee credits in its previously-established sub-account as part of a sale of all or a portion of the Owner's Parcel, such Owner shall execute an "**Assignment of Road Credits**" in the form attached hereto as "**Exhibit N**", and the assignee shall then pay to the Village Escrow Agent the dollar amount of the impact fee credits to be assigned. The Village Escrow Agent shall then establish an impact fee credit sub-account for the assignee in the appropriate amount, and forward the funds received to the assigning Owner. Thereafter, the assignee may pull building permits under the process for an Owner as set forth in Paragraph 8.4 above.

If no impact fee credits or an insufficient amount of impact fee credits are available for sale at the time an Owner or assignee desires to pull a permit, the person desiring the permit shall pay to the Village Escrow Agent an amount equal to the impact fees that the County would charge for issuing the permit (as determined by the County). The Village Escrow Agent shall then pay to the County the required impact fees "**Under Protest**" for the permit that will be requested by the Owner or assignee. At such time as the County awards additional impact fee credits to the Village, the County shall refund to the Village Escrow Agent the same dollar amount that was paid "Under Protest." The Village Escrow Agent shall deposit the refunded amount in the Village Escrow Account for use in designing, engineering, permitting or constructing the Improvements.

If an Owner that has an allocation of impact fee credits directs the Village Escrow Agent to do so, the Village Escrow Agent shall make the impact fee credits available for sale first to the other Owners within the Property and then to other property owners within Village F and then to owners whose land is located within other Villages in Horizon West that are in Transportation Impact Fee Zone 4 for an amount **no greater than** the County's then-applicable impact fee rate, so long as the Owner who desires to sell impact fee credits has previously satisfied all funding requirements that have previously accrued within Village F. Neither the Village Escrow Agent nor an Owner

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may offer impact fee credits for sale to property owners who intend to use such credits for development located outside of Horizon West.

Other than as set forth in this Paragraph 8, nothing herein shall prevent Owners from assigning Credits as provided for in Section 23.95(e) of the Orange County Code, as may be amended from time to time.

8.5 Payment of Impact Fees. Until such time as all of the Phase 2 Improvements have been completed and any and all Credits have been assigned, Owners shall not be allowed to pay impact fees directly to the County. Any building permit applicant in Village F must buy impact fee credits that are available from the Village Escrow Agent in the following order: (i) credits available from Owners in Village F; or (ii) credits available from Owners in the other Villages that have signed Road Network Agreements. The sale of impact fee credits shall occur in the order in which the Village Escrow Agent was notified that impact fee credits are available for sale.

Once all of the designated Improvements have been completed **and** all of the Village Impact Fee Credit sub-accounts have been depleted, the County shall begin collecting impact fees at the then-current rates for any additional development inside the Property.

8.6 Change In Law. In the event transportation impact fee collections are abolished in Orange County and are fully replaced with a transportation mobility fee or similar fee relating to the use of capacity on the County's road network, this Agreement shall remain in full force and effect, except that the name of the new fee shall automatically be substituted for the term "impact fees" throughout the text of this Agreement. The parties acknowledge that a mobility fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the mobility fee shall be used dollar for dollar in the same manner that impact fees are used under the terms of this Agreement. The County acknowledges that the provisions of this Agreement may vary from the mobility fee use and structure applicable to other property owners in the County. In the event the County continues to collect transportation impact fees for developments in Horizon West, but those impact fees are supplemented by additional fees that do not fully replace transportation impact fees, the parties to this Agreement shall meet to determine what modifications, if any, are needed to this Agreement to reflect the then current fee structure relating to the use of capacity on the County's road network. The parties shall then work cooperatively to make the appropriate revisions to this Agreement.

8.7 Alternative Impact Fee Study. The provisions in this Agreement shall supersede the impact fee credit provisions in Section 23-95 of the County Code. In consideration of the Credits, the Owners shall not be authorized to submit an alternative impact fee study pursuant to Section 23-93 of the County Code.

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9. **APF Requirements.** The Conveyed Lands (exclusive of any stormwater management area allocated solely for the benefit of the Project) shall serve as a credit toward meeting the Adequate Public Facilities (“**APF**”) requirement for the Project in accordance with Section 30-714 of the County Code.

10. **Design, Construction, and Funding of Improvements.**

10.1 **Design.** As a condition to being allocated Trips, Owners shall commence the Preliminary Design Study for the Phase I Improvements pursuant to consulting contracts and budgets reviewed and approved by the County. The Owners designate Poulos & Bennett, LLC as the project engineer for such preliminary design and engineering for the Phase I Improvements (the “**Project Engineer**”), subject to replacement by the Owners in their sole discretion. The County shall be expressly designated as a third party beneficiary to any agreement between the Owners and the Project Engineer pertaining to the Improvements, and the Project Engineer shall be required to timely respond to County comments throughout the design and engineering of the Improvements.

10.2 **Owner Construction Coordination.**

(a) Owner(s) desiring to commence construction of any Phase or Segment of the Improvements (each, a “Constructing Owner”) shall, prior to obtaining any permits to do so, provide a notice to the Village Escrow Agent designating the Phase or Segment(s) such Constructing Owner(s) plan(s) to construct (the “**Construction Notice**”) in the form attached hereto as **Exhibit “O”**. Village Escrow Agent shall thereafter provide a copy of the Construction Notice to all other Owners and the County, and any other Owner that desires to participate in the construction of such Phase or Segment shall provide the Village Escrow Agent with written notice of such desire no later than sixty (60) days after receipt of the Construction Notice. Constructing Owners shall be permitted to choose their own project engineer and contractors for final engineering and construction of individual Segment(s) subject to the terms of this Agreement, and in the event more than one Constructing Owner desires to construct a particular Phase or Segment, such Constructing Owners shall agree amongst themselves to the designation of a particular project engineer and contractors. In no event shall any Constructing Owner(s) be allowed to construct only a portion of a particular Segment.

(b) In the event more than one Owner desires to construct a particular Phase or Segment, such Owners shall allocate the cost of such Phase or Segment by separate agreement amongst themselves, and shall provide Village Escrow Agent with a copy of such agreement and any amendments thereto, along with commercially reasonable evidence of all payments made by such Owners pursuant to such agreements. Owners shall be allocated Trips and Credits based upon the payments made under such agreements, subject to the terms of this Agreement.

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(i) In the event that construction of a particular Phase generates more Trips than the Constructing Owner(s) need for their respective development plans ("**Excess Trips**"), such Constructing Owner(s) shall provide Village Escrow Agent with notice of such Excess Trips, along with all documentation evidencing the amounts expended by the Constructing Owner(s) on the particular Phase that generated the Excess Trips.

(ii) Village Escrow Agent shall provide notice of any Excess Trips to the Owners (the "**Excess Trips Notice**"), along with the amounts expended therefor, and shall maintain a ledger of such Excess Trips and costs. Any Owner that desires to purchase Excess Trips shall provide notice to Village Escrow Agent of such desire, along with the specific number of Excess Trips such Owner would like to purchase, no later than fifteen (15) days after the date of the Excess Trips Notice.

(iii) In the event multiple Owners desire to purchase Excess Trips, the Village Escrow Agent shall calculate each electing Owner's prorata share of Excess Trips based on the number of Excess Trips requested by all such Owners. Thereafter, Village Escrow Agent shall provide notice to all such Owners that includes the number of Excess Trips each Owner will be assigned upon receipt of payment to Village Escrow Agent for such Excess Trips, which payments must be received no later than fifteen (15) days after receipt of such notice (the "**Excess Trips Payment Deadline**"). In the event such an Owner does not remit payment by the Excess Trips Payment Deadline, the Excess Trips allocated to such Owner shall be offered to the other Owners that have elected to purchase the Excess Trips in their respective proportions based on the number of Excess Trips requested by all such Owners.

(iv) Within ten (10) days of receiving payment for Excess Trips, Village Escrow Agent shall remit such payment to the applicable Constructing Owner(s), update the Excess Trip ledger, and shall provide the Owners with an updated notice of the availability of Excess Trips.

10.3 Construction. Prior to construction of any Improvements, Constructing Owners shall (i) obtain all applicable permits and final County construction plan approval, and (ii) provide satisfactory payment and performance bonds in the amount of the Improvement construction contracts, together with a rider to such bonds identifying the County as a dual-obligee.

Upon completion of any Segment(s) of roadway construction, Constructing Owners shall deliver to the County a one year maintenance surety covering all Improvements constructed, such surety to be in form of a letter of credit or cash and reasonably acceptable to the County. From the date of completion of a phase of roadway Improvements until such time as such phase of Improvements are accepted for maintenance by the County, Constructing Owners shall be responsible for maintaining such phase of Improvements, at its expense, including landscaping, irrigation, and other improvements within the road right-of-way.

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10.4 Funding. The funding of all permitting, design, engineering, and construction costs relating to each Segment of the Improvements undertaken by Constructing Owners pursuant to this Agreement shall be the responsibility of the Constructing Owners provided, however, Constructing Owners shall receive Credits therefor pursuant to the terms of paragraph 8 of this Agreement.

10.5 County Review Process. Permitting, design, engineering, and construction of the Improvements will be reviewed and processed by the County as an "E" project in accordance with County Public Works Department policies and procedures.

10.6 Roadway Landscaping Maintenance. The parties acknowledge that any roadway constructed by Constructing Owners pursuant to this Agreement may include a substantial amount of landscaping, hardscaping, and irrigation. Constructing Owners of a particular Segment, or a successor property owners' association created by such Constructing Owners, shall maintain said roadway landscaping, hardscaping (excluding sidewalks within County right-of-way), and irrigation for the benefit of the Project. Accordingly, upon completion of construction of any County-required roadway hereunder, the parties shall enter into a right-of-way use agreement providing for the Constructing Owners or their successors or assigns to maintain all landscaping, hardscaping (excluding sidewalks within County right-of-way), and irrigation improvements constructed within said road rights-of-way. Any landscaping and irrigation installed by the Constructing Owners as required by the County to meet minimum Orange County Code landscaping standards for roadways shall be considered Improvements hereunder and the Constructing Owners shall receive Credits therefor, provided, such credits shall not exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per linear mile, all subject to the provisions of Section 8 of this Agreement.

10.7 Streetlighting. To the extent any road construction pursuant to this Agreement includes streetlighting, the parties shall cooperate in the formation of a County municipal service benefit unit for the Property to maintain the annual cost of such streetlighting. Any streetlighting installed by the Constructing Owners as required by the County to meet minimum Orange County Code streetlighting standards for roadways shall be considered Improvements hereunder and the Constructing Owners shall receive Credits therefor, based on the cost of County standard streetlight fixtures, and subject to the provisions of Section 8 of this Agreement.

10.8 Ficquette Fence. The Owners acknowledge and agree that the portion of Ficquette's property located within Village F and fronting Seidel Road is currently improved with a fence and security system (collectively, the "**Fence**") and that the property on which the Fence is currently located will be dedicated to Orange County as APF Land and used for the realignment of Seidel Road. In order to insure that the Fence is relocated in connection with the realignment of Seidel Road, the Owners acknowledge and agree that the Constructing Owner(s) constructing or causing the construction of the realignment of Seidel road shall, at its sole cost and expense,

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relocate or cause to be relocated the Fence on the Ficquette's remaining property, to substantially the same condition and specifications as currently exists and by a contractor reasonably acceptable to Ficquette and such Constructing Owner(s). The cost of the Fence relocation and replacement shall not be included in the cost of construction and shall not be eligible for impact fee credits.

11. **Insurance and Indemnification.** During the course of construction of any phase of the Improvements constructed hereunder, the following provisions shall apply:

11.1 **Insurance.** Owners or its contractor shall procure and maintain throughout the construction of the Improvements, insurance with limits and terms as specified below:

- Workers' compensation insurance with statutory workers' compensation limits and no less than \$100,000 limit for Employers' Liability with a waiver of subrogation in favor of the County, its consultants, agents, employees, and officials.
- Commercial general liability insurance for all operations including but not limited to contractual, products, and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
- Business automobile liability insurance for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence.

The Owners shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the County evidence of such insurance prior to commencement of construction. The County shall be listed as an additional insured on all insurance policies required herein, except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County. County shall be notified at least thirty (30) days prior to any material change, cancellation, non-renewal of any policy required herein.

11.2 **Indemnification.** The Owners shall cause their contractors to defend, indemnify, and hold harmless the County, its officials, and employees from and against all liabilities, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

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construction activities themselves) including the loss of use resulting therefrom, and,

- Is caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

Provided, however, if this Agreement or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provision contained herein shall survive the termination of this Agreement.

12. **Utilities.** This Agreement does not address utility requirements. Owners shall coordinate with the Orange County Utilities Director, or their designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, reclaimed water mains or lines, electrical lines, natural gas lines, and/or telecommunications lines. The County and Owners agree that any utilities to be installed shall be permitted to be installed in the right of way.

13. **Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, (ii) upon deposit of such notice with Federal Express, or another nationally recognized overnight carrier, 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, or (iii) 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.

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As to Village Escrow  
Agent:

Daniel T. O'Keefe, Esq.  
Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801  
Telephone: (407) 423-3200  
Facsimile: (407) 425-8316

As to Citbelt:

Citbelt Investments, Inc.  
P.O. Box 770429  
Winter Garden, FL 34777  
Attention: John D. Ficquette  
Facsimile: (407) 656-9386

With a copy to:

Ted B. Edwards, Esq.  
Foley & Lardner LLP  
111 North Orange Avenue  
Suite 1800  
Orlando, Florida 32801  
Telephone: (407) 423-7656  
Facsimile: (407) 648-1743  
Email: tedwards@foley.com

As to John Ficquette:

John D. Ficquette  
P.O. Box 770429  
Winter Garden, FL 34777  
Facsimile: (407) 656-9386

As to Lake Hancock:

Lake Hancock Investments, LLC  
14550-58<sup>th</sup> Street North  
Clearwater, FL 33760  
Attention: Mike Galvin  
Facsimile: (727) 539-8955  
Email: mike@galvincompany.com

As to Hickory:

Siedel Hickory, LLC  
c/o Karl Corporation  
Attn: Marcie Tinsley  
500 Australian Ave., Suite 710  
West Palm Beach, FL 33401  
Telephone: 561-689-3738  
Facsimile: 561-689-8380  
Email: Marcie@karlcorp.com



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- As to Tradition: Siedel Tradition, LLC  
c/o Karl Corporation  
Attn: Marcie Tinsley  
500 Australian Ave., Suite 710  
West Palm Beach, FL 33401  
Telephone: 561-689-3738  
Facsimile: 561-689-8380  
Email: [Marcie@karlcorp.com](mailto:Marcie@karlcorp.com)
- As to Lake Cypress: Lake Cypress Nursery, Inc.  
P.O. Box 770429  
Winter Garden, FL 34777  
Attention: John D. Ficquette  
Facsimile: 407-656-9386
- As to Magnolia: Magnolia Estates, LLC  
c/o Columnar Development, LLC  
6442 Commerce Park Drive  
Suite #2  
Fort Myers, Florida 33966  
Attn: Sean Froelich, Division Manager—Florida  
Phone: 407-832-4304  
Fax: 1-800-648-5082  
E-mail: [sfroelich@traylor.com](mailto:sfroelich@traylor.com)
- With a copy to: Akerman Senterfitt  
Attn: James H. McNeil, Jr., Esq.  
420 South Orange Avenue, Suite 1200  
Orlando, FL 32801  
Phone: 407-419-8543  
Telecopy: 407-254-4251  
E-mail: [jim.mcneil@akerman.com](mailto:jim.mcneil@akerman.com)
- As to Vineland Express: Vineland Express, LLC  
9101 Southern Breeze Drive  
Orlando, FL 32826  
Attn: Pradeep Patel, Manager  
Facsimile: 407-529-3045  
Email: [suresh@parksquarehomes.com](mailto:suresh@parksquarehomes.com)
- As to VF Horizon: VF Horizon Investments, LLC  
14550-58<sup>th</sup> Street North  
Clearwater, FL 33760  
Attention: Mike Galvin  
Facsimile: (727) 539-8955  
Email: [mike@galvincompany.com](mailto:mike@galvincompany.com)

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As to Windy Lake: Windy Lake Grove  
P.O. Box 770429  
Winter Garden, FL 34777  
Attention: John D. Ficquette  
Facsimile: 407-656-9386

As to Walt Disney: Walt Disney World Co. & Walt Disney Travel Co., Inc.  
700 Celebration Avenue, 2<sup>nd</sup> Floor  
Celebration, FL 34747  
Attention: Henry Thrash

As to Compass: Compass Rose Corporation  
700 Celebration Avenue, 2<sup>nd</sup> Floor  
Celebration, FL 34747  
Attention: Henry Thrash

As to Disney Travel: Walt Disney Travel Co., Inc.  
700 Celebration Avenue, 2<sup>nd</sup> Floor  
Celebration, FL 34747  
Attention: Henry Thrash

With copy to: Walt Disney World Resort  
P.O. Box 10000  
Lake Buena Vista, Florida 32830  
Attention: Joyce M. Bowers, Principal Counsel

As to Meritage: Meritage Homes of Florida, Inc.  
5337 Millenia Lakes Boulevard, Suite 160  
Orlando, Florida 32839  
Attention: Division President  
Facsimile: (407) 712-8645

With copy to: Meritage Homes of Florida, Inc.  
17851 N 85<sup>th</sup> Street, Suite 300  
Scottsdale, Arizona 85255  
Attn: Mel Faraoni  
Facsimile: (480) 375-2915

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As to Seidel East: Seidel East, LLC  
Cole Whitney Clayton  
Clay Clayton  
617 N. Wymore Road  
Winter Park, FL 32789  
Facsimile: 407-622-1842  
AND  
Charles W. Clayton III  
Elizabeth Hope Roll  
2250 Lee Road, Suite 120  
Winter Park, Florida 32789  
Email: [cclaytonii@aol.com](mailto:cclaytonii@aol.com)  
Email: [billroll1@aol.com](mailto:billroll1@aol.com)

As to SSP I: SSP I, LLC  
P.O. Box 2501  
Orlando, FL 32802  
Attn: Joe Tramell / Chip Webb  
Facsimile: (407) 420-4793  
Email: [joe.tramell@tramellwebb.com](mailto:joe.tramell@tramellwebb.com)  
Email: [chip.webb@tramellwebb.com](mailto:chip.webb@tramellwebb.com)

As to Seidel Road: Seidel Road improvements, LLC  
14550-58<sup>th</sup> Street North  
Clearwater, FL 33760  
Attention: Mike Galvin  
Facsimile: (727) 539-8955  
Email: [mike@galvincompany.com](mailto:mike@galvincompany.com)

As to County: Orange County Administrator  
P.O. Box 1393  
201 S. Rosalind Ave  
Orlando, FL 32802-1393

With a copy to: Orange County Community Environmental and  
Development Services  
Manager, Transportation Planning Division  
Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205

14. **Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of each Owner and any person, firm, corporation, or other entity that may become the successor in interest to the

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Property or any Parcel. Notwithstanding the foregoing, however, the authority to instruct County to make deductions from Owners' transportation impact fee account shall remain with Owners unless expressly assigned in writing to another by Owners.

15. **Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Owners' expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date. The cost of such recordation shall be split by the Owners pursuant to separate agreement.

16. **Assignment.** Any Owner may assign its rights and obligations under this Agreement, in whole or in part, to any third party in conjunction with the conveyance of such Owner's Property or a portion thereof to such third party without the written consent of any other Owner or the County (but with Notice to the Village Escrow Agent). In connection with any such assignment, such Owner and third party shall, at their own cost and expense, record an instrument in the public records assigning such Owner's rights and obligations and designating the portion of such Owner's Property being conveyed.

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

18. **Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

19. **Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

20. **Relationship of Owners and County.** Owners and County hereby acknowledge and agree that, notwithstanding any expressions or provisions contained herein or in any other document (if any), it is not their intention to create or establish between or among themselves any kind of entity (including, among others, a partnership or joint venture) or any particular legal relationship (i.e., other than as parties to a commercial contract), including, without limitation, any fiduciary, franchise, brokerage, investment contract or security, business opportunity, employment or agency relationship, whether for the purposes of this Agreement or for any other purpose whatsoever. Accordingly, and without limiting the generality of the foregoing, nothing in this Agreement or in any other document is intended or shall be deemed or construed to (i) create or establish any duties, obligations or liabilities regarding any Owner or the County other than those expressly set forth herein, or (ii) prevent or limit or restrict in any way (except as limited by applicable law or the express terms of this Agreement) any Owner from (1) acting or dealing in its own business or personal self-interest in its sole and absolute discretion, even if such course of action or dealing

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competes or conflicts with the business or personal interests of any other Owner or Owners, or (2) entering into separate, undisclosed arrangements or contracts with any other Owner(s) regarding the subject matter of this Agreement or for any other lawful purpose

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

21.1 **Limitations on County's remedies.** Upon any failure by Owners to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (a) action for specific performance or injunction; or
- (b) the right to set off, against the 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
- (c) the withholding of development permits and other approvals or permits in connection with the defaulting party's development and/or the Property; or
- (d) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands or any other portion of the Property as County may lawfully elect.

21.2 **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:

- (a) action for specific performance or writ of mandamus; or
- (b) action for injunction; or
- (c) action for declaratory judgment regarding the rights and obligations of Owners; or
- (d) any combination of the foregoing.

21.3 **Remedies Among Owners.** Any Owner shall have all remedies available at law or in equity to enforce any obligation of another Owner under this Agreement.

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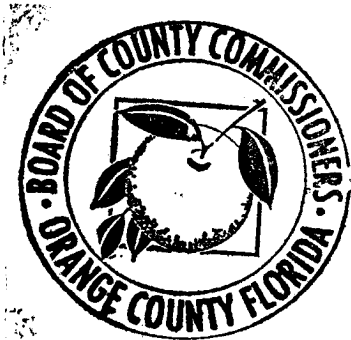
21.4 **Attorneys' Fees.** In any action in which the County is a party, all parties expressly agree that each party shall bear the cost of its own attorney fees and paralegal fees for any action, including mediation and appeals, arising out of or in connection with this Agreement. In any action solely between or among Owners, the Owners expressly agree that the prevailing party or parties shall be entitled to an award of attorneys' fees and costs from the non-prevailing party or parties, for any action, including mediation and appeals, arising out of or in connection with this Agreement.

21.5 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.

22. **Counterparts.** This Agreement may be executed in the number of counterparts as there are parties hereto plus one, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs,  
Orange County Mayor  
Date: 6.18.13

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

By: *Martha O. Haynie*  
Deputy Clerk

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Witnesses:

"CITBELT"

CITBELT INVESTMENTS, INC., a Florida corporation

[Signature]  
Print Name: BEVERLY KINGEN

[Signature]  
Print Name: ANN NAYER

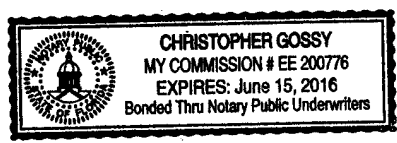
By: [Signature]  
Print Name: RICHARD ADRIENNE  
Title: PRESIDENT

Date: 4/22/13

STATE OF FLORIDA  
COUNTY OF DOLY

The foregoing instrument was acknowledged before me by Richard Fiquette, as PRESIDENT of CITBELT INVESTMENTS, INC., a Florida corporation, on behalf of the corporation, and who is known by me to be the person described herein and who executed the foregoing, this 22 day of APRIL, 2013. He/she is personally known to me or has produced FDL as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of APRIL, 2013.



[Signature]  
Notary Public  
Print Name: CHRISTOPHER GOSSY  
My Commission Expires: 6/15/16

[SIGNATURES CONTINUE ON FOLLOWING PAGES]



Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

[Signature]  
Print Name: Ted B. Edwards

"FICQUETTE"

[Signature]  
JOHN D. FICQUETTE

[Signature]  
Print Name: DIANA ROMAN

Date: 4/24/2013

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by JOHN D. FICQUETTE, and who is known by me to be the person described herein and who executed the foregoing, this 24<sup>th</sup> day of APRIL, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did ~~not~~ take an oath.

24<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of APRIL, 2013.

Notary Public: [Signature]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Print Name: Diana I. Roman



Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

“LAKE HANCOCK”

LAKE HANCOCK INVESTMENTS, LLC,  
a Florida limited liability company

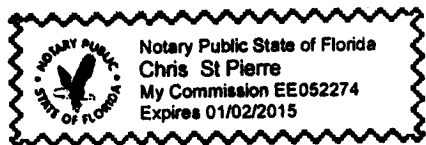
Mark A Maxwell  
Print Name: Mark A Maxwell  
Michael D. Lawrence  
Print Name: Michael D. Lawrence

By: Mike Galvin  
Print Name: MIKE GALVIN  
Title: MANAGING MEMBER  
Date: June 3, 2013

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by Mike Galvin, as Managing Member of LAKE HANCOCK INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 3<sup>rd</sup> day of June, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

3<sup>rd</sup> WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of June, 2013.



Chris St Pierre  
Notary Public  
Print Name: Chris St Pierre  
My Commission Expires: 1/2/15

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

**"HICKORY"**

**SIEDEL HICKORY, LLC**, a Florida limited liability company

MA  
Print Name: Madeline Foster

By: Herbert F. Kahlert  
Print Name: Herbert F. Kahlert  
Title: Manager

M.T.  
Print Name: Marcie Tinsley

Date: 05/13/13

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Herbert F. Kahlert as Manager of SIEDEL HICKORY, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 13 day of May, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

13<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this 13 day of May, 2013.



M.T.  
Notary Public  
Print Name: Marcie Tinsley  
My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

**"TRADITION"**

**SIEDEL TRADITION, LLC**, a Florida limited liability company

[Signature]  
Print Name: Madeline Ester  
[Signature]  
Print Name: Marcie Tinsley

By: [Signature]  
Print Name: Herbert F. Kohlert  
Title: Manager  
Date: 05/13/13

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Herbert F. Kohlert, as Manager of SIEDEL TRADITION, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 13 day of May, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

13<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of May, 2013.



[Signature]  
Notary Public  
Print Name: Marcie Tinsley  
My Commission Expires: \_\_\_\_\_



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

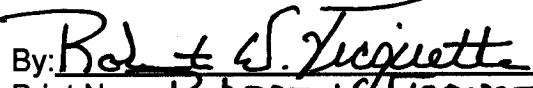
Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

“LAKE CYPRESS”

LAKE CYPRESS NURSERY, INC., a Florida corporation

  
Print Name: TED B. EDWARDS  
  
Print Name: DIANA ROMAN

By:   
Print Name: ROBERT W. FIQUETTE  
Title: PRES.  
Date: APRIL 24 2013

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Robert W. Fiquette ~~as~~ President of LAKE CYPRESS NURSERY, INC., a Florida corporation, on behalf of the corporation, and who is known by me to be the person described herein and who executed the foregoing, this 24<sup>th</sup> day of APRIL, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did did not take an oath.

24<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of APRIL, 2013.



  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

**"MAGNOLIA ESTATES"**

**MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company

By: Columnar Holdings, LLC, an Indiana limited liability company, its Manager

By: [Signature]  
Print Name: Daniel A. Traylor  
Title: PRESIDENT

Date: 4/2/13

[Signature]  
Print Name: Robert P. Askey  
[Signature]  
Print Name: Robert Brooks

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by DANIEL A. TRAYLOR, as PRESIDENT of Columnar Holdings, LLC, an Indiana limited liability company, the Manager of MAGNOLIA ESTATES, LLC, authorized to do business in the state of Florida as MAGNOLIA PANTHER, LLC, an Indiana limited liability company, on behalf of the company and corporation, and who is known by me to be the person described herein and who executed the foregoing, this 2<sup>nd</sup> day of April, 2013. He/she is personally known to me or has produced TX Drivers License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2<sup>nd</sup> day of Apr, 2013.



[Signature]  
Notary Public  
Print Name: Hee Jin Park  
My Commission Expires: 09-07-2014

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

“VINELAND EXPRESS”

VINELAND EXPRESS, LLC, a Florida limited liability company

[Signature]  
Print Name: Linda Kepler

By: [Signature]  
Print Name: Vishal Gupta  
Title: Manager

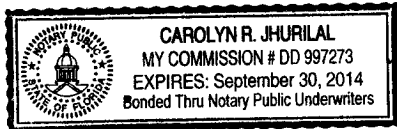
[Signature]  
Print Name: CAROLYN JHURILAL

Date: May 17, 2013

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Vishal Gupta, as Manager of VINELAND EXPRESS, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 17 day of May, 2013. 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 17 day of May, 2013.



[Signature]  
Notary Public  
Print Name: CAROLYN R. JHURILAL  
My Commission Expires: 9.30.14

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

“VF HORIZON INVESTMENTS, LLC”

VF HORIZON INVESTMENTS, LLC, a  
Florida limited liability company

[Signature]  
Print Name: MIKE GEAROLI

By: [Signature]  
Print Name: MIKE GALVIN  
Title: MANAGING MEMBER

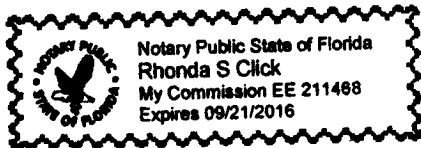
[Signature]  
Print Name: Michael D Lauran

Date: 3-26-13

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by MIKE GALVIN, as MANAGING MEMBER of VF HORIZON INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 26<sup>th</sup> day of MARCH, 2013. He/she is personally known to me or has produced PERSONALLY KNOWN as identification and did/did not take an oath.

26<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of MARCH, 2013.



[Signature]  
Notary Public  
Print Name: RHONDA S. CLICK  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGES]



Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

“WINDY LAKE”

WINDY LAKE GROVE, a Florida general partnership

[Signature]  
Print Name: TED B. EDWARDS  
[Signature]  
Print Name: DIANA ROMAN

By: [Signature]  
Print Name: ROBERT W. FICQUETTE  
Title: GENERAL PARTNER  
Date: APRIL 24 2013

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Robert W. Ficquette as General Partner of WINDY LAKE GROVE, a Florida general partnership, on behalf of the partnership, and who is known by me to be the person described herein and who executed the foregoing, this 24<sup>th</sup> day of APRIL, 2013. He/she 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 24<sup>th</sup> day of APRIL, 2013.



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

"WALT DISNEY"

WALT DISNEY PARKS AND RESORTS U.S.,  
INC., a Florida corporation

Maria A. Meher  
Print Name: Maria A. Meher

By: [Signature]  
Print Name: Lee Schmudde  
Title: Vice President

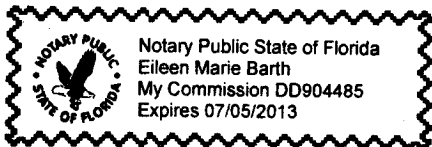
Jeanette Manest  
Print Name: Jeanette Manest

Date: April 30, 2013

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Lee Schmudde, as Vice President of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the corporation, and who is known by me to be the person described herein and who executed the foregoing, this 30<sup>th</sup> day of April, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

30<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of April, 2013.



Eileen Marie Barth  
Notary Public  
Print Name: Eileen Marie BARTH  
My Commission Expires: 7/5/13

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

**"COMPASS"**

COMPASS ROSE CORPORATION, a Florida corporation

Maria A. Maher  
Print Name: Maria A. Maher

Jeannette Manest  
Print Name: Jeannette Manest

By: [Signature]

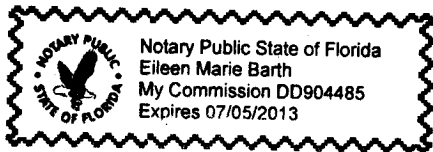
Print Name: Lee Schmutde  
Title: Vice President

Date: April 30, 2013

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Lee Schmutde, as Vice President of COMPASS ROSE CORPORATION, a Florida corporation, on behalf of the corporation, and who is known by me to be the person described herein and who executed the foregoing, this 30<sup>th</sup> day of April, 2013. (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 30<sup>th</sup> day of April, 2013.



Eileen Marie Barth  
Notary Public  
Print Name: Eileen Marie BARTH  
My Commission Expires: 7/5/13

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

"DISNEY TRAVEL"

WALT DISNEY TRAVEL CO., INC., a Florida corporation

Maria A. Maher  
Print Name: Maria A. Maher

Carolyn Kinsler  
Print Name: CAROLYN KINSLER

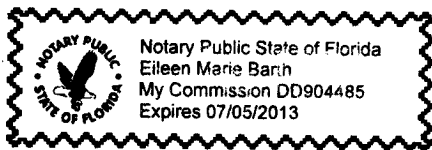
By: [Signature]  
Print Name: Lee G. Schmutte  
Title: Vice-President

Date: 5-8-13

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Lee Schmutte as Vice President of WALT DISNEY TRAVEL CO., INC., a Florida corporation, on behalf of the corporation, and who is known by me to be the person described herein and who executed the foregoing, this 8<sup>th</sup> day of May, 2013. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

8<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of May, 2013.



Eileen Marie Barth  
Notary Public  
Print Name: Eileen Marie BARTH  
My Commission Expires: 7/5/2013


[SIGNATURES CONTINUE ON FOLLOWING PAGES]


Road Network Agreement  
Horizon West, Village F - 2013

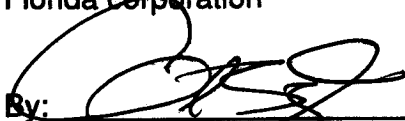
Witnesses:

**"MERITAGE"**

**MERITAGE HOMES OF FLORIDA, INC.**, a  
Florida corporation

  
\_\_\_\_\_  
Print Name: Susan Ellis

  
\_\_\_\_\_  
Print Name: Susan Ellis

By: 

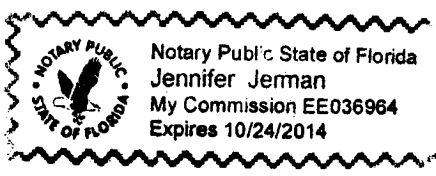
Print Name: CLINT SZUBINSKI  
Title: DIVISION PRESIDENT


Date: 5/13/13

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by CLINT SZUBINSKI, as DIVISION PRESIDENT of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation, and who is known by me to be the person described herein and who executed the foregoing, this 13 day of MAY, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of MAY, 2013.



