

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA**

WALT DISNEY PARKS AND RESORTS U.S., INC.,

Plaintiff,

v.

RONALD D. DESANTIS, in his official capacity as Governor of Florida; MEREDITH IVEY, in her official capacity as Acting Secretary of the Florida Department of Economic Opportunity; MARTIN GARCIA, in his official capacity as Board Chair of the Central Florida Tourism Oversight District; MICHAEL SASSO, in his official capacity as Board Member of the Central Florida Tourism Oversight District; BRIAN AUNGST, JR., in his official capacity as Board Member of the Central Florida Tourism Oversight District; RON PERI, in his official capacity as Board Member of the Central Florida Tourism Oversight District; BRIDGET ZIEGLER, in her official capacity as Board Member of the Central Florida Tourism Oversight District; and JOHN CLASSE, in his official capacity as Administrator of the Central Florida Tourism Oversight District,

Defendants.

Case No.
4:23-cv-00163-MW-MJF

FIRST AMENDED COMPLAINT

FOR DECLARATORY AND INJUNCTIVE RELIEF

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Plaintiff Walt Disney Parks and Resorts U.S., Inc. (“Disney” or the “Company”), the owner and operator of the Walt Disney World Resort (“Walt Disney World”) in Central Florida, alleges in support of its First Amended Complaint for Declaratory and Injunctive Relief as follows:

INTRODUCTION

“[T]his all started, of course, with our parents’ rights bill.”
—Governor Ronald D. DeSantis, May 5, 2023.

1. For more than half a century, Disney has made an immeasurable impact on Florida and its economy, establishing Central Florida as a top global tourist destination and attracting tens of millions of visitors to the State each year. People and families from every corner of the globe have traveled to Walt Disney World because of the unrivaled guest experience it provides and the deep emotional connection that generations of fans have with Disney’s timeless stories and characters.

2. A targeted campaign of government retaliation—orchestrated at every step by Governor DeSantis as punishment for Disney’s protected speech—now threatens Disney’s business operations, jeopardizes its economic future in the region, and violates its constitutional rights.

3. The State’s actions over the last two weeks are the latest strikes. At the Governor’s bidding, the State’s oversight board has purported to “void” publicly noticed and duly agreed development contracts, which had laid the

foundation for billions of Disney’s investment dollars and thousands of jobs. Days later, the State Legislature enacted and Governor DeSantis signed legislation rendering these contracts immediately void and unenforceable. These government actions were patently retaliatory, patently anti-business, and patently unconstitutional. But the Governor and his allies have made clear they do not care and will not stop. The Governor recently declared that his team would not only “void the development agreement”—just as the State has now done, twice—but also planned “to look at things like taxes on the hotels,” “tolls on the roads,” “developing some of the property that the district owns” with “more amusement parks,” and even putting a “state prison” next to Walt Disney World. “Who knows? I just think the possibilities are endless,” he said.

4. Disney regrets that it has come to this. But having exhausted efforts to seek a resolution, the Company is left with no choice but to file this lawsuit to protect its cast members, guests, and local development partners from a relentless campaign to weaponize government power against Disney in retaliation for expressing a political viewpoint unpopular with certain State officials.

5. Disney is enormously proud of the foundational role it has played in creating Central Florida’s tourism industry. The Reedy Creek Improvement District (“RCID” or the “District”), Disney’s local governing jurisdiction, was integral to its success from the beginning—in 1967.

6. Fast forward five decades, and Disney today is an unparalleled engine for economic growth in the State. Among other distinctions, Disney is one of Central Florida's largest taxpayers, with more than \$1.1 billion paid in state and local taxes last year. Disney is also one of the largest employers in the State, with more than 75,000 cast members.

7. The State of Florida has flourished in the years since Walt Disney himself surveyed many acres of swampland in 1963 and dreamed the possibility of Walt Disney World. Florida's elected officials have long understood how consequential Disney is to the State's economy and future, just as Disney has sought to be a constructive, responsible, and charitable Florida resident.

8. Governor DeSantis and his allies paid no mind to the governing structure that facilitated Reedy Creek's successful development until one year ago, when the Governor decided to target Disney. There is no room for disagreement about what happened here: Disney expressed its opinion on state legislation and was then punished by the State for doing so.

9. Governor DeSantis announced that Disney's statement had "crossed the line"—a line evidently separating permissible speech from intolerable speech—and launched a barrage of threats against the Company in immediate response. Since then, the Governor, the State Legislature, and the Governor's handpicked local government regulators have moved beyond threats to official

action, employing the machinery of the State in a coordinated campaign to damage Disney's ability to do business in Florida. State leaders have not been subtle about their reasons for government intervention. They have proudly declared that Disney deserves this fate because of what Disney said. Indeed, just days ago, reaffirming the unequivocal intent of his retribution campaign and trumpeting its perceived success, Governor DeSantis openly celebrated: "Since our skirmish last year, Disney has not been involved in any of those issues. They have not made a peep."

