

BCC Mtg. Date: Mar. 1, 2016




**Interoffice Memorandum**

**AGENDA ITEM**

February 8, 2016

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

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

**CONTACT PERSON: Dean Stites, Concurrency Management Official**  
**Concurrency Management Office**  
**407 836-5601**

SUBJECT: March 1, 2016 – Consent Item  
School Concurrency Mitigation Agreement OC-15-037  
Zen Luxury Living – Parcel ID#: 08-24-28-0000-00-009

On September 16, 2008, the Board of County Commissioners (BCC) amended Chapter 30, Orange County Code (the "Code"), to include the legislative requirements of school concurrency. The provisions in the Code are based on statutory requirements and on the terms of the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of School Concurrency, entered into by the County, the School Board of Orange County (the "School Board") and municipalities within the County (June 10, 2008, as amended from time-to-time, the "Interlocal Agreement"). Section 30-622 of the Code requires applicants to submit proposed school proportionate share mitigation agreements to the Concurrency Management Official, following negotiation with the School Board and the County Attorney's Office, for review and recommendation to the BCC. This is the thirteenth such agreement to come to the BCC.

The subject School Concurrency Mitigation Agreement (the "Mitigation Agreement") is among the County, the School Board, and Zen Luxury Living, LLC, a Florida limited liability company. The project consists of 258 multi-family residential units; however, the Agreement only covers 61 of those 258 multi-family residential units (the remainder of the units are vested from school concurrency). The project is located on the East side of 535 between Vista Oaks Court and Perrihouse Acres Lane in District 1. The Mitigation Agreement is necessary because the project affects certain area middle school(s), which currently operate below the adopted level of service standard.

Page Two

March 1, 2016 – Consent Item

School Concurrency Mitigation Agreement OC-15-037 Zen Luxury Living

Parcel: 08-24-28-0000-00-009

Pursuant to Section 30-622 of the Code, if there is insufficient available school capacity within a Concurrency Service Area to meet the demand created by the proposed Residential development, and the applicant and the School Board have agreed upon mitigation to satisfy the school concurrency requirements for the proposed residential development, then the applicant, School Board, and County must memorialize the terms of the mitigation in an agreement. In accordance with the formula set forth in Section 30-622(4)(b)9 of the Code, the School Board has calculated the proportionate share mitigation payment to be \$63,044.11.

Pursuant to Section 163.3180, Florida Statutes, the applicant is entitled to impact fee credits on a dollar for dollar basis for any proportionate share mitigation paid for the same need. Therefore, the School Board has included provisions in the Mitigation Agreement allowing for a School Impact Fee credit account. This Agreement also requires payment of Capacity Reservation Fees prior to issuance of building permits for this project.

The School Board approved this agreement on January 26, 2016.

**ACTION REQUESTED: Approval and execution of School Concurrency Mitigation Agreement OC-15-037 Project Name: Zen Luxury Living Parcel ID#: 08-24-28-0000-00-009 entered into by The School Board of Orange County Florida, Orange County, Florida, and Zen Luxury Living, LLC. District 1**

JVW/DS:rep

Attachments

BCC Mtg. Date: Mar. 1, 2016

After recording return to:

Julie C. Salvo, AICP  
Orange County Public Schools  
445 West Amelia Street  
Orlando, Florida 32801-1129

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL CONCURRENCY  
MITIGATION AGREEMENT**

**OC-15-037**

**Project Name: Zen Luxury Living**

**Parcel ID#: 08-24-28-0000-00-009**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT (“Agreement”), is entered into by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, (“School Board”); ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“County” or “Applicable Local Government”); and ZEN LUXURY LIVING, LLC, a Florida limited liability company whose address is 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819 (the “Applicant”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain “First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency” (the “Interlocal Agreement”), and

