


MAR 08 2011 CMS/BS

DOC# 20110127370 B: 10184 P: 1403  
03/11/2011 08:51:07 AM Page 1 of 31  
Rec Fee: \$265.00  
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  


This instrument prepared by  
and after recording return to:  
Account No: 802  
Miranda F. Fitzgerald, Esq.  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801

Tax Parcel Identification Number: 31-23-27-0000-00-010  
31-23-27-0000-00-011  
30-23-27-0000-00-016  
30-23-27-0000-00-017  
30-23-27-0000-00-018

**RIGHT-OF-WAY CONVEYANCE AGREEMENT**  
**(Town Center – Schofield Road, Porter Road, Valencia Parkway)**

**THIS RIGHT-OF-WAY CONVEYANCE AGREEMENT** (“Agreement”) is made and entered into by and among ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (“County”); FOX HEARTLAND, LLC, a Florida limited liability company, whose office address is 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 (“Fox Heartland”); FOX KAY, LLC, a Florida limited liability company, whose office address is 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 (“Fox Kay”); FOX COMMON, LLC, a Florida limited liability company, whose office address is 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 (“Fox Common”) (collectively “Fox Entities”); and ISLAND TREE, LLC, a Florida limited liability company (“Island”) whose office address is 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401. Fox Entities, Island, and County are sometimes referred to herein as the “Parties” to this Agreement.

**RECITALS:**

A. This Agreement is intended to: (i) supplement that certain Valencia Community College PD Adequate Public Facilities Agreement (“VCC Agreement”) that is recorded at OR Book 08990, Page 4406, of the Public Records of Orange County, Florida; (ii) provide specific legal descriptions for the rights-of-way that the Fox Entities agreed to convey to the County in the VCC Agreement; and (iii) provide for the conveyance to the County of additional right-of-way owned by Island.

B. Following execution of the VCC Agreement, the Fox Entities conveyed a 155.18-acre parcel to The District Board of Trustees of Valencia Community College (“Board of Trustees”) as a new site for a Valencia Community College campus (“VCC Site”) and also

executed that certain Roadway Land Trust Agreement dated November 30, 2006, recorded at OR Book 09016, Page 4561, of the Public Records of Orange County, Florida, which was subsequently amended on May 28, 2009, and recorded at OR Book 9878, Page 1991, to correct scrivener's errors in the legal descriptions ("Amended Land Trust Agreement"), a copy of which has been provided to the County and is on file with the Real Estate Management Division.

C. Pursuant to the Amended Land Trust Agreement, the Fox Entities conveyed fee simple title of the properties described in Exhibits A-1, A-2, and A-3 attached hereto and incorporated herein, to Keith Houck, James J. Wheeler, and Helene Loiselle, as Co-Trustees under the Amended Land Trust Agreement ("Co-Trustees"). The properties described in Exhibits A-1, A-2, and A-3 are referred to in this Agreement as the "Trust Parcels." The Co-Trustees have joined in and consented to the execution of this Agreement as evidenced by the signed Joinder and Consent forms attached hereto and incorporated herein by reference.

D. The Fox Entities granted and reserved easements in favor of the Board of Trustees and Fox Heartland, Fox Common, and Fox Kay, as adjacent property owners to the Trust Parcels in order to provide temporary ingress and egress to and from existing public road rights-of-way for maintenance and construction and other purposes pursuant to documents recorded in the Public Records of Orange County, Florida, as set forth in that certain Access Easement recorded at OR Book 9016, Page 4619 as amended by Supplemental Access Easement recorded at OR Book 9878, Page 2012, and that certain Access Easement recorded in OR Book 9016, Page 4531, as amended by Supplemental Access Easement recorded at OR Book 9878, Page 1969 (collectively the "Supplemental Access Easements").

E. Subsequent to recording the Amended Land Trust Agreement, and the Supplemental Access Easements it was discovered that the Sketch of Description for Exhibit A-2 in the Amended Land Trust Agreement and in the particular Supplemental Access Easement recorded at OR Book 9878, Page 2012, contained an incorrect distance call on the east line of the proposed right-of-way or easement area described therein. The surveyor executed an Affidavit to Correct Scrivener's Error that is dated June 10, 2010, and recorded at OR Book 10058, Page 6059, of the Public Records of Orange County, Florida, to correct the error in the Exhibit A-2 that is attached to the Amended Land Trust Agreement and the Supplemental Access Easement described in this Recital.

F. The purpose of the Amended Land Trust Agreement was to provide assurance to the Board of Trustees that the Trust Parcels would be timely conveyed to the County for public rights-of-way in order to provide access to the VCC Site. Any of the designated beneficiaries under the Amended Land Trust Agreement is authorized to require the conveyance of the Trust Parcels to the County by merely giving written notice to the Co-Trustees under the Amended Land Trust Agreement.

G. Fox Heartland, Fox Kay, Fox Common, LLC, and the Board of Trustees are each designated beneficiaries under the Amended Land Trust Agreement with the express power to direct the Co-Trustees under the Amended Land Trust Agreement to convey title of the Trust Parcels to the County. Within ten (10) days following receipt of such direction from any

designated beneficiary under the Amended Land Trust Agreement, the Co-Trustees must convey the Trust Parcels to the County.

H. Island is the fee simple owner of certain real property located in Orange County, Florida, more particularly described in Exhibits B-1 and B-2 attached hereto and made a part hereof by this reference ("Island Parcels"). The Island Parcels are not addressed in the VCC Agreement or in the Amended Land Trust Agreement.

I. The Trust Parcels and the Island Parcels are identified on the Orange County Comprehensive Policy Plan 1990-2010 ("CPP") Future Land Use Map as having the Horizon West Village land use designation and constitute a portion of the Town Center as depicted and described in the Town Center Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida ("BCC") on December 14, 2004 ("Town Center SAP").

J. Horizon West is being developed in accordance with the Goals, Objectives and Policies contained in the Future Land Use Element of the CPP, the Town Center SAP, and Orange County's Adequate Public Facilities/Transfer of Development Rights Ordinance ("APF/TDR Ordinance"), which were all adopted by the BCC on May 20, 1997, and amended on March 23, 1999.

K. Section 5.1 of the Town Center SAP Community Goals and Objectives provides that a landowner is not prevented from being eligible for Road Impact Fee Credits based on receiving APF Credits for conveying APF Lands to the County.

L. The APF/TDR Ordinance has not yet been further amended to address the specific requirements for developing in Town Center; however, the Parties anticipate that once so amended, the APF/TDR Ordinance will require each owner in Town Center, unless otherwise exempt, to convey to the County, or enter into a developer's agreement addressing the conveyance to the County of lands necessary to provide adequate public facilities. The total acreage of public facilities lands required to be dedicated in Town Center SAP will be calculated in relation to the number of net developable acres, as will be specifically set forth by a formula in the further amended APF/TDR Ordinance ("APF Ratio").

M. The Parties agree that Fox Heartland shall receive Adequate Public Facilities credits ("APF Credits") as provided for in Section 3 of this Agreement and in accordance with the APF/TDR Ordinance. In addition, the Parties agree that the award of any impact fee credits for conveyance of the Trust Parcels or the Island Parcels shall be as provided for in Subsection 4(a) of this Agreement and in accordance with the Road Impact Fee Ordinance, as restricted by Future Land Use Policy 4.14.2 of the Orange County Comprehensive Plan.

N. The Parties desire to set forth certain terms, conditions and agreements as to the conveyance to the County of the Trust Parcels and the Island Parcels.

**NOW, THEREFORE**, in consideration of the premises contained herein and other good and valuable consideration exchanged by and among the Parties, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

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

2. **Conveyance of Property to the County by Fox Entities and Island.**

(a) **Conveyed Lands.** Within 120 days following the Effective Date of this Agreement, the Fox Entities and Island shall convey or cause to be conveyed to the County marketable fee title to the Trust Parcels and to the Island Parcels. In the event the conveyances do not occur within the aforesaid 120 days, the Director of the Administrative Services Department, or his/her designee, may grant an extension of up to an additional 120 days for the conveyance to take place. The County agrees to diligently review the proposed conveyances such that any comments or objections can be resolved within the initial 120-day time period.

(b) **Procedure.** The conveyance of the Trust Parcels and the Island Parcels shall be by Special Warranty Deed, free and clear of all liens and encumbrances, except for easements of record acceptable to the County, including those easements specifically described in Subsection 2(c) of this Agreement. Fox Heartland shall pay all costs associated with the conveyance of the Trust Parcels, including all recording fees and documentary stamps related to such conveyance. Island shall pay all costs associated with the conveyance of the Island Parcels, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Trust Parcels shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Fox Heartland to the County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Fox Heartland for the year of conveyance. Ad valorem taxes in connection with the conveyance of the Island Parcels shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Island to the County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Island for the year of conveyance.