10. This is as clear a case of retaliation as this Court is ever likely to see.

11. At the Governor's behest, the State Legislature first voted to dissolve the long-standing RCID, then ultimately voted to give near-complete control of RCID to the Governor himself. As the Florida representative who introduced the Reedy Creek dissolution bill declared to the Florida House State Affairs Committee: "You kick the hornet's nest, things come up. And I will say this: You got me on one thing, this bill does target one company. It targets The Walt Disney Company."

12. Disney has never wanted a fight with the Florida government. The Company sought to de-escalate the matter for nearly a year, trying several times to spark a productive dialogue with the DeSantis Administration. To no avail.

13. Amid great uncertainty about the lengths to which the State would go to keep punishing Disney for its views, RCID and the Company gave public notice,

in January 2023, that they would enter into contracts to secure future development for the District and Walt Disney World—contracts that implemented a comprehensive plan for the District that the DeSantis Administration itself had found compliant with Florida law months earlier.

14. Through the development plan and implementing contracts, Disney set huge goals for itself and laid foundations for spectacular economic growth in Central Florida. Disney plans to invest over \$17 billion in Walt Disney World over the next decade. The Company estimates that those investments will create 13,000 new Disney jobs in that same 10-year time period.

15. Big goals aside, these contracts are land use agreements between a developer and its local regulator. They are similar in character to contracts between other developers and special districts to fix long-term development rights and obligations, thereby facilitating the certainty needed to ensure investment and effective commercial progress. Contrary to misunderstandings and mischaracterizations by some government leaders, they do not undermine the newly constituted Central Florida Tourism Oversight District (“CFTOD” or the “District”) board’s ability to govern and exercise authority, including by imposing taxes, exercising the power of eminent domain, approving or disapproving building permit applications (including for the projects carried out pursuant to the

development agreement), building roads, providing emergency services, or issuing bonds.

16. Moreover, nothing about these contracts was a surprise: They were discussed and approved after open, noticed public forums in compliance with Florida law. And in the very same legislation that replaced the elected board governing Disney with board members picked by the Governor, the State Legislature reaffirmed the enforceability of all prior contracts, including those here.

17. Disney takes seriously its responsibility to shareholders, employees, and the many residents and local businesses in Central Florida whose livelihoods depend on Walt Disney World. And Disney now is forced to defend itself against a State weaponizing its power to inflict political punishment.

18. It is a clear violation of Disney's federal constitutional rights—under the Contracts Clause, the Takings Clause, the Due Process Clause, and the First Amendment—for the State to inflict a concerted campaign of retaliation because the Company expressed an opinion with which the government disagreed. And it is a clear violation of these rights for the CFTOD board and the State Legislature to declare CFTOD's own legally binding contracts void and unenforceable. Disney thus seeks relief from this Court in order to carry out its long-held business plans.

19. Disney finds itself in this regrettable position because it expressed a viewpoint the Governor and his allies did not like. Disney wishes that things could have been resolved a different way. But Disney also knows that it is fortunate to have the resources to take a stand against the State’s retaliation—a stand smaller businesses and individuals might not be able to take when the State comes after them for expressing their own views. In America, the government cannot punish you for speaking your mind.

PARTIES

20. Walt Disney Parks and Resorts U.S., Inc. is a Florida corporation with its principal place of business in Orange County, Florida. Disney owns and operates Walt Disney World in Central Florida. Guests from around the world visit to enjoy a Disney vacation, where family members of all ages laugh, play, and learn together.

21. Defendant Ronald D. DeSantis is the Governor of Florida. Governor DeSantis called on the Legislature to pass bills to punish Disney for its speech—among others, a bill dissolving the Reedy Creek Improvement District (“RCID” or the “District”), and another installing a Governor-selected oversight board. He signed into law Senate Bill 4C (2022) and House Bill 9B (2023) and appointed the members of the newly constituted Central Florida Tourism Oversight District (“CFTOD” or the “District”) board, Disney’s local regulator. Fla. Const., art. IV,

§ 1; Senate Bill 4-C, Fla. Laws ch. 2022-266 (amending Fla. Stat. § 189.0311) (“Senate Bill 4C”); House Bill 9-B, Fla. Laws ch. 2023-5 (“House Bill 9B”); Fla. Laws ch. 2023-5 (“CFTOD Charter”) § 4(1). He also signed into law Senate Bill 1604 (2023), legislation voiding the contracts at issue here. Senate Bill 1604, Fla. Laws ch. 2023-31 (“Senate Bill 1604”). He is sued in his official capacity.

22. Defendant Meredith Ivey is the Acting Secretary of the Florida Department of Economic Opportunity. Acting Secretary Ivey serves as the head of the Florida Department of Economic Opportunity. Fla. Stat. § 20.60(2). The Florida Department of Economic Opportunity is authorized by statute to maintain the Official List of Special Districts, which includes all special districts in Florida. Fla. Stat. § 189.061(1)(a), (2); *see id.* § 189.012(1). The Secretary of the Florida Department of Economic Opportunity is appointed by the Governor, reports to the Governor, and serves at the pleasure of the Governor. Fla. Stat. § 20.60(2). She is sued in her official capacity.