  
\_\_\_\_\_  
Notary Public  
Print Name: JENNIFER JERMAN  
My Commission Expires: 10/24/14

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

"SEIDEL EAST"

SEIDEL EAST, LLC, a Florida limited liability company

Paul Pistulka  
Print Name: PAUL PISTULKA

By: [Signature]  
Print Name: Charles W. Clayton III  
Title: Member

[Signature]  
Print Name: Deborah Lyons

Date: 5/3/13

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Charles W. Clayton III as Member of SEIDEL EAST, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 3 day of May, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of May, 2013.

[Signature]  
Notary Public  
Print Name: MELANIE M GIRARDI  
My Commission # EE210891  
EXPIRES September 21, 2016  
FloridaNotaryService.com


[SIGNATURES CONTINUE ON FOLLOWING PAGES]

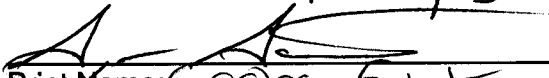
Road Network Agreement  
Horizon West, Village F - 2013


Witnesses:

**"SEIDEL EAST"**

SEIDEL EAST, LLC, a Florida limited liability company

  
Print Name: Heather Lyons

  
Print Name: George F. ...

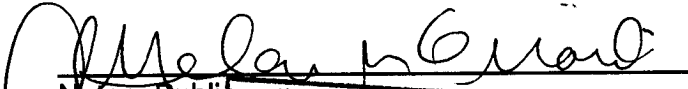
By:   
Print Name: Clay Watkins  
Title: Member

Date: 5/6/13

STATE OF FLORIDA  
COUNTY OF OrANGE

The foregoing instrument was acknowledged before me by Clay Watkins as Member of SEIDEL EAST, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 6 day of May, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

6 WITNESS my hand and official seal in the County and State last aforesaid this day of May, 2013.

  
Notary Public  
Print Name: MELANIE M GIRARDI  
My Commission Expires: SEPTEMBER 21, 2016  
MY COMMISSION # EE210891  
(407) 398-0153 FloridaNotaryService.com

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

"SEIDEL EAST"

SEIDEL EAST, LLC, a Florida limited liability company

Paul Pistulka  
Print Name: PAUL PISTULKA

Heather Lyons  
Print Name: Heather Lyons

By: Coleen Clayton  
Print Name: COLEEN CLAYTON  
Title: MEMBER

Date: 05/03/2013

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Cole Clayton, as Member of SEIDEL EAST, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 3 day of May, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of May, 2013.

Melanie M Girardi

Notary Public  
Print Name: MELANIE M GIRARDI  
My Commission # EE210001  
Expires: September 21, 2016  
(407) 399-0153  
FloridaNotaryService.com

[SIGNATURES CONTINUE ON FOLLOWING PAGE(S)]



Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

**"SEIDEL EAST"**

**SEIDEL EAST, LLC**, a Florida limited liability company

*[Signature]*  
Print Name: WILLIAM C ROLL  
*[Signature]*  
Print Name: PAUL PISTOLICA

By: *[Signature]*  
Print Name: Hope C Roll  
Title: Managing Member  
Date: 5-3-13

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by Hope C Roll, as MC member of SEIDEL EAST, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 3 day of May, 2013. He/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 3 day of May, 2013.

*[Signature]*

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

"SEIDEL ROAD"

SEIDEL ROAD INVESTMENTS, LLC, a Florida  
limited liability company

[Signature]  
Print Name: MIKE GIARDI

By: [Signature]  
Print Name: MIKE GALVIN  
Title: MANAGING MEMBER

[Signature]  
Print Name: Michael Diavona

Date: 3-26-13

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by MIKE GALVIN, as MANAGING MEMBER of SEIDEL ROAD INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 26<sup>th</sup> day of MARCH, 2013. He/she is personally known to me or has produced PERSONALLY KNOWN as identification and did/did not take an oath.

26<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of MARCH, 2013.



[Signature]  
Notary Public  
Print Name: RHONDA S. CLICK  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement  
Horizon West, Village F - 2013

Witnesses:

"SSP I"

SSP I, LLC, a Florida limited liability  
company

Joe B. Trammell  
Print Name: JOE B TRAMMELL

Carol L. Concannon  
Print Name: Carol L. Concannon

By: [Signature]  
Print Name: JOHN L WEBB

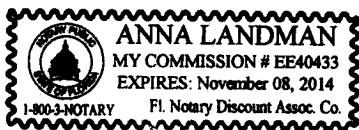
Title: MANAGING MEMBER

Date: 5/15/13

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by John L. Webb, as managing member of SSP I, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 15<sup>th</sup> day of May, 2013. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of May, 2013.



Anna Landman  
Notary Public  
Print Name: Anna Landman  
My Commission Expires: 11/8/14

**Exhibit "A"**  
**Project Location Map**

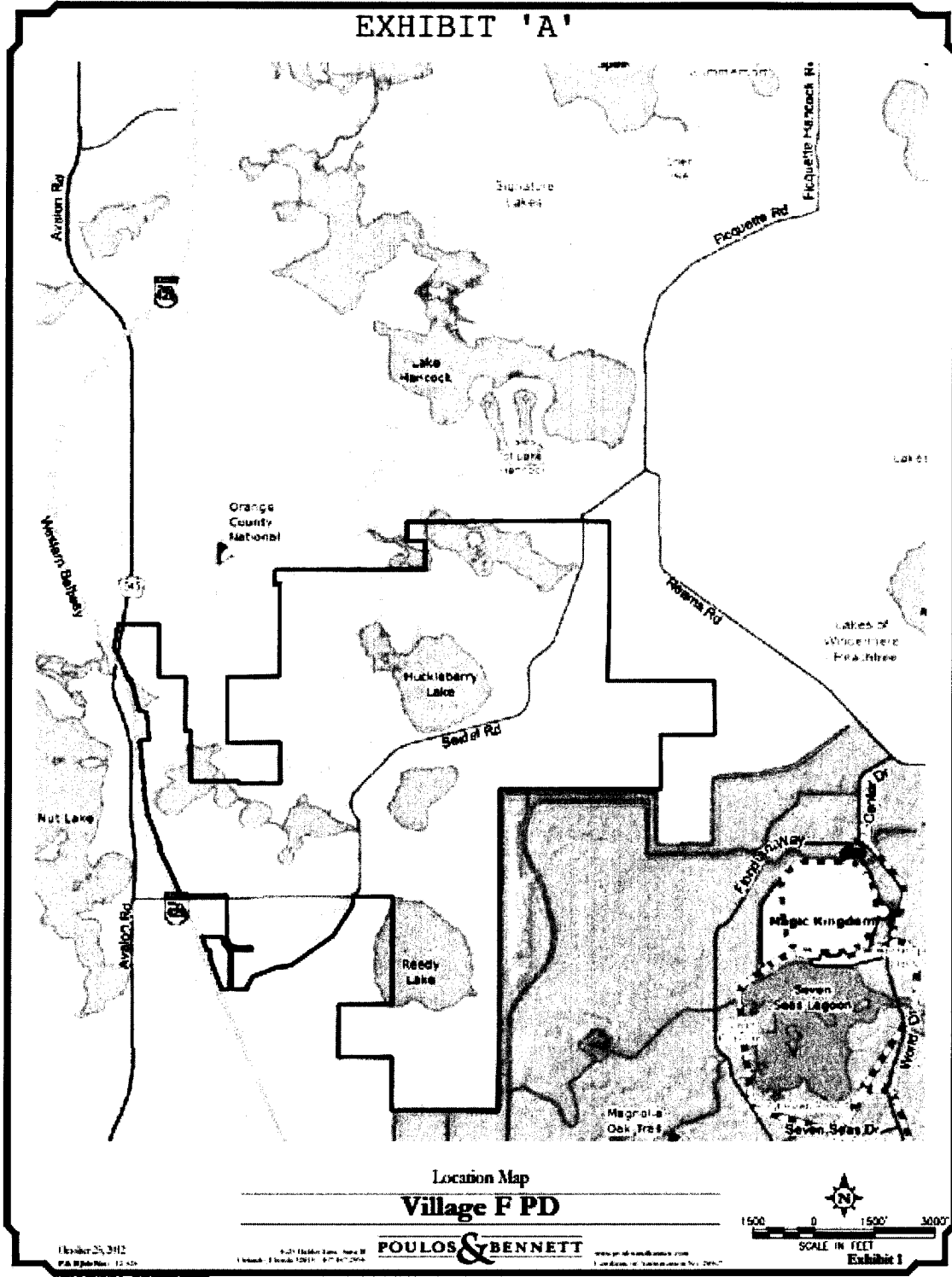


Exhibit B  
Page 1 of 53

**LEGAL DESCRIPTION**

Citbelt  
Page 1 of 3

OWNER: CITBELT INVESTMENTS INC.

Parcel 4 ( per Official Records Book 4024, Page 2491 ):

East half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 33, Township 23 South, Range 27 East; and the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 23 south, Range 27 East;

LESS and EXCEPT: Begin at the Southeast corner of Section 33, Township 23 South, Range 27 East, run thence North 00 degrees 07' 38" East along the Section line 60', thence South 89 degrees 53' 49" West, parallel with the South line of said section, 113.36' thence North 00 degrees 33' 17" East 299.32 feet, thence South 89 degrees 33' 38" West 360.00 feet, thence South 17 degrees 10' 38" East 373.55 feet, to the south line of said Section 33, thence North 89 degrees 53' 49" East 360.00 feet to the point of beginning. All lying and being situate in Orange County, Florida.

LESS and EXCEPT : Commence at the Southeast corner of Section 33, Township 23 South, Range 27 East, Orange County, Florida ; thence run North 00°07'38" East along the East line of said Section 33, a distance of 60.00 feet to the POINT OF BEGINNING; thence South 89°53'49" West, parallel with South line of said Section 33, a distance of 113.36 feet; thence North 00°33'17" East, a distance of 97.64 feet; thence North 85°08'00" East, a distance of 113.06 feet to a point on the East line of aforesaid Section 33, thence South 00°07'38" West along said East line of Section 33, a distance of 107.02 feet to the POINT OF BEGINNING

ALSO DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in the East 1/2 of the Southeast 1/4 of Section 33, Township 23 South, Range 27 East, Orange County, Florida, more particularly described as follows;

Commence at the Southeast corner of said Section 33; thence South 89°44'32" West along the South line of the Southeast 1/4 of said Section 33, a distance of 360.00 feet to the POINT OF BEGINNING; thence continue along said south line, South 89°44'32" West a distance of 968.05 feet to the west line of the East 1/2 of said SE 1/4 of Section 33; thence along said west line, North 00°04'06" East a distance of 2640.07 feet to the North line of the SE 1/4 of said Section 33; thence along said north line, North 89°49'13" East a distance of 1323.46 feet to the Northeast corner of said SE 1/4 of Section 33; thence North 89°38'45" East along the north line of the SW 1/4 of Section 34 a distance of 666.77 feet to the east line of the West 1/2 of the NW 1/4 of the SW 1/4 of said Section 34; thence South 00°04'07" West along said east line a distance of 1319.96 feet to the south line of the NW 1/4 of the SW 1/4 of said Section 34; thence South 89°43'01" West along said south line a distance of 664.48 feet to the east line of the SE 1/4 of aforesaid Section 33; thence South 00°01'51" East along said east line a distance of 1152.11 feet; thence departing said East line, South 85°02'24" West a distance of 112.86 feet; thence North 00°24'04" East a distance of 201.51 feet; thence South 89°24'25" West, a distance of 360.00 feet; thence South 17°18'08" East, a distance of 373.55 feet to the POINT OF BEGINNING

Containing 97.57 acres, more or less.

SHEET 1 OF 3

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 4 - Citbelt.dwg Model



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* ( 407 ) 654-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00°01'51" EAST, ASSUMED.

JOB NO. 28096  
 DATE: 03/19/2009  
 SCALE: 1"=500'  
 FIELD BY: N/A

CALCULATED BY: RJT  
 DRAWN BY: MER  
 CHECKED BY: EGT

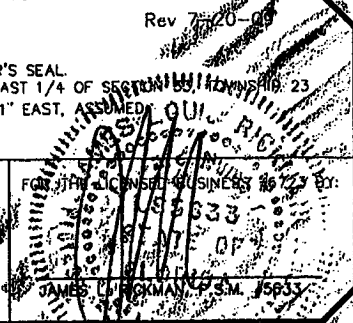
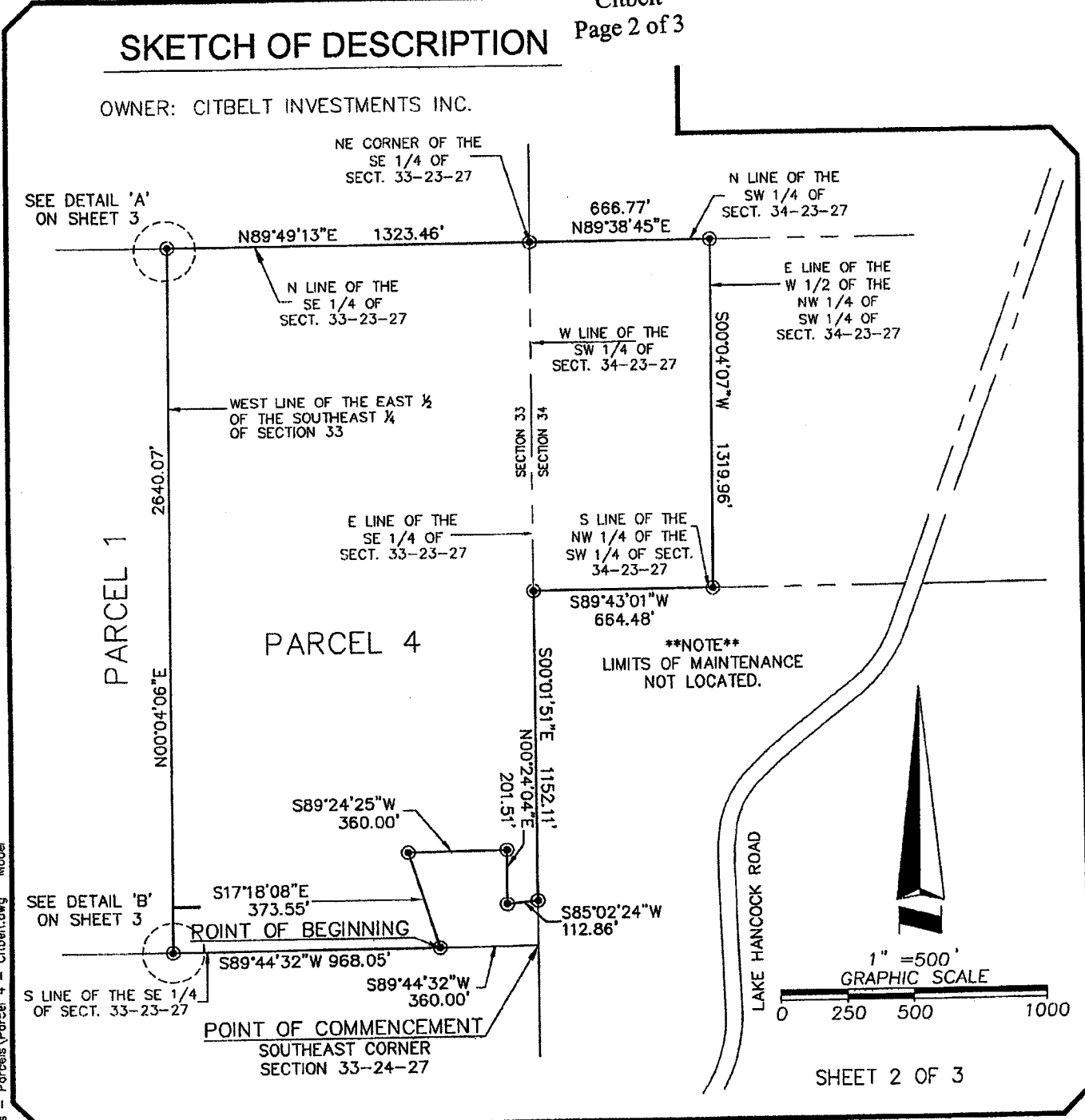


Exhibit B  
Page 2 of 53

Citbelt  
Page 2 of 3

**SKETCH OF DESCRIPTION**

OWNER: CITBELT INVESTMENTS INC.



SHEET 2 OF 3

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 4 - Citbelt.dwg Model



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

LEGEND

Rev 7-20-09

JOB NO. 28096  
DATE: 03/19/2009  
SCALE: 1" = 500'  
DRAWN BY: N/A

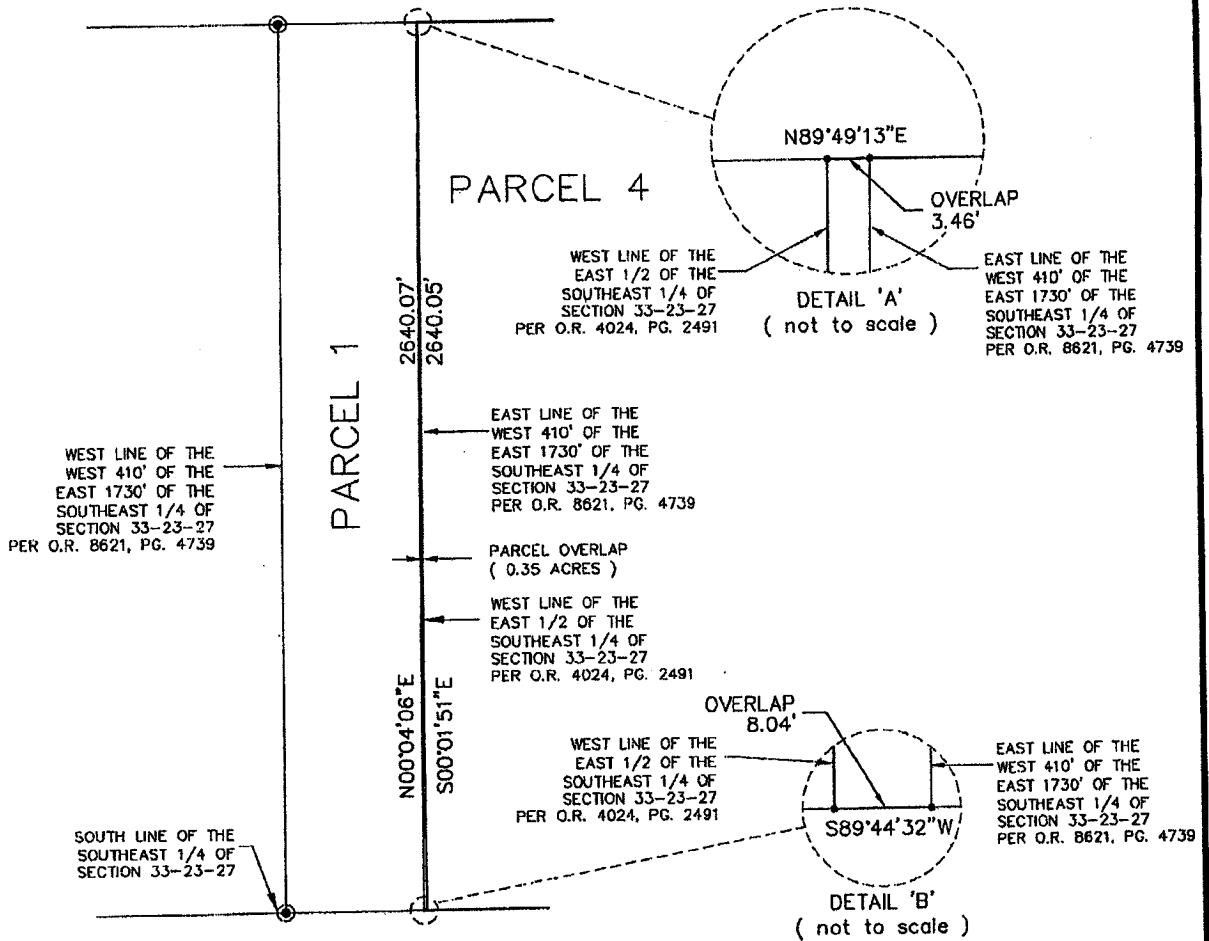
Exhibit B  
Page 3 of 53

SKETCH OF DESCRIPTION Citbelt  
Page 3 of 3

OWNER: CITBELT INVESTMENTS INC.



DETAIL OF OVERLAP



SHEET 3 OF 3



16 East Plant Street  
Water Garden, Florida 34787 \* ( 407 ) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
  - R/W DENOTES RIGHT-OF-WAY
  - ⊕ DENOTES CENTERLINE
  - P.C. DENOTES POINT OF CURVATURE
  - P.T. DENOTES POINT OF TANGENCY
  - P.R.C. DENOTES POINT OF REVERSE CURVATURE
  - P.C.C. DENOTES POINT OF COMPOUND CURVATURE
- Rev 7-20-09

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 500 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 4 of 53

SKETCH OF DESCRIPTION

SHEET 1 OF 3

John D. Ficquette  
Page 1 of 3

PARCEL 6 ( Tax ID # 33-23-27-0000-00-007 ):  
OWNER: FICQUETTE JOHN D.

LEGAL DESCRIPTION ( per Official Records Book 5844, Page 1510 ):

Begin at the SE corner of Section 33, Township 23 South, Range 27 East, Orange County, Florida; run thence N00°07'38"E along the Section line 60.00 feet; thence S89°53'49"W parallel with the South line of said Section, 113.36 feet; thence N00°33'17"E 299.92 feet; thence S89°33'38"W 360.00 feet; thence S17°10'38"E 373.55 feet to the South line of said Section 33; thence N89°53'49"E 360.00 feet to the Point of Beginning.

AND ( per Official Records Book 5844, Page 1525 ): That part of the South 60.00 feet of the Southwest 1/4 of the Southwest 1/4, lying West of Lake Hancock Road in Section 34, Township 23 South, Range 27 East, Orange County, Florida.

AND ( per Official Records Book 5993, Page 1742 ): Commence at the Southeast corner of Section 33, Township 23 South, Range 27 East, Orange County, Florida; thence run North 00°07'38" East along the East line of said Section 33, a distance of 60.00 feet to the POINT OF BEGINNING; thence South 89°53'49" West, parallel with South line of said Section 33, a distance of 113.36 feet; thence North 00°33'17" East, a distance of 97.64 feet; thence North 85°08'00" East, a distance of 113.06 feet to a point on the East line of aforesaid Section 33; thence South 00°07'38" West along said East line of Section 33, a distance of 107.02 feet to the POINT OF BEGINNING.

AND ( per Official Records Book 5993, Page 1736 ): Commence at the Southwest corner of Section 34, Township 23 South, Range 27 East, Orange County, Florida; thence run North 00°07'38" East along the West line of said Section 34, a distance of 60.00 feet to the POINT OF BEGINNING; thence continue North 00°07'38" East along said West line, a distance of 107.02 feet; thence North 85°08'00" East, a distance of 674.17 feet to a point on the West right-of-way line of Lake Hancock Road; thence South 01°51'21" East along said West right-of-way, a distance of 162.90 feet; thence leaving said west right-of-way, run South 89°52'54" West, parallel with South line of said Section 34, a distance of 677.25 feet to the POINT OF BEGINNING.

Continued on Sheet 2 of 3



16 East Plant Street  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, BEING AN ASSUMED BEARING OF S89°47'18"W.

JOB NO. 28096  
DATE: 3-18-09  
SCALE: 1" = 200 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

FOR

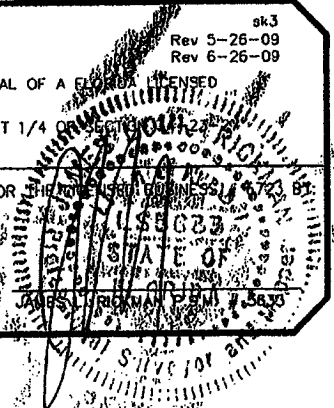




Exhibit B  
Page 5 of 53

John D. Ficquette  
Page 2 of 3

SKETCH OF DESCRIPTION

PARCEL 6 ( Tax ID # 33-23-27-0000-00-007 )  
OWNER: FICQUETTE JOHN D.

SHEET 2 OF 3

Continued from Sheet 1 of 3

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in the Southeast 1/4 of Section 33 and in the Southwest 1/4 of Section 34, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Southeast corner said Southeast 1/4 of aforesaid Section 33; thence run South 89°44'32" West along the South line of said Southeast 1/4 for a distance of 360.00 feet; thence departing said South line run North 17°18'08" West for a distance of 373.55 feet; thence run North 89°24'25" East for a distance of 360.00 feet; thence run South 00°24'04" West for a distance of 201.51 feet; thence run North 85°02'24" East for a distance of 787.03 feet; thence run South 01°59'25" East for a distance of 162.89 feet to a point on the North line of the South 60.00 feet of the Southwest 1/4 of aforesaid Southwest 1/4 of Section 34; thence run North 89°47'18" East for a distance of 20.23 feet; to a point on the Westerly edge of road of Lake Hancock Road, being the presumed right-of-way of Lake Hancock Road per Florida Statute 95.361; thence run South 02°04'01" East along said Westerly edge of road for a distance of 60.03 feet to a point on the South line of the Southwest 1/4 of aforesaid Section 34; thence departing said assumed Westerly right-of-way line run South 89°47'18" West along said South line for a distance of 699.61 feet to aforesaid POINT OF BEGINNING.

Contains 5.97 acres more or less.



Professional Surveyors & Mappers

16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊙ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk3  
Rev 5-26-09  
Rev 8-26-09

JOB NO. 28096  
DATE: 3-18-09  
SCALE: 1" = 200 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

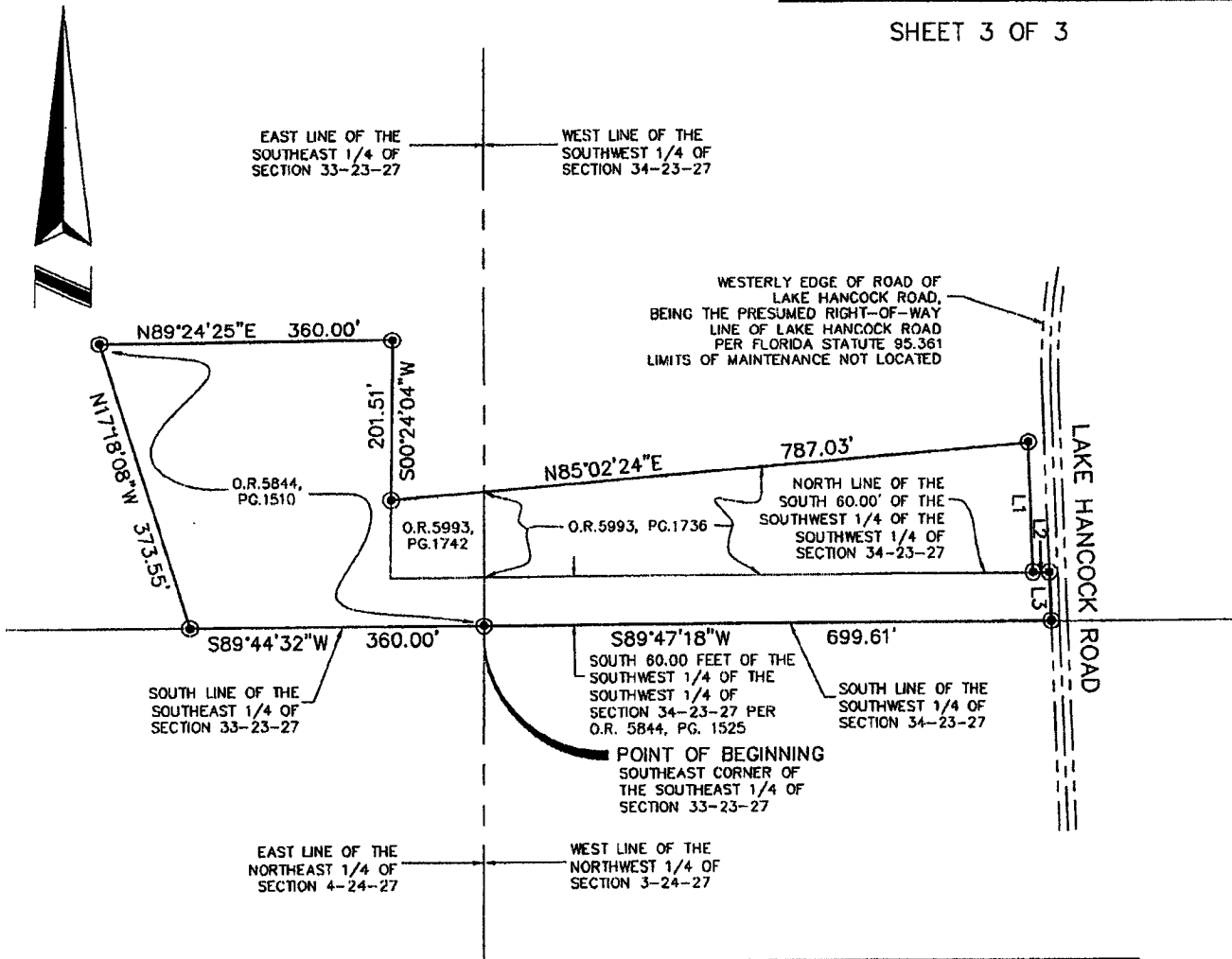
Exhibit B  
Page 6 of 53

John D. Ficquette  
Page 3 of 3

SKETCH OF DESCRIPTION

PARCEL 6 ( Tax ID # 33-23-27-0000-00-007 )  
OWNER: FICQUETTE JOHN D.

SHEET 3 OF 3



LINE TABLE		
LINE	LENGTH	BEARING
L1	162.89	S01°59'25\"E
L2	20.23	N89°47'18\"E
L3	60.03	S02°04'01\"E

**ALLEN COMPANY**  
Professional Surveyors & Mappers

16 East Plant Street  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊔ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk3  
Rev 5-26-09  
Rev 6-26-09

JOB NO. 28096	CALCULATED BY: RT
DATE: 3-18-09	DRAWN BY: PJR
SCALE: 1" = 200 FEET	CHECKED BY: EGT
FIELD BY: N/A	

**LEGAL DESCRIPTION**

OWNER: LAKE HANCOCK INVESTMENTS, LLC

Parcel 2 ( per Official Records Book 8655, Page 3462 ):

That part of the South 1/2 of the Northwest 1/4 and the East 3/4 of the North 1/2 of the Southwest 1/4 lying East of County Road, Section 34, Township 23 South, Range 27 East, Orange County, Florida.

The above described parcel is also being described as:

A parcel of land located in the W 1/2 of Section 34, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 of said Section 34; thence S0°06'09"W, along the East line of the W 1/2 of said Section 34, a distance of 1327.73 feet to the Northeast corner of the S 1/2 of the NW 1/4 of said Section 34 and the Point of Beginning;

Thence continuing along the East line of the W 1/2 of said Section 34, S00°06'09"W, a distance of 2652.22 feet to the Southeast corner of the N 1/2 of the SW 1/4 of said Section 34; Thence leaving the East line of the W 1/2 of said Section 34, S89°29'16"W, along the South line of the N 1/2 of the SW 1/4 of said Section 34, a distance of 1213.25 feet to a point on the Easterly right of way line of Lake Hancock Road (60 foot right of way); Thence leaving the South line of the N 1/2 of the SW 1/4 of said Section 34, N19°55'00"E, along the Easterly right of way line of said Lake Hancock Road, a distance of 1812.53 feet to a point; thence continue along the Easterly right of way line of said Lake Hancock Road, Northeastly along the arc of a curve to the left (said curve having a radius of 585.00 feet, a central angle of 20°12'23" and a chord bearing and distance of N9°48'48"E, 205.24 feet) for an arc distance of 206.31 feet to a point; thence continue along the Easterly right of way line of said Lake Hancock Road, N0°17'23"W, a distance of 750.32 feet to a point on the North line of the S 1/2 of the NW 1/4 of said Section 34, thence leaving the Easterly right of way line of said Lake Hancock Road, N89°21'25"E, along the North line of the S 1/2 of the NW 1/4 of said Section 34, a distance of 569.35 feet to the Point of Beginning.

ALSO DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in the South 1/2 of the Northwest 1/4 and the East 3/4 of the North 1/2 of the Southwest 1/4 of Section 34, Township 23 South, Range 27 East, Orange County, Florida; being more particularly described as follows; Commencing at the Northeast corner of the NW 1/4 of said Section 34, run South 00°21'59" West along the East line of the Northwest 1/4 of Section 34, a distance of 1330.05 feet to the Northeast corner of the South 1/2 of the NW 1/4 of said Section 34 for the POINT OF BEGINNING; thence continue South 00°21'59" West along the East line of the NW 1/4 for a distance of 2652.55 feet to the Southeast corner of the North 1/2 of the SW 1/4 of said Section 34; thence South 89°43'01" West along the south line of the N 1/2 of the SW 1/4 of said Section 34, a distance of 1215.17 feet to a point on the easterly right of way line of Lake Hancock Road according to, and described in Official Records Book 8655, Page 3462 of Orange County, Florida being a "60.00 foot right-of-way"; thence North 20°10'42" East along said easterly right of way line a distance of 1818.15 feet to the point of curvature of a curve concave to the west, having a radius of 585.00 feet, a central angle of 20°11'14" and a chord of 205.05 feet that bears North 10°05'05" East; thence northerly along the arc of said curve a distance of 206.12 feet to the point of tangency; thence continuing along said easterly right of way line, North 00°00'32" West a distance of 747.70 feet to the north line of the South 1/2 of the NW 1/4 of said Section 34; thence North 89°34'31" East along said north line a distance of 569.88 feet to the POINT OF BEGINNING.