(c) **Existing Easements.** The County acknowledges that the Supplemental Access Easements convey or reserve significant rights necessary for access to and potential development of the VCC Site and lands retained by the Fox Entities. The County shall require subordination of these easements as a condition of accepting the right-of-way conveyances described in this Agreement, but the County acknowledges and agrees that such easements do not terminate until such time as paved roadways are constructed within the public road rights-of-way conveyed hereunder, or provided for herein, and are open for use by the public, nor shall

subordination serve to unreasonably interfere with the rights granted to the Board of Trustees under the Supplemental Access Easement.

(d) Title Policy. Not less than 30 days prior to conveyance of the Trust Parcels, Fox Heartland shall deliver to the County, at Fox Heartland's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming the County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to the County within 30 days of the conveyance of the Trust Parcels. Not less than thirty (30) days prior to conveyance of the Island Parcels, Island shall deliver to the County, at Island's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming the County as the insured ("Title Commitment"). The original Owner's Policy of Title Insurance ("Title Policy") shall be delivered to the County within 30 days following the conveyance of the Island Parcels.

(e) Value of Conveyed Lands. The value of the Trust Parcels and the Island Parcels has been determined to be \$347,332.50 in accordance with Section 23-95, Orange County Code, as it may be amended from time to time. This total results from an agreed-upon fair market value of \$22,500.00 per acre, or fraction thereof, and a total acreage of 15.437 acres.

(f) Environmental Audit. Not less than 30 days prior to conveyance, Fox Heartland as to the Trust Parcels and Island as to the Island Parcels shall submit to the County a current (within 6 months of conveyance to the County) Phase I environmental audit of the Trust Parcels and the Island Parcels. The Phase I environmental audits 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 a Phase I environmental audit presents a matter of concern, as determined by the County, then prior to the conveyance, Fox Heartland or Island, as applicable, shall submit to the County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to a particular parcel proposed for conveyance, one of the following events shall occur: (i) Fox Heartland or Island, as applicable, shall remediate the parcel to the County's satisfaction prior to the conveyance; or (ii) Fox Heartland or Island, as applicable, and the County shall negotiate and enter into a separate agreement whereby the full cost of remediation shall be paid for by Fox Heartland or Island, as applicable; or (iii) the County, at its option, may terminate this Agreement as to the parcel for which the remediation issues are not resolved.

(g) Compliance with Section 286.23, Florida Statutes. For each parcel to be conveyed, Fox Heartland or Island, as applicable, shall deliver to the County the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.

3. Entitlement to APF Credits. Upon conveyance of the Trust Parcels described in Exhibits A-1 and A-2 and acceptance by the County, Fox Heartland shall receive 6.314 Adequate Public Facilities credits ("APF Credits"), representing one APF Credit for each acre or corresponding fractional APF Credit for each partial acre of right-of-way conveyed to the County. No APF Credits shall be given for the Trust Parcels described in Exhibit A-3 or for the Island Parcels at the time of conveyance and acceptance by the County. APF Credits shall be

granted for each partial acre actually used by the County for right-of-way purposes, upon the County's determination of the alignment for a relocation of Schofield Road. The Parties acknowledge and agree that the Trust Parcels described in Exhibit A-3 and the Island Parcels may not fully coincide with the alignment of the relocated Schofield Road. Any APF Credits that are granted by the County may be allocated to a PD Land Use Plan submitted by Fox Heartland, or the APF Credits may be sold, assigned, or transferred by Fox Heartland to other property owners or developers in the Town Center (the "Transferees") who do not have sufficient land to satisfy the APF/TDR Ordinance. The County agrees to allow the Transferees to apply such sold, assigned, or transferred APF Credits to fulfill Transferees' respective Adequate Public Facilities requirements in Town Center, provided that the County is given written notice of each transfer or sale of APF Credits within 10 business days after it occurs. The Transferees shall also retain the right to re-sell, re-assign, or re-transfer such APF Credits subject to the terms of this Section, and in accordance with the APF/TDR Ordinance.

4. Road Impact Fee Credits.

(a) Entitlement to Road Impact Fee Credits. Promptly upon the County's approval of an Environmental Audit and Title Commitment required under Section 2 of this Agreement, and upon approval and acceptance of the Special Warranty Deed for the Trust Parcels described in Exhibits A-1 and A-2, the County shall credit on its books, to the account of Fox Heartland, Road Impact Fee Credits at the rate of \$22,500.00 per acre for the conveyance of the Trust Parcels described in Exhibits A-1 and A-2, in accordance with the County's Road Impact Fee Ordinance, Section 23-95 of the Orange County Code, as restricted by Future Land Use Policy 4.14.2. of the Orange County Comprehensive Plan.

(1) No Road Impact Fee Credits shall be granted for the conveyance of the Trust Parcels described in Exhibit A-3. The right-of-way described in Exhibit A-3 is not eligible for Road Impact Fee Credits because a portion of the right-of-way described therein includes depressional areas that will need to be appropriately filled, compacted and tested for structural integrity prior to any road construction activities commencing within the right-of-way described in Exhibit A-3. The Special Warranty Deed for the Trust Parcels described in Exhibit A-3 shall contain a reverter provision which provides that if the Fox Entities propose to convey to the County alternative right-of-way other than that which is described in Exhibit A-3 and which avoids the depressional areas ("Alternative Right-of-Way"), then, upon the County's approval and acceptance of the Special Warranty Deed for the Alternative Right-of-Way, the right-of-way described in Exhibit A-3 shall automatically revert to the Trustees, who shall, within 15 days thereafter, convey the reverted property to the Fox Entities as tenants in common, with Fox Heartland to receive a 6.29% undivided interest, Fox Kay to receive a 46.855% interest, and Fox Common to receive a 46.855% interest. The County shall execute a County Deed or a Quit Claim Deed to any portion of the Trust Parcels that reverts to the Trustees under this Section 4(a)(1). Fox Heartland shall receive Impact Fee credits at the rate of \$22,500 per acre for the Alternative Right-of-Way, in accordance with the County's Road Impact Fee Ordinance, Section 23-95 of the Orange County Code, as restricted by Future Land Use Policy 4.14.2. of the Orange County Comprehensive Plan. The conveyance of any such Alternative Right-of-Way shall in so far as possible be adjacent to the VCC Site and require the Fox Entities

to grant the Board of Trustees all necessary easements for ingress and egress, utilities and other purposes to those portions of the Alternative Right-of-Way which are not adjacent to the VCC site.

(2) No Road Impact Fee Credits shall be granted for the conveyance of the Island Parcels because the County has not yet determined the final configuration of this segment of the realigned Schofield Road. The Special Warranty Deed for the Island Parcels shall contain a reverter provision which provides that upon the County's determination of the final alignment for Schofield Road, any portions of the Island Parcels that are not needed for the realigned Schofield Road shall automatically revert to Island. The County shall execute a County Deed or Quit Claim Deed to any portion of the Island Parcels that reverts to Island under this Section 4(a)(2). Island shall receive Impact Fee credits at the rate of \$22,500 per acre for the portion of the Island Parcels used for the realigned Schofield Road, in accordance with the County's Road Impact Fee Ordinance, Section 23-95 of the Orange County Code, as restricted by Future Land Use Policy 4.14.2. of the Orange County Comprehensive Plan.

(3) If any other property owner within Horizon West is awarded Road Impact Fee Credits of more than \$22,500.00 per acre for the dedication or conveyance of right-of-way that is eligible for APF credits pursuant to the APF/TDR Ordinance, prior to the County's acceptance of conveyance of the Trust Parcels, the Island Parcels, or the Alternative Right-of-Way, then Fox Heartland shall also be awarded an additional amount of Road Impact Fee Credits equal to the number of acres in the Trust Parcels described in Exhibits A-1 and A-2, in the portion of the Island Parcels used for the realignment of Schofield Road, and in the Alternative Right-of-Way, times the amount in excess of \$22,500.00 per acre that was awarded to another property owner in Horizon West.

(b) Use of Road Impact Fee Credits. Any Road Impact Fee Credits that are awarded by the County may be used in Impact Fee Zone #4. For purposes of the foregoing, the County shall make deductions from the Road Impact Fee Credit Account from time to time only upon receipt of written direction from the owner of the Road Impact Fee Credit Account or from such person or entity to whom the owner of the Road Impact Fee Credit Account may expressly assign this authority in writing in the future to effectuate the particular deduction. Nothing herein shall prevent the owner of a Road Impact Fee Credit Account from assigning road impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as it may be amended from time to time.

(c) Anticipated Vacation of Schofield Road Right-of-Way and Value of Vacated Parcels. At such time as Schofield Road is realigned and reconstructed, any portions of the existing Schofield Road right-of-way that are not retained as part of the realigned and reconstructed roadway may be considered on a petition to vacate. Any portions of the Schofield Road right-of-way that are vacated and, by operation of law, become the property of one or more of the Fox Entities as noted herein shall be valued at the same amount per acre as the amount awarded in impact fee credits for the Trust Parcels or the Alternative Right-of-Way, whichever is greater. The value of such vacated right-of-way shall be deducted from the Fox Heartland Road Impact Fee Credit Account within 10 business days following the County's

approval of the petition to vacate. If there are insufficient credits in the Fox Heartland Road Impact Fee Credit Account to equal the designated value of the vacated right-of-way, Fox Heartland shall pay to the County any shortfall within 15 days following receipt of notice from the County indicating the amount due and including the calculations by which such amount due was derived.