23. Defendant Martin Garcia is the Chair of the Central Florida Tourism Oversight District board. The board is CFTOD’s governing body, has “controlling authority over the district,” and exercises the District’s statutory powers. *See* CFTOD Charter § 4(1). Chair Garcia was appointed by the Governor. *Id.* He is sued in his official capacity.

24. Defendant Michael Sasso is a member of the Central Florida Tourism Oversight District board. Sasso was appointed by the Governor. He is sued in his official capacity.

25. Defendant Brian Aungst, Jr. is a member of the Central Florida Tourism Oversight District board. Aungst was appointed by the Governor. He is sued in his official capacity.

26. Defendant Ron Peri is a member of the Central Florida Tourism Oversight District board. Peri was appointed by the Governor. He is sued in his official capacity.

27. Defendant Bridget Ziegler is a member of the Central Florida Tourism Oversight District board. Ziegler was appointed by the Governor. She is sued in her official capacity.

28. Defendant John Classe is the District Administrator of the Central Florida Tourism Oversight District. The CFTOD board appoints the District Administrator and can remove him by vote at any time. *See* CFTOD Charter § 4(6)(b). The District Administrator is “in charge of the day-to-day operations of the district subject to the board of supervisor’s direction and policy decisions.” *Id.* He is sued in his official capacity.

JURISDICTION AND VENUE

29. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 1343 because this action arises under the United States Constitution and federal law.

30. This Court has authority to grant relief under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, 2202, and 28 U.S.C. § 1343(a) and 42 U.S.C. § 1983.

31. In addition, this Court has authority to issue injunctive relief under the All Writs Act, 28 U.S.C. § 1651.

32. This Court's jurisdiction is properly exercised over Defendants in their official capacities, as Disney is seeking declaratory and injunctive relief only. *Ex parte Young*, 209 U.S. 123 (1908).

33. This Court has personal jurisdiction over Defendants, and venue is proper in this District pursuant to 28 U.S.C. § 1391, because a substantial part of the events giving rise to this claim occurred in this District.

34. There is an actual and justiciable controversy between Disney and Defendants, of sufficient immediacy and concreteness relating to the parties' legal rights and duties to warrant relief under 42 U.S.C. § 1983 and 28 U.S.C. §§ 2201 and 2202, because Senate Bill 4C, House Bill 9B, CFTOD's April 26, 2023 legislative findings and declaration that Disney's contracts are "void and

unenforceable” (the “Legislative Declaration”), and Senate Bill 1604 constitute a present and continuing infringement of Disney’s constitutional rights.

FACTUAL BACKGROUND

A. THE REEDY CREEK IMPROVEMENT DISTRICT HAS BENEFITED FLORIDA AND ITS RESIDENTS FOR DECADES

35. In 1963, Walt Disney looked down on acres of undeveloped Central Florida land from an airplane seat and saw potential. Disney quickly acquired title or options for over 27,000 acres of land, comprising roughly 43 square miles in Central Florida.

36. In 1966, the State created the Reedy Creek Drainage District, which allowed Disney, the largest landowner, to begin the effort of draining and reclaiming land so that actual site construction would be possible. The following year, the Florida Legislature expanded the scope of the district’s authority, establishing the Reedy Creek Improvement District. *See* Fla. Laws ch. 67-764 (“Reedy Creek Enabling Act”).

37. In the Reedy Creek Enabling Act, the Legislature recognized that “the economic progress and well-being of the people of Florida depend in large measure upon the many visitors and new residents who come to Florida,” Reedy Creek Enabling Act at 4, and, to that end, the Legislature granted RCID powers, functions, and authorities necessary to foster “a recreation-oriented community” that would “enable enterprises” to “undertake” “a broad and flexible program of

experimentation and development.” *Id.* at 5. RCID was tasked with “provid[ing] for the reclamation, drainage and irrigation of land,” “water and sewer systems and waste collection and disposal facilities,” “public transportation and public utilities,” and “streets, roads, [and] bridges.” *Id.* The Legislature determined that the purposes of the act could not “be realized except through a special taxing district having the[se] powers.” *Id.* at 6.

38. In 1968, the State of Florida challenged RCID’s power to issue drainage bonds. *See State v. Reedy Creek Improvement Dist.*, 216 So. 2d 202 (Fla. 1968). The State argued that, because Disney was the largest landowner in RCID, the water control improvements funded by the bonds would impermissibly put public funds to a private purpose. *Id.* at 205. The Florida Supreme Court rejected the challenge, finding that RCID served a *public* purpose. In particular, it concluded that the purpose of RCID was “essentially and primarily directed toward encouraging and developing tourism and recreation for the benefit of citizens of the state and visitors to the state generally.” *Id.* at 205-206.