Containing 47.86 acres more or less

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 2 - Hortas.dwg Model



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 864-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING S00°21'59" W.

Revised 03/19/2009 RJT

JOB NO. 28096  
DATE: 03/19/2009  
SCALE: 1"=500'  
FIELD BY: N/A

CALCULATED BY: RJT  
DRAWN BY: MER  
CHECKED BY: RJT

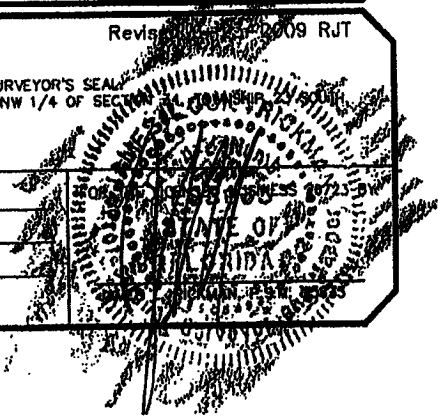


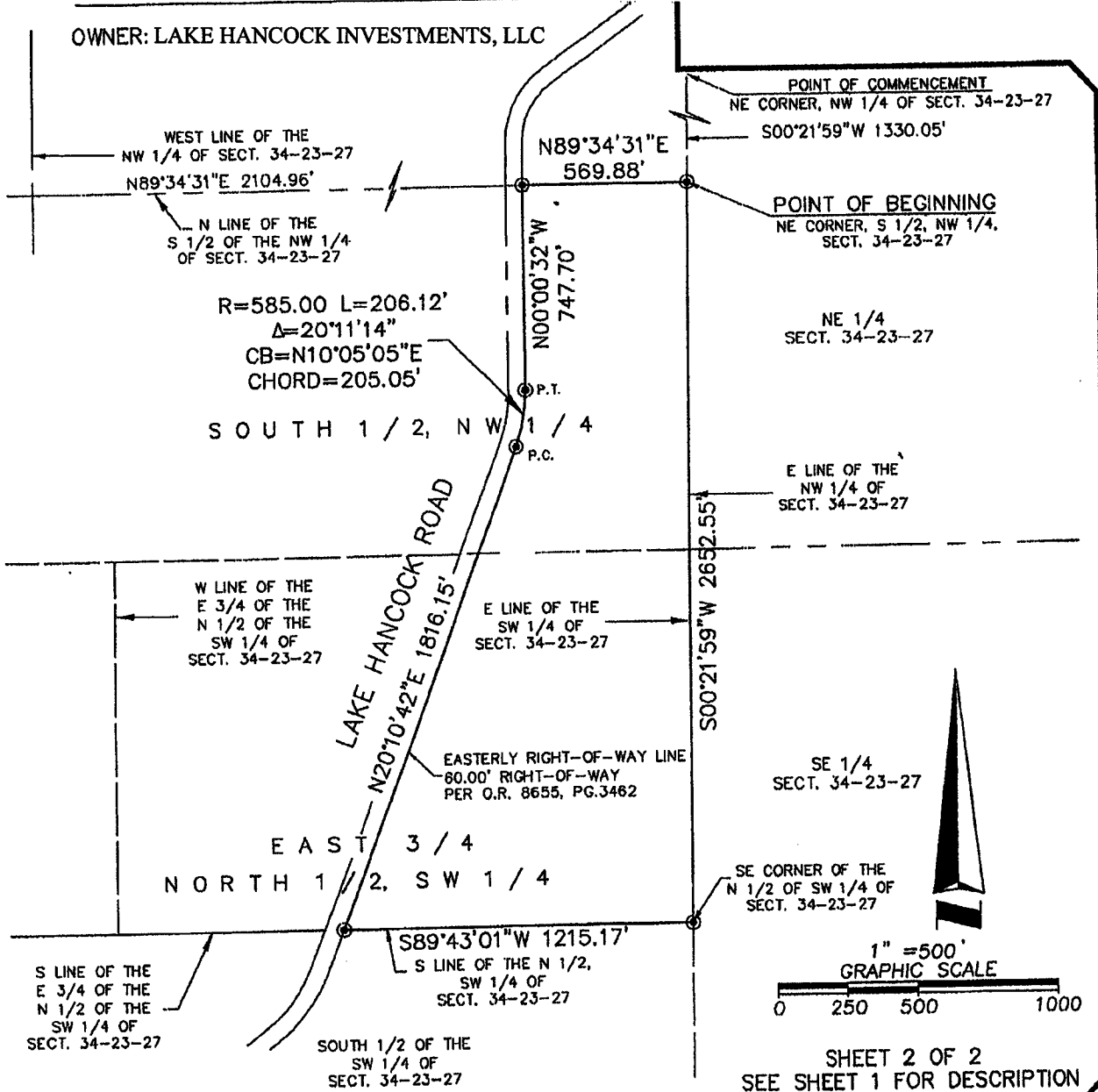
Exhibit B  
Page 8 of 53

Lake Hancock

Page 2 of 2

**SKETCH OF DESCRIPTION**

OWNER: LAKE HANCOCK INVESTMENTS, LLC



SHEET 2 OF 2  
SEE SHEET 1 FOR DESCRIPTION

Revised 6-23-2009 RJT

**LEGEND**

P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY

JOB NO. 28096  
DATE: 03/19/2009  
SCALE: 1" = 500'  
DRAWN BY: N/A



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • (407) 894-3355

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 2 - Harlog.dwg Model

Exhibit B  
Page 9 of 53

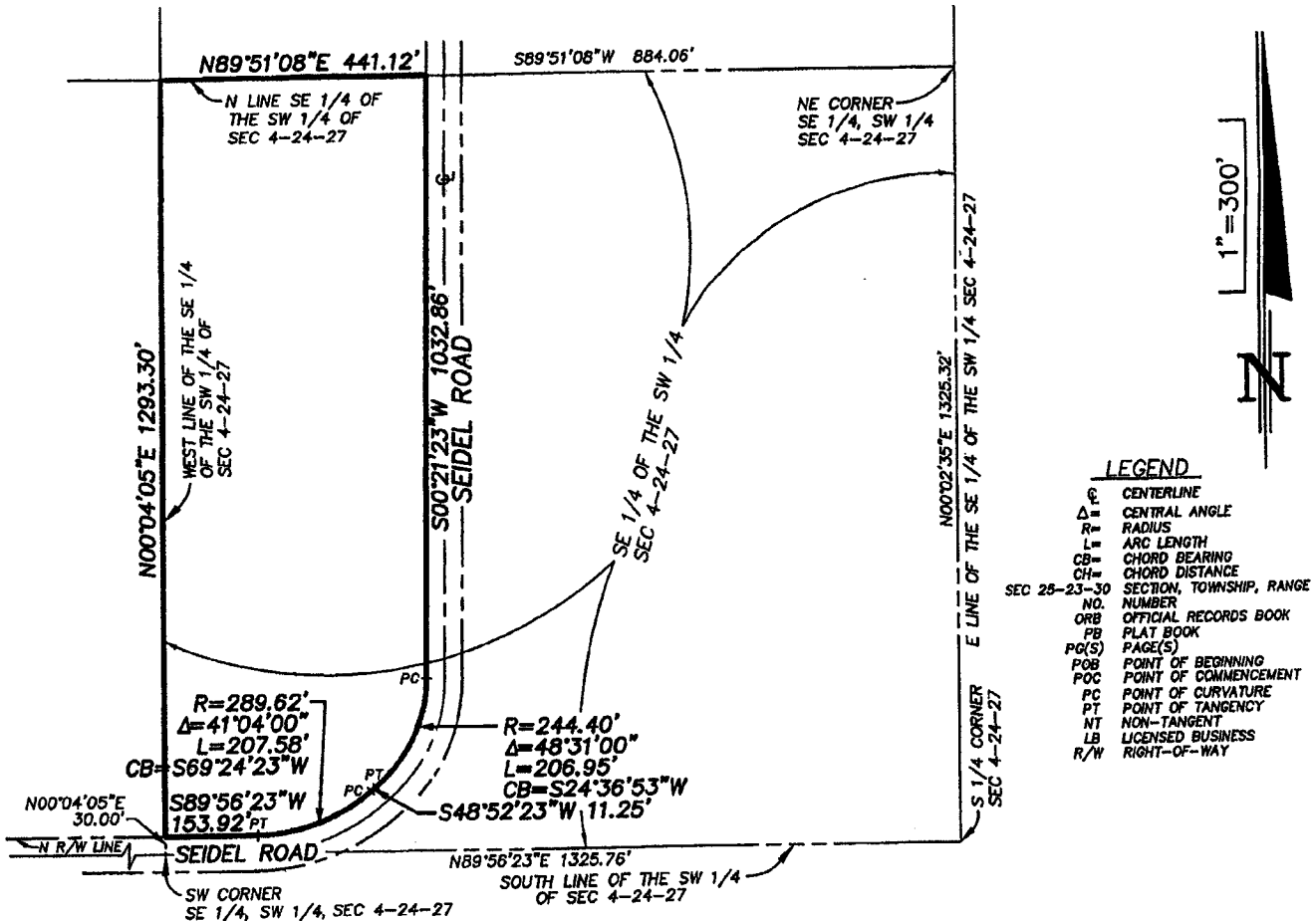
Siedel Hickory / Tradition  
Page 1 of 1

SKETCH OF DESCRIPTION

DESCRIPTION: (FURNISHED BY CLIENT)

That part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 24 South, Range 27 East, Orange County, Florida, lying West of Siedel Road.

Containing 12.637 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



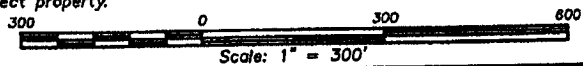
**LEGEND**

CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
SEC 25-23-30	SECTION, TOWNSHIP, RANGE
NO.	NUMBER
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PBS	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
LB	LICENSED BUSINESS
R/W	RIGHT-OF-WAY



SURVEYOR'S NOTES:

- This is not a survey.
- Bearings based on the South line of the Southwest 1/4 of Section 4, Township 24 South, Range 27 East, Orange County, Florida, being N89°56'23\"E, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon is from information shown on County Tax Assessor Maps. The undersigned surveyor and Donald W. McIntosh Associates, Inc. neither attempted nor were required to do a title search regarding such information. Users of this survey are placed on notice that reliance on such information is at their own peril, in this regard.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.



I hereby certify that this sketch, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.

*Keith Ruddick* 7-16-09

KEITH RUDDICK  
Florida Registered Surveyor and Mapper  
Certificate No. 2617

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

**DONALD W. McINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR: **KARL CORPORATION**  
APF AGREEMENT - SEIDEL ROAD PROPERTY LOCATED IN SW 1/4, SEC 4-24-27, ORANGE COUNTY, FLORIDA

REVISIONS:  
07/16/09 - CORRECTED S 1/4 CORNER LABEL;

DRAWN BY: <u>PT</u>	CHECKED BY: <u>KR</u>	JOB NO. (ref. 26144) <u>24139</u>	SCALE <u>1"=300'</u>	SHEET <u>1</u> OF <u>1</u>	DWG NO. <u>CS#09-151</u>
DATE: <u>03/06/09</u>	DATE: <u>03/06/09</u>				

Exhibit B  
Page 10 of 53

SKETCH OF DESCRIPTION

Lake Cypress  
Page 1 of 4

SHEET 1 OF 4

Parcels 9 and 10, OWNER: LAKE CYPRESS NURSERY INC.  
( Tax ID # 04-24-27-0000-000-16 and 04-24-27-0000-000-17 ).

PARCEL 9 - LEGAL DESCRIPTION ( per Official Records Book 3924, Page 1174 ):

COMMENCE at the West 1/4 corner of Section 4, Township 24 South, Range 27 East, Orange County, Florida; thence run North 89°37'54" East along the North line of the Southwest 1/4 of said Section 4 a distance of 1597.27 feet; thence South 00°03'44" East, parallel to the East line of said Southwest ( Southeast per description ) 1/4 a distance of 382.84 feet to a point on the centerline of Seidel Road for a POINT OF BEGINNING; thence from a tangent bearing of South 10°26'49" East run Southerly along said centerline through a curve concave Easterly, having a radius of 600.00 feet and a central angle of 27°53'48" for an arc distance of 292.13 feet to a point of reverse curve; thence continue Southerly through a curve concave Westerly having a radius of 370.35 feet and a central angle of 36°55'12" for an arc distance of 238.64 feet to the point of tangency of the curve; thence South 01°25'27" East along said centerline 98.45 feet; thence South 87°42'32" East 272.21 feet; South 69°41'50" East 196.50 feet; South 75°11'57" East 97.75 feet; thence North 45°58'03" East 199.74 feet; thence North 06°57'21" West 149.69 feet; thence North 64°47'15" West 936.64 feet to the Easterly right of way line of said Seidel Road; thence North 89°57'08" West 30.54 feet to the POINT OF BEGINNING; LESS the Westerly 30.00 feet thereof for Road right of way.

PARCEL 10 - LEGAL DESCRIPTION ( per Official Records Book 5358, Page 3230 ):

COMMENCE at the West 1/4 corner of Section 4, Township 24 South, Range 27 East, Orange County, Florida; thence run North 89°37'54" East along the North line of the Southwest 1/4 of said Section 4 a distance of 1597.27 feet; thence South 00°03'44" East, parallel to the East line of said Southwest 1/4 a distance of 382.84 feet to a point on the centerline of Seidel Road; thence from a tangent bearing of South 10°26'49" East run Southerly along said centerline through a curve concave Easterly, having a radius of 600.00 feet and a central angle of 27°53'48" for an arc distance of 292.13 feet to a point of reverse curve; thence continue Southerly through a curve concave Westerly having a radius of 370.35 feet and a central angle of 36°55'12" for an arc distance of 238.64 feet to the point of tangency of the curve; thence South 01°25'27" East along said centerline 98.45 feet; thence along the top of a ditch bank for the following courses: South 87°42'32" East 272.21 feet; South 69°41'50" East 196.50 feet; South 75°11'57" East 97.75 feet to the POINT OF BEGINNING; thence North 45°58'03" East leaving said top of ditch bank 199.74 feet; thence North 06°57'21" West 149.69 feet; thence South 86°51'52" East 139.47 feet; thence South 35°53'15" East 65.53 feet; thence South 01°49'31" West 255.90 feet; thence South 13°27'57" West 38.81 feet; thence South 70°32'56" West 15.61 feet; thence North 75°07'52" West, 280.61 feet to the POINT OF BEGINNING.

CONTINUED ON SHEET 2 OF 4



16 East Plant Street  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4-24-27 BEING AN ASSUMED BEARING OF N89°45'44"E.

sk6  
Rev 5-26-09  
Rev 6-30-09

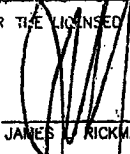
JOB NO. 28096	CALCULATED BY: RT	FOR THE LICENSED BUSINESS # 6723 BY:
DATE: 3-17-09	DRAWN BY: PJR	 JAMES J. RICKMAN P.S.M. # 5833
SCALE: 1" = 300 FEET	CHECKED BY: EGT	
FIELD BY: N/A		

Exhibit B  
Page 11 of 53

SKETCH OF DESCRIPTION

Lake Cypress  
Page 2 of 4

SHEET 2 OF 4

CONTINUED FROM SHEET 1 OF 4

Parcels 9 and 10, OWNER: LAKE CYPRESS NURSERY INC.  
( Tax ID # 04-24-27-0000-000-16 and 04-24-27-0000-000-17 ).

PARCELS 9 AND 10 TOGETHER ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in Section 4, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the West 1/4 corner of aforesaid Section 4; thence run North 89°45'44" East along the North line of the Southwest 1/4 of said Section 4 a distance of 1567.21 feet to a point on a line parallel with the East line of said Southwest 1/4; thence departing said North line run South 00°02'30" West along said parallel line for a distance of 382.84 feet; thence run South 89°46'51" East for a distance of 30.55 feet to a point on the Easterly line of the Westerly 30.00' of a parcel of land described in Official Records Book 3924, Page 1174 of the Public Records of Orange County, Florida, also being the POINT OF BEGINNING; thence departing said Easterly line run South 64°36'58" East for a distance of 936.63 feet; thence run South 86°41'35" East for a distance of 139.47 feet; thence run South 35°42'58" East for a distance of 65.63 feet; thence run South 01°59'48" West for a distance of 255.90 feet; thence run South 13°38'14" West for a distance of 38.81 feet; thence run South 70°43'13" West for a distance of 15.61 feet; thence run North 74°56'52" West for a distance of 280.71 feet; thence run North 75°01'40" West for a distance of 97.75 feet; thence run North 69°31'33" West for a distance of 196.50 feet; thence run North 87°32'15" West for a distance of 242.16 feet to a point on the aforesaid Easterly line; thence run the following three courses along said Easterly line, North 01°15'56" West for a distance of 101.37 feet to a point of curvature of a curve concave Southwesterly and having a radius of 400.35 feet, a chord bearing of North 19°43'32" West and a chord length of 253.54 feet; thence run Northwesterly along said curve through a central angle of 36°55'12" for an arc distance of 257.98 feet to a point of reverse curvature of a curve concave Northeasterly and having a radius of 570.00 feet, a chord bearing of North 24°33'53" West and a chord length of 268.46 feet; thence run Northwesterly along said curve through a central angle of 27°14'30" for an arc distance of 271.01 feet to aforesaid POINT OF BEGINNING.

Contains 7.90 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 • ( 407 ) 854 5355

THIS IS NOT A SURVEY:

- © DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- Ⓢ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk6  
Rev 5-26-09  
Rev 6-30-09

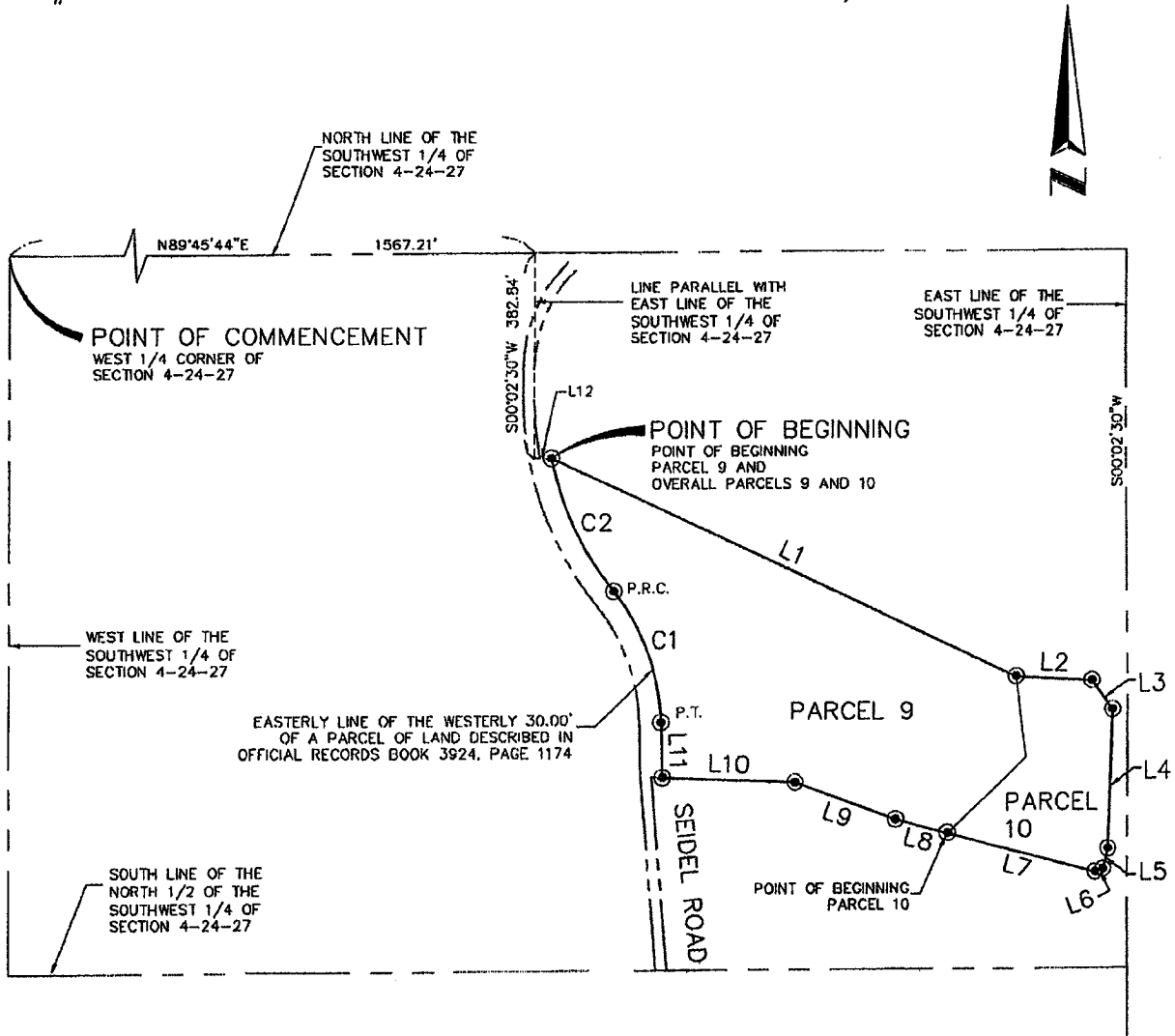
JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 12 of 53

SKETCH OF DESCRIPTION Lake Cypress  
SHEET 3 OF 4 Page 3 of 4

Parcels 9 and 10, OWNER: LAKE CYPRESS NURSERY INC.  
( Tax ID # 04-24-27-0000-000-16 and 04-24-27-0000-000-17 ).



16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654-5356

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk6  
Rev 5-26-09  
Rev 6-30-09

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT



Exhibit B  
Page 13 of 53

SKETCH OF DESCRIPTION

Lake Cypress  
Page 4 of 4

SHEET 4 OF 4

Parcels 9 and 10, OWNER: LAKE CYPRESS NURSERY INC.  
( Tax ID # 04-24-27-0000-000-16 and 04-24-27-0000-000-17 ).

LINE TABLE		
LINE	LENGTH	BEARING
L1	936.63'	S64°36'58"E
L2	139.47'	S86°41'35"E
L3	65.63'	S35°42'58"E
L4	255.90'	S01°59'48"W
L5	38.81'	S13°38'14"W
L6	15.61'	S70°43'13"W
L7	280.71'	N74°56'52"W
L8	97.75'	N75°01'40"W
L9	196.50'	N69°31'33"W
L10	242.16'	N87°32'15"W
L11	101.37'	N01°15'56"W
L12	30.55'	S89°46'51"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	400.35'	257.98'	253.54'	N19°43'32"W	36°55'12"
C2	570.00'	271.01'	268.46'	N24°33'53"W	27°14'30"



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THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
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- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk6  
Rev 5-26-09  
Rev 6-30-09

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 14 of 53

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

Magnolia Estates  
Page 1 of 8

PARCEL 7 ( Tax ID # 05-24-27-0000-00-001 )

OWNER: PANTHER VIEW LIMITED PARTNERSHIP

LEGAL DESCRIPTION ( per Official Records Book 5276, Page 1504 ):

The Northeast 1/4 of the Northeast 1/4, less the West 60 feet of Section 5, Township 24 South, Range 27 East, Orange County, Florida.

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Northeast corner said Northeast 1/4 of aforesaid Section 5; thence run South 00°06'06" West along the East line of said Northeast 1/4 for a distance of 1324.91 feet to the Southeast corner of the Northeast 1/4 of said Northeast 1/4; thence departing said East line run South 89°33'58" West along the South line of said Northeast 1/4 of the Northeast 1/4 for a distance of 1265.26 feet to a point on a line parallel to and 60.00 feet East of the West line of said Northeast 1/4 of the Northeast 1/4; thence run North 00°05'57" East along said parallel line for a distance of 1321.45 feet to a point on the North line of said Northeast 1/4 of said Northeast 1/4; thence departing said parallel line run North 89°24'35" East along said North line for a distance of 1265.35 feet to aforesaid POINT OF BEGINNING.

Containing 38.43 acres more or less.

### SURVEYOR'S NOTES:

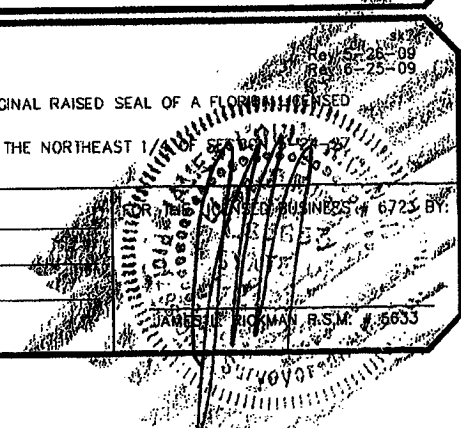
THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 BEING AN ASSUMED BEARING OF S00°06'06"W.

JOB NO.:	28096
DATE:	3-10-09
SCALE:	1" = 300 FEET
FIELD BY:	N/A

CALCULATED BY:	RT
DRAWN BY:	PJR
CHECKED BY:	ECT



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 ( 407 ) 654 5355

Exhibit B  
Page 15 of 53

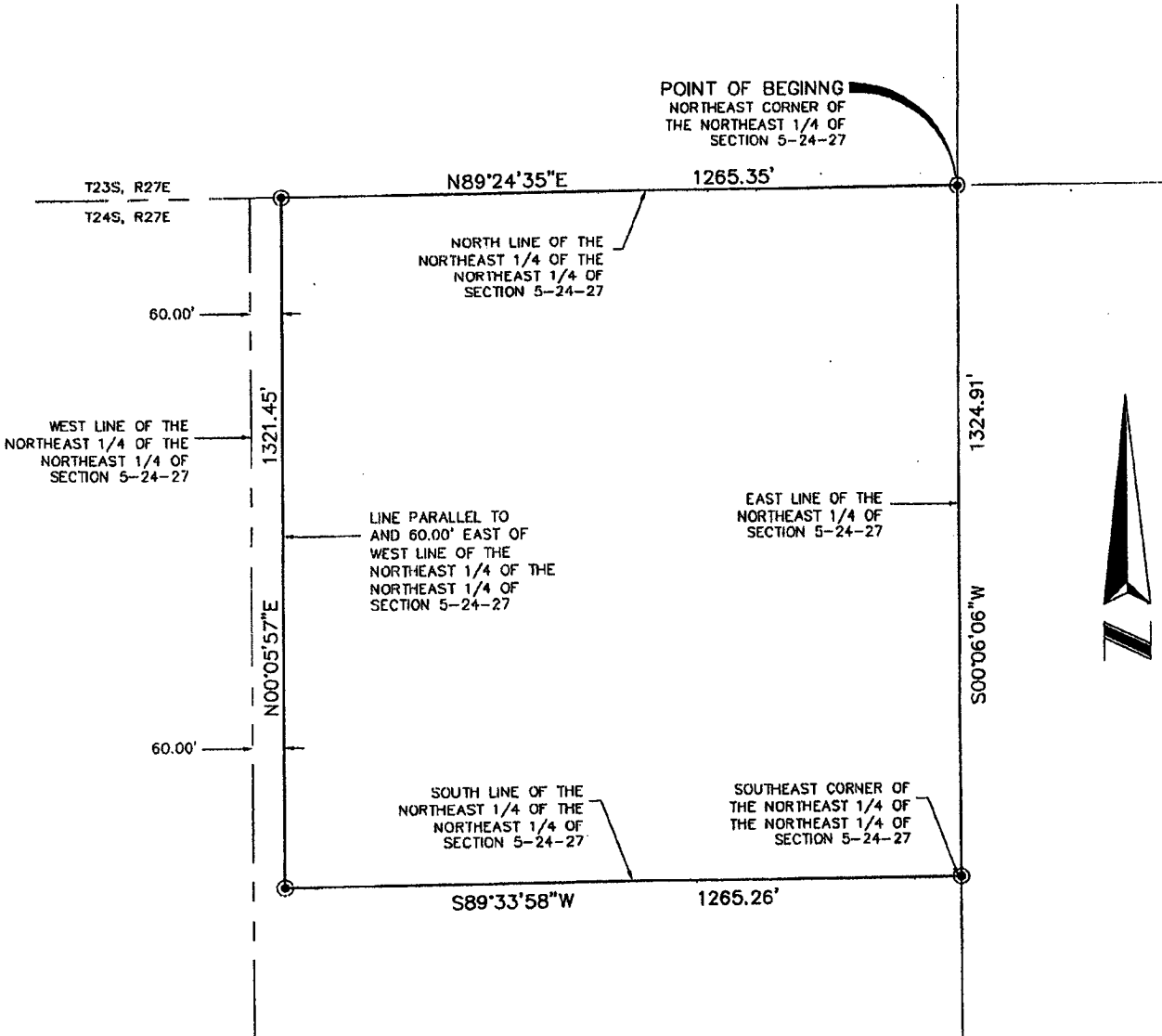
Magnolia Estates  
Page 2 of 8

SKETCH OF DESCRIPTION

SHEET 2 OF 2

PARCEL 7 ( Tax ID # 05-24-27-0000-00-001 )

OWNER: PANTHER VIEW LIMITED PARTNERSHIP



THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk2  
Rev 5-26-09  
Rev 6-25-08 RJT



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • (407) 654 5365

JOB NO. 28096  
DATE: 3-10-09  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 16 of 53

Magnolia Estates  
Page 3 of 8

The following property lying and being in Orange County, Florida:

Begin at the South  $\frac{1}{4}$  corner of Section 33, Township 23 South, Range 27 East; run thence South  $89^{\circ}26'38''$  West 2646.65 feet to the Southwest corner of said Section 33; thence North 2648.94 feet to the West  $\frac{1}{4}$  corner of said Section 33; thence North  $89^{\circ}35'26''$  East along the  $\frac{1}{4}$  Section line 3541.95 feet; thence South  $0^{\circ}10'$  East 2641.19 feet to the South line of the Southeast  $\frac{1}{4}$  of said Section 33; thence South  $89^{\circ}31'52''$  West 903.03 feet to the Point of Beginning, LESS the West 30 feet thereof.

LESS AND EXCEPT THE APF PARCELS AND THE RELEASED PARCEL DESCRIBED ON THE FOLLOWING FIVE PAGES AS PARCEL A, PARCEL B, PARCEL C, PARCEL D AND PARCEL A-1.

Exhibit B  
Page 17 of 53

Magnolia Estates  
Page 4 of 8

LESS AND EXCEPT PARCELS:

Parcel A:

A parcel of land lying In Section 33, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of aforesaid Section 33; thence run South 89°49'13" West along the North line of said Southeast 1/4 for a distance of 1748.45 feet to a point on the East line of a parcel of land described In Official Records Book 8167, Page 2155 of the Public Records of Orange County, Florida; thence departing said North line run South 00°04'09" West along said East line for a distance of 131.82 feet to the POINT OF BEGINNING; thence continuing along said East line run South 00°04'09" West for a distance of 830.97 feet; thence departing said East line run North 90°00'00" West for a distance of 103.09 feet to a point of curvature of a curve concave Southerly and having a radius of 1350.00 feet, a chord bearing of South 84°06'38" West and a chord length of 277.04 feet; thence run Southwesterly along said curve through a central angle of 11°46'43" for an arc distance of 277.53 feet to a point on a non tangent curve concave Easterly and having a radius of 1155.00 feet, a chord bearing of North 02°19'15" East and a chord length of 294.38 feet; thence run Northerly along said curve through a central angle of 14°38'35" for an arc distance of 295.18 feet to a point of tangency; thence run North 09°38'32" East for a distance of 176.12 feet to a point of curvature of a curve concave Westerly and having a radius of 500.00 feet, a chord bearing of North 05°56'12" West and a chord length of 268.56 feet; thence run Northerly along said curve through a central angle of 31°09'27" for an arc distance of 271.90 feet to a point of tangency; thence run North 21°30'55" West for a distance of 24.00 feet; thence run North 73°24'36" East for a distance of 259.31 feet to a point of curvature of a curve concave Southeasterly and having a radius of 920.00 feet, a chord bearing of North 77°26'35" East and a chord length of 129.41 feet; thence run Northeasterly along said curve through a central angle of 8°03'57" for an arc distance of 129.51 feet to aforesaid POINT OF BEGINNING.

AND LESS

Exhibit B  
Page 18 of 53

Magnolia Estates  
Page 5 of 8

Parcel B:

A parcel of land lying in Section 33, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of aforesaid Section 33; thence run South 89°49'13" West along the North line of said Southeast 1/4 for a distance of 1748.45 feet to a point on the East line of a parcel of land described in Official Records Book 8167, Page 2155 of the Public Records of Orange County, Florida; thence departing said North line run South 00°04'09" West along said East line for a distance of 61.08 feet to the POINT OF BEGINNING; thence continuing along said East line run South 00°04'09" West for a distance of 70.74 feet to a point on a non tangent curve concave Southeasterly and having a radius of 920.00 feet, a chord bearing of South 77°26'35" West and a chord length of 129.41 feet; thence run Southwesterly along said curve through a central angle of 8°03'57" for an arc distance of 129.51 feet to a point of tangency; thence run South 73°24'36" West for a distance of 259.31 feet to a point of curvature of a curve concave Northwesterly and having a radius of 2500.00 feet, a chord bearing of South 75°02'55" West and a chord length of 142.97 feet; thence run Southwesterly along said curve through a central angle of 3°16'37" for an arc distance of 142.99 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 2500.00 feet, a chord bearing of South 73°21'43" West and a chord length of 289.99 feet; thence run Southwesterly along said curve through a central angle of 6°39'00" for an arc distance of 290.16 feet to a point of tangency; thence run South 70°02'14" West for a distance of 1345.64 feet to a point of curvature of a curve concave Northwesterly and having a radius of 900.00 feet, a chord bearing of South 79°55'44" West and a chord length of 309.21 feet; thence run Southwesterly along said curve through a central angle of 19°47'00" for an arc distance of 310.76 feet to a point of tangency; thence run South 89°49'13" West for a distance of 1125.19 feet; thence run North 00°13'49" East for a distance of 70.00 feet; thence run North 89°49'13" East for a distance of 1124.69 feet to a point of curvature of a curve concave Northwesterly and having a radius of 830.00 feet, a chord bearing of North 79°55'44" East and a chord length of 285.16 feet; thence run Northeasterly along said curve through a central angle of 19°47'00" for an arc distance of 286.59 feet to a point of tangency; thence run North 70°02'14" East for a distance of 1345.64 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2570.00 feet, a chord bearing of North 73°21'43" East and a chord length of 298.11 feet; thence run Northeasterly along said curve through a central angle of 6°39'00" for an arc distance of 298.28 feet to a point of reverse curvature of a curve concave Northwesterly and having a radius of 2430.00 feet, a chord bearing of North 75°02'55" East and a chord length of 138.96 feet; thence run Northeasterly along said curve through a central angle of 3°16'37" for an arc distance of 138.98 feet to a point of tangency; thence run North 73°24'36" East for a distance of 259.31 feet to a point of curvature of a curve concave Southeasterly and having a radius of 990.00 feet, a chord bearing of North 77°44'56" East and a chord length of 149.80 feet; thence run Northeasterly along said curve through a central angle of 8°40'39" for an arc distance of 149.94 feet to aforesaid POINT OF BEGINNING.