WHEREAS, pursuant to Section 18.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the Residential Development, the number of Residential Units that will be created, a phasing

schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant's property, as well as all other information required pursuant to Section 18.5 of the Interlocal Agreement, to the County; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land located in County Commission District 1 in Orange County, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), the location of which is illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the County in connection with a proposal to obtain approval for a development plan in order to develop two hundred fifty-eight (258) multi-family Residential Units on the Property (the "Project") and the County has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, of the two hundred fifty-eight (258) units in the Project, one hundred ninety-seven (197) multi-family Residential Units are the subject of and benefitted by School Concurrency Vested Rights Certificate #15-006, leaving sixty-one (61) units subject to the School Concurrency Determination Application and Development Analysis (the "Prop Share Units"); and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Applicant and the School Board entered into the School Mitigation Agreement for Capacity Enhancement #OC-15-010 (the "CEA") with an effective date of September 15, 2015, and recorded in Book 10992, Page 7979, Document Number 20150517829, Public Records of Orange County, Florida, to address the impact caused by the Project on the applicable School Attendance Zone; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the middle school level to serve the new multi-family Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed new Residential Units will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination Application and is intended to satisfy the requirements of Florida law and the Orange County Code.

4. PROPORTIONATE SHARE MITIGATION. The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School Capacity created by the Prop Share Units and to provide additional capacity for four (4) middle school students, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

Payment in the amount of SIXTY-THREE THOUSAND FORTY-FOUR AND 11/100 DOLLARS (\$63,044.11) to cover the Proportionate Share Mitigation associated with providing the necessary capacity to complete the Prop Share Units portion of the Project (the "Proportionate Share") to the School Board. Such payment shall be due and payable prior to the time the building permits for the Prop Share Units are issued and has been calculated in accordance with the formula found in Section 19.2 of the Interlocal Agreement. To the extent the Applicant's proposed Residential Development is subject to a CEA, any capacity enhancement mitigation paid pursuant to such agreement was applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit was subtracted from the total Proportionate Share Mitigation required pursuant to the Interlocal Agreement and is reflected in the Proportionate Share required in this Section 4. Note: Applicant submitted payment of their CEA Capital Contribution of \$9,427.00 on December 4, 2015.

5. USE OF PROPORTIONATE SHARE. The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the five (5) year district work plan of the School Board's District Facilities Work Program which satisfies the demands from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the Project, as provided in Section 19.6 of the Interlocal Agreement.

6. IMPACT FEE CREDIT. The Proportionate Share paid pursuant to this Agreement shall be credited against the School Impact Fee on a dollar for dollar basis at fair market value.

The School Board shall notify the County of the amount of the School Impact Fee Credit based upon thirteen (13) Equivalent Residential Units (as defined in Section 30-622 of the

Orange County Code), currently estimated to be FIFTY THOUSAND NINE HUNDRED SEVENTY THREE AND 00/100 DOLLARS (\$50,973.00), and shall request a School Impact Fee credit account in such amount upon receipt of the Proportionate Share Mitigation.

7. ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION. Upon final execution of this Agreement by all Parties hereto, the School Board shall issue a School Concurrency Recommendation documenting that School Capacity will be available for the Prop Share Units. This recommendation may be used by the County to issue a Capacity Encumbrance Letter in accordance with Section 18.7 of the Interlocal Agreement.

8. SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION. Within twenty-one (21) days of the Effective Date of this Agreement (as defined in Section 24 below), provided the Project is in compliance with the County Code and otherwise meets all applicable rules, regulations, and laws, and upon payment of any applicable administrative fees, County shall issue to the Applicant a Capacity Encumbrance Letter sufficient to encumber school capacity for the Prop Share Units.

At such time as Applicant has paid the Proportionate Share and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for the Prop Share Units as reflected on the application; provided, however, the Applicant shall be required to apply for and obtain a School Capacity Reservation Certificate ("SCRC") prior to the expiration of the Capacity Encumbrance Letter and provided further if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable capacity bank. Applicant may utilize funds available in any School Impact Fee Credit account set up as a result of this Agreement to pay said School Capacity Reservation Fees.