39. The Florida Supreme Court also confirmed that the Legislature had properly established RCID, explaining that “the Legislature in the exercise of its plenary authority may create a special improvement district encompassing more than one county and possessing multi-purpose powers essential to the realization of a valid public purpose.” *Id.* at 206. The Court further emphasized that while

RCID’s powers over land use and economic development were broad, they were not “commensurate in scope with those characteristic of a local municipal government” and were not “a mere subterfuge to avoid the creation of a municipality.” *Id.* at 206.

40. In the decades that followed, RCID has played a critical role in providing vital services for tourism in Central Florida. RCID enforces building codes, provides emergency services, and offers utilities—subject to the oversight of state and federal regulators. Under state law, special district board meetings are open to the public and districts provide reasonable notice of and produce minutes of each meeting; these records are open for public inspection. *See Fla. Stat.* § 286.011(1), (2). In a 2004 report, Florida’s Office of Program Policy Analysis & Government Accountability concluded that RCID was meeting “the public purpose expressed in its special act[.]”¹

41. Today, the area formerly governed by RCID (now governed by CFTOD) encompasses approximately 25,000 acres of land and covers portions of Orange and Osceola Counties. The District employs hundreds of employees responsible for stewarding the land consistent with environmental regulations and

¹ OFF. PROG. POL’Y ANALYSIS & GOV’T ACCOUNTABILITY, CENTRAL FLORIDA’S REEDY CREEK IMPROVEMENT DISTRICT HAS WIDE-RANGING AUTHORITY 9, Report No. 04-81 (Dec. 2004), <https://oppaga.fl.gov/Documents/Reports/04-81.pdf>.

public safety. The District has built 134 miles of roadways and 67 miles of waterways. It has managed 60,000 tons of waste. It recycles 30 tons of aluminum, paper, steel cans, cardboard, and plastic containers every year. It uses thousands of vendors, suppliers, and contractors to provide a high level of public services for visitors.

42. Disney is the primary landowner in the District and, as a result, is its largest taxpayer. For the 2022 fiscal year, Disney-owned land constituted 87.7% of the total taxable assessed value within the District.²

43. Like many other special districts in Florida, RCID board members were, until recently, elected on the basis of property ownership within the District. As RCID's largest landowner and taxpayer, Disney naturally had substantial input into RCID's acquisition of property, development of transportation facilities, operation of public utilities, and issuance of revenue bonds, among other things. Disney, since the beginning, was the primary contributor to the unprecedented success of RCID's development objectives.

B. OVER A MULTI-YEAR PROCESS, DISNEY AND THE DISTRICT COMPLETE THE COMPREHENSIVE PLAN 2032

44. Under Florida's Community Planning Act, a special improvement district is required to adopt a "comprehensive plan" that guides future growth and

² REEDY CREEK IMPROVEMENT DISTRICT, ANNUAL FINANCIAL REPORT 51 (Feb. 7, 2022), <https://www.rcid.org/document/2021-rcid-annual-financial-report>.

development. *See* Fla. Stat. §§ 163.3161(8), 163.3177. Comprehensive plans include elements addressing affordable housing, transportation, infrastructure, conservation, recreation and open space, intergovernmental coordination, and capital improvements. *See id.* § 163.3177(6). Florida law also requires that special districts review their comprehensive plan every seven years to determine whether amendments are necessary. *See id.* § 163.3191(1).

45. The current comprehensive plan is the RCID Comprehensive Plan 2032 (“Comprehensive Plan”). RCID and Disney began collaborating years ago, in 2018, to settle on the amendments captured in the Comprehensive Plan. Among other things, the Comprehensive Plan details maximum development limits, down to the square foot, through 2032 for hotels, office space, retail and restaurants, and theme parks.

46. On May 25, 2022, RCID held a public hearing on the Comprehensive Plan. At that hearing, RCID’s Planning and Engineering team advised that the contemplated amendments would bring RCID’s Comprehensive Plan up to 2032. After discussing questions from the board and soliciting public comments—there were none—the board unanimously approved the Comprehensive Plan.³ The City

³ Minutes of Meeting, Reedy Creek Improvement District Board of Supervisors Meeting (May 25, 2022), *available at* <https://www.rcid.org/about/board-of-supervisors-2/> (last accessed May 8, 2023).

Councils of Bay Lake and Lake Buena Vista had each unanimously approved the Comprehensive Plan the day before.

47. Shortly thereafter, on June 2, 2022, RCID submitted the Comprehensive Plan to the State’s Department of Economic Opportunity for review. By letter dated July 15, 2022, the Department confirmed that it had “reviewed the amendment in accordance with the state coordinated review process set forth in Section 163.3184(2) and (4), Florida Statutes” and had “determined that the adopted amendment meets the requirements of Chapter 163, Part II, F.S. for compliance.”⁴ The Department thereby determined that, among the many other legal requirements it satisfied, the Plan properly set forth “the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements.” Fla. Stat. § 163.3177(1).