AND LESS

Exhibit B  
Page 19 of 53Magnolia Estates  
Page 6 of 8Parcel C:

A parcel of land lying In Section 33, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of aforesaid Section 33; thence run South 89°49'13" West along the North line of said Southeast 1/4 for a distance of 1748.45 feet to a point on the East line of a parcel of land described In Official Records Book 8167, Page 2155 of the Public Records of Orange County, Florida; thence departing said North line run South 00°04'09" West along said East line for a distance of 131.82 feet to a point on a non tangent curve concave Southeasterly and having a radius of 920.00 feet, a chord bearing of South 77°26'35" West and a chord length of 129.41 feet; thence run Southwesterly along said curve through a central angle of 8°03'57" for an arc distance of 129.51 feet to a point of tangency; thence run South 73°24'36" West for a distance of 259.31 feet to a point of curvature of a curve concave Northwesterly and having a radius of 2500.00 feet, a chord bearing of South 75°02'55" West and a chord length of 142.97 feet; thence run Southwesterly along said curve through a central angle of 3°16'37" for an arc distance of 142.99 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 2500.00 feet, a chord bearing of South 73°21'43" West and a chord length of 289.99 feet; thence run Southwesterly along said curve through a central angle of 6°39'00" for an arc distance of 290.16 feet to a point of tangency; thence run South 70°02'14" West for a distance of 1345.64 feet to a point of curvature of a curve concave Northwesterly and having a radius of 900.00 feet, a chord bearing of South 79°55'44" West and a chord length of 309.21 feet; thence run Southwesterly along said curve through a central angle of 19°47'00" for an arc distance of 310.76 feet to a point of tangency; thence run South 89°49'13" West for a distance of 1125.19 feet; thence run North 00°13'49" East for a distance of 210.00 feet to the POINT OF BEGINNING; thence run North 00°13'49" East for a distance of 600.02 feet to a point on the South line of a 50.00 foot Florida Power Corporation Easement per Official Records Book 1884, Page 76 of the Public Records of Orange County, Florida; thence run North 89°49'13" East along said South line for a distance of 750.02 feet; thence departing said South line run South 00°13'49" West for a distance of 600.02 feet; thence run South 89°49'13" West for a distance of 750.02 feet to aforesaid POINT OF BEGINNING.

AND LESS

Exhibit B  
Page 20 of 53

Magnolia Estates  
Page 7 of 8

Parcel D:

A parcel of land lying In Section 33, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of aforesaid Section 33; thence run South 89°49'13" West along the North line of said Southeast 1/4 for a distance of 1748.45 feet to a point on the East line of a parcel of land described In Official Records Book 8167, Page 2155 of the Public Records of Orange County, Florida; thence departing said North line run South 00°04'09" West along said East line for a distance of 131.82 feet to a point on a non tangent curve concave Southeasterly and having a radius of 920.00 feet, a chord bearing of South 77°26'35" West and a chord length of 129.41 feet; thence run Southwesterly along said curve through a central angle of 8°03'57" for an arc distance of 129.51 feet to a point of tangency; thence run South 73°24'36" West for a distance of 259.31 feet to a point of curvature of a curve concave Northwesterly and having a radius of 2500.00 feet, a chord bearing of South 75°02'55" West and a chord length of 142.97 feet; thence run Southwesterly along said curve through a central angle of 3°16'37" for an arc distance of 142.99 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 2500.00 feet, a chord bearing of South 73°21'43" West and a chord length of 289.99 feet; thence run Southwesterly along said curve through a central angle of 6°39'00" for an arc distance of 290.16 feet to a point of tangency; thence run South 70°02'14" West for a distance of 1345.64 feet to a point of curvature of a curve concave Northwesterly and having a radius of 900.00 feet, a chord bearing of South 79°55'44" West and a chord length of 309.21 feet; thence run Southwesterly along said curve through a central angle of 19°47'00" for an arc distance of 310.76 feet to a point of tangency; thence run South 89°49'13" West for a distance of 1125.19 feet to the POINT OF BEGINNING; thence run South 00°13'49" West for a distance of 1788.38 feet to a point on the South line of the Southwest 1/4 of aforesaid Section 33; thence run South 89°40'37" West along said South line for a distance of 30.00 feet to a point on the Easterly right-of-way line of an un-named right-of-way per Official Records Book 297, Page 537, aforesaid Public Records of Orange County, Florida; thence departing said South line run North 00°13'49" East along said Easterly right-of-way line for a distance of 2648.48 feet to a point on the North line of said Southwest 1/4 of Section 33; thence departing said Easterly right-of-way line run North 89°49'13" East along said North line for a distance of 30.00 feet; thence departing said North line run South 00°13'49" West for a distance of 860.02 feet to aforesaid POINT OF BEGINNING.

AND LESS



Exhibit B  
Page 21 of 53

Magnolia Estates  
Page 8 of 8

LEGAL DESCRIPTION – RELEASE PARCEL

PARCEL A-1:

A parcel of land lying In Section 33, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of aforesaid Section 33; thence run South 89°49'13" West along the North line of said Southeast 1/4 for a distance of 1748.45 feet to a point on the East line of a parcel of land described In Official Records Book 8167, Page 2155 of the Public Records of Orange County, Florida; thence departing said North line run South 00°04'09" West along said East line for a distance of 61.08 feet to a point on a non tangent curve concave Southeasterly and having a radius of 990.00 feet, a chord bearing of South 77°44'56" West and a chord length of 149.80 feet, thence run Southwesterly along said curve through a central angle of 8°40'39" for an arc distance of 149.94 feet to a point of tangency; thence run South 73°24'36" West for a distance of 259.31 feet to a point of curvature of a curve concave Northwesterly and having a radius of 2430.00 feet, a chord bearing of South 75°02'55" West and a chord length of 138.96 feet, thence run Southwesterly along said curve through a central angle of 3°16'37" for an arc distance of 138.98 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 2570.00 feet, a chord bearing of South 73°21'43" West and a chord length of 298.11 feet, thence run Southwesterly along said curve through a central angle of 6°39'00" for an arc distance of 298.28 feet to a point of tangency; thence run South 70°02'14" West for a distance of 354.47 feet to the POINT OF BEGINNING; thence run South 70°02'14" West for a distance of 991.17 feet to a point of curvature of a curve concave Northwesterly and having a radius of 830.00 feet, a chord bearing of South 79°55'44" West and a chord length of 285.16 feet, thence run Southwesterly along said curve through a central angle of 19°47'00" for an arc distance of 286.59 feet to a point of tangency; thence run South 89°49'13" West for a distance of 1124.69 feet; thence run North 00°13'49" East for a distance of 140.00 feet; thence run North 89°49'13" East for a distance of 750.02 feet; thence run North 00°13'49" East for a distance of 600.02 feet to a point on the South line of a 50.00 foot wide Florida Power Corporation Easement recorded in Official Records Book 1884, Page 76 of the Public Records of aforesaid Orange County, Florida; thence run North 89°49'13" East along said South line for a distance of 1584.09 feet; thence departing said South line run South 00°00'00" East for a distance of 355.54 feet to aforesaid POINT OF BEGINNING.

Exhibit B  
Page 22 of 53

SKETCH OF DESCRIPTION

Vineland Express  
Page 1 of 4

SHEET 1 OF 4

Parcel 1 ( Tax ID # 34-23-27-0000-000-02 ).  
OWNER: EMERALD LLC

LEGAL DESCRIPTION ( per Official Records Book 8621, Page 4739 ):

Parcel 1

The West 410 feet of the East 1730 feet of the SE 1/4 and the East 1730 feet of the South 1/2 of the NE 1/4, less portion in the North 30 feet of the SW 1/4 of the NE 1/4, all in Section 33, Township 23 South, Range 27 East, Orange County, Florida.

And

The South 1/2 of the NW 1/4 and the East 3/4 of the North 1/2 of the SW 1/4, less that part of the foregoing lying East of County Road (shown on County Tax Rolls as Lake Hancock Road), and less said County Road, in Section 34, Township 23 South, Range 27 East, Orange County, Florida.

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land comprising portions of Sections 33 and 34, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the East 1/4 corner of aforesaid Section 33 thence run South 89°49'13" West along the North line of the Southeast 1/4 of said Section 33 for a distance of 1320.01 feet to a point on the East line of the West 410.00 feet of the East 1730.00 feet of the Southeast 1/4 of said Section 33; thence departing said North line run South 00°01'51" East for a distance of 2640.05 feet to a point on the South line of said Southeast 1/4; thence departing said East line run South 89°44'32" West along said South line for a distance of 410.00 feet to a point on the West line of said West 410.00 feet of the East 1730.00 feet of the Southeast 1/4 of said Section 33; thence departing said South line run North 00°01'51" West along said West line for a distance of 2640.60 feet to a point on the North line of the Southeast 1/4 of said Section 33, also being a point on the West line of the East 1730.00 feet of the South 1/2 of the Northeast 1/4 of said Section 33; thence departing aforesaid West line and said North line run North 00°01'46" East along said West line for a distance of 1293.92 feet; thence departing said West line run North 89°43'45" East for a distance of 408.11 feet; thence run North 00°05'54" East for a distance of 30.00 feet to a point on the North line of the East 1730.00 feet of the South 1/2 of the Northeast 1/4 of aforesaid Section 33; thence run North 89°43'45" East along said North line for a distance of 1321.88 feet to the Northwest corner of the South 1/2 of the Northwest 1/4 of aforesaid Section 34; thence departing aforesaid North line run North 89°34'31" East along the North line of the South 1/2 of the Northwest 1/4 of said Section 34 for a distance of 2065.06 feet to a point on the Westerly edge of road of Seidel Road, being the presumed right-of-way line of Lake Hancock Road per Florida Statute 95.361; thence departing said North line run South 00°00'32" East along said Westerly edge of road for a distance of 747.41 feet to a point of curvature of a curve concave Westerly and having a radius of 545.00 feet, a chord bearing of South 10°05'05" West and a chord length of 191.03 feet; thence continuing along said Westerly edge of road run Southerly along said curve through a central angle of 20°11'14" for an arc distance of 192.02 feet to a point of tangency; thence run South 20°10'42" West for a distance of 1831.08 feet to a point on the South line of the East 3/4 of the North 1/2 of the Southwest 1/4 of said Section 34; thence departing said Westerly edge of road run South 89°43'01" West along said South line for a distance of 735.56 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 34; thence departing said South line run North 00°04'07" East along said East line for a distance of 1319.96 feet to a point on the South line of the Northwest 1/4 of said Section 34; thence departing said East line run South 89°38'45" West along said South line for a distance of 666.77 feet to aforesaid POINT OF BEGINNING.

Contains 168.81 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS BEING AN ASSUMED BEARING OF S89°40'37"W FOR ANGULAR DESIGNATION.

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 700 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

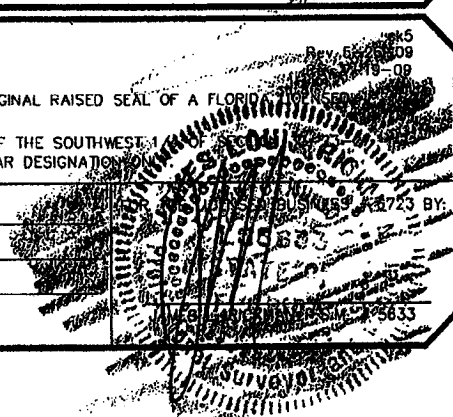


Exhibit B  
Page 23 of 53

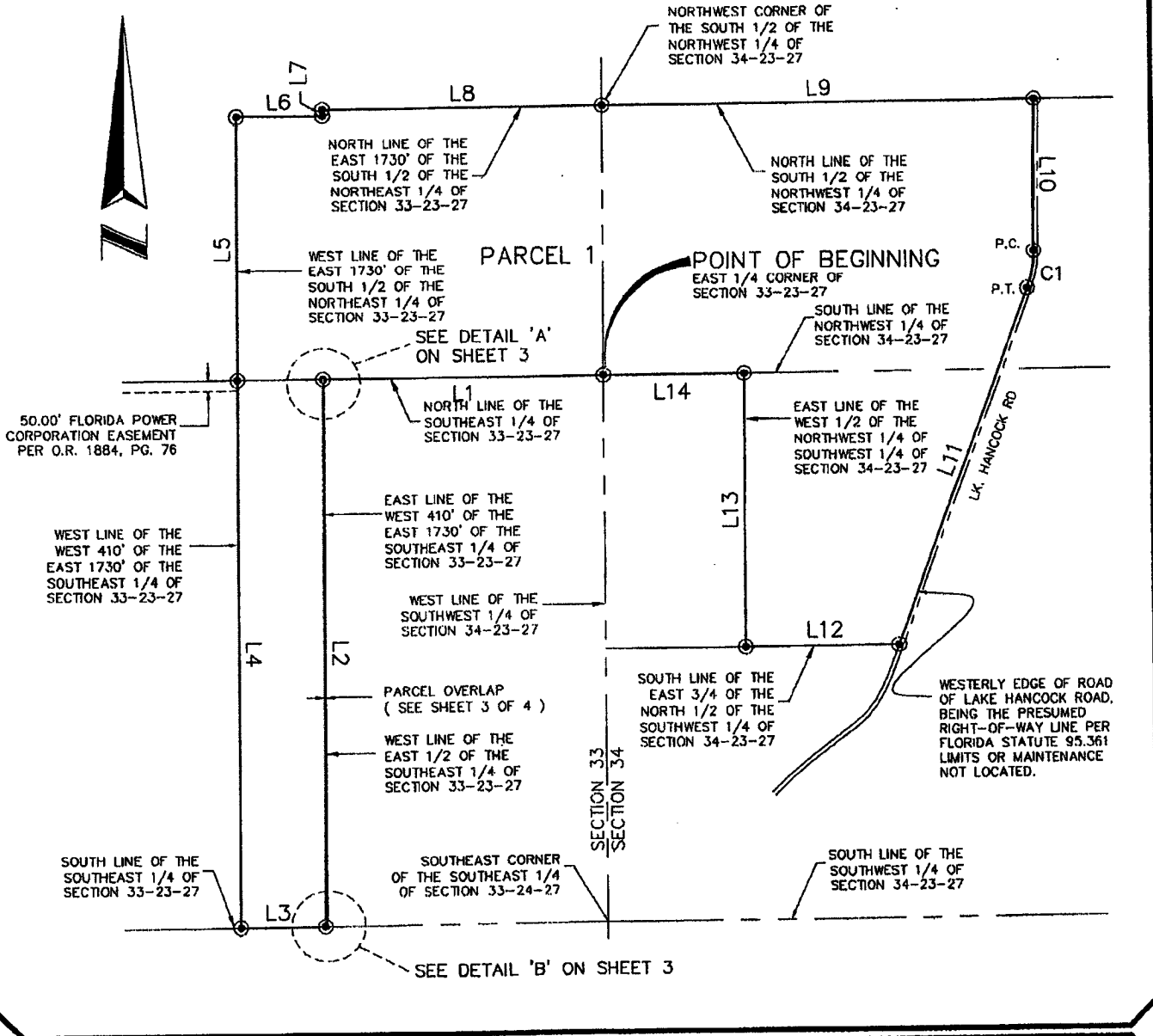
Vineland Express  
Page 2 of 4

SKETCH OF DESCRIPTION

SHEET 2 OF 4

Parcel 1 ( Tax ID # 34-23-27-0000-00-002 )

OWNER: EMERALD LLC



16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊙ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk5  
Rev 5-26-09  
Rev 7-19-09

JOB NO. 28096	CALCULATED BY: RT
DATE: 3-17-09	DRAWN BY: PJR
SCALE: 1" = 700 FEET	CHECKED BY: EGT
FIELD BY: N/A	

Exhibit B  
Page 24 of 53

Vineland Express  
Page 3 of 4

SKETCH OF DESCRIPTION

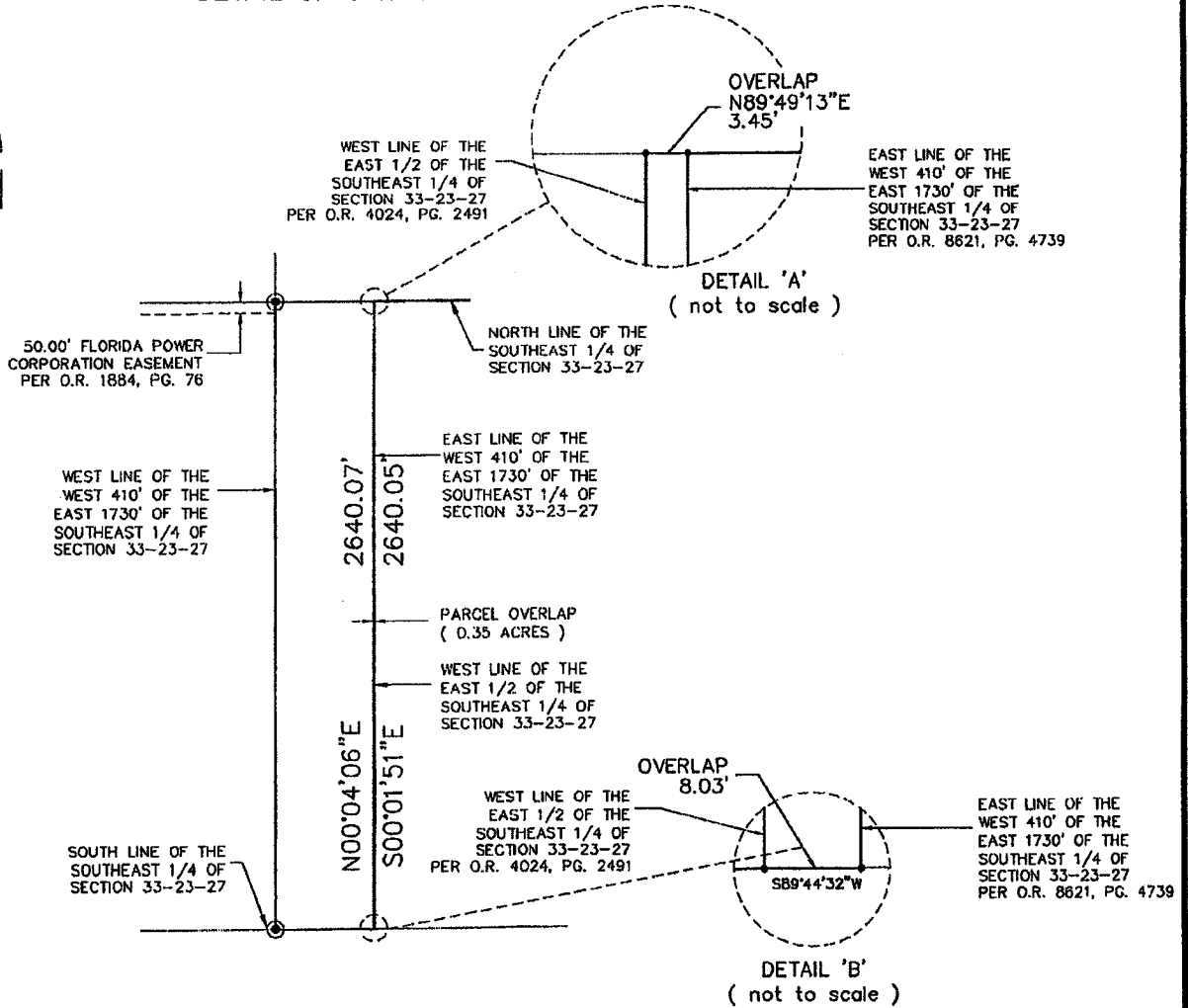
SHEET 3 OF 4

Parcel 1 ( Tax ID # 34-23-27-0000-00-002 )

OWNER: EMERALD LLC



DETAIL OF OVERLAP



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5356

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk5  
Rev 5-26-09  
Rev 7-19-09

JOB NO. 28096	CALCULATED BY: RT
DATE: 3-17-09	DRAWN BY: PJR
SCALE: 1" = 700 FEET	CHECKED BY: EGT
FIELD BY: N/A	

Exhibit B  
Page 25 of 53

Vineland Express  
Page 4 of 4

SKETCH OF DESCRIPTION

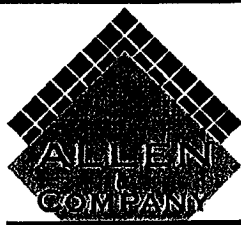
SHEET 4 OF 4

Parcel 1 ( Tax ID # 34-23-27-0000-00-002 )

OWNER: EMERALD LLC

LINE TABLE		
LINE	LENGTH	BEARING
L1	1320.01	S89°49'13"W
L2	2640.05	S00°01'51"E
L3	410.00	S89°44'32"W
L4	2640.60	N00°01'51"W
L5	1293.92	N00°01'46"E
L6	408.11	N89°43'45"E
L7	30.00	N00°05'54"E
L8	1321.88	N89°43'45"E
L9	2065.06	N89°34'31"E
L10	747.41	S00°00'32"E
L11	1831.08	S20°10'42"W
L12	735.56	S89°43'01"W
L13	1319.96	N00°04'07"E
L14	666.77	S89°38'45"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	545.00	192.02	191.03	S10°05'05"W	20°11'14"



16 East Plant Street  
Water Garden, Florida 34787 • ( 407 ) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊥ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk5  
Rev 5-26-09  
Rev 7-19-09

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 700 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 26 of 53

SKETCH OF DESCRIPTION

VF Horizon  
Page 1 of 5

SHEET 1 OF 2

PARCEL 12 ( Tax ID # Parcel 04-24-27-0000-00-005 )

OWNER: DIAMOND BAY INVESTMENTS INC AS AGENT ETAL

LEGAL DESCRIPTION ( per Official Records Book 9843, Page 6054 ) :

The North 1/2 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Northeast 1/4 and the West 300 feet of the Northeast 1/4 of the Northeast 1/4 lying South of Seidel Road in Section 4, Township 24 South, Range 27 East.

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in the East 1/2 of Section 4, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Northeast corner of the Southeast 1/4 of aforesaid Section 4; thence run South 00°02'35" East along the East line of said Southeast 1/4 for a distance of 1329.88 feet to the Southeast corner of the North 1/2 of said Southeast 1/4; thence departing said East line run South 89°51'24" West along the South line of said North 1/2 of the Southeast 1/4 for a distance of 2651.27 feet to the Southwest corner of said North 1/2 of the Southeast 1/4; thence departing said South line run North 00°02'30" East along the West line of said Southeast 1/4 for a distance of 1325.52 feet to the Southwest corner of the Northeast 1/4 of said Section 4; thence departing said West line run North 89°45'44" East along the South line of said Northeast 1/4 for a distance of 1324.66 feet to the Southwest corner of the East 1/2 of said Northeast 1/4 of Section 4; thence departing said South line run North 00°06'55" East along the West line of said East 1/2 of the Northeast 1/4 for a distance of 1434.10 feet to a point on the Southerly edge of road of Seidel Road, being the presumed right-of-way line of Siedel Road per Florida Statute 95.361; thence departing said West line run North 75°22'32" East along said presumed right of way line for a distance of 310.21 feet to a point on the East line of the West 300.00 feet of the Northeast 1/4 of the Northeast 1/4 of aforesaid Section 4; thence departing said presumed right of way line run South 00°06'55" West along said East line for a distance of 184.01 feet to a point on the North line of the South 1/2 of said Northeast 1/4 of Section 4; thence departing said East line run North 89°45'08" East along said North line for a distance of 363.17 feet to a point on the East line of the West 1/2 of said Northeast 1/4; thence departing said North line run South 00°09'07" West along said West line for a distance of 1327.23 feet to a point on the South line of the Northeast 1/4 of said Section 4; thence departing said East line run North 89°45'44" East for a distance of 662.33 feet to aforesaid POINT OF BEGINNING.

Containing 101.97 acres more or less.



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING AN ASSUMED BEARING OF N00°02'30"E.

JOB NO. 28096  
DATE: 3-9-2009  
SCALE: 1" = 500 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

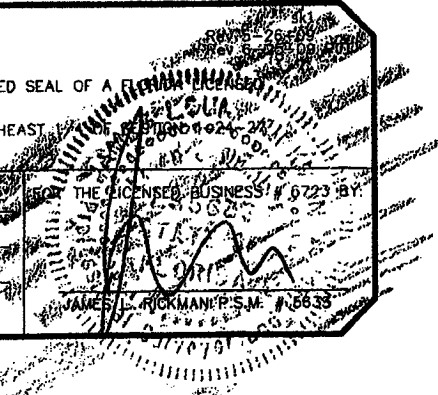


Exhibit B  
Page 27 of 53

VF Horizon  
Page 2 of 5

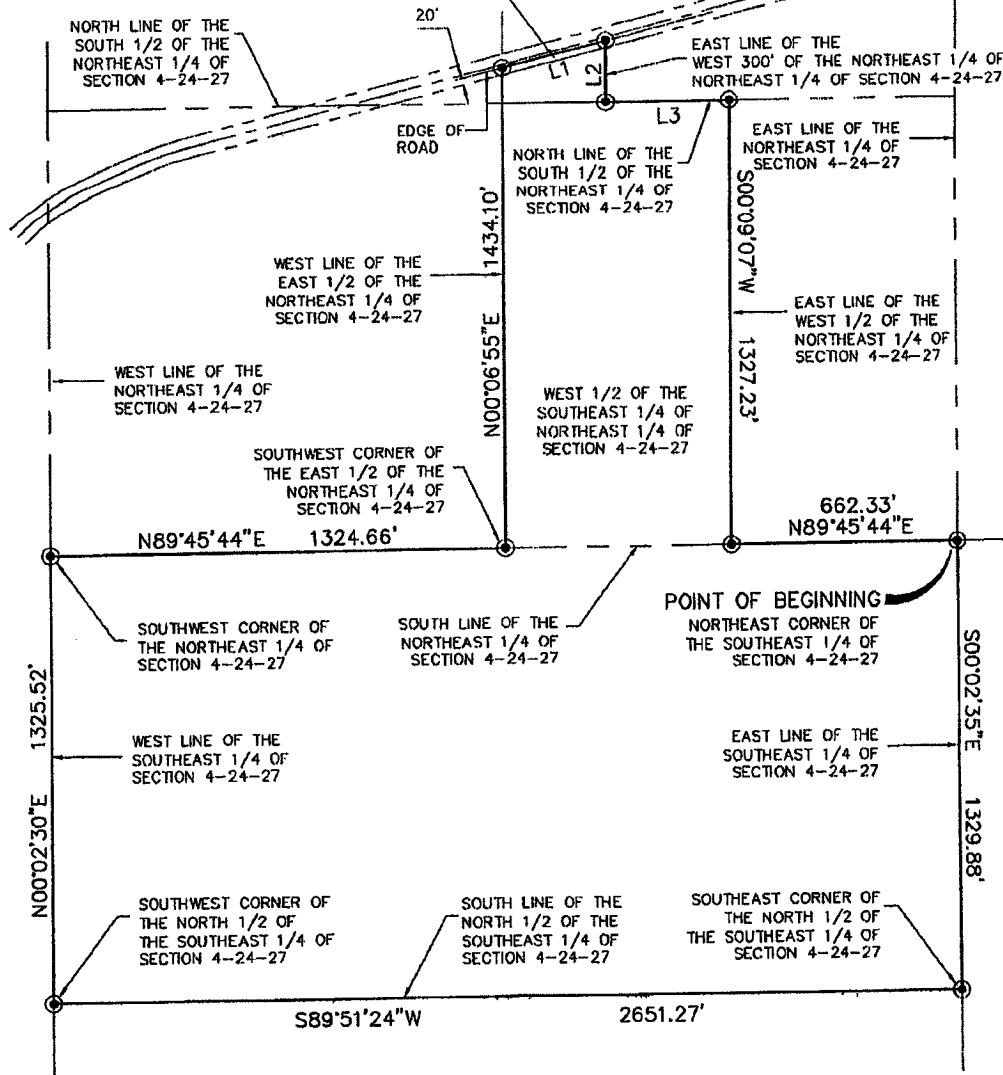
SKETCH OF DESCRIPTION

PARCEL 12 ( Tax ID # Parcel 04-24-27-0000-00-005 )  
OWNER: DIAMOND BAY INVESTMENTS INC AS AGENT ETAL

LINE TABLE		
LINE	LENGTH	BEARING
L1	310.21	N75°22'32"E
L2	184.01	S00°06'55"W
L3	363.17	N89°45'08"E

Note: This portion of Siedel Road is presumed to be dedicated as instructed by Florida Statute 95.361. Limits of Orange County Maintenance was not located.

SHEET 2 OF 2



213 S. Dillard St., Suite 210  
Water Garden, Florida 34787 • (407) 654 5356

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk1  
Rev 5-26-09  
Rev 6-25-09

JOB NO. 28096  
DATE: 3-9-2009  
SCALE: 1" = 500 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 28 of 53

VF Horizon  
Page 3 of 5

**LEGAL DESCRIPTION**

OWNER: [REDACTED]

PARCEL 11 ( per Official Records Book 8713, Page 3896 ):

The North 1/2 of Section 3, Township 24 South, Range 27 East, Orange County, Florida, lying South and East of Seidel Road/Lake Hancock Road, less the Southeast 1/4 of the Northeast 1/4 of said Section 3;

Together with the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 4, Township 24 South, Range 27, East, Orange County, Florida; together with that part of the Northeast 1/4 of the Northeast 1/4 of said Section 4 lying South of Seidel Road, less the West 300 feet thereof;

Together with the NE 1/4 of the NE 1/4 of said Section 4, lying North of Seidel Road, less: begin at the Northeast corner of said Section 4; thence run South 89°45'36" West along the North line of said Section 4, 791.40 feet; thence run South 14°35'54" East, 1007.06 feet to the Northerly right-of-way of Seidel Road; thence run North 75°22'32" East along said right-of-way to the East line of the aforesaid Section 4; thence Northerly along said East line of Section 4 to the point of beginning.

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

Two parcels of land lying in the North 1/2 of Section 3, township 24 South, Range 27 East and the East 1/2 of the Northeast 1/4 of Section 4, Township 24 South, Range 27 East, Orange County, Florida, More particularly described as follows:

PARCEL 1

Commence at the Northeast corner of said Section 4; thence North 89°47'18" East a distance of 718.62 feet to a point on the Easterly edge of road of Seidel Road (aka Lake Hancock Road), being the presumed right of way line of said Seidel Road per Florida Statute 95.361 and also being the POINT OF BEGINNING; thence along the North line of the Northwest 1/4 of said Section 3, North 89°47'18" East, 1929.10 feet to the North 1/4 corner of said Section 3; thence North 89°47'18" East along the North line of the Northeast 1/4 of said Section 3, 2648.72 feet to the Northeast corner of said Section 3; thence departing said North line, South 00°02'08" West along the East line of the North 1/2 of Section 3, a distance of 1329.72 feet to the North line of the SE 1/4 of the NE 1/4 of said Section 3; thence South 89°48'51" West along the north line of SE 1/4 of the NE 1/4 of said Section 3, a distance of 1325.90 feet to the West line of the SE 1/4 of the NE 1/4 of said Section 3; thence South 00°06'08" West along said line, a distance of 1329.13 feet; thence South 89°50'24" West along South line of the North 1/2 of said Section 3 a distance of 3977.02 feet to the Southwest corner of the North 1/2 of said Section 3; thence South 89°45'44" West along the South line of the SE 1/4 of the NE 1/4 of Section 4 a distance of 662.33 feet to the West line of the East 1/2 of the SE 1/4 of the NE 1/4 of Section 4; thence North 00°09'07" East along said west line a distance of 1327.23 feet to the South line of the NE 1/4 of the NE 1/4 of said Section 4; thence South 89°45'08" West along said south line a distance of 363.17 feet to a point of the east line of the west 300 feet of the NE 1/4 of the NE 1/4 of said Section 4; thence North 00°08'55" East, along said East line a distance of 184.01 feet to the Southerly edge of road of Seidel Road (aka Lake Hancock Road), being the presumed right of way line of said Seidel Road per Florida Statute 95.361; thence the following 3 courses and distances along said presumed right of way line: North 75°22'32" East a distance of 1409.96 feet to a point of curvature of a curve concave to the northwest, having a radius of 530.00 feet, a central angle of 77°35'59" and a chord of 664.20 feet that bears North 36°34'33" East; thence northeasterly along the arc of said curve a distance of 717.82 feet to a point of tangency; thence North 02°13'27" West a distance of 261.24 feet to the POINT OF BEGINNING

Containing 298.08 acres more or less.