5. Limitation on Use of Lands. It is the express purpose of the Horizon West and Town Center Goals, Objective and Policies contained in the CPP that the APF Lands being conveyed to the County for right-of-way be utilized for this purpose only, and the instrument of conveyance therefor shall contain a restriction to said effect. Any such restriction shall not preclude the use of the right-of-way for sidewalks, bike paths, utilities, stormwater and drainage, landscaping, transit stops or shelters, and other uses typically allowed in the public right-of way.

6. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Fox Entities: Fox Heartland, LLC  
Fox Kay, LLC  
Fox Common, LLC  
Attention: Mr. Herb Kahlert  
500 South Australian Avenue  
Suite 710  
West Palm Beach, FL 33401

With a copy to: Miranda F. Fitzgerald, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801

As to Island: Island Tree, LLC  
Attention: Mr. Herb Kahlert  
500 South Australian Avenue  
Suite 710  
West Palm Beach, FL 33401



With a copy to: Miranda F. Fitzgerald, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801

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

With a copy to: Orange County Public Works Department  
Manager, Transportation Planning Division  
4200 S. John Young Parkway  
Orlando, FL 32839-9205

As to VCC: The District Board of Trustees of Valencia  
Community College, Florida  
Attention: Bill Mallowney  
190 South Orange Avenue  
Orlando, FL 32801

With a copy to: Baker & Hostetler, LLP  
Attention: Rosemary O'Shea  
Sun Trust Center, Suite 2300  
200 South Orange Avenue  
Orlando, FL 32801

As to Co-Trustees: Keith Houck and Helene Loiselle  
190 South Orange Avenue  
Orlando, FL 32801

James J. Wheeler, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

7. Covenants Running with the Land. This Agreement shall run with the Trust Parcels and the Island Parcels and shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the owners of these parcels, and any person, firm, corporation, or other entity that may become the successor in interest to the Trust Parcels and the Island Parcels. Notwithstanding the foregoing, however, the authority under Section 4 to instruct the County to make deductions from the Road Impact Fee Credit Accounts shall remain with Fox Heartland as the owner of the Road Impact Fee Credit Account, unless this authority is expressly assigned in writing by Fox Heartland to another person.

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

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

10. 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.

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

12. Limitation of Remedies. The Parties expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the others to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) Limitations on County's remedies. Upon any failure by the Fox Entities or Island to perform its obligations under this Agreement, the County shall be limited strictly to only the following remedies:

(i) action for specific performance or injunction; or

(ii) the right to set off, against the amounts of impact fees to be credited in favor of Fox Heartland under this Agreement, (A) any amounts due to the County from the Fox Entities or Island under this Agreement but remaining unpaid and (B) the cost to the County of performing any action or actions required to be done under this Agreement by the Fox Entities or Island, but which the Fox Entities or Island have failed or refused to do when required; or

(iii) the withholding of development permits and other approvals or permits from the delinquent party; or

(iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops the County from exercising its power of eminent domain with respect to the Trust Parcels or the Island Parcels, or any other portion of lands owned by the Co-Trustees, the Fox Entities, or Island, as the County may lawfully elect.

(b) Limitations on Fox Entities and Island's remedies. Upon any failure by the County to perform its obligations under this Agreement, the Fox Entities or Island shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of the Fox Entities and/or Island; or
- (iv) any combination of the foregoing.

The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. The Parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

13. Counterparts. This Agreement may be executed in up to 8 counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Effective Date. The effective day of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: *3-8-11*

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

By: *Martha O. Haynie*  
Deputy Clerk  
*GM&T-C-01*

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered in the Presence of:

[Signature]

Print Name: Jim Karr

[Signature]

Print Name: Miranda F. Fitzgerald

**FOX HEARTLAND, LLC**, a Florida limited liability company

By: [Signature]

Name: Herbert F. Kahlert

Title: Managing Member

Date: 2/06/, 2011

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of January, 2011 by Herbert F. Kahlert, as the Managing Member of Fox Heartland, LLC, a Florida limited liability company, on behalf of the LLC. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

(Notary Stamp)



[Signature]  
Printed Name: Miranda F. Fitzgerald  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered in the Presence of

[Signature]

Print Name: Jim Karr

[Signature]

Print Name: Miranda F. Fitzgerald

**FOX KAY, LLC**, a Florida limited liability company

By: [Signature]

Name: Herbert F. Kahlert

Title: Managing Member

Date: 01/06, 2011

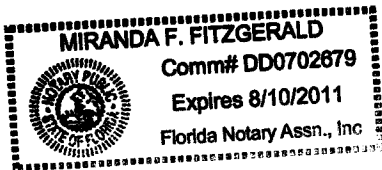
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of January, 2011 by Herbert F. Kahlert, as the Managing Member of Fox Kay, LLC, a Florida limited liability company, on behalf of the LLC. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

[Signature]  
Printed Name: Miranda F. Fitzgerald  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Notary Stamp)



[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered in the Presence of:

[Signature]

Print Name: Jim Karr

[Signature]

Print Name: Miranda F. Fitzgerald

FOX COMMON, LLC, a Florida limited liability company

By: [Signature]

Name: Herbert F. Kahlert

Title: Managing Member

Date: 01/06, 2011

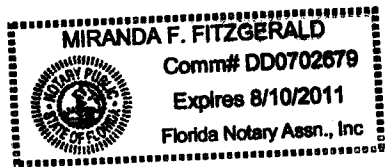
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2011 by Herbert F. Kahlert, as the Managing Member of Fox Common, LLC, a Florida limited liability company, on behalf of the LLC. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

(Notary Stamp)

[Signature]  
Printed Name: Miranda F. Fitzgerald  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_



[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered in the Presence of:

[Signature]

Print Name: Jim Karr

[Signature]

Print Name: Miranda F. Fitzgerald

“ISLAND”

ISLAND TREE, LLC, a Florida limited liability company

By: [Signature]

Name: Herbert F. Kahlert

Title: Managing Member

Date: 01/06, 2011

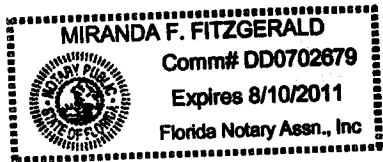
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of January, 2011 by Herbert F. Kahlert, as the Managing Member of Island Tree, LLC, a Florida limited liability company, on behalf of the LLC. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

(Notary Stamp)

[Signature]  
Printed Name: Miranda F. Fitzgerald  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_





**JOINDER AND CONSENT OF CO-TRUSTEE**

I, HELENE LOISELLE, one of the named Co-Trustees under the Amended Land Trust Agreement described in Recital B of the foregoing Right-of-Way Conveyance Agreement (the "Agreement") hereby join in and consent to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 30 day of AUGUST, 2010.

Signed, sealed, and delivered in our presence as witnesses:

Co-Trustee:

Iris F. Scammell

Helene Loielle  
Helene Loielle

Print Name: IRIS F. SCAMMELL

Janet S. Vivian

Print Name: Janet S. Vivian

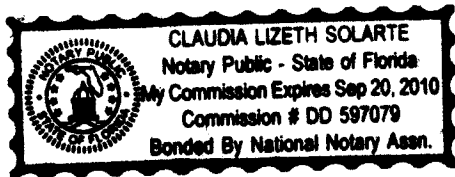
STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of August 2010 by Helene Loielle. She  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY STAMP)

Claudia Lizeth Solarte  
Notary Public Signature  
Claudia Lizeth Solarte  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: DD 597079  
My Commission Expires: 9/20/10



**JOINDER AND CONSENT OF CO-TRUSTEE**

I, KEITH HOUCK, one of the named Co-Trustees under the Amended Land Trust Agreement described in Recital B of the foregoing Right-of-Way Conveyance Agreement (the "Agreement") hereby join in and consent to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 24<sup>th</sup> day of August, 2010.

Signed, sealed, and delivered in our presence as witnesses:

Co-Trustee:

Michelle Marcare

Keith Houck

Print Name: Michelle Marcare

Keith Houck

Kim Wohl

Print Name: Kim Wohl

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August 2010 by Keith Houck. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY STAMP)

Patricia Nicholas

Notary Public Signature

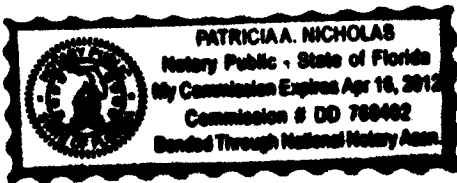
Patricia Nicholas

(Name typed, printed or stamped)

Notary Public, State of FLORIDA

Commission No.: DD 768402

My Commission Expires: 4/16/2012

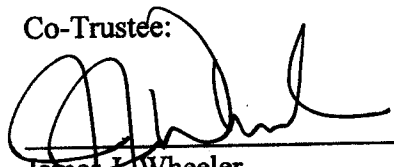



**JOINDER AND CONSENT OF CO-TRUSTEE**


I, JAMES J. WHEELER, one of the named Co-Trustees under the Amended Land Trust Agreement described in Recital B of the foregoing Right-of-Way Conveyance Agreement (the "Agreement") hereby join in and consent to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 24 day of Aug., 2010.