48. By statute, an “affected person” can file a challenge to a plan amendment. A petition challenging a comprehensive plan amendment must be filed within 30 days after the plan amendment is adopted. *See* Fla. Stat.

⁴ REEDY CREEK IMPROVEMENT DISTRICT, CITY OF BAY LAKE, & CITY OF LAKE BUENA VISTA, RCID COMPREHENSIVE PLAN 2032 (effective July 15, 2022), <https://www.rcid.org/wp-content/uploads/2023/02/2032-RCID-Comprehensive-Plan.pdf> (last accessed May 8, 2023).

§ 163.3184(5)(a).⁵ No petition was filed, and the Comprehensive Plan became effective on July 15, 2022.

C. DISNEY PUBLICLY COMMENTS ON HOUSE BILL 1557

49. The Florida Legislature passed the Parental Rights in Education Act (“House Bill 1557”) in March 2022.⁶

50. The public discussion before and after the bill’s passage was robust not only in Florida, but across the country. Commentary came from all corners, including “leaders of global corporations” and “editorial boards of major newspapers.”⁷

51. As a Florida corporation and taxpayer with tens of thousands of Florida-based employees, Disney took an interest in the bill. On March 9, the then-CEO of Disney’s parent company, The Walt Disney Company, called Governor DeSantis personally to express the Company’s concern.

⁵ See also FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, TIME FRAME AND PROCEDURES FOR A CITIZEN CHALLENGE TO A COMPREHENSIVE PLAN AMENDMENT, <https://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/time-frame-and-procedures-for-a-citizen-challenge-to-a-comprehensive-plan-amendment>.

⁶ Committee Substitute for House Bill 1557 (2022), Fla. Laws ch. 2022-22 (amending Fla. Stat. § 1001.42).

⁷ Matt Laviertes, *Here’s What Florida’s ‘Don’t Say Gay’ Bill Would Do and What It Wouldn’t Do*, NBC NEWS (Mar. 16, 2022), <https://www.nbcnews.com/nbc-out/out-politics-and-policy/floridas-dont-say-gay-bill-actually-says-rcna19929>.

52. Governor DeSantis recounts thinking that “it was a mistake for Disney to get involved” and telling Disney’s then-CEO, “‘You shouldn’t get involved[;] it’s not going to work out well for you.’”⁸

53. On March 10, Governor DeSantis’s campaign sent an email accusing “Woke Disney” of “echoing Democrat propaganda.”⁹

54. Walt Disney World issued the following statement shortly thereafter: “To ALL who come to this happy place, welcome. Disney Parks, Experiences and Products is committed to creating experiences that support family values for every family, and will not stand for discrimination in any form. We oppose any legislation that infringes on basic human rights, and stand in solidarity and support our LGBTQIA+ Cast, Crew, and Imagineers and fans who make their voices heard today and every day.”¹⁰

⁸ Kimberly Leonard, *Florida Gov. Ron DeSantis Said He Warned Disney Not to Get Involved in Schools Debate: ‘It’s Not Going to Work Out Well for You,’* BUSINESS INSIDER (June 8, 2022), <https://www.businessinsider.com/desantis-says-he-told-disney-to-stay-out-of-dont-say-gay-fight-2022-6>.

⁹ Cortney Drakeford, *‘Woke Disney’ Trends After Gov. Ron DeSantis Attacks Company for Freezing Campaign Donations*, INT’L BUS. TIMES (Mar. 12, 2022), <https://www.ibtimes.com/woke-disney-trends-after-gov-ron-desantis-attacks-company-freezing-campaign-donations-3435110>.

¹⁰ Andrew Krietz, *Disney Releases Statement As DeSantis Prepares To Sign Bill Limiting Teachings About Sexual Orientation, Gender*, WTSP (Mar. 22, 2022), <https://www.wtsp.com/article/news/politics/disney-florida-desantis-statement-bill/67-170f27d3-eee4-4fb1-ab70-01c73828834a>.

55. Governor DeSantis signed House Bill 1557 into law on March 28. That day, The Walt Disney Company issued a statement expressing its views that the legislation “never should have been signed into law,” that its “goal as a company is for this law to be repealed by the [L]egislature or struck down in the courts,” and that The Walt Disney Company “remains committed to supporting the national and state organizations working to achieve that.”¹¹

56. On March 29, Governor DeSantis said that he thought The Walt Disney Company’s March 28 statement had “crossed the line” and pledged “to make sure we’re fighting back” in response to Disney’s protected speech.¹²

57. Governor DeSantis’s memoir attacked Disney’s speech and petitioning activity for expressing the wrong viewpoint. “In promising to work to repeal the bill,” he asserted, “the company was pledging a frontal assault on a duly enacted law of the State of Florida.” As a consequence of its disfavored speech and petitioning, he declared, “[t]hings got worse for Disney.”¹³

¹¹ Press Release, The Walt Disney Company, Statement From The Walt Disney Company on Signing of Florida Legislation (Mar. 11, 2022), <https://thewaltdisneycompany.com/statement-from-the-walt-disney-company-on-signing-of-florida-legislation/>.