AND

PARCEL 2

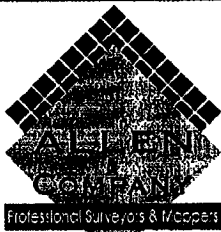
Commence at the Northeast corner of Section 4, Township 24 South, Range 27 East, thence South 89°44'32" West a distance of 791.40 feet to the POINT OF BEGINNING; thence South 14°35'42" East a distance of 1026.83 feet to a point on the Northerly edge of road of Seidel Road (aka Lake Hancock Road), being the presumed right of way line of said Seidel Road per Florida Statute 95.361; thence South 75°22'32" West along said presumed right of way line, a distance of 824.54 feet to the west line of the NE 1/4 of the NE 1/4 of said Section 4; thence departing said presumed right of way run North 00°06'55" East along said West line a distance of 1199.44 feet to the North line of the NE 1/4 of the NE 1/4 of said Section 4; thence along said north line, North 89°44'32" East a distance of 536.67 feet to the POINT OF BEGINNING.

Containing 17.11 acres more or less.

Containing a combined total of 315.19 acres, more or less

SHEET 1 OF 3  
SEE SHEET 2 FOR SKETCH  
SEE SHEET 3 FOR DETAIL

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 11 - ICA Horizon.dwg Model



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 3, BEING N89°47'18"E, AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY.

JOB NO. 28096  
DATE: 1"=1000'  
SCALE: 3/18/2009  
FIELD BY:

CALCULATED BY: RJT  
DRAWN BY: MEB  
CHECKED BY: EGT

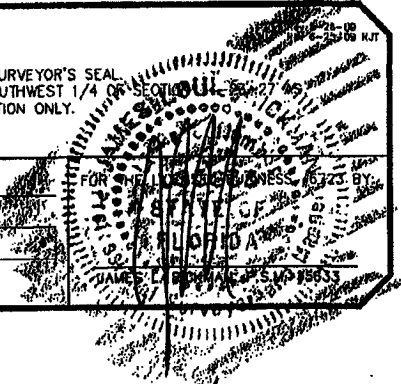
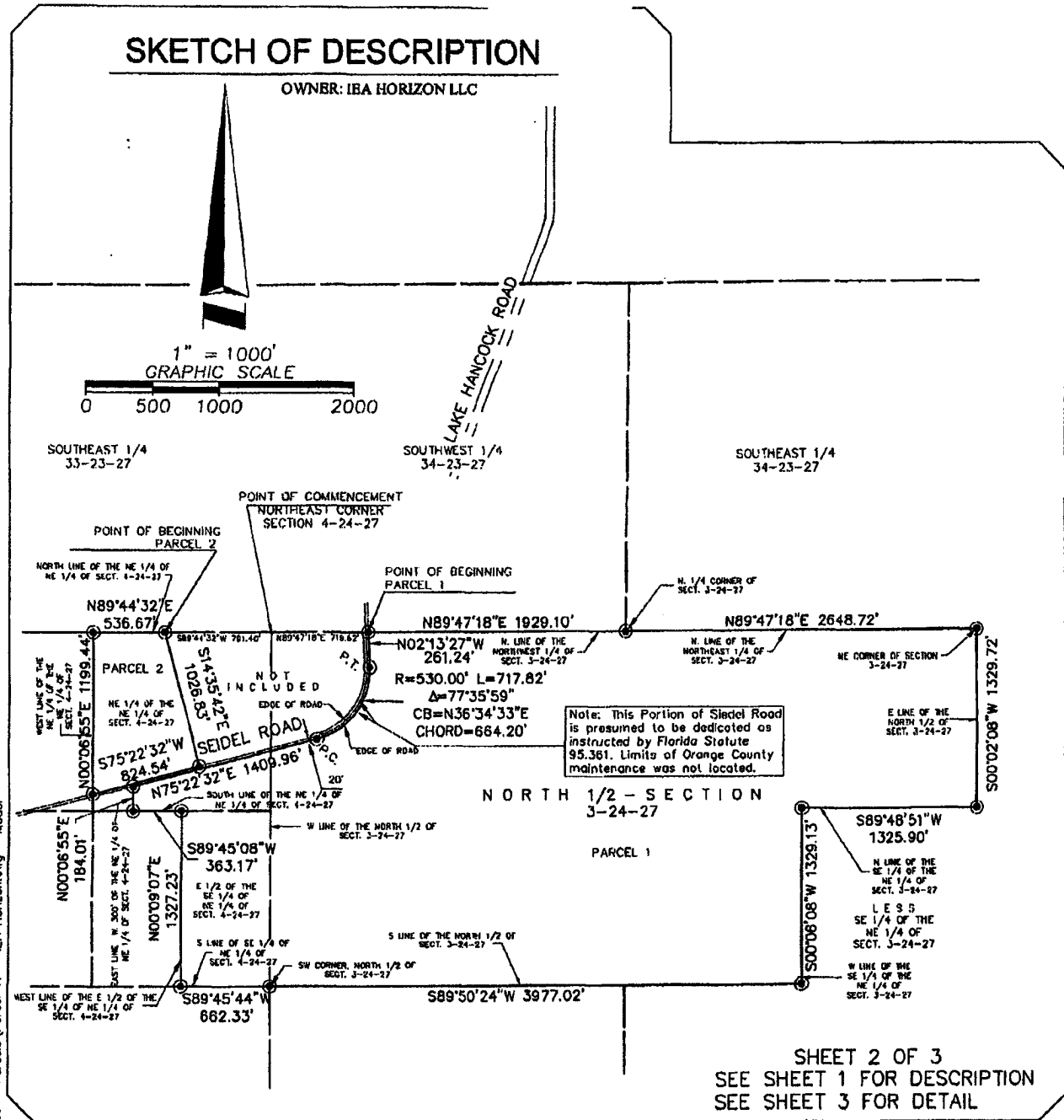




Exhibit B  
Page 29 of 53

VF Horizon  
Page 4 of 5



Drawing name: L:\Data\28096\sketches - Parcels\Parcel 11 - IBA Horizon.dwg Model



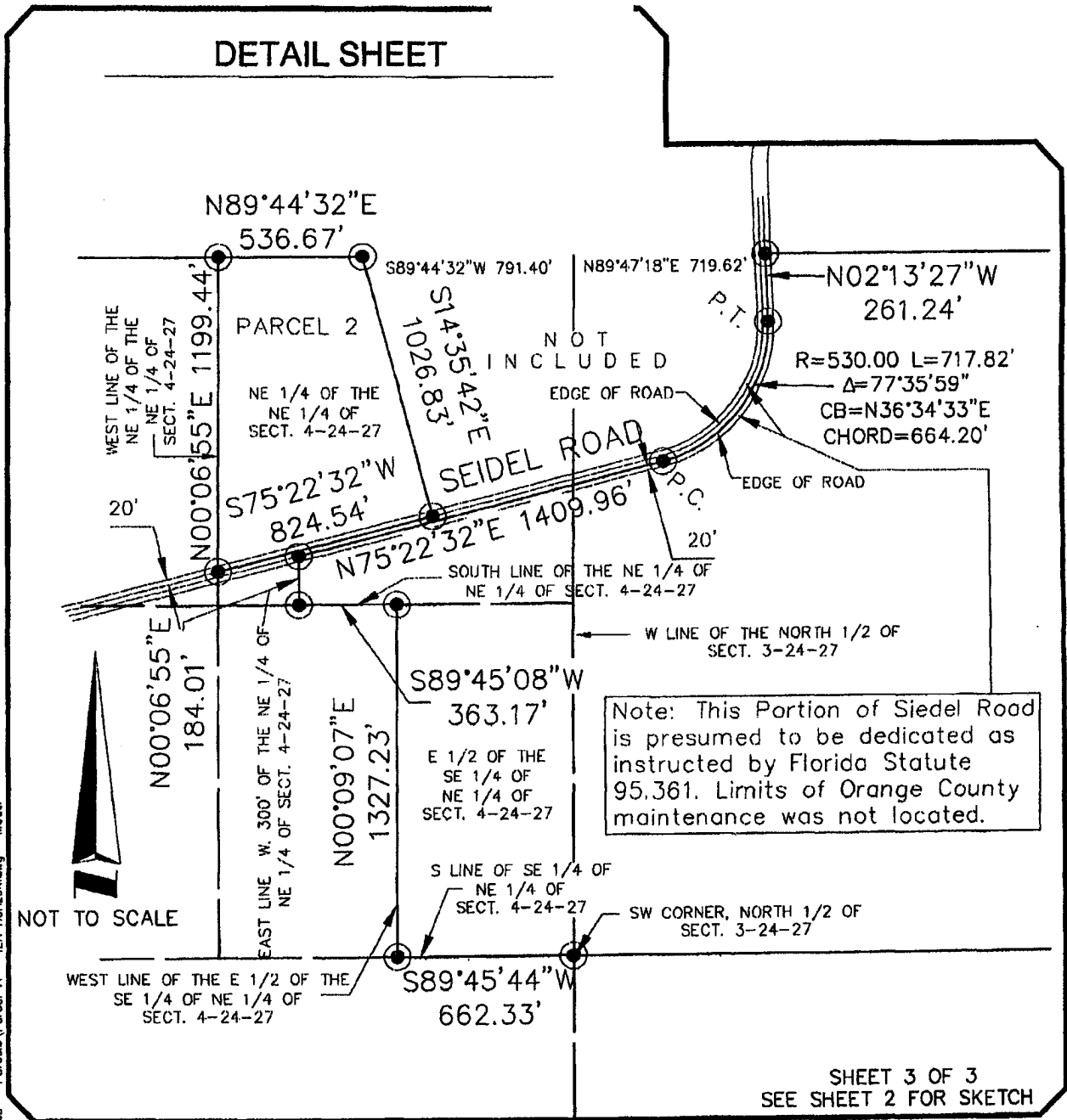
213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 (407) 654-5355

**LEGEND**

JOB NO.	28096
DATE:	1"=1000'
SCALE:	3/18/2009
DRAWN BY:	MER

Exhibit B  
Page 30 of 53

VF Horizon  
Page 5 of 5



Drawing name: L:\Data\28096\sketches - Parcels\Parcel 11 - IEA Horizon.dwg Model



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**  
1. Detail Only, NOT TO SCALE

JOB NO. 28096  
 DATE: 1"=1000'  
 SCALE: 3/18/2009  
 FIELD BY: \_\_\_\_\_

CALCULATED BY: RJT  
 DRAWN BY: MER  
 CHECKED BY: EGT


FOR THE LICENSED BUSINESS #6723 BY:  
  
 JAMES L. RICKMAN, P.S.M. #5033

Exhibit B  
Page 31 of 53

Windy Lake  
Page 1 of 2

**LEGAL DESCRIPTION**

**OWNER: WINDY LAKE GROVE**

PARCEL 5 ( per Official Records Book 3698, Page 2202 ):

The SW 1/4 of the SW 1/4 of Section 34, Township 23 South, Range 27 East, less that part thereof lying Southerly and Easterly of Lake Hancock Road, and less the South 60 feet thereof, Orange County, Florida.

LESS AND EXCEPT ( Per Official Records Book 5993, Page 1736 ): Commence at the Southwest corner of Section 34, Township 23 South, Range 27 East, Orange County, Florida; thence run North 00°07'38" East along the West line of said Section 34, a distance of 60.00 feet to the POINT OF BEGINNING; thence continue North 00°07'38" East along said West line, a distance of 107.02 feet; thence North 85°08'00" East, a distance of 674.17 feet to a point on the West right-of-way line of Lake Hancock Road; thence South 01°51'21" East along said West right-of-way, a distance of 162.90 feet; thence leaving said west right-of-way, run South 89°52'54" West, parallel with South line of said Section 34, a distance of 677.25 feet to the POINT OF BEGINNING.

ALSO DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 23 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence run North 00°01'51" West along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 34 a distance of 167.01 feet to the POINT OF BEGINNING; thence continue along said section line, North 00°01'51" West a distance of 1152.11 feet to the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 34; thence North 89°43'01" East along said section line, a distance of 1328.95 feet to the east line of the Southwest 1/4 of the Southwest 1/4 of said Section 34; thence South 00°10'05" West along said section line, a distance of 189.58 feet to a point on the Westerly edge of road of Lake Hancock Road, being the presumed right-of-way line of Lake Hancock Road per Florida Statute 95.361, also being a point on a non tangent curve concave northwesterly, having a radius of 497.34 feet, a central angle of 26°53'42" and a chord of 231.32 feet that bears South 38°24'20" West; thence southwesterly along said curve a distance of 233.45 feet to a point of tangency; thence South 51°51'07" West a distance of 282.40 feet to a point of curvature of curve concave southeasterly, having a radius of 1663.24 feet, a central angle of 07°48'30" and a chord of 226.49 feet that bears South 47°56'52" West, thence southwesterly along the arc of said curve a distance of 226.67 feet to a point of compound curvature of a curve concave southeasterly, having a radius of 360.00 feet, a central angle of 35°56'48" and a chord of 222.17 feet that bears South 26°04'13" West; thence southwesterly along the arc of said curve a distance of 225.86 feet to a point of compound curvature of a curve concave easterly, having a radius of 755.00 feet, a central angle of 10°09'50" and a chord of 133.76 feet that bears South 03°00'54" West; thence southerly along the arc of said curve a distance of 133.93 feet to a point of tangency; thence South 02°04'01" East, a distance of 233.13 feet to a point on the North line of the South 60.00' of the Southwest 1/4 of the Southwest 1/4 of aforesaid Section 34; thence departing aforesaid Westerly edge of road, South 89°47'18" West along said North line a distance of 20.23 feet; thence departing said North line North 01°59'25" West a distance of 162.89 feet; thence South 85°02'24" West a distance of 674.17 feet to the POINT OF BEGINNING.

Containing 25.41 acres, more or less.

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH

REV 6-26-09

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, ASSUMED.

JOB NO: 28096  
DATE: 03/19/2009  
SCALE: 1"=400'  
FIELD BY: N/A

CALCULATED BY: RJT  
DRAWN BY: MER  
CHECKED BY: RJT

FOR THE LICENSED BUSINESS #6723 BY:

*[Handwritten Signature]*  
JAMES L. RICHMAN, P.S.M. #5633



213 SOUTH DILLARD STREET  
Winter Garden, Florida 34787 • ( 407 ) 654-5355

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 5 - Windy Lake.dwg Model

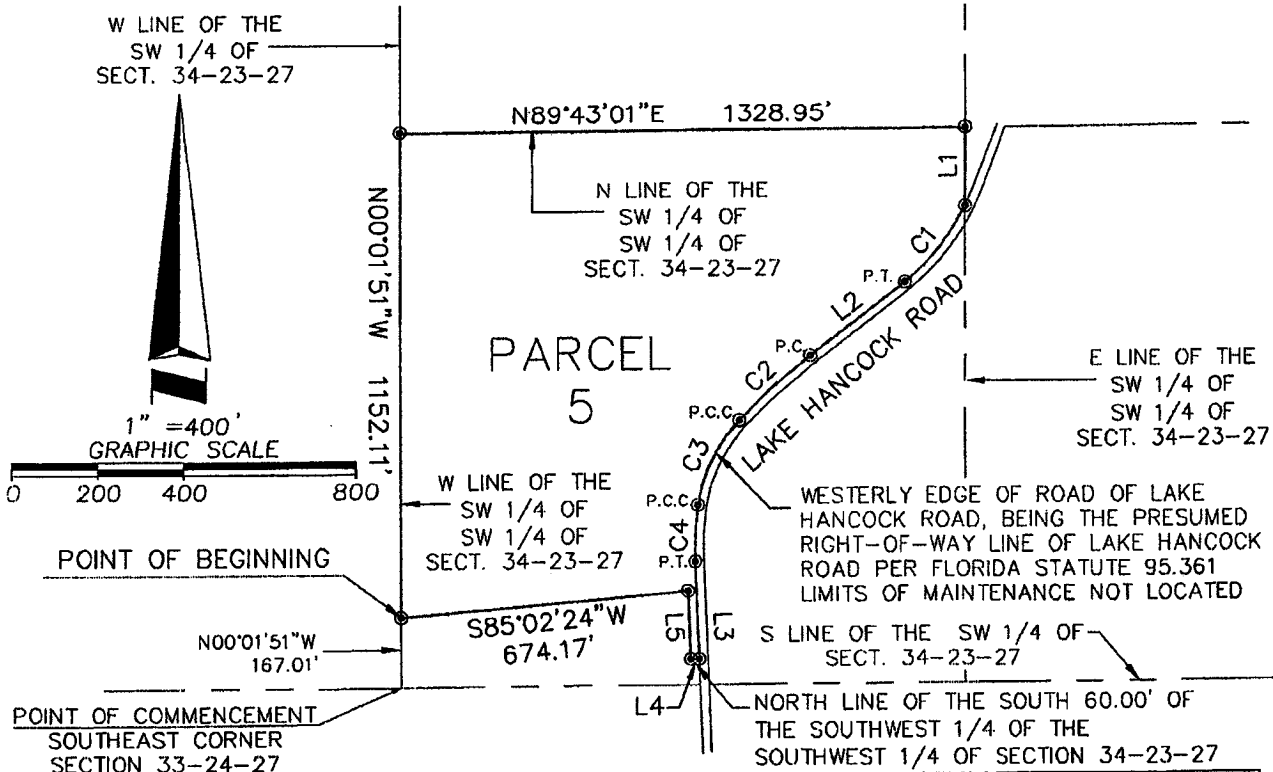
Exhibit B  
Page 32 of 53

Windy Lake  
Page 2 of 2

# SKETCH OF DESCRIPTION

OWNER: WINDY LAKE GROVE

LINE TABLE		
LINE	LENGTH	BEARING
L1	189.58	S00°10'05"W
L2	282.40	S51°51'07"W
L3	233.13	S02°04'01"E
L4	20.23	S89°47'18"W
L5	162.89	N01°59'25"W



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	
C1	497.34	233.45	231.32	S38°24'20"W	26°53'42"	
C2	1663.24	226.67	226.49	S47°56'52"W	7°48'30"	
C3	360.00	225.86	222.17	S26°04'13"W	35°56'48"	
C4	755.00	133.93	133.76	S03°00'54"W	10°09'50"	

Drawing name: L:\Data\28096\sketches - Parcels\Parcel 5 - Windy Lake.dwg Model

LEGEND

28096

JOB NO. 03/19/2009

DATE: 1"=400'

SCALE: N/A

DRAWN BY:

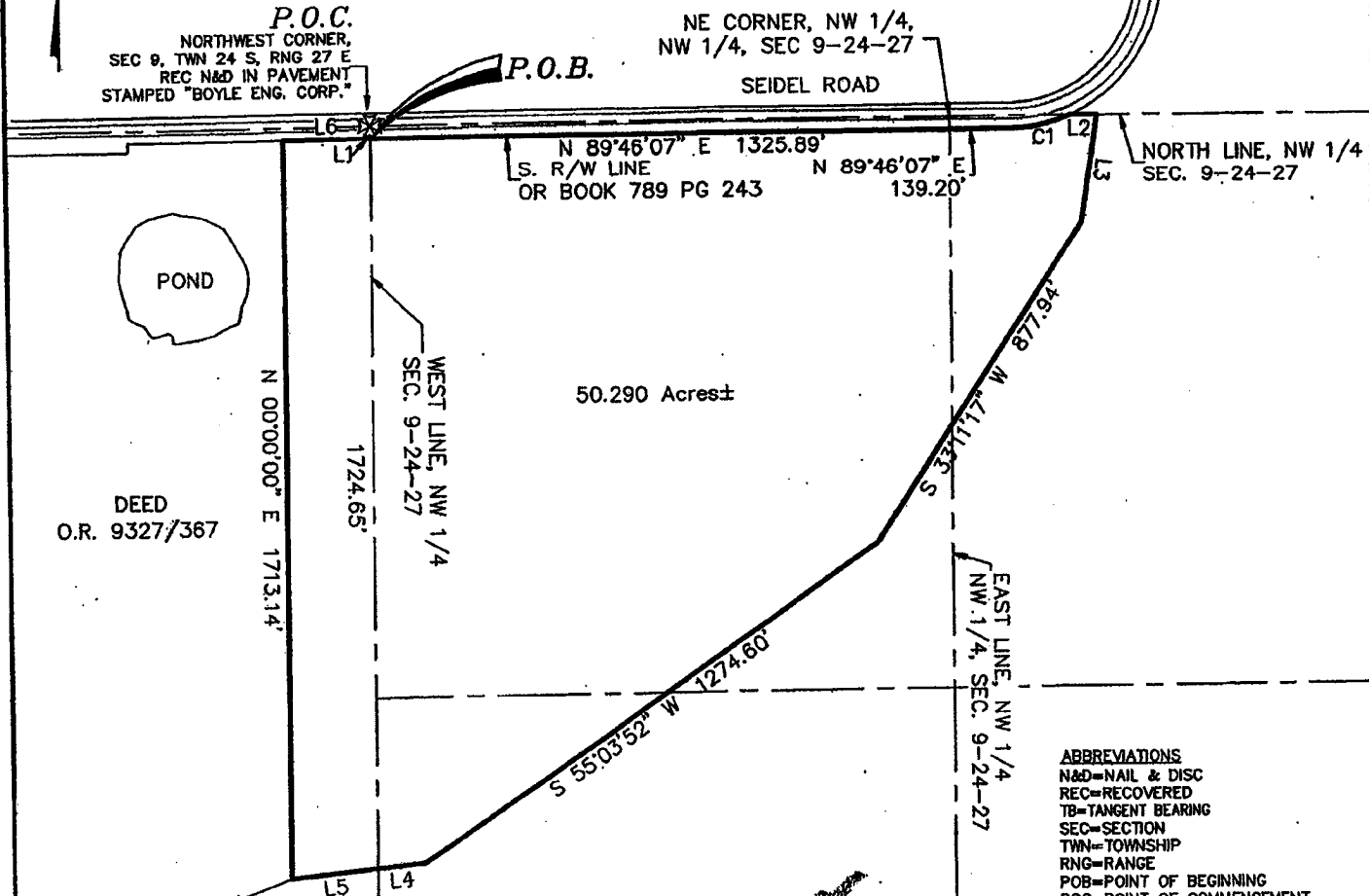
REV 6-26-09

Exhibit B  
Page 33 of 53

Walt Disney Parks  
Page 1 of 2

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	357.66	23° 38' 05"	147.53	N 89° 46' 07" E

TANGENT TABLE		
LINE#	BEARING	DIST.
L1	S 00° 01' 49" W	30.00
L2	N 89° 46' 12" E	63.17
L3	S 08° 37' 23" W	258.89
L4	S 84° 17' 43" W	108.64
L5	S 84° 17' 43" W	197.88
L6	N 89° 39' 24" E	197.81



**ABBREVIATIONS**  
N&D=NAIL & DISC  
REC=RECOVERED  
TB=TANGENT BEARING  
SEC=SECTION  
TWN=TOWNSHIP  
RNG=RANGE  
POB=POINT OF BEGINNING  
POC=POINT OF COMMENCEMENT

**SURVEYOR'S NOTE**  
CHAPTER 61G17-6 OF THE FLORIDA  
ADMINISTRATIVE CODE REQUIRES  
THAT THE FOLLOWING STATEMENT  
BE PUT ON THIS SKETCH.  
"THIS IS NOT A BOUNDARY SURVEY"  
BEARINGS ARE BASED ON THE  
W. LINE, NW 1/4, SEC. 8-24-27  
AS BEING S 00°01'49" W

Horace T. Joiner, III R.L.S.  
Florida Certificate No. 4913  
WALT DISNEY WORLD CO. Survey Department (LB 3084)  
751 Backstage Lane, Bay Lake, Florida 32830-1000  
NOTE: Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



SHEET 1 OF 2

	PROJECT AREA <b>OVERALL</b>	DATE: 7/21/09	
	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7896	UNIT NAME <b>HORIZON WEST PARCEL 2</b>	SCALE 1" = 400'
	SHEET TITLE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG	FILENAME: 10JG0603
	COMMENTS		

Exhibit B  
Page 34 of 53

Walt Disney Parks  
Page 2 of 2

DESCRIPTION

A parcel of land lying in Sections 8 and 9, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at a nail & disk stamped "Boyle Eng. Corp." currently marking the Northwest corner of said Section 9, run along the West line of the Northwest 1/4 of said Section, S 00°01'49" W, 30.00 feet to a point on the Southerly right-of-way line of Seidel Road as recorded in Official Records Book 789, Page 243 of the Public Records of Orange County Florida and the Point of Beginning; thence continue along said right-of-way line N 89°46'07" E, 1325.89 feet to a point on the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 9 being 30.00 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section; thence continue along the presumed right-of-way line Seidel Road the following two courses N 89°46'07" E, 139.20 feet to a point of curvature of a curve concave Northerly having a radius of 357.66 feet, and a central angle of 23°38'05"; thence run Easterly along the arc of said curve, 147.53 feet; thence run along the North line of the Northwest 1/4 of said Section 9, N 89°46'12" E, 63.17 feet; thence S 08°37'23" W, 258.89 feet; thence S 33°11'17" W, 877.94 feet; thence S 55°03'52" W, 1274.60 feet; thence S 84°17'43" W, 108.64 feet to a point on the West line of the Northwest 1/4 of said Section 9 and being 1724.65 feet South of the Northwest corner of said Section; thence entering said Section 8 run S 84°17'43" W, 197.88 feet to a point on the Easterly boundary of a deed recorded in official records book 9327, page 367; thence run along said deed N 00°00'00" E, 1713.14 feet to a point on the aforementioned Seidel Road right-of-way; thence run along said right-of-way N 89°39'24" E, 197.81 feet to the Point of Beginning, containing 50.290 Acres, more or less.

SHEET 2 OF 2



SURVEYING AND  
MAPPING DEPARTMENT  
P.O.B. 10000  
LAKE BUENA VISTA  
FL. 32830-1000  
PHONE (407)560-7118  
FAX (407)560-7896

PROJECT AREA <b>OVERALL</b>	DATE: 7/21/09
UNIT NAME <b>HORIZON WEST PARCEL 2</b>	SCALE n/a
SHEET TITLE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
COMMENTS	FILENAME: 10JG0603

**LEGAL DESCRIPTION**  
**THIS IS NOT A SURVEY**

Compass Rose  
Page 1 of 7

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE RUN NORTH 89°40'37" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1361.39 FEET; THENCE DEPARTING SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, RUN SOUTH 00°19'23" EAST, 120.00 FEET; THENCE RUN SOUTH 89°40'37" WEST, 260.00 FEET; THENCE RUN SOUTH 00°19'23" EAST, 290.00 FEET; THENCE RUN SOUTH 89°40'37" WEST, 460.00 FEET; THENCE RUN SOUTH 00°19'23" EAST, 630.00 FEET; THENCE RUN NORTH 89°40'37" EAST, 236.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 91°36'24", AN ARC LENGTH OF 20.78 FEET, A CHORD LENGTH OF 18.64 FEET AND A CHORD BEARING OF SOUTH 44°31'11" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 476.62 FEET, A CENTRAL ANGLE OF 31°09'27", AN ARC LENGTH OF 259.19 FEET, A CHORD LENGTH OF 256.00 FEET AND A CHORD BEARING OF SOUTH 16°51'45" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 32°26'28" WEST, 477.27 FEET; THENCE RUN SOUTH 57°33'32" EAST, 550.00 FEET; THENCE RUN NORTH 32°26'28" EAST, 1041.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2453.07 FEET, A CENTRAL ANGLE OF 26°14'59", AN ARC LENGTH OF 1123.85 FEET, A CHORD LENGTH OF 1114.05 FEET AND A CHORD BEARING OF SOUTH 54°54'56" EAST TO A POINT ON THE CENTERLINE OF THE UNRECORDED RIGHT-OF-WAY FOR SEIDEL ROAD, AS IT NOW EXISTS; THENCE RUN NORTH 43°02'18" EAST, ALONG SAID CENTERLINE OF SEIDEL ROAD, 78.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CENTERLINE AND SAID CURVE, HAVING A RADIUS OF 593.56 FEET, A CENTRAL ANGLE OF 02°17'23", AN ARC LENGTH OF 23.72 FEET, A CHORD LENGTH OF 23.72 FEET AND A CHORD BEARING OF NORTH 44°11'00" EAST; THENCE DEPARTING SAID CENTERLINE OF SEIDEL ROAD, RUN SOUTH 30°08'04" EAST, 1108.82 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 89°45'44" WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 4, A DISTANCE OF 483.86 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 00°02'30" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 671.07 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 60°04'07" WEST, 236.27 FEET; THENCE RUN NORTH 64°36'58" WEST, 936.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 907.09 FEET, A CENTRAL ANGLE OF 01°08'42", AN ARC LENGTH OF 18.13 FEET, A CHORD LENGTH OF 18.13 FEET AND A CHORD BEARING OF SOUTH 08°03'26" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 408.87 FEET, A CENTRAL ANGLE OF 28°13'40", AN ARC LENGTH OF 201.44 FEET, A CHORD LENGTH OF 199.41 FEET AND A CHORD BEARING OF SOUTH 22°44'37" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 36°51'26" EAST, 89.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 25°48'04", AN ARC LENGTH OF 130.59 FEET, A CHORD LENGTH OF 129.49 FEET AND A CHORD BEARING OF SOUTH 23°57'24" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 516.29 FEET, A CENTRAL ANGLE OF 10°18'07", AN ARC LENGTH OF 92.83 FEET, A CHORD LENGTH OF 92.70 FEET AND A CHORD BEARING OF SOUTH 05°54'19" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS 2928.73 FEET, A CENTRAL ANGLE OF 01°58'00", AN ARC LENGTH OF 100.52 FEET, A CHORD LENGTH OF 100.52 FEET AND A CHORD BEARING OF SOUTH 01°44'16" EAST; THENCE RUN SOUTH 87°32'15" EAST, 243.37 FEET; THENCE RUN SOUTH 69°31'33" EAST, 196.50 FEET; THENCE RUN SOUTH 75°01'40" EAST, 97.75 FEET; THENCE RUN SOUTH 74°56'52" EAST, 280.71 FEET; THENCE RUN NORTH 70°43'13" EAST, 63.22 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID

SHEET 1 OF 7

Drawing name: L:\Data\20120093\Sketches\disney\_3-4-13\DISNEY PARCEL (2-4).dwg LEGALS



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4-24-27, BEING NORTH 89°47'18" EAST.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT BENEFIT OF TITLE.
4. THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
5. RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093  
DATE: 03-04-13  
SCALE: 1" = 400 FEET  
FIELD BY: N/A

CALCULATED BY: SEJ  
DRAWN BY: SEJ  
CHECKED BY: EGT

FOR THE LICENSED BUSINESS #8723 BY:  
  
JAMES L. RICKMAN, P.S.M. #5633

**LEGAL DESCRIPTION**  
**THIS IS NOT A SURVEY**

SECTION 4; THENCE RUN SOUTH 00°02'30" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 197.48 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 89°51'20" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1325.17 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 89°51'20" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1325.17 FEET TO A POINT ON THE WEST LINE OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 00°05'36" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1321.21 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE RUN NORTH 00°06'06" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2649.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND LYING WITHIN ANY RECORDED OR UNRECORDED PORTION OF THE ROAD RIGHT-OF-WAY FOR EXISTING SEIDEL ROAD.

LESS:

COMMENCE AT THE WEST 1/4 CORNER OF AFORESAID SECTION 4; THENCE RUN NORTH 89°45'44" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 1579.13 FEET TO A POINT ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°02'30" WEST, ALONG SAID PARALLEL LINE FOR A DISTANCE OF 485.14 FEET TO A POINT ON THE WESTERLY EDGE OF SEIDEL ROAD, BEING THE PRESUMED RIGHT-OF-WAY LINE PER FLORIDA STATUTES 95.381, FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY EDGE OF ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: SOUTH 23°58'12" EAST, FOR A DISTANCE OF 73.67 FEET; SOUTH 32°56'49" EAST FOR A DISTANCE OF 75.12 FEET; SOUTH 36°45'21" EAST FOR A DISTANCE OF 60.13 FEET; THENCE DEPARTING SAID WESTERLY EDGE OF ROAD, RUN NORTH 60°26'35" WEST FOR A DISTANCE OF 186.11 FEET; THENCE RUN NORTH 32°26'28" EAST FOR A DISTANCE OF 102.76 FEET TO AFORESAID POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 171.652 ACRES MORE OR LESS.