Signed, sealed, and delivered in our presence as witnesses:

Co-Trustee:  
  
James J. Wheeler

  
JUDITH A. SALERNO  
Print Name: \_\_\_\_\_


  
Print Name: Mary Quenbacz

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24 day of Aug. 2010 by James J. Wheeler. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY STAMP)



  
Notary Public Signature

(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A-1**

**SKETCH OF DESCRIPTION**

(SEE SHEET 2 FOR SKETCH)

**DESCRIPTION:**

That part of the Southwest 1/4 of Section 30, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Begin at the West 1/4 corner of said Section 30; thence run S00°06'21"W along the West line of said Southwest 1/4 for a distance of 42.50 feet; thence, departing said West line, run N89°48'55"E for a distance of 1005.40 feet to the point of curvature of a curve concave Northerly having a radius of 1188.50 feet, a chord bearing of N82°07'40"E, and a chord distance of 317.86 feet; thence run Northeasterly along the arc of said curve through a central angle of 15°22'11" for a distance of 318.82 feet to the North line of the aforesaid Southwest 1/4; thence run S89°48'45"W along said North line for a distance of 1320.19 feet to the POINT OF BEGINNING.

Containing 1.187 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

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.



PAUL TRNKA  
Florida Registered Surveyor and Mapper  
Certificate No. 5244

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

**SURVEYOR'S NOTES:**

- This is not a boundary survey.
- Bearings based on the South line of the Southwest 1/4 of Section 30, Township 23 South, Range 27 East, Orange County, Florida, being S89°49'12"W, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.



**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:

**FOX HEARTLAND, LLC**

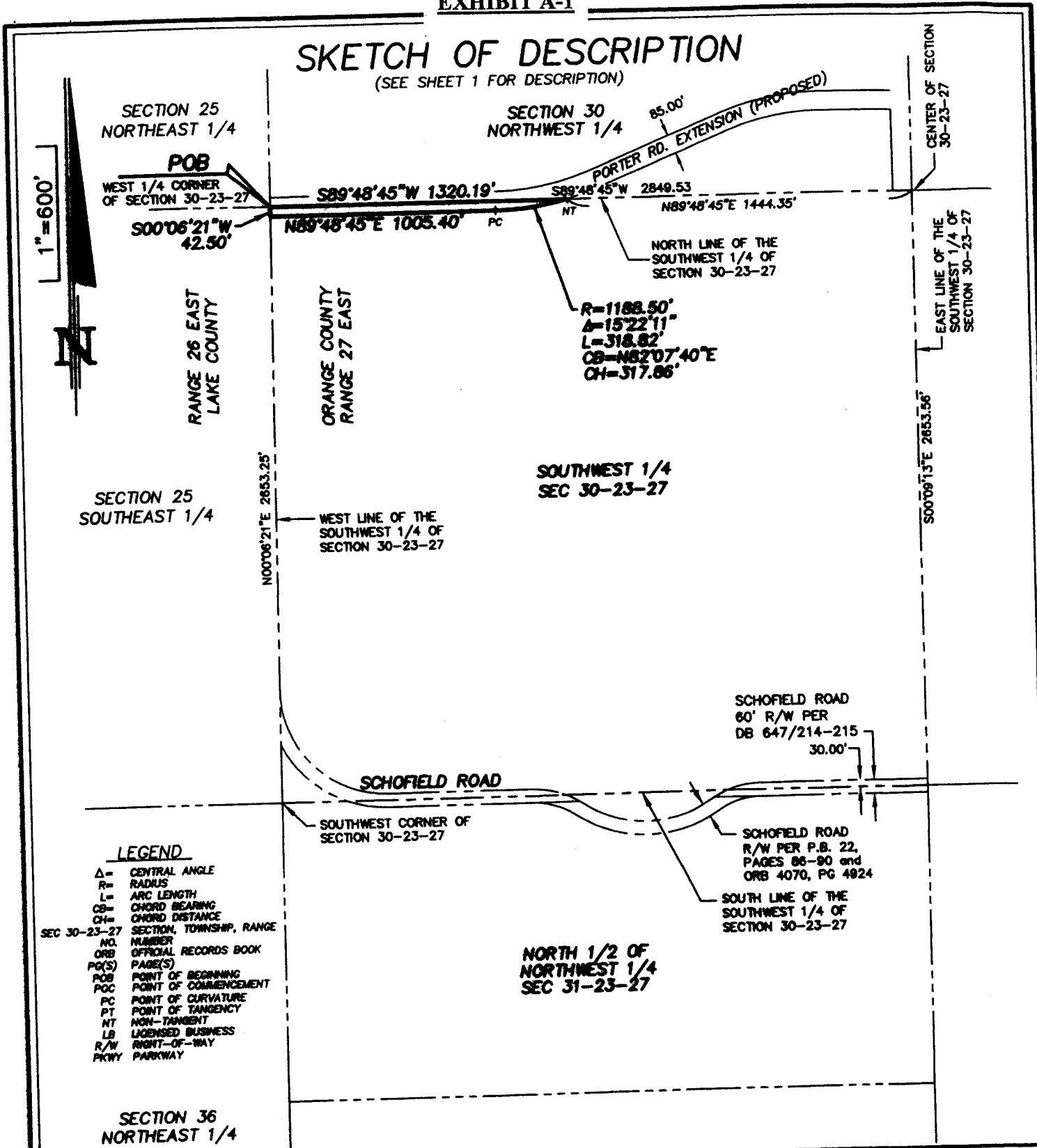
PORTER ROAD EXTENSION - VALENCIA COMMUNITY COLLEGE

REVISIONS:

DRAWN BY: <u>P.T.</u>	CHECKED BY: <u>P.T.</u>	JOB NO. <u>28144.0005</u>	SCALE <u>1"=800'</u>	SHEET <u>1</u>	DWG NO. <u>CS#06-633</u>
DATE: <u>10/27/08</u>	DATE: <u>10/30/08</u>			OF <u>2</u>	

**EXHIBIT A-1**

**SKETCH OF DESCRIPTION**  
(SEE SHEET 1 FOR DESCRIPTION)



**LEGEND**

- $\Delta$  = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- SEC 30-23-27 SECTION, TOWNSHIP, RANGE
- NO. NUMBER
- ORB OFFICIAL RECORDS BOOK
- PG(S) PAGE(S)
- POB 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
- PKWY PARKWAY

**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:  
**FOX HEARTLAND, LLC**  
PORTER ROAD EXTENSION - VALENCIA COMMUNITY COLLEGE

REVISIONS:

SHEET	2	DWG NO.	CS/06-633
OF	2		

DRAWN BY: P.T.	CHECKED BY: P.T.	JOB NO.	SCALE
DATE: 10/27/06	DATE: 10/30/06	26144.0005	1"=600'

**EXHIBIT A-2**

**SKETCH OF DESCRIPTION**

(SEE SHEET 2 FOR SKETCH)

**DESCRIPTION:**

That part of the Southwest 1/4 of Section 30, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of said Southwest 1/4; thence run N00°09'13"W along the East line of said Southwest 1/4 for a distance of 30.00 feet to the POINT OF BEGINNING; thence continue N00°09'13"W along said East line for a distance of 2623.60 feet; thence run S89°48'45"W along the North line of said Southwest 1/4 for a distance of 85.00 feet; thence, departing said North line, run S00°09'13"E for a distance of 2598.58 feet; thence run S44°50'00"W for a distance of 35.36 feet to the North Right-of-way line of existing Schofield Road, said Right-of-way line according to Deed Book 647, Pages 214 through 215, recorded in the Public Records of Orange County, Florida; thence N89°49'12"E along said North right-of-way line for a distance of 110.00 feet to the POINT OF BEGINNING.

Containing 5.127 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**SURVEYOR'S NOTES:**

- This is not a boundary survey.
- Bearings based on the South line of the Southwest 1/4 of Section 30, Township 23 South, Range 27 East, Orange County, Florida, being S89°49'12"W, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Any and all existing easements shown hereon were provided by others and are for informational purposes only. There may be other documents, either private or in the Public Records, which may affect the 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 81G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.