¹² David Kihara, *DeSantis Says Disney ‘Crossed the Line’ in Calling for ‘Don’t Say Gay’ Repeal*, POLITICO (Mar. 29, 2022), <https://www.politico.com/news/2022/03/29/desantis-disney-dont-say-gay-repeal-00021389>.

¹³ Ron DeSantis, *THE COURAGE TO BE FREE*, ch. 12 (2023).

58. The Governor promptly began his campaign of punishment.

D. GOVERNOR DESANTIS AND THE LEGISLATURE DISSOLVE THE REEDY CREEK IMPROVEMENT DISTRICT

59. On March 30, State Representative Spencer Roach disclosed for the first time that the Legislature was considering dissolving RCID and announced, “If Disney wants to embrace woke ideology, it seems fitting that they should be regulated by Orange County.”¹⁴ Governor DeSantis had been orchestrating the move behind the scenes. As he recounts it in his memoir, “I needed to be sure that the Legislature would be willing to tackle the potentially thorny issue involving the state’s most powerful company. I asked the House Speaker, Chris Sprowls, if he would be willing to do it, and Chris was interested. ‘OK, here’s the deal,’ I told him. ‘We need to work on this in a very tight circle, and there can be no leaks. We need the element of surprise—nobody can see this coming.’”¹⁵

60. On March 31, Governor DeSantis quickly affirmed Representative Roach’s statement, saying publicly, “[W]e’re certainly not going to bend a knee to woke executives in California. That is not the way the state’s going to be run.”¹⁶

¹⁴ Fatma Khaled, *Disney at Risk of Losing Its Own Government in Florida*, NEWSWEEK (Apr. 1, 2022), <https://www.newsweek.com/disney-risk-losing-its-own-government-florida-1693955>.

¹⁵ DeSantis, *THE COURAGE TO BE FREE*, *supra* note 13, ch. 12.

¹⁶ Brandon Hogan, *Florida Gov. DeSantis Discusses Potential for Repeal of Disney’s Reedy Creek Act*, CLICKORLANDO (Mar. 31, 2022), <https://www.clickorlando.com/news/local/2022/03/31/florida-gov-desantis->

61. On April 19, Governor DeSantis suddenly called for the Legislature to expand a special session that had been scheduled to address redistricting. The new purpose of the session was to attack Disney by targeting just the handful of Florida’s more than one thousand independent special districts that were created before the passage of the 1968 Florida Constitution, like RCID.¹⁷

62. Governor DeSantis conjured other rationales for the bill, including to “ensure that [independent special districts] are appropriately serving the public interest” and to “consider whether such independent special districts should be subject to the special law requirements of the Florida Constitution of 1968” that “prohibit[] special laws granting privileges to private corporations.”

63. These rationales did not make sense. Only six independent special districts that were created before 1968 had not been reconstituted in the intervening years. Of those, RCID was the only district closely connected to a specific corporation. And, in Governor DeSantis’s memoir, he admitted that he “found” that there was this “handful of other districts” that “also deserved scrutiny” only *after* his “staff worked with the legislative staff in the House” to target Disney.¹⁸

discusses-potential-of-repeal-of-disneys-reedy-creek-act.

¹⁷ See Proclamation, Governor Ron DeSantis (Apr. 19, 2022), <https://www.flgov.com/wp-content/uploads/2022/04/Proclamation.pdf>.

¹⁸ DeSantis, *THE COURAGE TO BE FREE*, *supra* note 13, ch. 12.

64. When considered against the substance of the legislation, the pretext became especially transparent. The bill did nothing either to “ensure that [independent special districts] are appropriately serving the public interest” or “consider whether such independent special districts should be subject to the special law requirements of the Florida Constitution of 1968” that “prohibit[] special laws granting privileges to private corporations.” Instead, under the bill, districts created before 1968 were preemptively scheduled for dissolution *before* the Legislature undertook any analysis to determine whether the districts were serving the public interest, and before any determination as to whether they were subject to the special law requirements of the 1968 Florida Constitution at all. Had the Legislature undertaken that analysis, it would necessarily have found that RCID served the public interest, as the Florida Supreme Court had already confirmed, *see Reedy Creek Improvement Dist.*, 216 So. 2d at 205-206, and further that RCID was not subject to the 1968 Florida Constitution’s prohibition on special privileges granted to private corporations, *see id.* (rejecting as “untenable” the claim that the Reedy Creek Enabling Act’s provisions were “oriented to serve primarily the benefit of that particular private enterprise”).