SHEET 2 OF 7

Drawing name: L:\Data\20120093\Sketches\disney\_3-4-13\DISNEY PARCEL (2-4).dwg LEGALS



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4-24-27, BEING NORTH 89°47'18" EAST.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT BENEFIT OF TITLE.
4. THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
5. RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093  
DATE: 03-04-13  
SCALE: 1" = 400 FEET  
FIELD BY: N/A

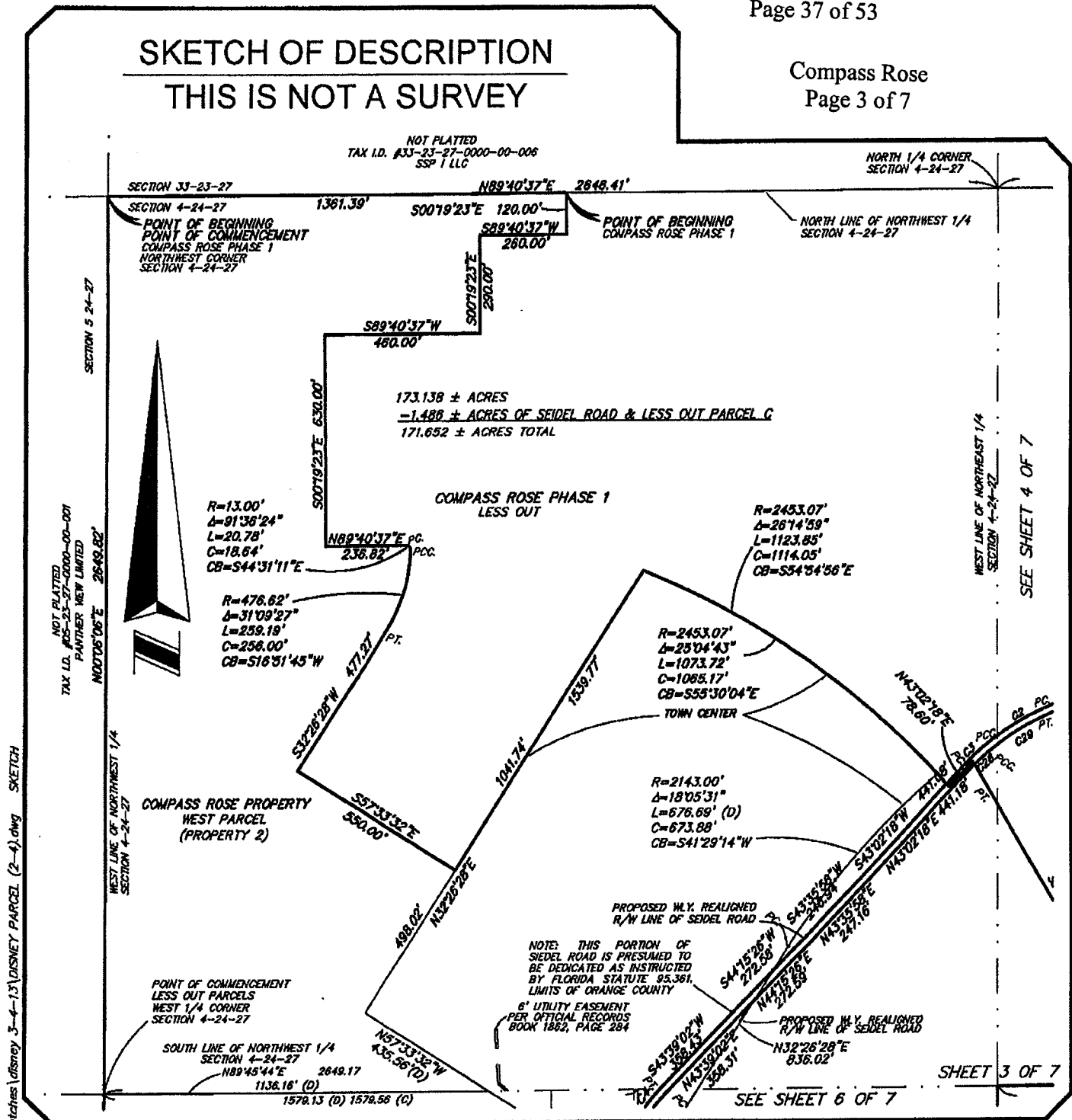
CALCULATED BY: SEJ  
DRAWN BY: SEJ  
CHECKED BY: EGT



Exhibit B  
Page 37 of 53

Compass Rose  
Page 3 of 7

**SKETCH OF DESCRIPTION  
THIS IS NOT A SURVEY**



Drawing name: L:\Data\20120093\Sketches\Disney 3-4-13\DISNEY PARCEL (2-4).dwg SKETCH

**ALLEN & COMPANY**  
PROFESSIONAL SURVEYORS & MAPPERS

16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**

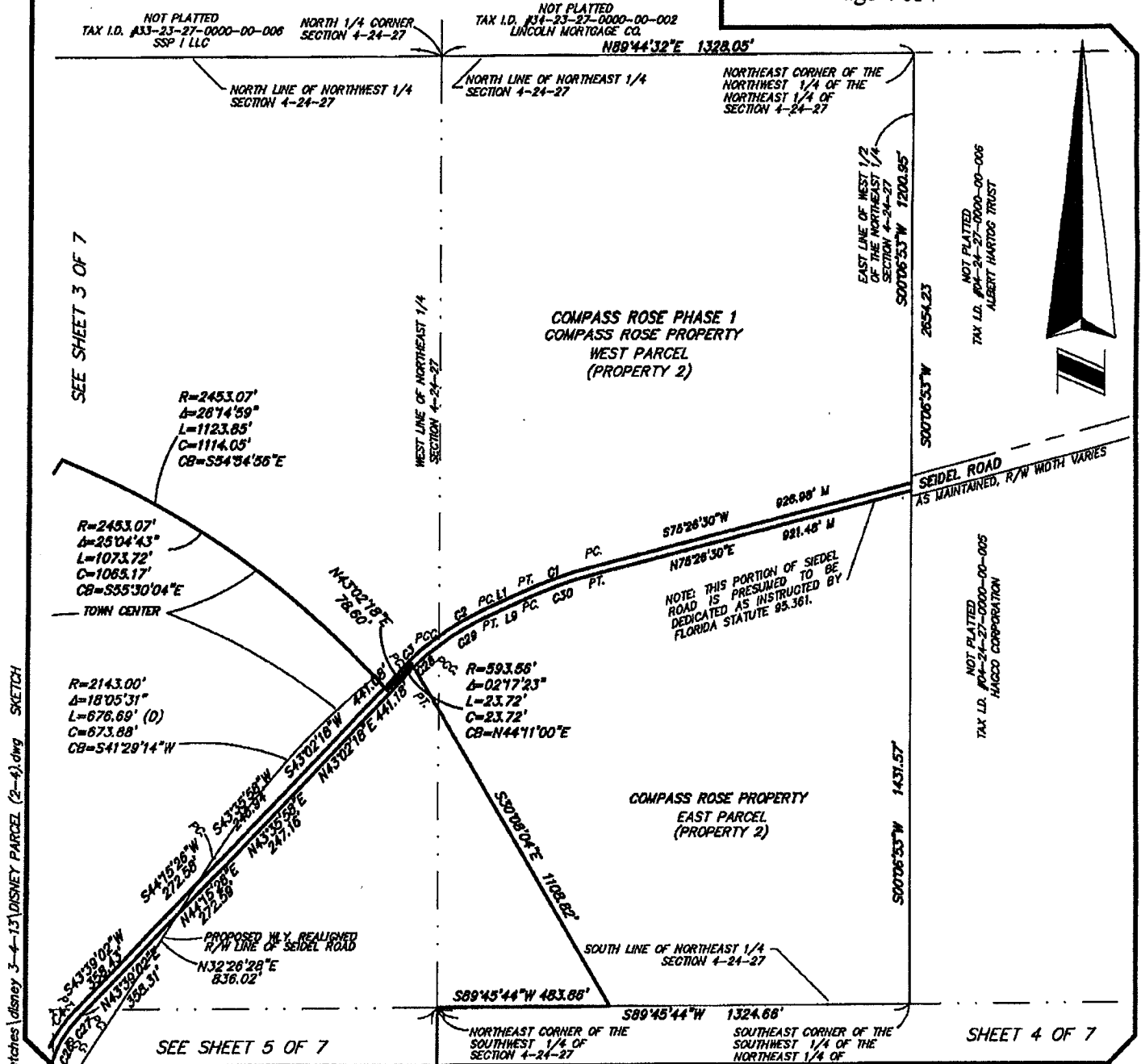
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4-24-27, BEING NORTH 89°47'18" EAST.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
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4. THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
5. RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093	CALCULATED BY: SEJ	SEE SHEET 7 OF 7 FOR LINE & CURVE TABLE
DATE: 03-04-13	DRAWN BY: SEJ	
SCALE: 1" = 400 FEET	CHECKED BY: EGT	
FIELD BY: N/A		

Exhibit B  
Page 38 of 53

Compass Rose  
Page 4 of 7

# SKETCH OF DESCRIPTION THIS IS NOT A SURVEY



Drawing name: L:\Data\20120093\Sketches\disney\_3-4-13\DISNEY PARCEL (2-4).dwg SKETCH

### SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4-24-27, BEING NORTH 89°47'18" EAST.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT BENEFIT OF TITLE.
4. THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
5. RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093  
 DATE: 03-04-13  
 SCALE: 1" = 400 FEET  
 FIELD BY: N/A

CALCULATED BY: SEJ  
 DRAWN BY: SEJ  
 CHECKED BY: EGT

SEE SHEET 7 OF 7  
FOR LINE & CURVE TABLE



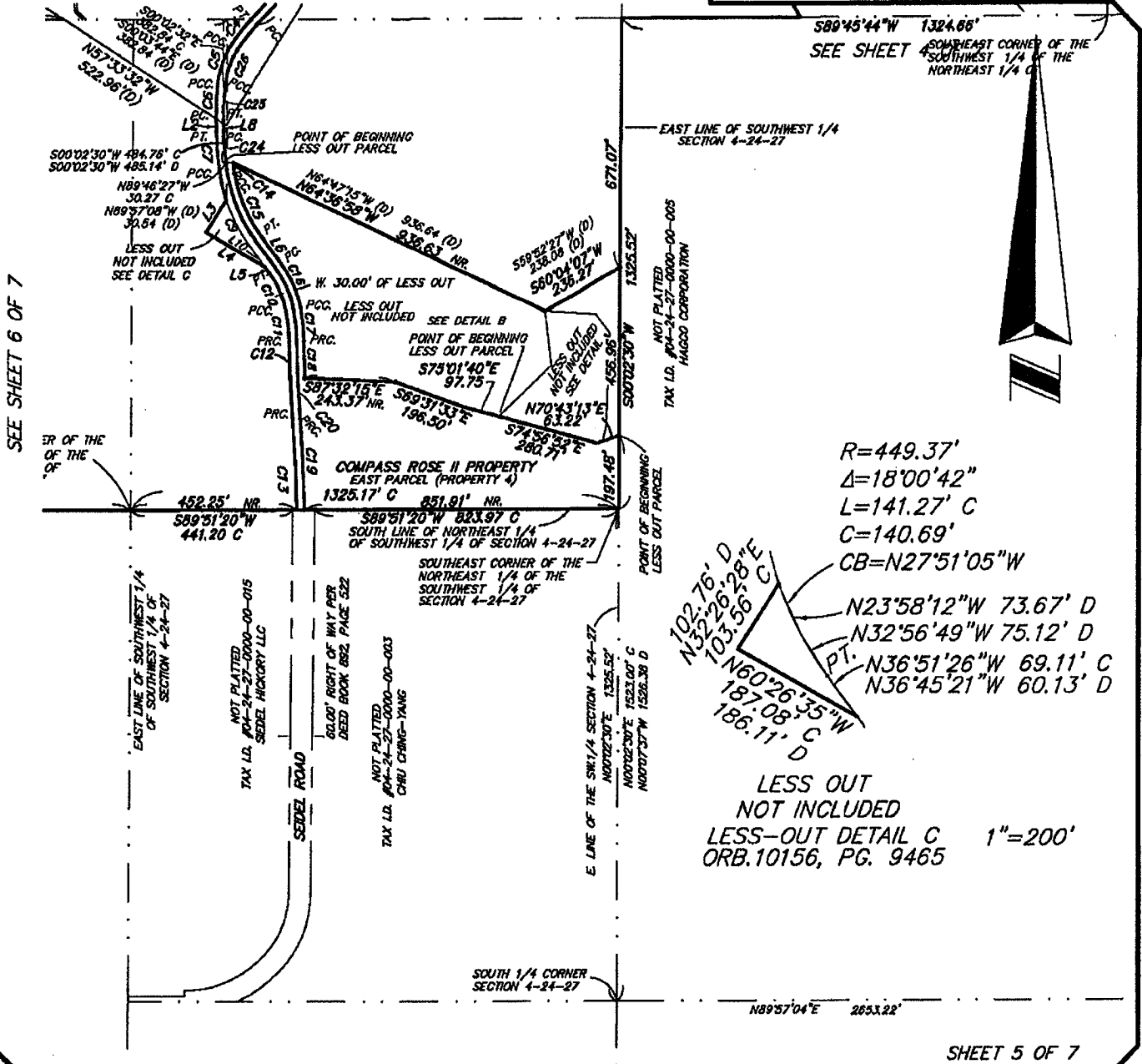
16 EAST PLANT STREET  
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Exhibit B  
Page 39 of 53

Compass Rose  
Page 5 of 7

# SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

SEE SHEET 3 OF 7



$R=449.37'$   
 $\Delta=18^{\circ}00'42''$   
 $L=141.27' C$   
 $C=140.69'$   
 $CB=N27^{\circ}51'05''W$   
 $N23^{\circ}58'12''W 73.67' D$   
 $N32^{\circ}56'49''W 75.12' D$   
 $N36^{\circ}51'26''W 69.11' C$   
 $N36^{\circ}45'21''W 60.13' D$   
 $N102^{\circ}26'35''W 187.08' C$   
 $N103^{\circ}26'28''E 103.56' C$   
 $N102^{\circ}26'35''W 186.11' D$   
 LESS OUT  
 NOT INCLUDED  
 LESS-OUT DETAIL C 1"=200'  
 ORB.10156, PG. 9465

SHEET 5 OF 7

Drawing name: L:\Data\20120093\Sketches\disney 3-4-13\DISNEY PARCEL (2-4).dwg SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4-24-27, BEING NORTH 89°47'18" EAST.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT BENEFIT OF TITLE.
4. THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
5. RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093  
 DATE: 03-04-13  
 SCALE: 1" = 400 FEET  
 FIELD BY: N/A

CALCULATED BY: SEJ  
 DRAWN BY: SEJ  
 CHECKED BY: EGT

SEE SHEET 7 OF 7  
FOR LINE & CURVE TABLE



**SKETCH OF DESCRIPTION**  
**THIS IS NOT A SURVEY**

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 66°01'23" E	112.61'
L2	S 02°04'04" E	30.75'
L3	S 32°28'28" W	103.56'
L4	S 80°28'35" E	187.08'
L5	S 36°51'26" E	18.93'
L6	S 36°51'26" E	89.05'
L7	N 36°51'26" W	89.05'
L8	N 02°04'04" W	20.48'
L9	N 66°01'23" E	112.61'
L10	N 36°51'26" W	69.11'

**LEGEND:**

ORB	OFFICIAL RECORDS BOOK	R	RADIUS
PG	PAGE	Δ	CENTRAL ANGLE
R/W	RIGHT-OF-WAY	L	ARC LENGTH
PC	POINT OF CURVATURE	C	CHORD LENGTH
PT	POINT OF TANGENCY	CB	CHORD BEARING
PCC	POINT OF COMPOUND CURVATURE		
PRC	POINT OF REVERSE CURVATURE		

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1251.55'	09°25'07"	205.74'	205.50'	S 70°43'57" W
C2	751.87'	15°45'33"	206.80'	206.15'	S 58°08'37" W
C3	604.08'	07°13'32"	76.18'	76.13'	S 46°39'04" W
C4	452.04'	11°04'59"	87.44'	87.31'	S 38°06'32" W
C5	239.35'	25°14'12"	105.42'	104.57'	S 19°56'57" W
C6	617.85'	09°00'47"	97.16'	97.08'	S 2°49'27" W
C7	947.59'	06°33'43"	108.52'	108.46'	S 5°20'55" E
C8	449.37'	10°12'57"	80.12'	80.02'	S 13°44'15" E
C9	449.37'	18°00'42"	141.27'	140.69'	S 27°51'5" E
C10	249.50'	25°48'04"	112.35'	111.41'	S 23°57'24" E
C11	475.79'	10°18'07"	85.55'	85.43'	S 05°54'19" E
C12	2869.23'	03°50'03"	198.69'	198.66'	S 02°40'17" E
C13	4751.00'	03°08'43"	258.04'	258.01'	S 03°01'57" E
C14	907.09'	01°08'42"	18.13'	18.13'	S 08°03'26" E
C15	408.87'	28°13'40"	201.44'	199.41'	S 22°44'37" E
C16	290.00'	25°48'04"	130.59'	129.49'	S 23°57'24" E
C17	516.29'	10°18'07"	92.83'	92.70'	S 05°54'19" E
C18	2928.73'	01°58'00"	100.52'	100.52'	S 01°44'16" E
C19	4772.00'	03°07'04"	259.67'	259.64'	N 03°01'47" W
C20	2948.23'	03°50'03"	197.29'	197.25'	N 02°40'17" W
C21	496.79'	10°18'07"	89.32'	89.20'	N 05°54'19" W
C22	270.50'	25°48'04"	121.81'	120.78'	N 23°57'24" W
C23	428.37'	28°13'40"	211.04'	208.92'	N 22°44'37" W
C24	926.59'	06°33'43"	106.12'	106.06'	N 05°20'55" W
C25	596.65'	09°23'55"	97.87'	97.78'	N 02°37'53" E
C26	218.35'	25°14'12"	96.17'	95.40'	N 19°56'57" E
C27	431.04'	11°04'59"	83.38'	83.25'	N 38°06'32" E
C28	583.06'	07°13'32"	73.53'	73.48'	N 46°39'04" E
C29	730.87'	15°45'33"	201.03'	200.39'	N 58°08'37" E
C30	1230.55'	09°25'07"	202.28'	202.06'	N 70°43'57" E

SHEET 7 OF 7

Drawing name: L:\Data\20120093\Sketches\disney\_3-4-13\DISNEY PARCEL (2-4).dwg SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

**SURVEYOR'S NOTES:**

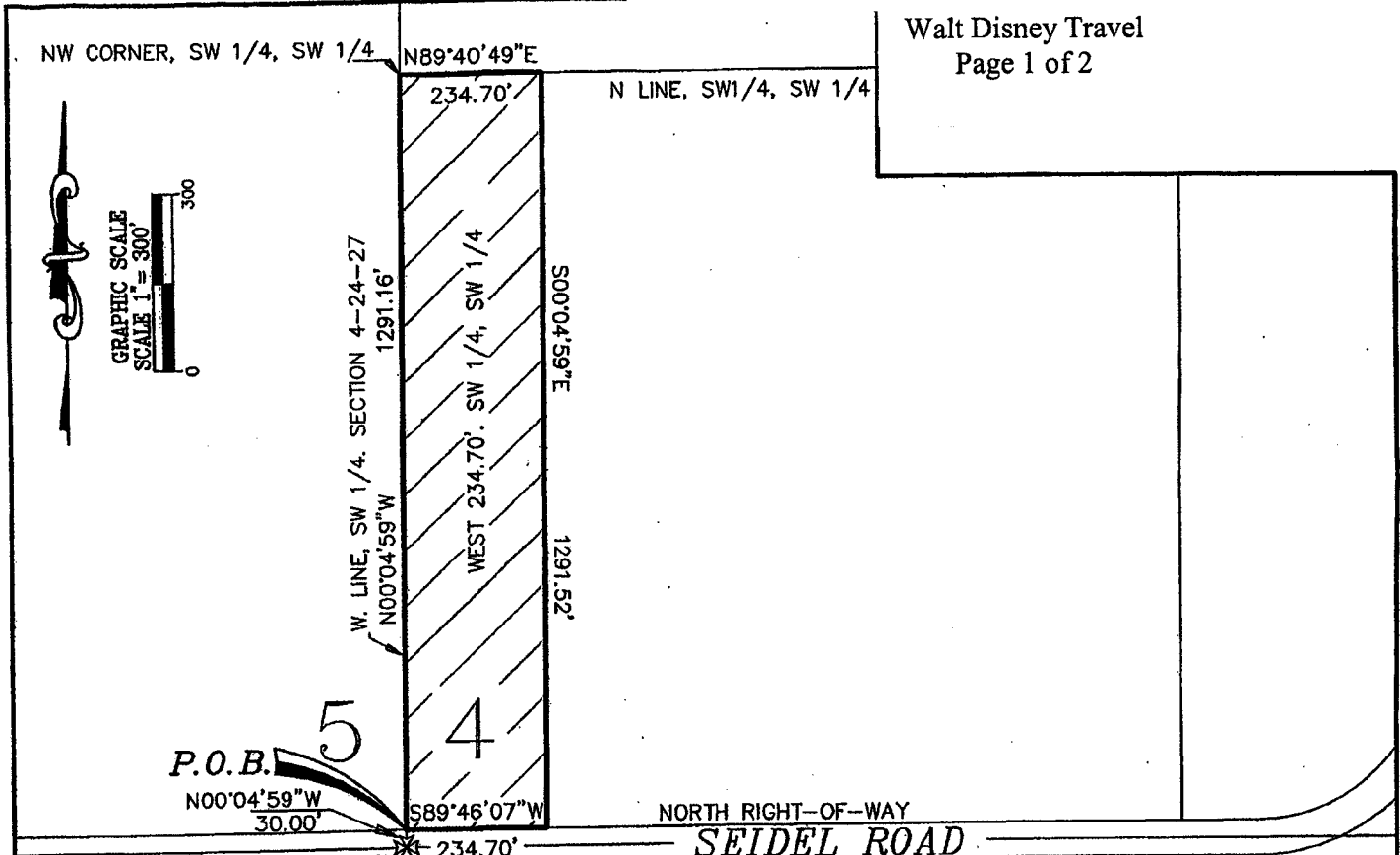
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4-24-27, BEING NORTH 88°47'18" EAST.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT BENEFIT OF TITLE.
4. THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
5. RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093	CALCULATED BY: SEJ
DATE: 03-04-13	DRAWN BY: SEJ
SCALE: 1" = 400 FEET	CHECKED BY: EGT
FIELD BY: N/A	

LINE & CURVE TABLE

Exhibit B  
Page 42 of 53

Walt Disney Travel  
Page 1 of 2



P.O.B. 5  
N00°04'59"W  
30.00'

4  
S89°46'07"W

NORTH RIGHT-OF-WAY  
**SEIDEL ROAD**  
DEED BOOK 789, PAGE 242

P.O.C.  
SW-CORNER, SEC 4-24-27

8 9

**ABBREVIATIONS**  
POB=POINT OF BEGINNING  
POC=POINT OF COMMENCEMENT

BEARINGS ARE BASED ON  
THE WEST LINE OF SECTION  
4 AS BEING N 00°04'59" W

**SURVEYOR'S NOTE**  
CHAPTER 61G17-6, FLORIDA  
ADMINISTRATIVE CODE REQUIRES  
THE FOLLOWING STATEMENT.  
**"THIS IS NOT A BOUNDARY SURVEY"**

**LEGAL DESCRIPTION**

The West 234.70 feet of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section, run along the West line of the Southwest 1/4 of said Section to a point on the Northerly right-of-way line of Seidel Road as described in official deed book 789, page 242 of the public records of this County, N 00°04'59" W, 30.00 feet, to the Point of Beginning; thence continue along said West line N 00°04'59" W, 1291.16 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section; thence run along the North line of the Southwest 1/4 of the Southwest 1/4 of said Section N 89°40'49" E, 234.70 feet; thence S 00°04'59" E, 1291.52 feet to a point on the aforementioned North right-of-way line; thence run along said right-of-way line S 89°46'07" W, 234.70 feet, to the Point of Beginning, containing 6.957 acres more or less.

Horace T. Joiner, III R.L.S.  
Florida Certificate No. 4913  
WALT DISNEY WORLD CO. Survey Department (LB 308)  
751 Backstage Lane, Bay Lake, Florida 32830-1000  
NOTE: Not valid without the signature and the original raised seal of the Florida-licensed surveyor and mapper.



SURVEYING AND  
MAPPING DEPARTMENT  
P.O.B. 10000  
LAKE BUENA VISTA  
FL. 32830-1000  
PHONE (407)560-7118  
FAX (407)560-7869

FILING AREA	ORANGE COUNTY, FLORIDA	DATE:	6/24/09
PROJECT NAME	HORIZONS WEST PARCEL 1	SCALE	1" = 300'
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:	JLG
COMMENTS	WALT DISNEY TRAVEL Co., Inc.	FILENAME:	10JG09007

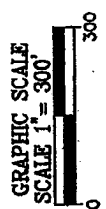
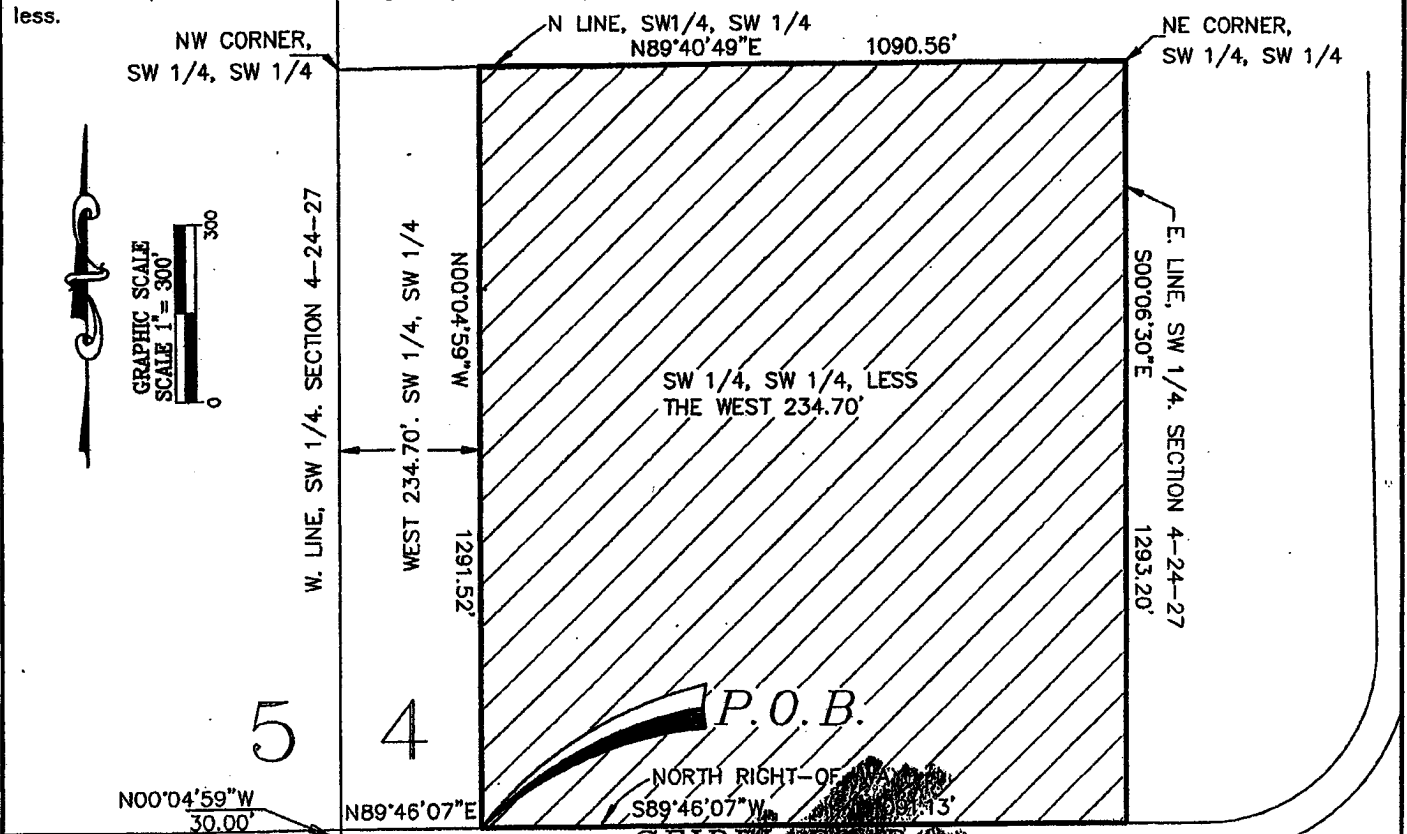
Exhibit B  
Page 43 of 53

Walt Disney Travel  
Page 2 of 2

DESCRIPTION

The Southwest 1/4 of the Southwest 1/4 (less the West 234.70 feet) of Section 4, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section, run along the West line of the Southwest 1/4 of said Section to a point on the Northerly right-of-way line of Seidel Road as described in official deed book 789, page 242 of the public records of this County, N 00°04'59" W, 30.00 feet; thence run along said right-of-way N 89°46'07" E, 234.70 to the Point of Beginning; thence departing said right-of-way line run N 00°04'59" W, 1291.52 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section; thence run along said line N 89°40'49" E, 1090.56 feet to the Northeast corner thereof; thence run along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section S 00°06'30" E, 1293.20 feet to a point on the aforementioned right-of-way line; thence run along said right-of-way S 89°46'07" W, 1091.13 feet, to the Point of Beginning, containing 32.364 acres more or less.



SW CORNER, SEC 4-24-27  
 8 9  
 Horace T. Joiner, III R.L.S. *Horace T. Joiner*  
 Florida Certificate No. 4913 6/24/09  
 WALT DISNEY WORLD CO. Survey Department  
 751 Backstage Lane, Bay Lake, Florida 32830-1000  
 NOTE: Not valid without the signature and the original map of a Florida licensed surveyor and mapper.

ABBREVIATIONS  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 4 AS BEING N 00°04'59" W

SURVEYOR'S NOTE  
 CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE REQUIRES THE FOLLOWING STATEMENT.  
**"THIS IS NOT A BOUNDARY SURVEY"**

SEIDEL ROAD  
 DEED BOOK 789 PAGE 242



	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7889	FILING AREA <b>WDW OVERALL</b>	DATE: <b>6/24/09</b>
		PROJECT NAME <b>HORIZONS WEST PARCEL 1</b>	SCALE <b>1" = 300'</b>
		SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: <b>JLG</b>
		COMMENTS <b>WALT DISNEY WORLD CO.</b>	FILENAME: <b>10JG09006</b>

Exhibit B  
Page 44 of 53

SKETCH OF DESCRIPTION

SHEET 1 OF 3

Meritage  
Page 1 of 3

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°40'37" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1361.39 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°40'37" EAST, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1285.03 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE RUN NORTH 89°44'32" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1328.05 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE RUN SOUTH 00°06'53" WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2654.23 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 89°45'44" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 840.79 FEET; THENCE DEPARTING SAID SOUTH OF THE NORTHEAST QUARTER OF SAID SECTION 4, RUN NORTH 30°08'04" WEST, 1108.82 FEET TO THE CENTERLINE OF THE UNRECORDED RIGHT-OF-WAY FOR SEIDEL ROAD, AS IT NOW EXIST, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CENTERLINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 593.56 FEET, A CENTRAL ANGLE OF 02°17'23", AN ARC LENGTH OF 23.72 FEET, A CHORD LENGTH OF 23.72 FEET AND A CHORD BEARING OF SOUTH 44°11'00" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 43°02'18" WEST, ALONG SAID CENTERLINE, 78.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE DEPARTING SAID CENTERLINE, RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2453.07 FEET, A CENTRAL ANGLE OF 26°14'59", AN ARC LENGTH OF 1123.85 FEET, A CHORD LENGTH OF 1114.05 FEET AND A CHORD BEARING OF NORTH 54°54'56" WEST; THENCE RUN SOUTH 32°26'28" WEST, NON-TANGENT TO SAID CURVE, 1041.74 FEET; THENCE RUN NORTH 57°33'32" WEST, 550.00 FEET; THENCE RUN NORTH 32°26'28" EAST, 477.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 476.62 FEET, A CENTRAL ANGLE OF 31°09'27", AN ARC LENGTH OF 259.19 FEET, A CHORD LENGTH OF 256.00 FEET AND A CHORD BEARING OF NORTH 16°51'45" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 91°36'24", AN ARC LENGTH OF 20.78 FEET, A CHORD LENGTH OF 18.64 FEET AND A CHORD BEARING OF NORTH 44°31'11" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°40'37" WEST, 236.82 FEET; THENCE RUN NORTH 00°19'23" WEST, 630.00 FEET; THENCE RUN NORTH 89°40'37" EAST, 460.00 FEET; THENCE RUN NORTH 00°19'23" WEST, 290.00 FEET; THENCE RUN NORTH 89°40'37" EAST, 260.00 FEET; THENCE RUN NORTH 00°19'23" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

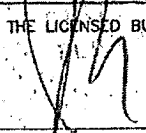
LESS AND EXCEPT: THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND LYING WITHIN ANY RECORDED OR UNRECORDED PORTION OF THE ROAD RIGHT-OF-WAY FOR EXISTING SEIDEL ROAD.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 140.87 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

sk1

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 4-24-27 BEING AN ASSUMED BEARING OF N89°45'44"E.