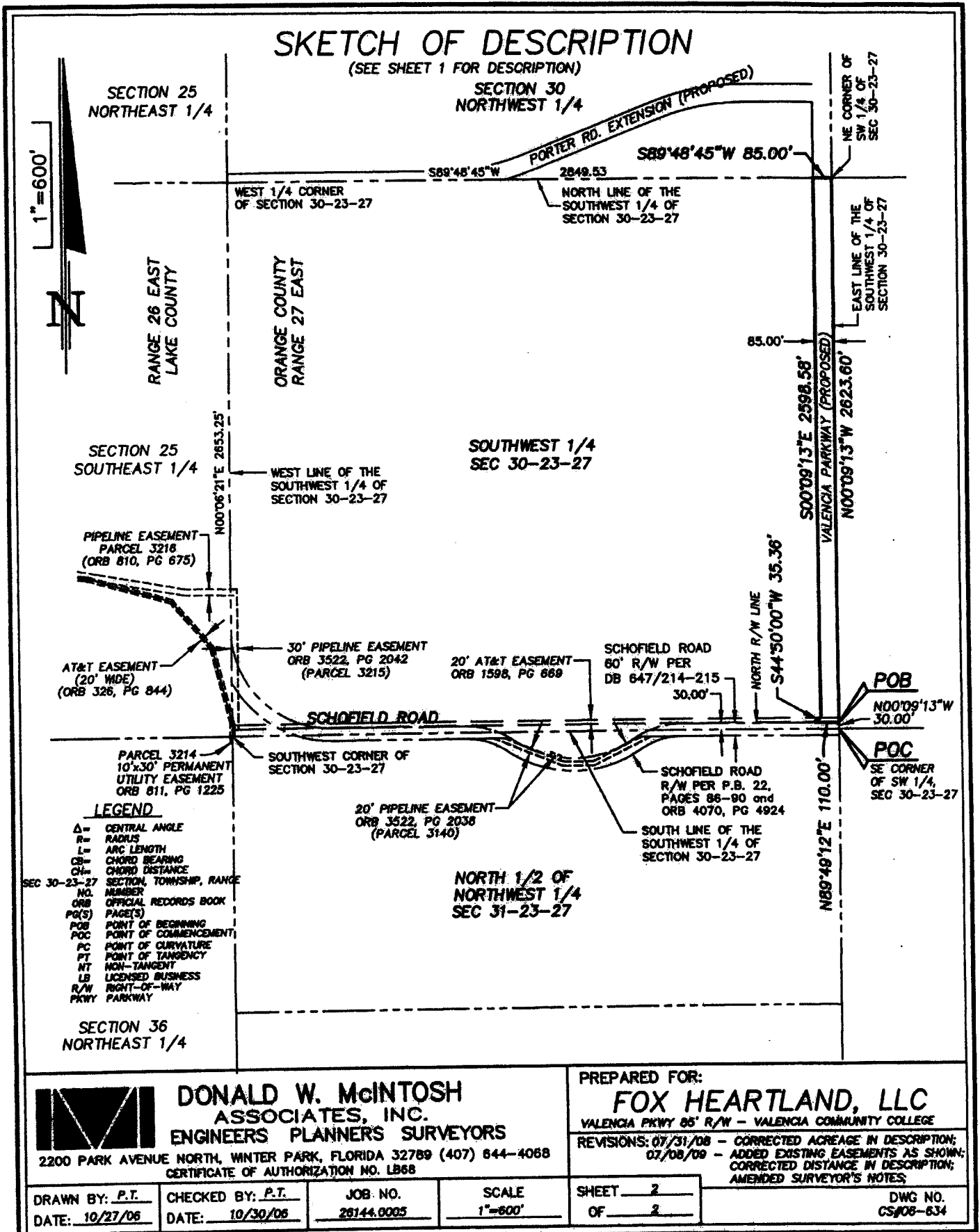
*Paul Trnka*

PAUL TRNKA  
Florida Registered Surveyor and Mapper  
Certificate No. 5244

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

 <p><b>DONALD W. McINTOSH ASSOCIATES, INC.</b> ENGINEERS PLANNERS SURVEYORS</p> <p>2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB88</p>	<p>PREPARED FOR:</p> <p style="font-size: 1.2em;"><b>FOX HEARTLAND, LLC</b></p> <p>VALENCIA PKWY 85' R/W - VALENCIA COMMUNITY COLLEGE</p>		<p>SHEET <u>1</u> OF <u>2</u></p>	<p>DWG NO. CS/08-634</p>
	<p>REVISIONS: 07/31/08 - CORRECTED AGREEMENT IN DESCRIPTION; 07/08/09 - ADDED EXISTING EASEMENTS AS SHOWN; CORRECTED DISTANCE IN DESCRIPTION; AMENDED SURVEYOR'S NOTES;</p>			
<p>DRAWN BY: <u>P.T.</u> DATE: <u>10/27/08</u></p>	<p>CHECKED BY: <u>P.T.</u> DATE: <u>10/30/08</u></p>	<p>JOB NO. <u>26144.0095</u></p>	<p>SCALE <u>1"=600'</u></p>	

**EXHIBIT A-2**



**EXHIBIT A-3**

**SKETCH OF DESCRIPTION**

(SEE SHEETS 3 AND 4 FOR SKETCH)

NEW RIGHT-OF-WAY AREA EXCLUSIVE OF EXISTING SCHOFIELD ROAD RIGHT-OF-WAY

**DESCRIPTION:**

That part Section 30, Township 23 South, Range 27 East, and that part of the North 1/2 of the Northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

PART "A"

Commence at the Northeast corner of said North 1/2 of the Northwest 1/4; thence run S00°12'15"W along the East line of said North 1/2 of the Northwest 1/4 for a distance of 30.00 feet to the POINT OF BEGINNING; thence continue S00°12'15"W along said East line for a distance of 60.00 feet; thence, departing said East line, run S89°49'12"W for a distance of 926.97 feet to a point on a non-tangent curve concave Northwesterly and being in the Southerly right-of-way line of existing Schofield Road, said Schofield Road as shown on the plat of "SHELL POND ESTATES", said plat recorded in Plat Book 22, Pages 86 through 90, in the Public Records of Orange County, Florida, said Schofield Road also as described in a "Resolution Vacating and Annuling Plat" recorded in Official Records Book 4070, Page 4924 of said Public Records; thence Northeasterly along said Southerly right-of-way line and along the arc of said curve having a radius of 560.00 feet, a chord bearing of N55°25'49"E, a chord distance of 0.77 feet, through a central angle of 00°04'45" for a distance of 0.77 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 340.00, a chord bearing of N72°36'19"E and a chord distance of 201.25 feet; thence run Northeasterly along said Southerly right-of-way line and along the arc of said curve through a central angle of 34°25'46" for a distance of 204.31 feet to the point of tangency; thence NB9°49'12"E along said Southerly right-of-way line for a distance of 734.50 feet to the POINT OF BEGINNING.

Containing 1.192 acres more or less.

AND:

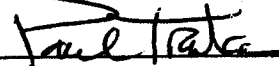
PART "B"

Commence at the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida; thence S89°49'12"W along the South line of the Southwest 1/4 of Section 30, Township 23 South, Range 27 East, Orange County, Florida, said South line also being the North line of said North 1/2 of the Northwest 1/4 of said Section 31, for a distance of 2861.54 feet to the Southwest corner of said Section 30; thence N00°06'21"E along the West line of the Southwest 1/4 of said Section 30 for a distance of 684.40 feet to the POINT OF BEGINNING; thence, continue

(CONTINUED ON SHEET 2)

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.



PAUL TRNKA  
Florida Registered Surveyor and Mapper  
Certificate No. 5244

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

**SURVEYOR'S NOTES:**

- This is not a boundary survey.
- Bearings based on the South line of the Southwest 1/4 of Section 30, Township 23 South, Range 27 East, Orange County, Florida, being S89°49'12"W, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.



**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:

**FOX HEARTLAND, LLC**

NEW R/W PORTIONS - PROPOSED KARL KAHLERT PKWY

REVISIONS:

DRAWN BY: <u>P.T.</u>	CHECKED BY: <u>P.T.</u>	JOB NO.	SCALE	SHEET <u>1</u>	DWG NO. CS#08-283
DATE: <u>07/29/08</u>	DATE: <u>07/30/08</u>	<u>26144.0005</u>	<u>1"=600'</u>	OF <u>4</u>	



**EXHIBIT A-3**

**SKETCH OF DESCRIPTION**

(CONTINUED FROM SHEET 1) (SEE SHEETS 3 AND 4 FOR SKETCH)