65. On April 20, Governor DeSantis sent a fundraising email warning that “Disney and other woke corporations won’t get away with peddling their

unchecked pressure campaigns any longer” and that he would “not allow a woke corporation based in California to run our state[.]”¹⁹

66. The campaign against Disney raced forward. The very same morning that Governor DeSantis issued his proclamation expanding the special session, identical bills were introduced in the Florida House and Senate providing for the dissolution of RCID. Florida House Bill 3C and Florida Senate Bill 4C each provided that “any independent special district established by a special act prior to the date of ratification of the Florida Constitution on November 5, 1968, and which was not reestablished, re-ratified, or otherwise reconstituted by a special act or general law after November 5, 1968, is dissolved effective June 1, 2023.”²⁰

67. House sponsor Representative Randy Fine immediately announced: “Disney is a guest in Florida. Today we remind them. @GovDeSantis just expanded the Special Session so I could file HB3C which eliminates Reedy Creek

¹⁹ A.G. Gancarski, *Ron DeSantis Dunks on Disney in Donor Pitch*, FLORIDA POLITICS (Apr. 20, 2022), <https://floridapolitics.com/archives/517962-ron-desantis-dunks-on-disney-in-donor-pitch>; *Florida’s Governor Has Signed a Bill To Strip Disney World’s Self-Government. Here’s What That Means*, ASSOCIATED PRESS (Apr. 22, 2022), <https://www.kcra.com/article/disney-world-self-government-explained/39786585>.

²⁰ Senate Bill 6C, a bill removing an exemption for theme parks from a state law governing social media platforms, was introduced that same day and quickly passed in both chambers. Jennifer Kay, *DeSantis Set to Sign Bill Closing Disney Loophole in Tech Law*, BLOOMBERG LAW (Apr. 21, 2022), <https://news.bloomberglaw.com/us-law-week/desantis-set-to-sign-bill-closing-disney-loophole-in-tech-law>.

Improvement District, a 50 yr-old special statute that makes Disney to [sic] exempt from laws faced by regular Floridians.”²¹

68. That same day, Representative Fine said to the Florida House State Affairs Committee: “You kick the hornet’s nest, things come up. And I will say this: You got me on one thing, this bill does target one company. It targets The Walt Disney Company.”²²

69. Governor DeSantis’s memoir describes the attack on Disney with pride: “Nobody saw it coming, and Disney did not have enough time to put its army of high-powered lobbyists to work to try to derail the bill. That the Legislature agreed to take it up would have been unthinkable just a few months before. Disney had clearly crossed a line in its support of indoctrinating very young schoolchildren in woke gender identity politics.”²³

70. The legislative process for Senate Bill 4C was highly unusual. When in the past the Florida Legislature had dissolved a special district, the bills enacting the dissolution typically specified the plan for governance and management of

²¹ Rep. Randy Fine (@VoteRandyFine), TWITTER (Apr. 19, 2022, 10:04 AM), <https://twitter.com/VoteRandyFine/status/1516417533825454083>.

²² Hearing on HB 3C Before the Fla. H.R. State Affairs Comm., Special Session 2022C (Apr. 19, 2022) (remarks by Representative Randy Fine, sponsor of HB 3C, companion bill to SB 4C, starting at 1:13:00), <https://www.myfloridahouse.gov/VideoPlayer.aspx?eventID=8085>.

²³ DeSantis, *THE COURAGE TO BE FREE*, *supra* note 13, ch. 12.

district assets and obligations, including bond debt, after dissolution. *See, e.g.*, Community & Military Affairs Subcommittee Bill Analysis, House Bill 4191, Fla. Leg. (2011) (describing earlier legislation that dissolved South Lake Worth Inlet District, transferred all property, assets, and debt to Palm Beach County and clarified Palm Beach's rights and responsibilities as part of the transfer, and required Palm Beach to establish an advisory committee to advise County Commissioners on management of district's former territory); Atty. Gen'l Op. 97-68 (Fla. A.G. Sept. 25, 1997), 1997 WL 592,445 (referring to special acts Chapter 91-346 and Chapter 94-429, which collectively dissolved the Port Everglades Authority special district and transferred its operations and property to Broward County).

71. Senate Bill 4C, in stark contrast, described no plan for the disposition of RCID's assets, operations, or obligations. Nor did the bill address how RCID's roughly \$1 billion in municipal bond debt would be satisfied.²⁴

72. The legislative analysis accompanying the bill was cursory²⁵ and provided no estimate of the full economic impact of dissolving RCID. The

²⁴ Danielle Moran, *Barclays Says to Buy Disney District Munis Amid DeSantis Feud*, BLOOMBERG (May 6, 2022), <https://www.bloomberg.com/news/articles/2022-05-06/barclays-says-to-buy-disney-district-munis-amid-desantis-feud>.

²⁵ Lori Rozsa et al., *Florida Legislature Passes Bill Repealing Disney Special Tax Status*, WASH. POST (Apr. 21, 2022), <https://www.washingtonpost.com/nation/2022/04/21/florida-legislature-passes-bill-repealing-disneys-special-tax-status>.

analysis identified no constitutional issues raised by the legislation. *See* Committee on Community Affairs Bill Analysis, Senate Bill 4C, Fla. Leg. (2022).