9. CAPACITY RESERVATION FEE. In order to reserve capacity for the Prop Share Units and in order to receive a SCRC, prior to expiration of Applicant's Capacity Encumbrance Letter, Applicant shall be required to pay a School Capacity Reservation Fee for the Prop Share Units in accordance with Section 30-599 of the Orange County Code which School Capacity Reservation Fee may be paid with any School Impact Fee Credit account set up as a result of this Agreement. As of the date of this Agreement, the total School Capacity Reservation Fees for the Prop Share Units are estimated to be TWO HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$239,181.00) and are anticipated to be paid in accordance with the schedule below. However, Applicant shall be obligated to pay the School Capacity Reservation Fees at the rates in effect at the time Applicant applies for the SCRC for the Project and in accordance with the schedule contained within the SCRC at the time of issuance.

- a. Prior to plat approval and upon application for a SCRC:  
\$ 79,727.00; and
- b. 12 months from date of SCRC:  
\$ 79,727.00; and

c. 24 months from date of SCRC:

\$ 79,727.00 (the remaining balance of the SCRC fees).

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 30-599 of the County Code. In the event Applicant has an established pre-paid School Impact Fee Account, the School Capacity Reservation Fees may be paid from such School Impact Fee Account.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the County and the School Board agree to an extension of the Applicant's Certificate of School Concurrence:

a. The County's Development Review Committee (DRC) does not approve the development plan for 258 multi-family Residential Units within one hundred eighty (180) days from submittal by the Applicant of a complete and sufficient development plan and application to the County's DRC. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board. Note: the Development Plan for the Project was approved by the Orange County DRC on June 10, 2015.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met.

11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and 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 other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board	Superintendent
	445 West Amelia Street
	Orlando, Florida 32801

With a Copy to: Office of Planning & Governmental Relations  
445 West Amelia Street  
Orlando, Florida 32801

Owner/Applicant: Zen Luxury Living, LLC  
Attn: Charles Whittall, Manager  
7940 Via Dellagio Way, Suite 200  
Orlando, FL 32819

County: Orange County Community, Environmental, and Development Services  
Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16. AMENDMENTS. No modification, amendment, or alteration to the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.



19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Orange County, Florida.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.


24. EFFECTIVE DATE. The effective date of this Agreement 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 (the "Effective Date").

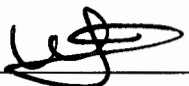
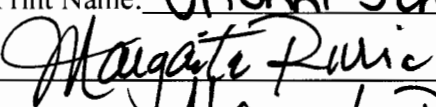
*Signatures on Following Page*

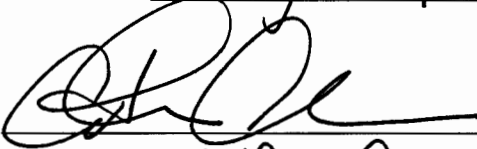
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

Signed, sealed and delivered in the

Presence of:

  
\_\_\_\_\_  
Print Name: Catherine Caparelli

  
\_\_\_\_\_  
Print Name: Vittorio Jenkins  
  
\_\_\_\_\_  
Print Name: Margareta Riveria

  
\_\_\_\_\_  
Print Name: Catherine Caparelli

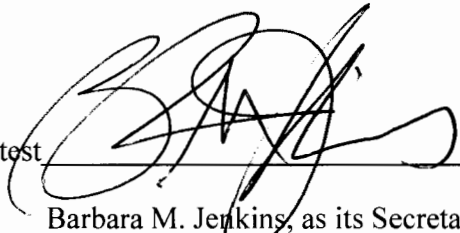
“SCHOOL BOARD”

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

By: 

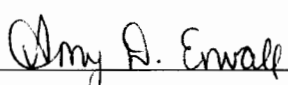
William E. Sublette, Chairman

Date: January 28, 2016

Attest:   
\_\_\_\_\_  
Barbara M. Jenkins, as its Secretary and Superintendent

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this 24 day of JANUARY, 2016 for its exclusive use and reliance.