N00°06'21"E along said West line, 141.14 feet to non-tangent curve concave Southwesterly having a radius of 1700.00 feet and a chord bearing of S56°21'24"E; thence, departing said West line, run Southeasterly along the arc of said curve through a central angle of 06°06'07" for a distance of 181.05 feet to the point of tangency; thence S53°18'20"E, 710.45 feet to the point of curvature of a curve concave Northerly having a radius of 1342.00 feet and a chord bearing of S71°44'34"E; thence Easterly along the arc of said curve through a central angle of 36°52'27" for a distance of 863.68 feet to the point of tangency; thence N89°49'12"E, 598.79 feet to the Northerly right-of-way line of existing Schofield Road, said Schofield Road as shown on the plat of "SHELL POND ESTATES", said plat recorded in Plat Book 22, Pages 86 through 90, in the Public Records of Orange County, Florida, said Schofield Road also as described in a "Resolution Vacating and Annulling Plat" recorded in Official Records Book 4070, Page 4924 of said Public Records, and to the point of cusp of a curve concave Southerly having a radius of 400.00 feet and a chord bearing of S72°36'19"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 34°25'46" for a distance of 240.36 feet to the point of reverse curvature of a curve concave Northerly having a radius of 500.00 feet and a chord bearing of S89°49'13"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 68°51'33" for a distance of 600.91 feet to the point of reverse curvature of a curve concave Southerly having a radius of 400.00 feet and a chord bearing of N72°57'54"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 34°25'47" for a distance of 240.37 feet to the point of tangency; thence S89°49'12"W along said Northerly right-of-way line, 161.14 feet to a non-tangent curve concave Northeasterly having a radius of 1462.00 feet and a chord bearing of N60°03'19"W; thence departing said Northerly right-of-way line, run Northwesterly along the arc of said curve through a central angle of 13°29'57" for a distance of 344.45 feet to the point of tangency; thence N53°18'20"W, 710.45 feet to the point of curvature of a curve concave Southwesterly having a radius of 1580.00 feet and a chord bearing of N55°03'29"W; thence Northwesterly along the arc of said curve through a central angle of 03°30'16" for a distance of 96.64 feet to the POINT OF BEGINNING.

Containing 5.667 acres more or less.

AND:

**PART "C"**

Commence at the Northeast corner of said North 1/2 of the Northwest 1/4 of said Section 31; thence S00°12'15"W along the East line of said North 1/2, 30.00 feet to the Southerly right-of-way line of existing Schofield Road, said Schofield Road as shown on the plat of "SHELL POND ESTATES", said plat recorded in Plat Book 22, Pages 86 through 90, in the Public Records of Orange County, Florida, said Schofield Road also as described in a "Resolution Vacating and Annulling Plat" recorded in Official Records Book 4070, Page 4924 of said Public Records; thence, departing said East line, S89°49'12"W along said Southerly right-of-way line, 734.50 feet to the point of curvature of a curve concave Southeasterly having a radius of 340.00 feet and a chord bearing of S72°36'19"W; thence run Southwesterly along said Southerly right-of-way line and along the arc of said curve through a central angle of 34°25'46" for a distance of 204.31 feet to the point of reverse curvature of a curve concave Northerly having a radius of 560.00 feet and a chord bearing of S89°49'13"W; thence run Westerly along said Southerly right-of-way line and along the arc of said curve through a central angle of 68°51'33" for a distance of 673.02 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 340.00 feet and a chord bearing of N59°49'24"W; thence run Northwesterly along said Southerly right-of-way line and along the arc of said curve through a central angle of 08°08'47" for a distance of 48.34 feet to the POINT OF BEGINNING; thence continue Northwesterly along said Southerly right-of-way line and along the arc of said curve having a radius of 340.00 feet and now with a chord bearing of N76°39'30"W, through a central angle of 25°31'26" for a distance of 151.46 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1462.00 feet and a chord bearing of S76°39'30"E; thence, departing said Southerly right-of-way line, run Southeasterly along the arc of said curve through a central angle of 05°53'22" for a distance of 150.28 feet to the POINT OF BEGINNING.

Containing 0.024 acres more or less.

The foregoing Parts "A", "B" and "C" together containing 6.883 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



**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:

**FOX HEARTLAND, LLC**

NEW R/W PORTIONS - PROPOSED KARL KAHLERT PKWY

REVISIONS:

DRAWN BY: <u>P.T.</u>	CHECKED BY: <u>P.T.</u>	JOB NO. <u>26144.0005</u>	SCALE <u>1"=600'</u>	SHEET <u>2</u>	DWG NO. <b>CS#08-283</b>
DATE: <u>07/29/08</u>	DATE: <u>07/30/08</u>			OF <u>4</u>	

**EXHIBIT A-3**

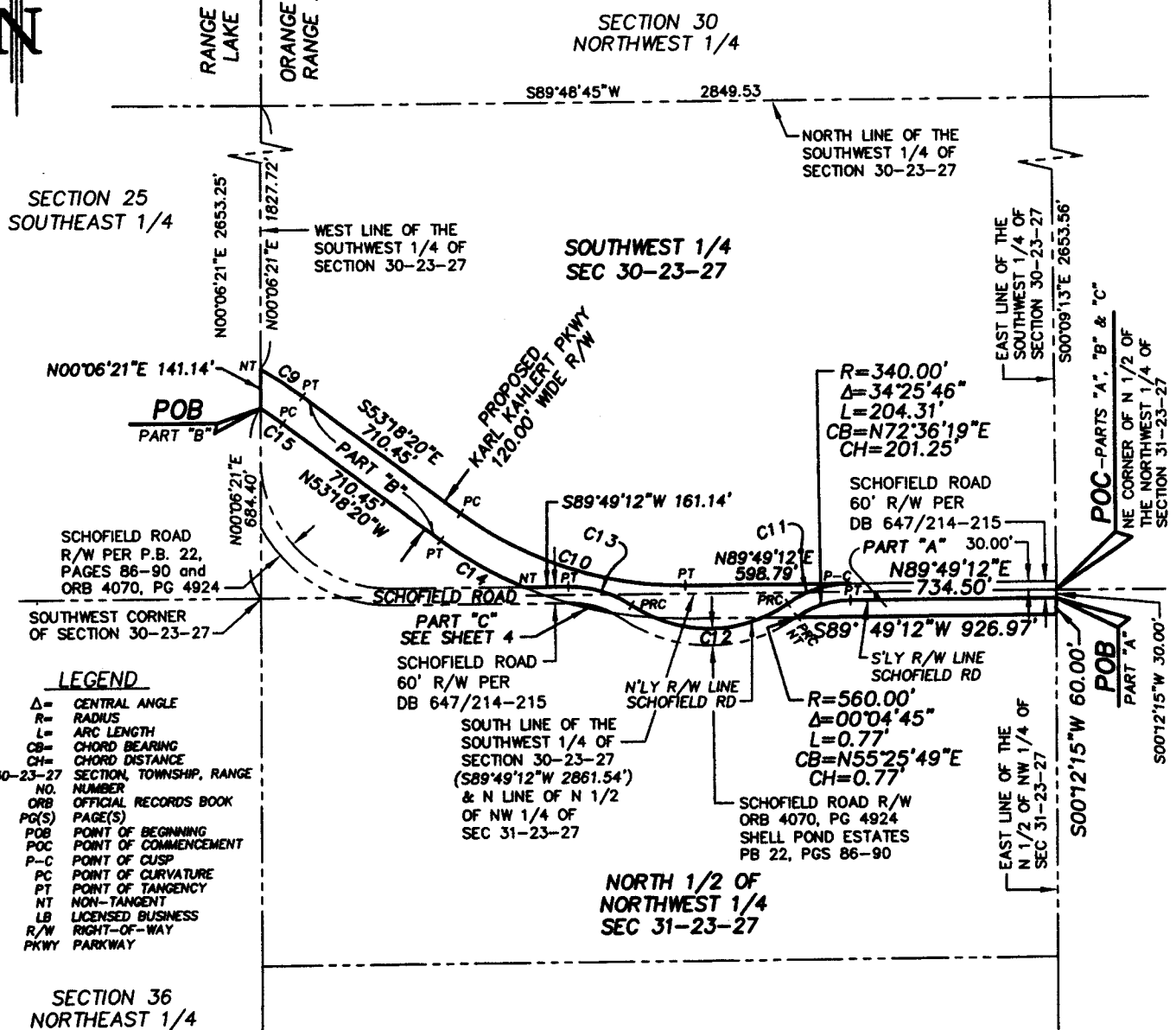
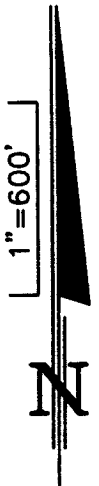
**SKETCH OF DESCRIPTION**

(SEE SHEET 1 FOR DESCRIPTION)

**CURVE TABLE (THIS SHEET ONLY):**

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C9	1700.00'	06°06'07"	181.05'	180.96'	S56°21'24"E
C10	1342.00'	36°52'27"	863.68'	848.85'	S71°44'34"E
C11	400.00'	34°25'46"	240.36'	236.76'	S72°36'19"W
C12	500.00'	68°51'33"	600.91'	565.39'	S89°49'13"W
C13	400.00'	34°25'47"	240.37'	236.77'	N72°57'54"W
C14	1462.00'	13°29'57"	344.45'	343.66'	N60°03'19"W
C15	1580.00'	03°30'16"	96.64'	96.63'	N55°03'29"W

(NOTE: C1 THROUGH C8 NOT USED ON THIS SHEET.)