JOB NO. 20120161	CALCULATED BY: JLR	FOR THE LICENSED BUSINESS # 6723 BY:  JAMES L. RICKMAN P.S.M. # 5633
DATE: 2-28-2013	DRAWN BY: PJR	
SCALE: 1" = 500 FEET	CHECKED BY: EGT	
FIELD BY: N/A		



**ALLEN & COMPANY**

Professional Surveyors & Mappers

213 SOUTH DILLARD Street  
Winter Garden, Florida 34787 \* (407) 654 5355

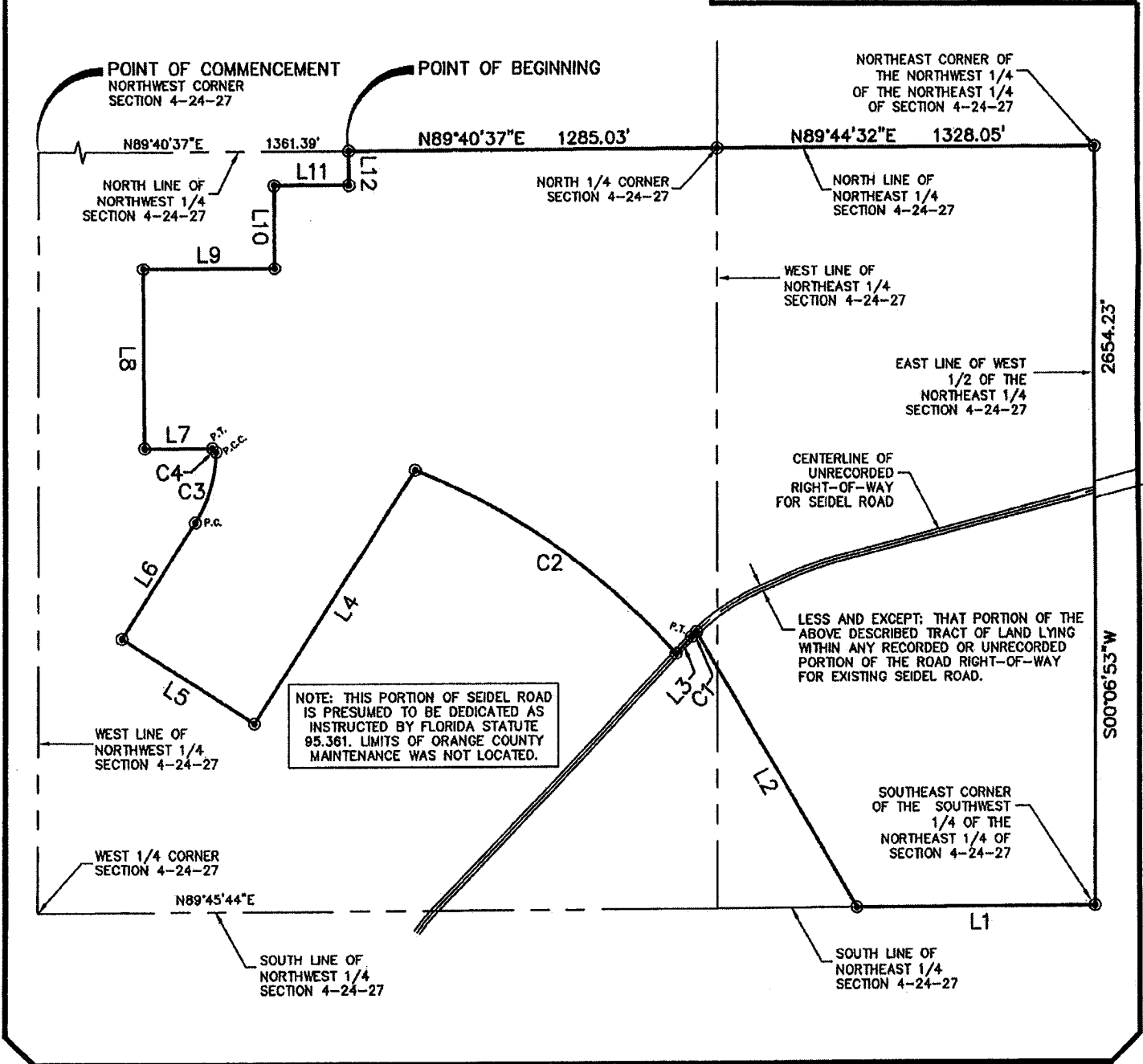


Exhibit B  
Page 45 of 53

Meritage  
Page 2 of 3

# SKETCH OF DESCRIPTION

SHEET 2 OF 3



NOTE: THIS PORTION OF SEIDEL ROAD IS PRESUMED TO BE DEDICATED AS INSTRUCTED BY FLORIDA STATUTE 95.361. LIMITS OF ORANGE COUNTY MAINTENANCE WAS NOT LOCATED.

sk1

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE



213 SOUTH DILLARD Street  
Winter Garden, Florida 34787 • (407) 654 5355

JOB NO. 20120161  
DATE: 2-28-2013  
SCALE: 1" = 500 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 46 of 53

Meritage  
Page 3 of 3

# SKETCH OF DESCRIPTION

SHEET 3 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	840.79'	S89°45'44"W
L2	1108.82'	N30°08'04"W
L3	78.60'	S43°02'18"W
L4	1041.74'	S32°26'28"W
L5	550.00'	N57°33'32"W
L6	477.27'	N32°26'28"E
L7	236.82'	S89°40'37"W
L8	630.00'	N00°19'23"W
L9	460.00'	N89°40'37"E
L10	290.00'	N00°19'23"W
L11	260.00'	N89°40'37"E
L12	120.00'	N00°19'23"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	593.56'	23.72'	23.72'	S44°11'00"W	2°17'23"
C2	2453.07'	1123.85'	1114.05'	N54°54'56"W	26°14'59"
C3	476.62'	259.19'	256.00'	N16°51'45"E	31°09'27"
C4	13.00'	20.78'	18.64'	N44°31'11"W	91°36'24"



**ALLEN  
&  
COMPANY**

Surveying, Engineering & Mapping

213 SOUTH DILLARD Street  
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk1

JOB NO. 20120161  
 DATE: 2-28-2013  
 SCALE: 1" = 500 FEET  
 FIELD BY: N/A

CALCULATED BY: JLR  
 DRAWN BY: PJR  
 CHECKED BY: EGT

Exhibit B  
Page 47 of 53

SKETCH OF DESCRIPTION  
SHEET 1 OF 4

Seidel East  
Page 1 of 4

PARCEL 13 ( Tax ID # 05-24-27-0000-000-05 )

OWNER: SEIDEL EAST LLC

LEGAL DESCRIPTION ( per Official Records Book 9072, Page 596 ):

A parcel of land lying in Section 5, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

That part of the following described property lying East of State Road 429.

The Southeast 1/4 ( less the South 30 feet for road ) and the East 1/2 of the Southwest 1/4 East of the road ( less the South 30 feet for road ) and the South 66 feet of the Southwest 1/4 of the Northeast 1/4 ( less that part of the South 66 feet of the Southwest 1/4 of the Northeast 1/4 lying North and East of the Lake ) and that part of the Southwest 1/4 of the Northeast 1/4 lying South of Lake adjacent to the parcel located on the South 66 feet thereof ( less begin on the East right-of-way line of SR 545, 1061 feet more or less South of the North line of the South 1/2 of the Section, run North 83 degrees East 50 feet, then North 7 degrees West 35 feet, then South 83 degrees West 50 feet to a point on the said right-of-way line, then Southerly along the right-of-way line to the point of beginning, all in Section 5, Township 24 South, Range 27 East, Orange County, Florida.

CONTINUED ON SHEET 2 OF 4

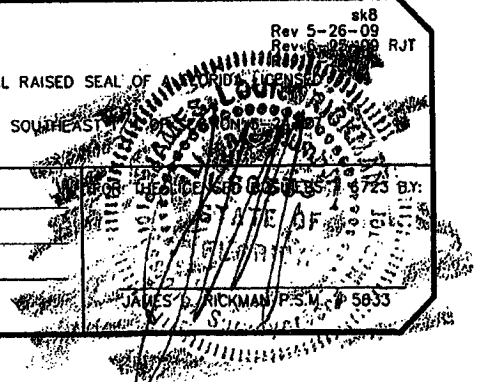
SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST BEING AN ASSUMED BEARING OF S00°05'35"W.

JOB NO. 28096  
DATE: 3-18-09  
SCALE: 1" = 600 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

Exhibit B  
Page 48 of 53

SKETCH OF DESCRIPTION

Seidel East  
Page 2 of 4

SHEET 2 OF 4

PARCEL 13 ( Tax ID # 05-24-27-0000-000-05 )  
OWNER: SEIDEL EAST LLC

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

A parcel of land lying Easterly of State Road 429, comprising a portion of Section 5, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Northeast corner of the Southeast 1/4 of aforesaid Section 5; thence run South 00°05'36" West along the East line of said Southeast 1/4 for a distance of 2612.42 feet to a point on the Northerly right-of-way line of Seidel Road per Deed Book 789, Page 5 of the Public Records of Orange County, Florida; thence departing said East line run South 89°49'29" West along said Northerly right-of-way line for a distance of 2592.40 feet to a point on the Easterly right-of-way line of the Western Beltway, SR 429, per Orlando - Orange County Expressway Authority, Project No. 75320-6460-653; thence departing said Northerly right-of-way line run the following courses and distances along said Easterly right-of-way line; North 23°37'46" West for a distance of 681.66 feet; thence run North 29°20'24" West for a distance of 251.25 feet; thence run North 23°37'46" West for a distance of 267.42 feet; thence run North 10°26'40" West for a distance of 197.21 feet to a point on a non tangent curve concave Northeasterly and having a radius of 5529.58 feet, a chord bearing of North 20°11'48" West and a chord length of 193.01 feet; thence run Northwesterly along said curve through a central angle of 2°00'00" for an arc distance of 193.02 feet; thence run North 22°34'56" West for a distance of 487.14 feet to a point on a non tangent curve concave Northeasterly and having a radius of 5579.58 feet, a chord bearing of North 10°41'48" West and a chord length of 681.25 feet; thence run Northwesterly along said curve through a central angle of 7°00'00" for an arc distance of 681.67 feet; thence run North 00°49'43" West for a distance of 20.51 feet to a point on the North line of the Southwest 1/4 of said Section 5; thence departing said Easterly right-of-way line run North 89°43'21" East along said North line for a distance of 866.06 feet to a point on the East line of said Northwest 1/4; thence departing said North line run North 00°05'47" East for a distance of 66.00 feet to a point on the North line of the South 66.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence run North 89°43'21" East along said North line for a distance of 1325.17 feet to a point on the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence departing said North line run South 00°05'57" West along said East line for a distance of 66.00 feet to a point on the North line of the Southeast 1/4 of said Section 5; thence departing said East line run North 89°43'21" East along said North line for a distance of 1325.17 feet to aforesaid POINT OF BEGINNING. Contains 189.31 acres more or less.

LESS: Public Right-of-Way per Deed Book 504, Page 594 and Deed Book 504, Page 595, Public Records of Orange County, Florida. Contains 2.16 acres more or less.

Containing 187.15 net acres more or less.



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊔ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk8  
Rev 5-26-09  
Rev 6-25-09 RJT  
Rev 7-22-09

JOB NO. <u>28096</u>	CALCULATED BY: <u>RT</u>
DATE: <u>3-18-09</u>	DRAWN BY: <u>PJR</u>
SCALE: <u>1" = 600 FEET</u>	CHECKED BY: <u>EGT</u>
FIELD BY: <u>N/A</u>	

Exhibit B  
Page 49 of 53

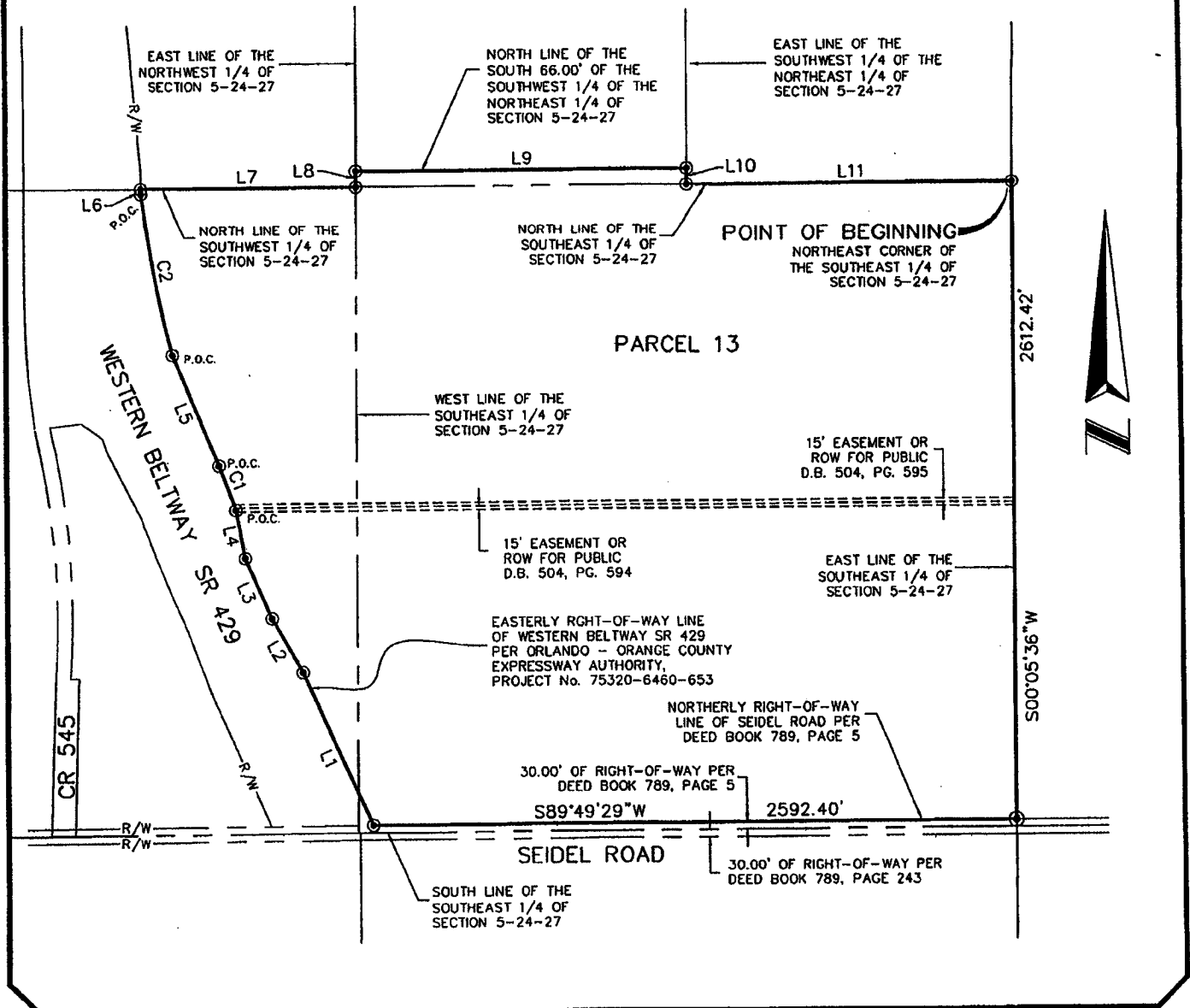
SKETCH OF DESCRIPTION

Seidel East  
Page 3 of 4

SHEET 3 OF 4

PARCEL 13 ( Tax ID # 05-24-27-0000-000-05 )

OWNER: SEIDEL EAST LLC



**ALLEN COMPANY**  
Professional Surveyors & Mappers

213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 \* (407) 654 5355

**THIS IS NOT A SURVEY:**

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk8  
Rev 5-26-09  
Rev 6-23-09 RJT  
Rev 7-22-09

JOB NO. 28096	CALCULATED BY: RT
DATE: 3-18-09	DRAWN BY: PJR
SCALE: 1" = 600 FEET	CHECKED BY: EGT
FIELD BY: N/A	

Exhibit B  
Page 50 of 53

SKETCH OF DESCRIPTION

Seidel East  
Page 4 of 4

SHEET 4 OF 4

PARCEL 13 ( Tax ID # 05-24-27-0000-000-05 )

OWNER: SEIDEL EAST LLC

LINE TABLE		
LINE	LENGTH	BEARING
L1	681.66'	N23°37'46"W
L2	251.25'	N29°20'24"W
L3	267.42'	N23°37'46"W
L4	197.21'	N10°26'40"W
L5	487.14'	N22°34'56"W
L6	20.51'	N00°49'43"W
L7	866.06'	N89°43'21"E
L8	66.00'	N00°05'47"E
L9	1325.17'	N89°43'21"E
L10	66.00'	S00°05'57"W
L11	1325.17'	N89°43'21"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	5529.58'	193.02'	193.01'	N20°11'48"W	2°00'00"
C2	5579.58'	681.67'	681.25'	N10°41'48"W	7°00'00"



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊙ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

skB  
Rev 5-26-09  
Rev 6-25-09 RJT  
Rev 7-22-09

JOB NO. 28096  
DATE: 3-18-09  
SCALE: 1" = 600 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT

Exhibit B  
Page 51 of 53

SKETCH OF DESCRIPTION

SSP I  
Page 1 of 2

SHEET 1 OF 2

PARCEL 3 ( Tax ID # 33-23-27-0000-00-006 )

OWNER: SSP I LLC

LEGAL DESCRIPTION ( per Official Records Book 8167, Page 2155 ):

Begin at the South 1/4 corner of Section 33, Township 23 South, Range 27 East; run thence South 89°26'38" West 2646.65 feet to the Southwest corner of said Section 33; thence North 2648.94 feet to the West 1/4 corner of said section 33; thence North 89°35'26" East along the 1/4 Section line 3541.95 feet; thence South 0°10' East 2641.19 feet to the South line of the Southeast 1/4 of said Section 33; thence South 89°31'52" West 903.03 feet to the Point of Beginning, LESS the West 30 feet thereof.

ALSO BEING DESCRIBED AS ( prepared by this Surveyor ):

BEGIN at the South 1/4 corner of Section 33, Township 23 South, Range 27 East thence run South 89°40'37" West along the South line of the Southwest 1/4 of said Section 33 for a distance of 2616.41 feet to a point on the East line of the West 30.00 feet of said Southwest 1/4; thence departing said South line run North 00°13'49" East along said East line for a distance of 2648.48 feet to a point on the North line of the Southwest 1/4 of Section 33; thence departing said East line run North 89°49'13" East along said North line, and the North line of the Southeast 1/4 of said Section 33 for a distance of 3530.39 feet to a point on the West line of the East 1730 feet of the Southeast 1/4 of said Section 33; thence departing said North line run South 00°01'51" East along said West line for a distance of 2640.60 feet to a point on the South line of the Southeast 1/4 of said Section 33; thence run South 89°44'32" West along said South line for a distance of 926.07 feet to aforesaid POINT OF BEGINNING.

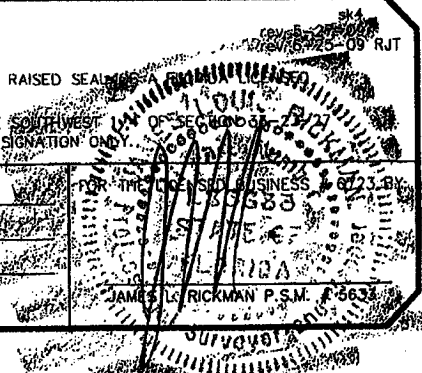
Containing 214.66 acres more or less.

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33 AS BEING AN ASSUMED BEARING OF S89°40'37"W FOR ANGULAR DESIGNATION ONLY.

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 600 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: EGT



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 \* ( 407 ) 654 5355

Exhibit B  
Page 52 of 53

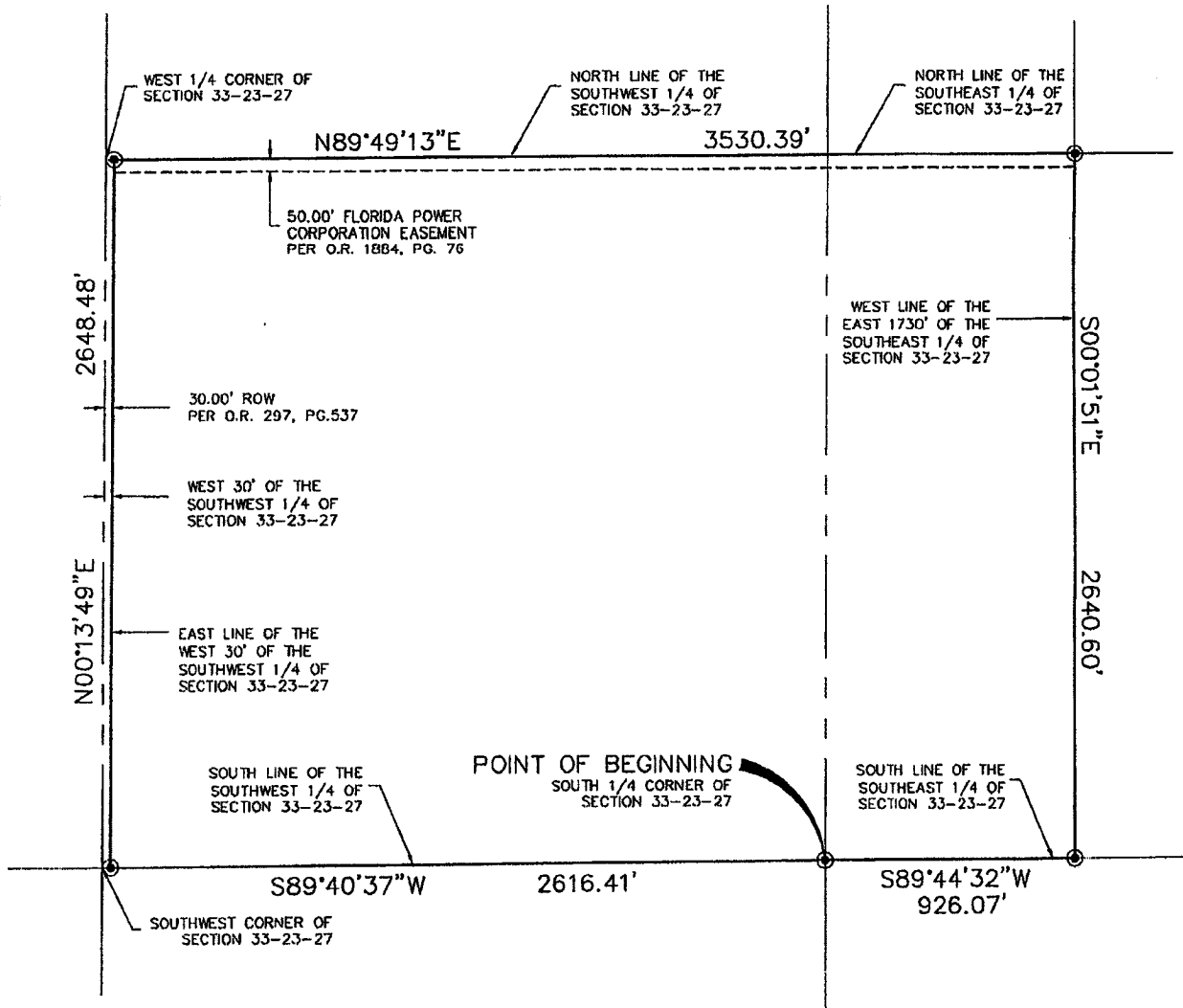
SKETCH OF DESCRIPTION

SSP I  
Page 2 of 2

SHEET 2 OF 2

Parcel 3 ( Tax ID # 33-23-27-0000-00-006 )

OWNER: SSP I LLC



213 S. Dillard St., Suite 210  
Winter Garden, Florida 34787 • ( 407 ) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk4  
rev 5-27-09  
rev 6-25-09 RJT

JOB NO. 28096  
DATE: 3-17-09  
SCALE: 1" = 600 FEET  
FIELD BY: N/A

CALCULATED BY: RT  
DRAWN BY: PJR  
CHECKED BY: ECT

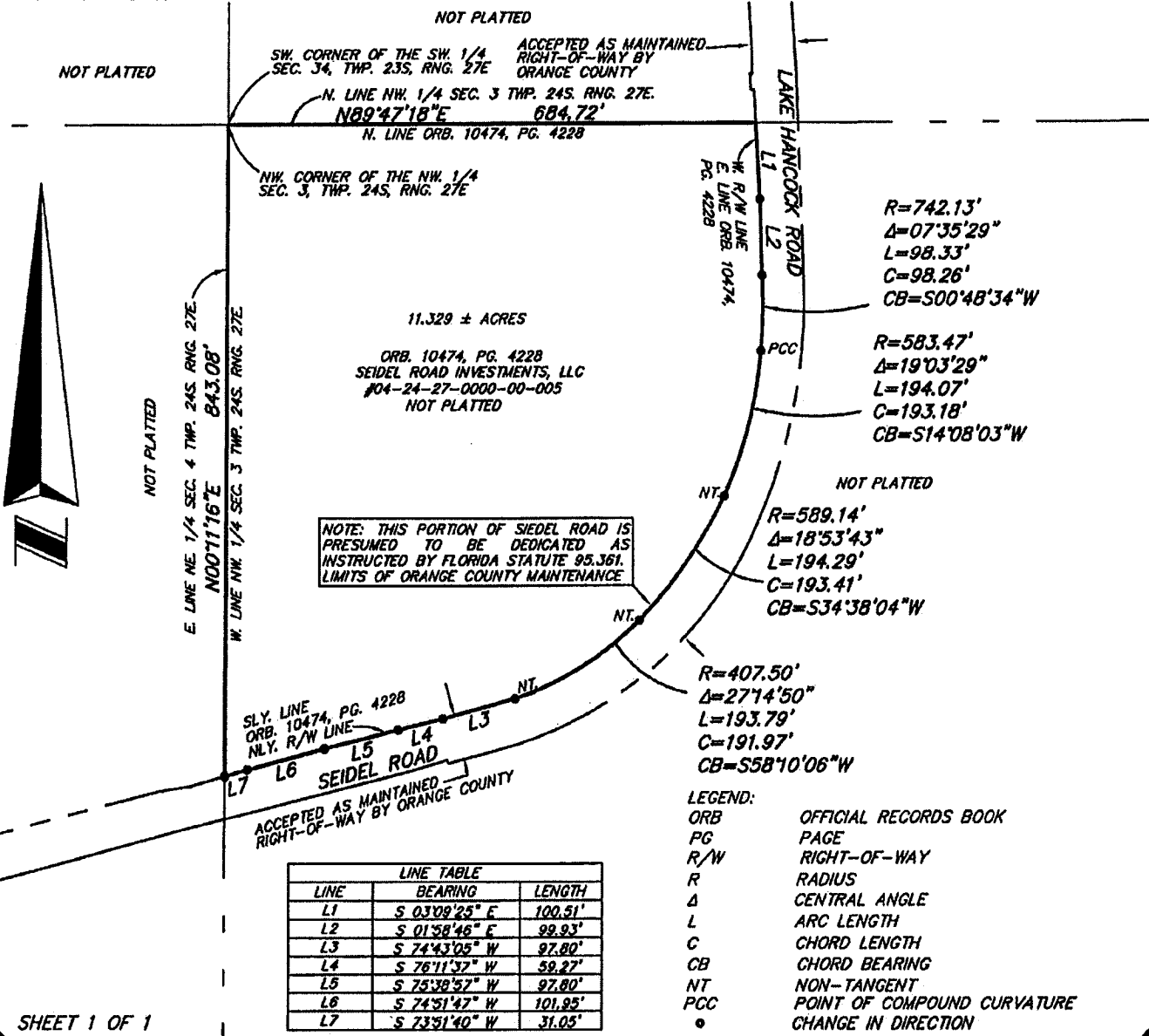


Exhibit B  
Page 53 of 53

# LEGAL DESCRIPTION THIS IS NOT A SURVEY

Seidel Road Investments  
Page 1 of 1

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27 EAST, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LYING NORTHERLY AND WESTERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE HANCOCK ROAD.



Drawing name: L:\Data\20120093\Sketches\SEIDEL INVESTMENT PARCEL.dwg PAPER

SHEET 1 OF 1

**ALLEN & COMPANY**  
16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

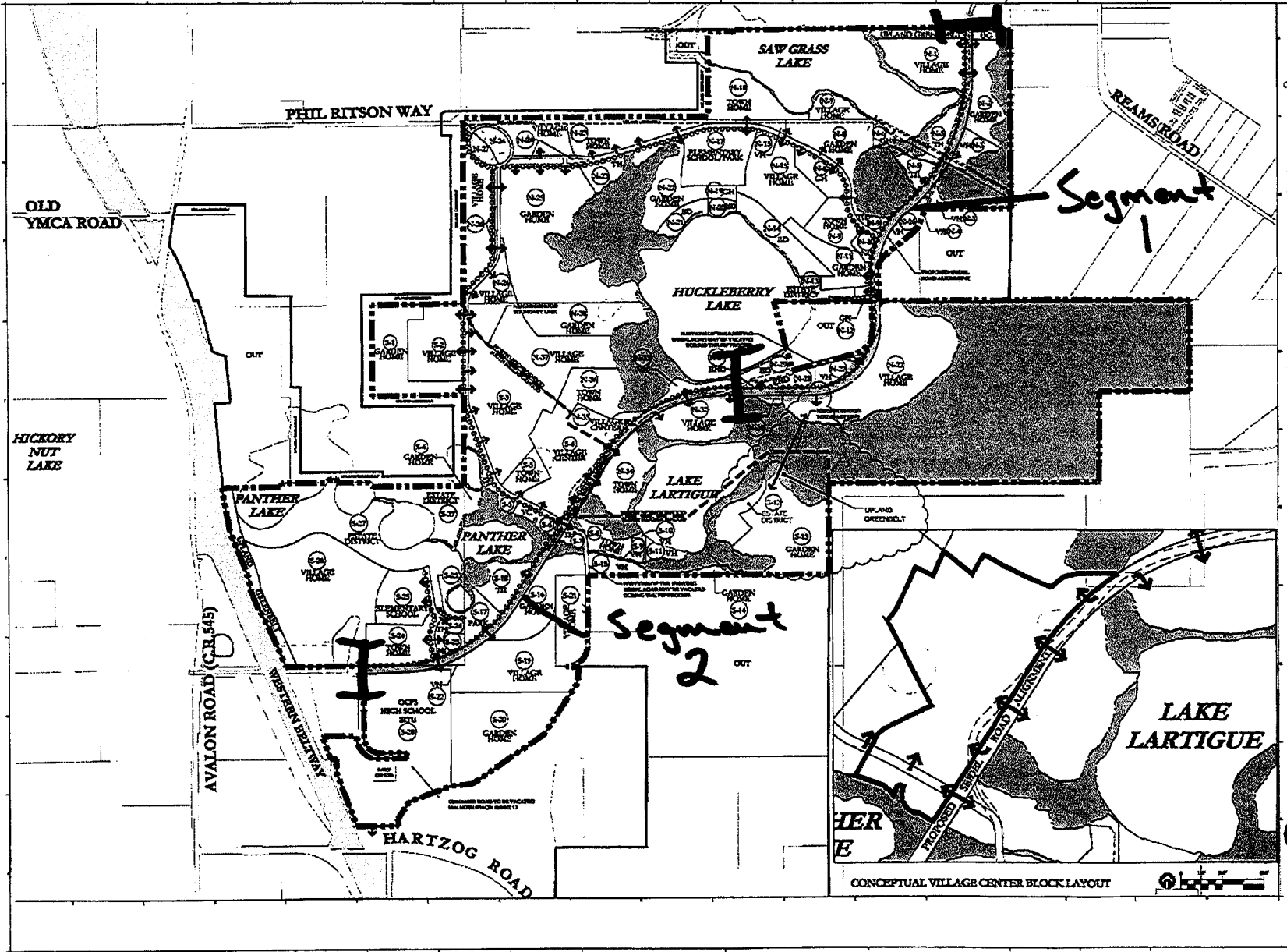
**SURVEYOR'S NOTES:**

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3-24-27, BEING NORTH 89°47'18" EAST.
- THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT BENEFIT OF TITLE.
- THE DELINEATION OF THE LANDS SHOWN HEREON IS AS THE CLIENT'S INSTRUCTIONS.
- RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.