  
\_\_\_\_\_  
Eileen D. Fernandez, Esq., Associate General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2016, by William E. Sublette, as the Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one)  is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Margarita Rivera  
Printed Name: Margarita Rivera  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2016, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida on behalf of the School Board. Said person (check one) \_\_\_\_\_ is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Susan Adams  
Printed Name: Susan Adams  
Notary Public, State of Florida  
Commission No. FF 175149  
My commission expires: 11/9/2018

Signed, sealed and delivered in the

Presence of:

“APPLICANT”

ZEN LUXURY LIVING, LLC, a Florida limited liability company

BY: CW Family, LLLP, a Florida Limited Partnership, its Manager

BY: CW Family, LLC, a Florida Limited Liability Company, its General Partner

Print Name: Amy Barnard

*[Signature]*  
Print Name: *Nelly Soto*  
Nelly Soto

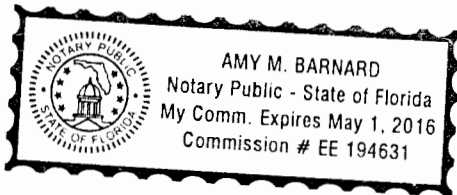
*[Signature]*

By: Charles Whittall, Manager

Date: January 14, 2016

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2016, by Charles Whittall as MANAGER of Zen Luxury Living, LLC, a Florida limited liability co. on behalf of said corporation/partnership/limited liability company. Said person (check one)  is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



*[Signature]*  
Printed Name: Amy Barnard  
Notary Public, State of Florida  
Commission No. EE 194631  
My commission expires: MAY 1, 2016



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

*TJ*  
Teresa Jacobs  
Orange County Mayor

Date: 3.1.16

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

By: *Jessica Vaupel*  
for Deputy Clerk

### Exhibit "A"

LOT 3 AND LOT 4, VISTA OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 24 SOUTH, RANGE 28 EAST; THENCE RUN N00°00'00"E ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2671.43 FEET; THENCE RUN N89°57'28"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 45.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, VISTA OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE THE FOLLOWING BEARINGS AND DISTANCES RUN ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD No. 535 AS RECORDED IN OFFICIAL RECORDS BOOK 4909, PAGE 1837, ORANGE COUNTY, FLORIDA: RUN N00°00'00"E, A DISTANCE OF 90.68 FEET; THENCE RUN N00°54'54"E, A DISTANCE OF 113.77 FEET; THENCE RUN N00°31'25"W, A DISTANCE OF 56.20 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, FROM A RADIAL BEARING OF S73°03'01"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°03'01", AN ARC DISTANCE OF 38.24 FEET, HAVING A CHORD BEARING OF N53°28'30"E AND A CHORD DISTANCE OF 35.71 FEET; THENCE RUN S90°00'00"E ALONG THE SOUTH RIGHT OF WAY LINE OF VISTA OAKS COURT PER SAID PLAT OF VISTA OAKS, A DISTANCE OF 191.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°50'00", AN ARC DISTANCE OF 18.69 FEET, HAVING A CHORD BEARING OF S68°35'00"E AND A CHORD DISTANCE OF 18.26 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°51'39", AN ARC DISTANCE OF 94.13 FEET, HAVING A CHORD BEARING OF N78°54'11"E AND A CHORD DISTANCE OF 80.83 FEET; THENCE RUN S65°01'39"E ALONG THE SOUTH LINE OF LOT 5 OF SAID PLAT OF VISTA OAKS, A DISTANCE OF 327.45 FEET; THENCE RUN N00°00'25"W ALONG THE EAST LINE OF SAID PLAT OF VISTA OAKS AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 590.18 FEET; THENCE RUN S73°19'13"E, A DISTANCE OF 260.99 FEET; THENCE RUN N89°58'46"E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 409.03 FEET; THENCE RUN S00°00'02"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 667.02 FEET; THENCE RUN S89°57'28"W ALONG THE THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1273.13 FEET TO THE POINT OF BEGINNING.



Exhibit "B" - Location Map



**Planning &  
Governmental Relations**  
Orange County Public Schools



**Jurisdiction: Orange County**  
**School Board Dist.: # 4**  
**Parcel ID: 08-24-28-0000-00-009**  
**Acreage: +/- 13.382 ac**

**Affected Schools**  
**Sand Lake ES**  
**Bridgewater MS**  
**West Orange HS**

**Zen Luxury Living**