**LEGEND**

- Δ= CENTRAL ANGLE
- R= RADIUS
- L= ARC LENGTH
- CB= CHORD BEARING
- CH= CHORD DISTANCE
- SEC 30-23-27 SECTION, TOWNSHIP, RANGE
- NO. NUMBER
- ORB OFFICIAL RECORDS BOOK
- PG(S) PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- P-C POINT OF CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- PKWY PARKWAY

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

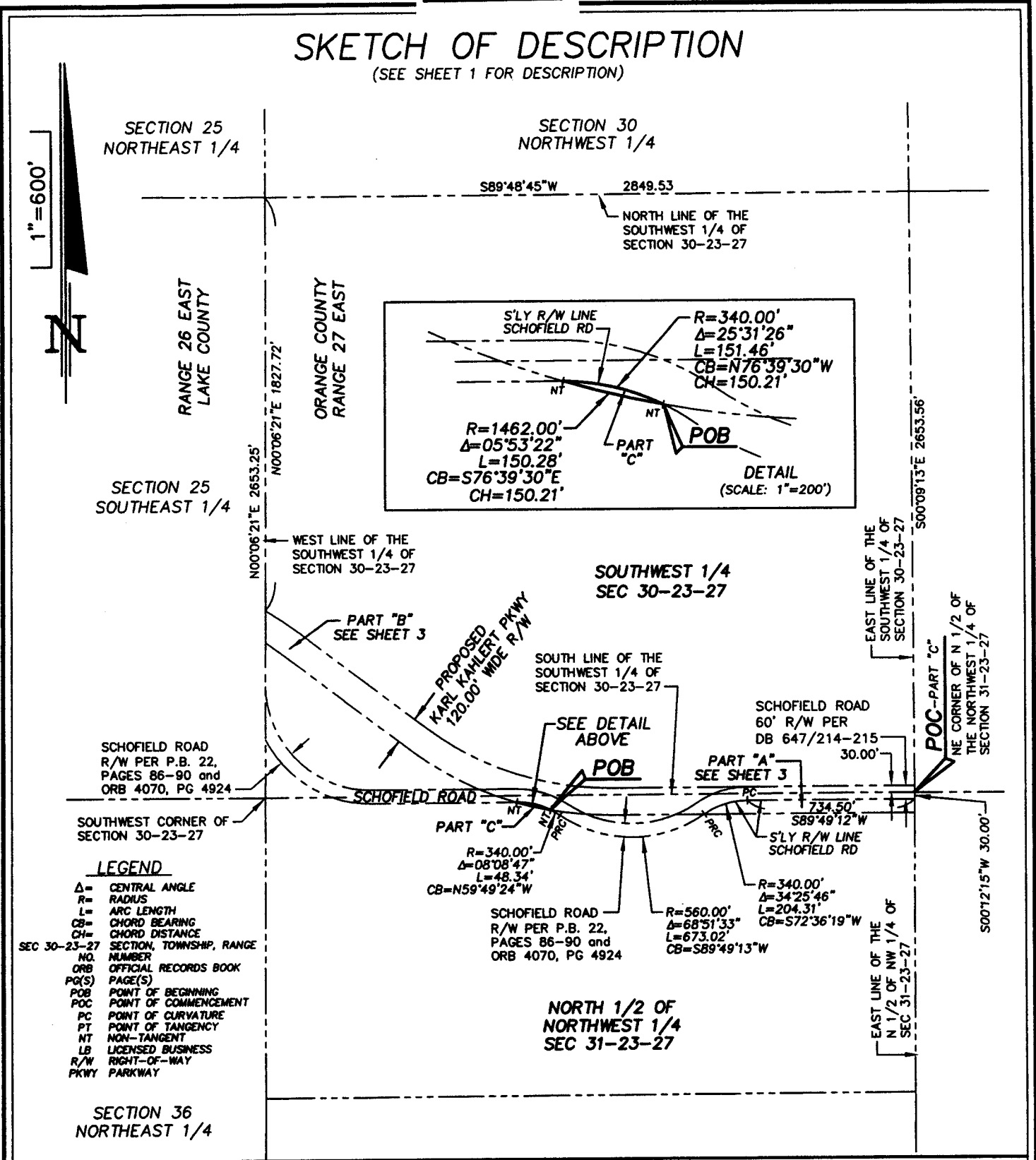
PREPARED FOR:  
**FOX HEARTLAND, LLC**  
 NEW R/W PORTIONS - PROPOSED KARL KAHLERT PKWY

DRAWN BY: <u>P.T.</u>	CHECKED BY: <u>P.T.</u>	JOB NO. <u>26144.0005</u>	SCALE <u>1"=600'</u>	SHEET <u>3</u>	DWG NO. <u>CS#08-283</u>
DATE: <u>07/29/08</u>	DATE: <u>07/30/08</u>			OF <u>4</u>	

**EXHIBIT A-3**

**SKETCH OF DESCRIPTION**

(SEE SHEET 1 FOR DESCRIPTION)



**LEGEND**

- Δ= CENTRAL ANGLE
- R= RADIUS
- L= ARC LENGTH
- CB= CHORD BEARING
- CH= CHORD DISTANCE
- SEC 30-23-27 SECTION, TOWNSHIP, RANGE
- NO. NUMBER
- ORB OFFICIAL RECORDS BOOK
- PG(S) PAGE(S)
- POB 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
- PKWY PARKWAY



**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:  
**FOX HEARTLAND, LLC**  
 NEW R/W PORTIONS - PROPOSED KARL KAHLERT PKWY

REVISIONS:

DRAWN BY: P.T.	CHECKED BY: P.T.	JOB NO. 26144.0005	SCALE 1"=600'	SHEET 4 OF 4	DWG NO. CS#08-283
DATE: 07/29/08	DATE: 07/30/08				

**EXHIBIT B-1**

**SKETCH OF DESCRIPTION  
TRACT C**

A portion of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCING at the North 1/4 corner of Section 31, Township 23 South, Range 27 East, Orange County, Florida; thence run South 00°12'15" West, along the West line of the Northeast 1/4 of said Section 31, for a distance of 30.00 feet to a point on the South right of way line of Schofield Road, also being the POINT OF BEGINNING; thence run North 89°44'27" East, along said South right of way line, for a distance of 686.67 feet; thence departing said South right of way line, run South 00°05'53" East, for a distance of 71.24 feet; thence run South 85°41'01" West, for a distance of 664.17 feet; thence run South 42°56'38" West, for a distance of 36.72 feet to a point on the West line of the Northeast 1/4 of said Section 31; thence run North 00°12'15" East, along said West line, for a distance of 145.00 feet to the POINT OF BEGINNING.

Containing 66,001.25 square feet, or 1.52 acres, more or less.

SHEET 1 OF 2



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

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 31-23-27 AS BEING AN ASSUMED BEARING OF NORTH 89°44'27" EAST.

28074 SKETCHES SK3.DWG

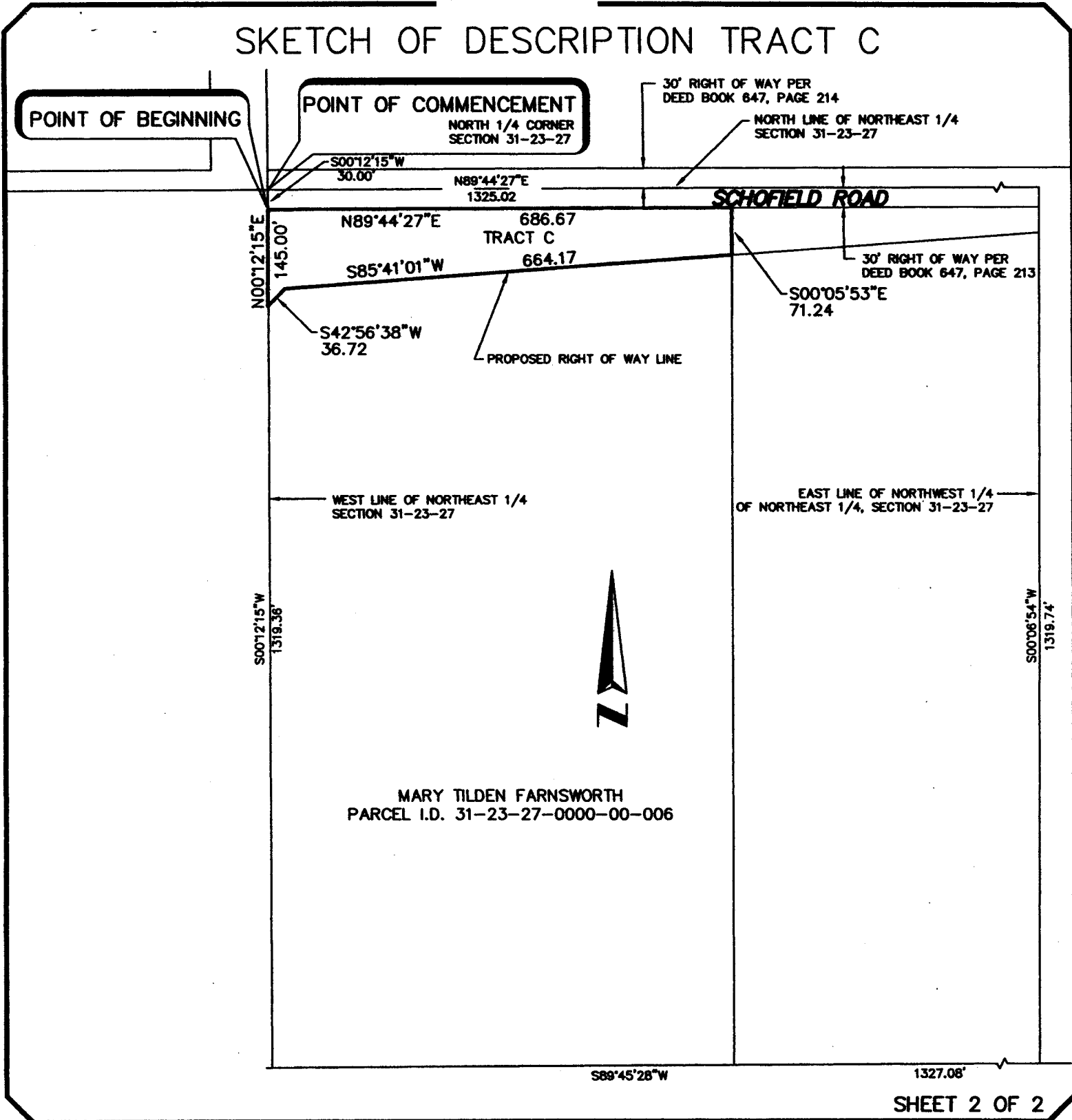
JOB NO. <u>25014</u>	CALCULATED BY: <u>EGT</u>
DATE: <u>5/18/05</u>	DRAWN BY: <u>EGT</u>
SCALE: <u>1 INCH = 200 FEET</u>	CHECKED BY: <u>JLR</u>
FIELD BY: <u>N/A</u>	