JOB NO. 20120093	CALCULATED BY: SEJ	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 02-27-13	DRAWN BY: SEJ	
SCALE: 1" = 200 FEET	CHECKED BY: EGT	
FIELD BY: N/A		

JAMES L. RICKMAN, P.S.M. #5633

# Phase I



- PROPERTY BOUNDARY
- PROPOSED ROADWAY
- EXISTING ROADWAY
- WATER BODY
- WETLAND
- ENCLOSURE
- APPROXIMATE EASEMENT
- ACCESS TO OFF ROAD
- ACCESS TO OFF ROAD
- ACCESS TO OFF ROAD
- ACCESS TO OFF ROAD

- 1. SITE PREPARATION
- 2. CONSTRUCTION
- 3. INSTALLATION
- 4. OPERATION
- 5. MAINTENANCE
- 6. DEMOLITION
- 7. REPAIR
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Exhibit C  
Page 1 of 3

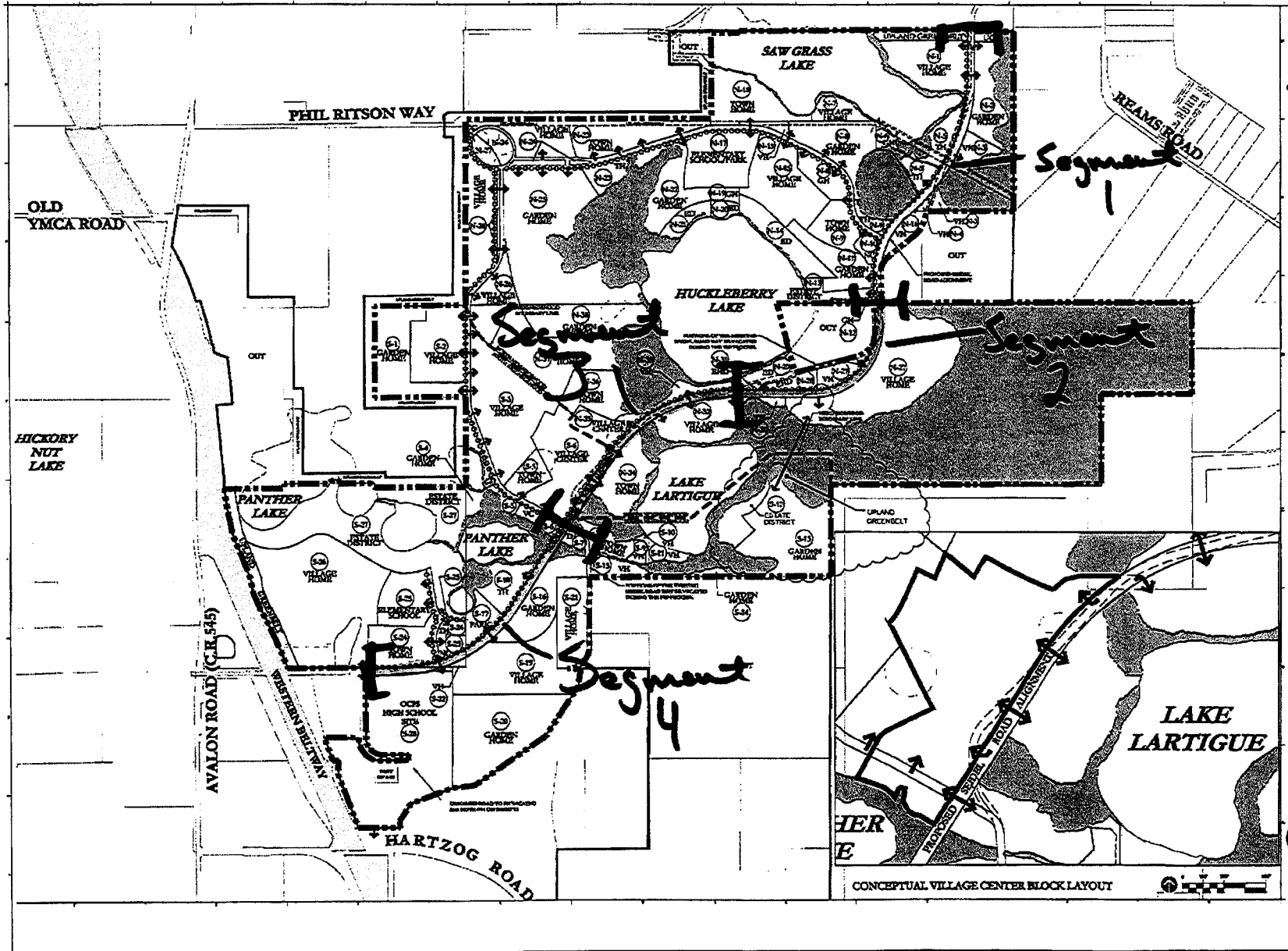
ORLANDO, FLORIDA  
CREDIT TO: LANT

Project de Phoenix, LLC  
2500 Phoenix Lane, Suite 100, Phoenix, AZ 85024  
Tel: 480.441.1111 Fax: 480.441.1112  
www.phoenixllc.com



DATE PLOTTED: 11/14/2013 10:58:11 AM

# Phase II



- PROJECT BOUNDARY
- NEIGHBORHOOD BOUNDARY LINE
- VILLAGE F BOUNDARY
- WATER BODY
- WETLAND
- ROADWAY
- APPROXIMATE RIGHT-OF-WAY
- APPROXIMATE APPROPRIATE ROAD
- APPROXIMATE ACCESS DRIVE
- APPROXIMATE TRAIL

DATE	DESCRIPTION
11/11/11	PRELIMINARY LAYOUT
12/15/11	REVISED LAYOUT
01/10/12	REVISED LAYOUT
02/07/12	REVISED LAYOUT
03/07/12	REVISED LAYOUT
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12/21/24	REVISED LAYOUT

PROJECT NAME: VILLAGE F

ORANGE COUNTY, FLORIDA

2011 VILLAGE LAND USE PLAN

EDIT NO: 6 OF 15

DATE: 11/11/11

Prepared by: [Signature]

Checked by: [Signature]

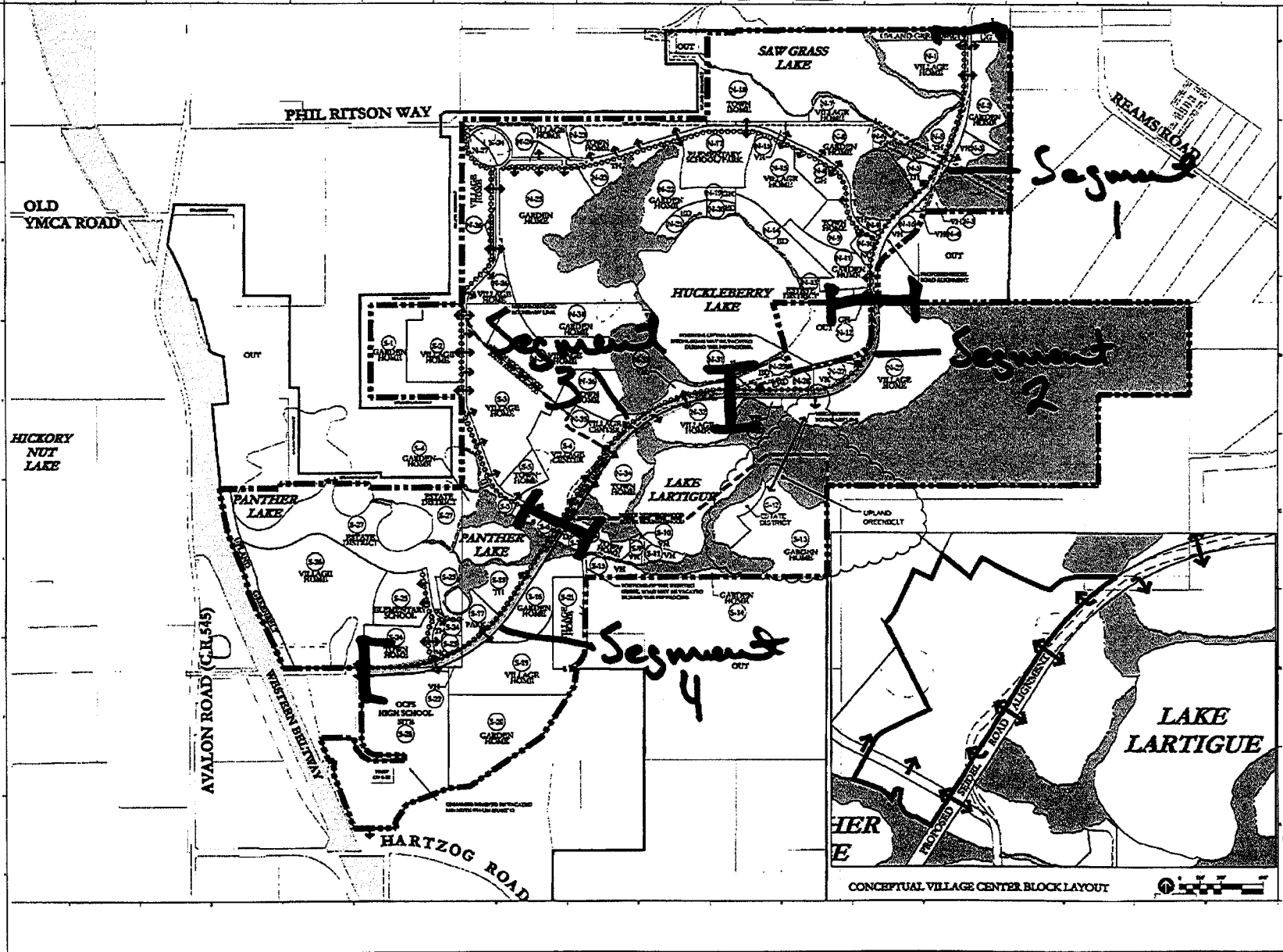
Approved by: [Signature]

Scale: 1" = 100'

CONCEPTUAL VILLAGE CENTER BLOCK LAYOUT

DATE PLOTTED: 11/11/11 10:00 AM

# Phase III



- VILLAGE BOUNDARY
- WETLAND
- WATERBODY
- RIGHT-OF-WAY
- EASEMENT
- UTILITY LINE
- PROPOSED ROAD
- EXISTING ROAD
- PROPOSED CITY ACCESS POINT
- EXISTING CITY ACCESS POINT

NO.	DESCRIPTION
1	CONCEPTUAL VILLAGE CENTER BLOCK LAYOUT
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20	CONCEPTUAL VILLAGE CENTER BLOCK LAYOUT

PROJECT NAME:  
VILLAGE F

BRANCH COUNTY, FLORIDA  
PROJECT TITLE  
LAND USE PLAN

DATE NO  
6 OF 13

PROJECT NO  
6 OF 13

Prepared by: **PLANNERS, LLC**  
2010 South Lake Drive, Suite 200, Lake Park, FL 32908  
Tel: 888-288-2888  
Fax: 888-288-2888



Exhibit C  
Page 3 of 3

**Exhibit "D"**  
**Confirmation Letter**

Form of Confirmation Letter

**CONFIRMATION LETTER**

**ADDRESS TO:**

Village Escrow Agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS CONFIRMATION LETTER** is issued this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Orange County Transportation Planning Division pursuant to that certain Village F Horizon West Road Network Agreement (Seidel Road) made by and among **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on \_\_\_\_\_, 2013 and recorded on \_\_\_\_\_, 2013 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida (the "**Road Agreement**"). Capitalized terms used in this Notice not defined herein shall have the same meaning as in the Road Agreement.

**Road Network Agreement  
Horizon West, Village F - 2013**

This is to confirm on behalf of Orange County, Florida, pursuant to Section 6 of the Road Agreement that \_\_\_\_ Vested Trips have satisfied transportation concurrency review. In accordance with the Certificate of Payment you recently provided to this Division, these Vested Trips are associated with:

\_\_\_\_\_ Preliminary Design and Engineering Study  
\_\_\_\_\_ Phase \_\_\_\_, Segment \_\_\_\_\_.

The Vested Trips are available for assignment by you, as Village Escrow Agent, pursuant to the terms of the Road Agreement.

Executed by:

\_\_\_\_\_  
ORANGE COUNTY, FLORIDA  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Road Network Agreement  
Horizon West, Village F - 2013

**Exhibit "E"**  
**Assignment of Vested Trips**

ASSIGNMENT OF VESTED TRIPS

**THIS ASSIGNMENT OF VESTED TRIPS** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Assignor") and \_\_\_\_\_, a \_\_\_\_\_ (the "Assignee").

WHEREAS, Assignor is the Village Escrow Agent pursuant to that certain Village F Horizon West Road Network Agreement (Seidel Road) made by and among **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on \_\_\_\_\_, 2013 and recorded on \_\_\_\_\_, 2013 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida (the "**Road Agreement**"); and

WHEREAS, Assignee has participated in funding certain roadway and drainage improvements necessary for the four-lane reconstruction of Seidel Road Improvements (the "**Seidel Improvements**"); and

WHEREAS, as a result of Assignee's participation in the funding of the Seidel Improvements and pursuant to the Road Agreement, Assignee is entitled to the

Road Network Agreement  
Horizon West, Village F - 2013

assignment of a specified number of vested gross external PM peak hour two-way vehicular trips as defined under the Road Agreement (the "Trips"); and

WHEREAS, Assignor, as Village Escrow Agent, pursuant to Section 6 of the Road Agreement, is the holder of \_\_\_\_\_ Trips which are exempt from concurrency review (the "Vested Trips"); and

WHEREAS, the Vested Trips are to be held in escrow by the Village Escrow Agent until they are assigned in writing by the Village Escrow Agent in accordance with the terms of the Road Agreement; and

WHEREAS, the Orange County Transportation Planning Division has acknowledged that \_\_\_\_\_ Trips have been vested against transportation concurrency in the Confirmation Letter dated \_\_\_\_\_; and

WHEREAS, Assignor is authorized to assign \_\_\_\_\_ Vested Trips to Assignee pursuant to the Confirmation Letter and Road Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor and Assignee agree as follows:

1. The recitals hereto are true and correct and are incorporated herein by reference.
2. Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to \_\_\_\_\_ Vested Trips.
3. Assignee acknowledges and agrees that this Assignment is subject to the terms and provisions of the Road Agreement and the Vested Trips assigned hereunder shall be utilized in connection with the provisions of the Road Agreement.



Road Network Agreement  
Horizon West, Village F - 2013

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Vested Trips in manner and form sufficient to bind them as of date hereinabove.

Witnesses:

**“ASSIGNOR”**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Witnesses:

**“ASSIGNEE”**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

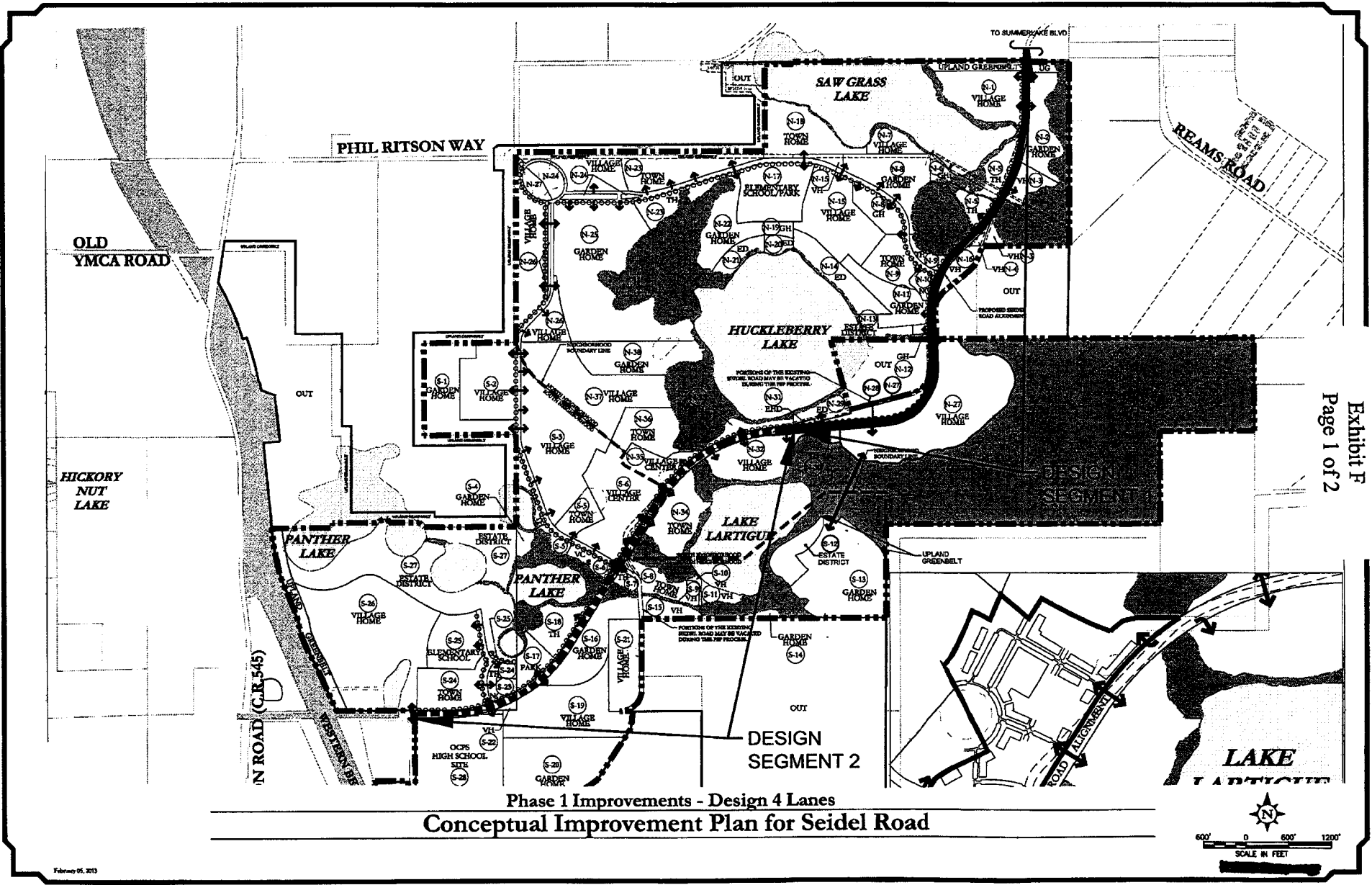
Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

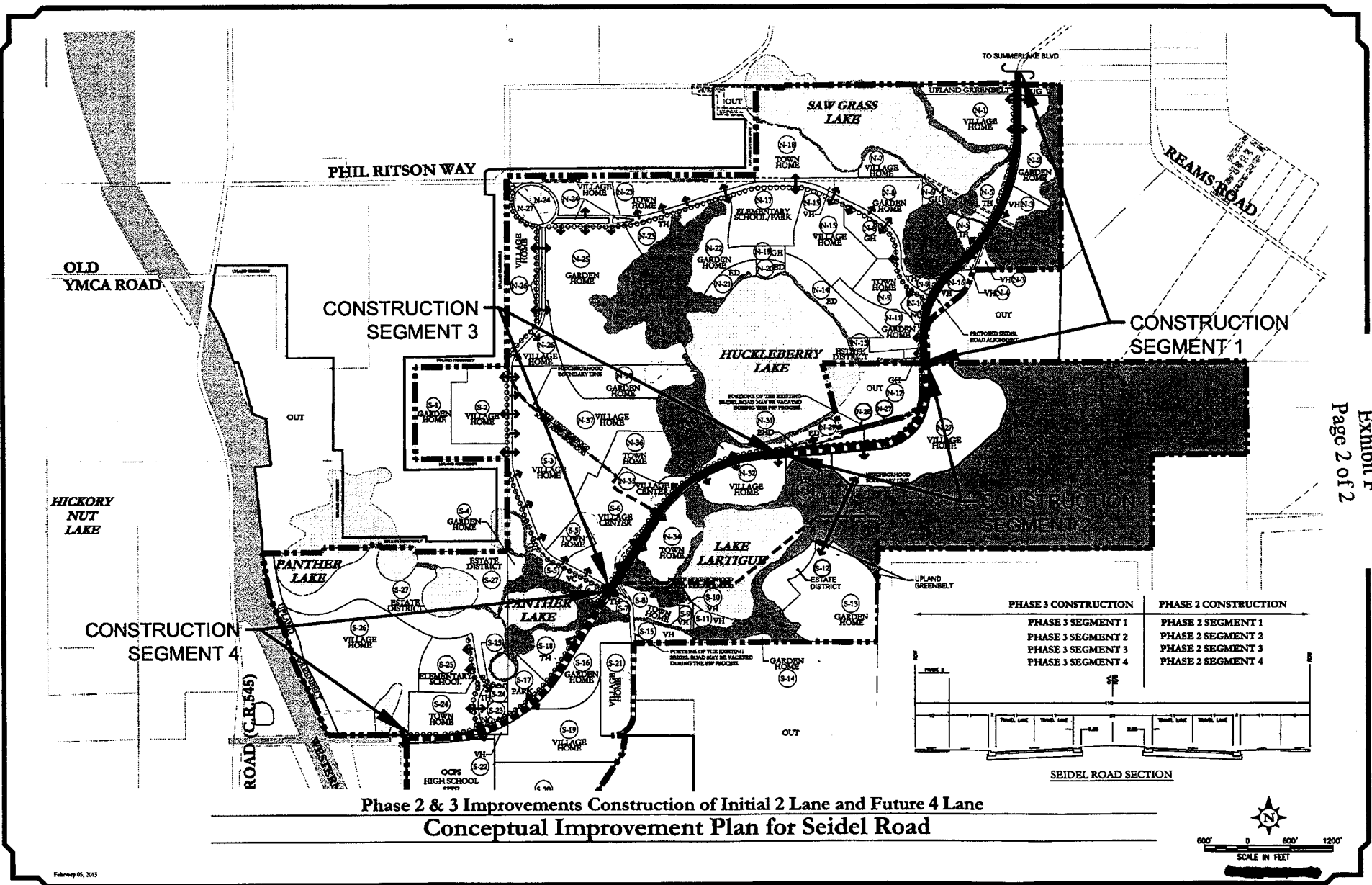
\_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit F  
Page 1 of 2



Phase 1 Improvements - Design 4 Lanes  
Conceptual Improvement Plan for Seidel Road

February 05, 2013



**Exhibit "G"**  
**Minimum Design Criteria**

- 11 foot lane width.
- 15.5 foot median.
- 5 foot sidewalk width.
- 10 foot multi-use path.

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**Exhibit "H"**  
**Special Warranty Deed Form**

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

\_\_\_\_\_  
Phone: \_\_\_\_\_

GRANTEE'S ID. NO.: \_\_\_\_\_  
TAX PARCEL ID. NO.: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, is made and executed as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, a  
\_\_\_\_\_, whose \_\_\_\_\_ (hereinafter  
referred to as the "Grantor") to a \_\_\_\_\_ whose address is  
\_\_\_\_\_ (hereinafter referred to as the "Grantee");

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00)  
and other valuable considerations, the receipt and sufficiency of which are hereby  
acknowledged by these presents does grant, bargain, sell, alien, remise, release,  
convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated  
in \_\_\_\_\_ County, Florida more particularly described as follows, to  
wit:

**INSERT LEGAL DESCRIPTION**

(hereinafter referred to as the "Subject Property");

TOGETHER WITH all the tenements, hereditaments, easements, and  
appurtenances, including riparian rights, if any, thereto belonging or in anywise  
appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the  
Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has  
good right and lawful authority to sell and convey the Subject Property; and that the  
Grantor fully warrants the title to the Subject Property and will defend the same against  
the lawful claims of all persons claiming by, through or under the Grantor, but against  
none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad  
valorem real property taxes and assessments for the year 20\_ and thereafter, and

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easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of the following two (2) witnesses:

GRANTOR:

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #1

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness #1

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Printed Name of Witness #2

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation, who  is personally known to me or  has produced as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

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**Exhibit "I"**  
**Drainage Easement Form**

This instrument prepared by:

Instrument:  
Project:

**DRAINAGE EASEMENT**

THIS INDENTURE, Made this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, between <corporation>, a corporation organized and existing under the laws of the state of \_\_\_\_\_, having its principal place of business in the city of \_\_\_\_\_ county of \_\_\_\_\_ whose address is \_\_\_\_\_, 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 the GRANTOR, in consideration of the sum of \$\_\_\_\_\_ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, stormwater pond, or other facility (the "**Drainage Facilities**") over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

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

Property Appraiser's Parcel Identification Number(s):

a portion of \_\_\_\_\_

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

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement, and the 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 that may interfere with the normal operation or maintenance of the Drainage Facilities.

THE GRANTEE agrees that to the extent fill material removed to construct the Drainage Facilities is not needed by the GRANTEE for the purposes of this easement, such fill material shall be relocated to a location on the GRANTOR's adjacent property mutually agreeable to the GRANTOR and the GRANTEE pursuant to an Excavation/Fill

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Permit to be obtained by the GRANTOR from the Orange County Department of Public Works prior to such time as the GRANTEE completes construction of the Drainage Facilities. The GRANTEE agrees to cooperate in good faith with the GRANTOR in connection with the GRANTOR's efforts to obtain an Excavation/Fill Permit, including providing the GRANTOR with written notice of its intention to commence construction of the Drainage Facilities at least thirty (30) days prior to the commencement of said construction.

GRANTOR reserves the right, at its sole cost, to redefine the description of the Easement Area and relocate, reconfigure, or replace the Drainage Facilities in connection with GRANTOR's design and construction of a permanent drainage system. Stormwater from Seidel Road may be conveyed via a shared ditch, pipe, or other such facility and otherwise collected and retained in a shared pond. If GRANTOR relocates, reconfigures, or replaces the Drainage Facilities, it shall do so in accordance with Section 7.2 of that certain Village F Horizon West (Seidel Road) Road Network Agreement recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Orange County, Florida, and will record an amendment to this instrument in order to redefine the description of the Easement Area.

[Signature and Notary Form Appear on Following Page]



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Instrument:  
Project:

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

Signed, sealed, and delivered  
in the presence of :

<corporation>

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

(Corporate Seal)

(Signature of TWO Witnesses required by Florida Law)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this day of, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of <corporation>, a \_\_\_\_\_ corporation, to me known to be, or who has produced \_\_\_\_\_ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid  
My commission expires:

Exhibit I  
Page 3 of 3

Road Network Agreement  
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**Exhibit "J"**  
**Utility Easement Form**

This instrument prepared by:

Instrument:  
Project:

**UTILITY EASEMENT**

THIS INDENTURE, MADE this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, between <corporation>, a corporation organized and existing under the laws of the state of \_\_\_\_\_, having its principal place of business in the city of \_\_\_\_\_ county of \_\_\_\_\_ whose address is \_\_\_\_\_, 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 the GRANTOR, in consideration of the sum of \$\_\_\_\_\_ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, electrical poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains, and any other utility facilities over, under, and upon the following described lands situate in Orange County, aforesaid to-wit:

**SEE ATTACHED EXHIBIT "A"**

Property Appraiser's Parcel Identification Number(s):  
a portion of \_\_\_\_\_

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

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Instrument:  
Project:

GRANTEE may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement right of way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns, provided GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

[Signature and Notary Form Appear on Following Page]

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Instrument:  
Project:

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by \_\_\_\_\_, its \_\_\_\_\_.

Signed, sealed, and delivered  
in the presence of :

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

(Corporate Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of <corporation>, a corporation organized and existing under the laws of the state of \_\_\_\_\_, to me known to be, or who has produced \_\_\_\_\_ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

Exhibit J

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**Exhibit "K"**  
**Temporary Slope Easement Form**

This instrument prepared by

Instrument:  
Project:

**TEMPORARY SLOPE EASEMENT**

THIS INDENTURE, made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by <corporation> a corporation organized and existing under the laws of the state of \_\_\_\_\_, having its principal place of business in the city of \_\_\_\_\_, county of \_\_\_\_\_, whose address is \_\_\_\_\_, 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 the GRANTOR, in consideration of the sum of \$\_\_\_\_\_ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a slope easement solely for the purpose of insuring the integrity of the county road which runs over the property encumbered by this easement. This easement is to allow GRANTEE to maintain the elevation of the road, to GRANTEE'S specifications, with the right to grade, excavate, and/or add fill material to the easement area; and the right of access in, over, and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

**SEE ATTACHED EXHIBIT "A"**

Property Appraiser's Parcel Identification Number(s):

a portion of \_\_\_\_\_

THIS EASEMENT is solely for the purposes noted herein and does not obligate GRANTEE to perform any right-of-way maintenance or other duties.

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

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

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Instrument:  
Project:

The Easement shall terminate, without the necessity of GRANTOR undertaking vacation proceedings or obtaining any release from GRANTEE, at such time as GRANTOR, or its successors or assigns, shall cause the easement area to be included in a subdivision plat recorded among the public records of Orange County, Florida.

[Signature and Notary Form Appear on Following Page]

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Instrument:  
Project:

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by \_\_\_\_\_, its \_\_\_\_\_.

Signed, sealed, and delivered in the presence of: \_\_\_\_\_ <corporation>

\_\_\_\_\_  
Witness BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Printed Name (Corporate Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of <corporation>, a corporation under the laws of the State of \_\_\_\_\_, to me known to be, or who has produced \_\_\_\_\_ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid  
My commission expires:

Exhibit K  
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**Exhibit "L"**  
**Form of Certificate of Payment**

CERTIFICATE OF PAYMENT

\_\_\_\_\_, a \_\_\_\_\_ as Village Escrow Agent pursuant to that certain Village F Horizon West Road Network Agreement (Seidel Road) made by and among **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on \_\_\_\_\_, 2013 and recorded on \_\_\_\_\_, 2013 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida (the "Road Agreement"), hereby certifies to the Orange County Transportation Planning Division that:

\$\_\_\_\_\_ has been deposited into escrow with Village Escrow Agent pursuant to the terms of the Road Agreement (the "Payment Funds"). The Payment Funds are in the form of:

\_\_\_\_\_ an irrevocable letter of credit

\_\_\_\_\_ cash

The Payment Funds are sufficient, as verified by Orange County, to pay for the \_\_\_\_\_, i.e., Phase \_\_\_\_\_, Segment \_\_\_\_\_ of the Improvements.



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Due to the amount of Payment Funds deposited with the Village Escrow Agent, \_\_\_ Trips shall be included in a Confirmation Letter to be issued by the Orange County Transportation Planning Division in accordance with the terms of Section 6.1 of the Road Agreement.

Certified as of the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

VILLAGE ESCROW AGENT

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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**Exhibit "M"**

**Impact Fee Credit Voucher**

\_\_\_\_\_, a \_\_\_\_\_ as Village Escrow Agent pursuant to that certain Village F Horizon West Road Network Agreement (Seidel Road) made by and among **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on \_\_\_\_\_, 2013 and recorded on \_\_\_\_\_, 2013 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida (the "**Road Agreement**"), hereby issues to \_\_\_\_\_, as a Constructing Owner under the Road Agreement, the following:

Transportation Credits from the Village F Credit Account in the amount of \$ \_\_\_\_\_ (the "**Voucher Amount**").

The Voucher Amount listed hereinabove is the amount of the road impact fees included in Orange County's impact fee statement for the desired building permits applied for by \_\_\_\_\_, as a Constructing Owner under the Road Agreement. This Impact Fee Credit Voucher is issued pursuant to the Road Agreement and is subject to the terms and conditions thereof.

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Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE ESCROW AGENT

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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**Exhibit "N"**  
**FORM OF ASSIGNMENT OF ROAD CREDITS**

**ASSIGNMENT OF TRANSPORTATION IMPACT FEE CREDITS ("ROAD CREDITS")**

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_ a \_\_\_\_\_ ("Assignor"), as holder of Road Credits pursuant to that certain Village F Horizon West Road Network Agreement (Seidel Road) made by and among **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on \_\_\_\_\_, 2013 and recorded on \_\_\_\_\_, 2013 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida (the "Road Agreement"), hereby transfers, conveys, and assigns unto \_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), all of its right, title, and interest in and to Orange County Road Credits in the Assignment Amount as set forth herein.

In accordance with the Road Agreement, the County has notified the Village Escrow Agent of the amount of Road Credits that have been added to the Village F Credit Account. Such Road Credits are available to Assignor pursuant to the Road Agreement. Said Road Credits are governed by the terms of the Road Agreement, including but not limited to Section 8 thereof, and are available for use only within the Horizon West area of Transportation Impact Fee Zone 4. As set forth in Subsection 8.8 of the Road Agreement, the provisions of the Road Agreement shall supersede the

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impact fee credit provisions in Section 23-95 of the Orange County Code. All other Road Credits held by Village Escrow Agent under the Road Agreement not assigned hereunder shall remain in escrow with the Village Escrow Agent. Assignee acknowledges that this Assignment of Road Credits is made pursuant to the terms of the Road Agreement and that its acceptance and utilization of the Road Credits assigned hereunder is governed by the terms of the Road Agreement.

Any capitalized terms not defined herein shall have the same meaning as in the Road Agreement. Road Credits are hereby assigned as follows:

Road Credits from the Village F Credit Account in the amount of \$ \_\_\_\_\_ (the "Assignment Amount").

Transportation Credit Account # TCA: \_\_\_\_\_

NAME OF PROJECT (as noted on the Transportation Credit Account):

\_\_\_\_\_

Lot(s) \_\_\_\_\_

Building Permit No. (if available): \_\_\_\_\_

Parcel ID No.: \_\_\_\_\_

Transportation Impact Fee Zone:   4  

Contact Person / number: \_\_\_\_\_

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Road Credits in manner and form sufficient to bind them as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed, and delivered in the presence of:

ASSIGNOR

\_\_\_\_\_, a

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signatures Continue on Following Page]

Road Network Agreement  
Horizon West, Village F - 2013

Signed, sealed, and delivered in the presence of:

ASSIGNEE

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_

Road Network Agreement  
Horizon West, Village F - 2013

**Exhibit "O"**  
**Construction Notice**

**THIS CONSTRUCTION NOTICE** is issued this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ as Village Escrow Agent pursuant to that certain Village F Horizon West Road Network Agreement (Seidel Road) made by and among **CITBELT INVESTMENTS, INC.**, a Florida corporation ("**Citbelt**"); **JOHN D. FICQUETTE** ("**Ficquette**"); **LAKE HANCOCK INVESTMENTS, LLC**, a Florida limited liability company ("**Lake Hancock**"); **SIEDEL HICKORY, LLC**, a Florida limited liability company ("**Hickory**"); **SIEDEL TRADITION, LLC**, a Florida limited liability company ("**Tradition**"); **LAKE CYPRESS NURSERY, INC.**, a Florida corporation ("**Lake Cypress**"); **MAGNOLIA ESTATES, LLC**, authorized to do business in the state of Florida as Magnolia Panther, LLC, an Indiana limited liability company, as successor-in-interest to all of the Panther View Limited Partnership property and a portion of the SSP I, LLC property ("**Magnolia**"); **VINELAND EXPRESS, LLC**, a Florida limited liability company, as successor-in-interest to Emerald LLC ("**Vineland Express**"); **VF HORIZON INVESTMENTS, LLC**, a Florida limited liability company, as successor-in-interest to the IEA Horizon, LLC property and the Diamond Bay Investments, Inc. property ("**VF Horizon**"); **WINDY LAKE GROVE**, a Florida general partnership ("**Windy Lake**"); **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation and f/k/a Walt Disney World Co., a Florida corporation, successor-by-assignment to Reedy Creek Improvement District, a body corporate and political subdivision of the State of Florida ("**Walt Disney**"); **COMPASS ROSE CORPORATION**, a Florida corporation ("**Compass**"); **WALT DISNEY TRAVEL CO., INC.**, a Florida corporation ("**Disney Travel**"); **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("**Meritage**"); **SEIDEL EAST, LLC**, a Florida limited liability company ("**Seidel East**"); **SSP I, LLC**, a Florida limited liability company ("**SSP I**"); and **SEIDEL ROAD INVESTMENTS, LLC**, a Florida limited liability company ("**Seidel Road**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on \_\_\_\_\_, 2013 and recorded on \_\_\_\_\_, 2013 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida (the "Road Agreement").

This Funding Notice is sent at the direction of \_\_\_\_\_, as the Constructing Owner under the terms of the Road Agreement. The undersigned, as Village Escrow Agent, has received from said Constructing Owner the proposal to proceed with work under the specified Performance Threshold as attached hereto as Exhibit "A." Said Exhibit and proposal include the specific type of work proposed and which Road Segment the work shall involve. The cost estimate for such work is \_\_\_\_\_, including a contingency fee of \_\_\_\_\_. All Signatory and Constructing Owners shall convey to the County the necessary right-of-way and easements for the specified Road Segment as provided in the Road Agreement to the extent any right-of-way and easements have not previously been conveyed. Please be so advised.

Exhibit O  
Page 1 of 2



Road Network Agreement  
Horizon West, Village F - 2013

**VILLAGE ESCROW AGENT**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[INSERT EXHIBIT "A" TO CONSTRUCTION NOTICE]**

Exhibit "A" to Construction Notice must include Constructing Owner's Specific Proposal for the applicable Performance Threshold and particular Road Segment, as applicable.