FOR THE LICENSED BUSINESS #6723 BY:

*[Signature]*  
JAMES L. RICKMAN, PSM #5833

**EXHIBIT 3-1**

**SKETCH OF DESCRIPTION TRACT C**



SHEET 2 OF 2

25014\SKETCHES\SK3.DWG

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 31-23-27 AS BEING AN ASSUMED BEARING OF NORTH  $89^{\circ}44'27''$  EAST.

JOB NO. 25014  
 DATE: 5/18/05  
 SCALE: 1 INCH = 200 FEET  
 FIELD BY: N/A

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



**ALLEN & COMPANY**

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

**EXHIBIT B-2**

**SKETCH OF DESCRIPTION  
TRACT K**

A portion of the Northeast 1/4 of Section 31, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCING at the North 1/4 corner of Section 31, Township 23 South, Range 27 East, Orange County, Florida; thence run South 00°12'15" West, along the West line of the Northeast 1/4 of said Section 31, for a distance of 30.00 feet to a point on the South right of way line of Schofield Road; thence run North 89°44'27" East, along said South right of way line, for a distance of 686.67 feet to the POINT OF BEGINNING; thence continue along said South right of way line for a distance of 488.68 feet to a point on the Westerly line of Parcel 248, as recorded in Official Records Book 7341, page 7374 of the Public Records of Orange County, Florida; thence departing said South right of way line, run South 77°22'54" East, along the said Westerly line of Parcel 248 for a distance of 122.70; thence run North 89°05'32" East, along the said Westerly line of Parcel 248 for a distance of 12.24 feet; thence departing said Westerly line of Parcel 248, run South 85°41'01" West, for a distance of distance of 622.29 feet; thence run North 00°05'53" West, for a distance of 71.24 feet to the POINT OF BEGINNING.

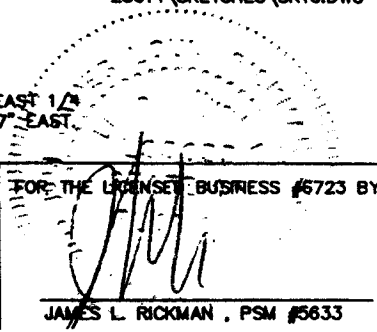
Containing 28,577.50 square feet, or 0.66 acres, more or less.

SHEET 1 OF 2

25014\SKETCHES\SK10.DWG

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 31-23-27 AS BEING AN ASSUMED BEARING OF NORTH 89°44'27" EAST.



FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, PSM #5633



**ALLEN  
&  
COMPANY**

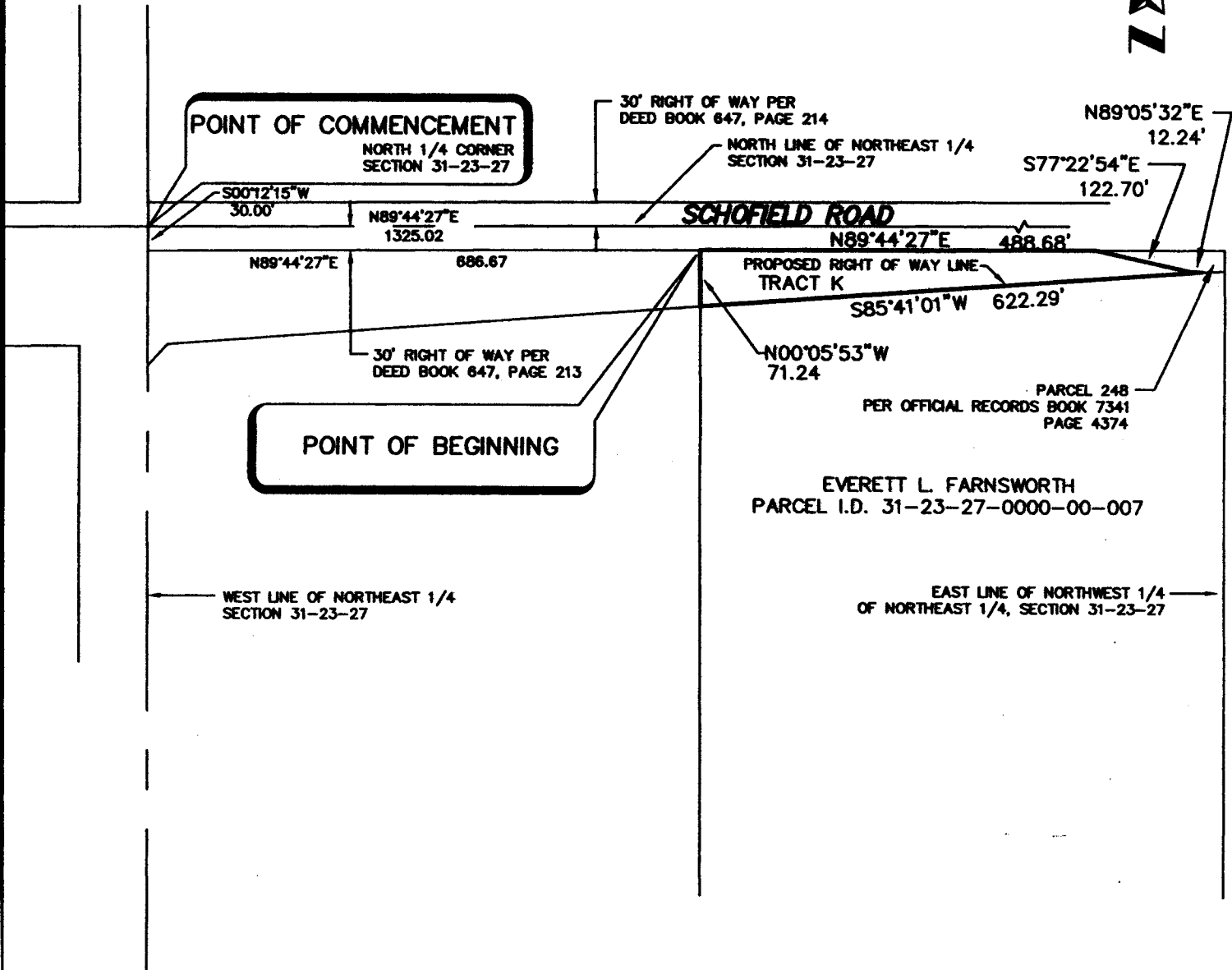
16 East Plant Street  
Winter Garden, Florida 34787 • (407) 894-5355

JOB NO.	25014
DATE:	5/18/05
SCALE:	1 INCH = 200 FEET
FIELD BY:	N/A

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

**EXHIBIT B-2**

**SKETCH OF DESCRIPTION  
TRACT K**



SHEET 2 OF 2

25014\SKETCHES\SK10.DWG



16 East Plant Street  
Meadow Garden, Florida 34707 • (407) 654-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 31-23-27 AS BEING AN ASSUMED BEARING OF NORTH 89°44'27" EAST.

JOB NO. 25014	CALCULATED BY: EGT
DATE: 5/18/05	DRAWN BY: EGT
SCALE: 1 INCH = 200 FEET	CHECKED BY: JLR
FIELD BY: N/A	