73. On April 20, the Senate passed Senate Bill 4C. The House followed suit, without legislative findings or a statement of purpose, the very next day, in a session without debate that lasted under five minutes.²⁶ Orange and Osceola Counties did not have time to conduct their own analyses.²⁷

74. After the vote, Senator Joe Gruters said, “Disney is learning lessons and paying the political price of jumping out there on an issue.”²⁸ The House bill’s sponsor, Representative Fine, proudly confirmed that the Legislature had “looked at special districts” only because “Disney kicked the hornet’s nest” by expressing a disfavored political viewpoint. “What changed,” he said, was “bringing California values to Florida.”²⁹ Christina Pushaw, then Governor DeSantis’s press secretary,

²⁶ Scott Powers, *Disney Government Dissolution Bill Approved Amid Chaos in House*, FLORIDA POLITICS (Apr. 21, 2022), <https://floridapolitics.com/archives/518222-disney-government-dissolution-bill-approved-amid-chaos-in-house>; Andrew Atterbury, *Florida Lawmakers Vote to Dismantle Disney’s Special Privileges over ‘Don’t Say Gay’*, POLITICO (Apr. 21, 2022), <https://www.politico.com/news/2022/04/21/florida-lawmakers-vote-to-dismantle-disneys-special-privileges-over-dont-say-gay-00026954>.

²⁷ Rozsa et al., *supra* note 25.

²⁸ Jacob Ogles, *Joe Gruters, Despite Special Session Votes, Still Sees a Beautiful Tomorrow with Disney*, FLORIDA POLITICS (Apr. 22, 2022), <https://floridapolitics.com/archives/518669-joe-gruters-despite-special-session-votes-still-sees-a-beautiful-tomorrow-with-disney>.

²⁹ Sarah Whitten, *Florida Republicans Vote to Dissolve Disney’s Special*

warned corporations that might consider expressing disfavored viewpoints, “Go woke, go broke.”³⁰

75. On April 22, Governor DeSantis signed both Senate Bill 4C and Senate Bill 6C. At the signing ceremony, he said, “For whatever reason, Disney got on that bandwagon. They demagogued the bill. They lied about it. ... Do you know what my view is? I was very clear about saying ‘You ain’t influencing me. I’m standing strong right here.’ ... We signed the bill. And then, and incredibly, they say, ‘We are going to work to repeal Parents’ Rights in Florida.’ And I’m just thinking to myself, ‘You’re a corporation based in Burbank, California, and you’re going to marshal your economic might to attack the parents of my state?’ We view that as a provocation and we are going to fight back against that.”³¹

76. Because the legislation was hastily enacted with no analysis or plan for disposition of RCID’s assets or obligations—let alone daily operations—markets, constituencies, and RCID employees were concerned.

District, Eliminating Privileges and Setting up a Legal Battle, CNBC (Apr. 21, 2022), <https://www.cnbc.com/2022/04/21/florida-set-to-dissolve-disneys-reedy-creek-special-district.html>.

³⁰ Christina Pushaw (@ChristinaPushaw), Twitter (Apr. 21, 2022, 5:31 PM), <https://twitter.com/ChristinaPushaw/status/1517254737401458690>; Rozsa et al., *supra* note 25.

³¹ Governor Ron DeSantis, Remarks at Signing Ceremony for Senate Bill 4C (Apr. 22, 2022) (transcript available at <https://www.rev.com/blog/transcripts/gov-desantis-holds-news-conference-in-south-florida-4-22-22-transcript>).

77. The same day the bill was signed, credit-rating agency Fitch Ratings placed RCID's approximately \$1 billion in outstanding bond debt on "rating watch negative" based on "the lack of clarity regarding the allocation" of RCID's assets and liabilities.³²

78. Speculation spread that Orange and Osceola Counties would absorb RCID's expenses and debts. Orange County Tax Collector Scott Randolph predicted that Orange County would be saddled with RCID's obligations "the minute that Reedy Creek is dissolved," resulting in a property tax increase of 20-25%.³³ Senator Linda Stewart addressed this possibility: "Turning it over to Orange County and Osceola County would create the largest property tax increase in our history. We don't want that to happen. Our residents do not want this to happen ... This has not been well-thought-out."³⁴ At the same press conference, Senator Randolph Bracy called the plan "hare-brained" and "irresponsible," while Senator Victor Torres criticized Governor DeSantis for "bragging about raising

³² Dara Kim, *Credit Agency Places 'Rating Watch Negative' On Disney Debt*, MIAMI HERALD (Apr. 23, 2022), <https://www.miamiherald.com/news/politics-government/state-politics/article260684352.html>.

³³ Eric Levenson & Steve Contorno, *Ron DeSantis Says Ending Disney's Self-Governing Status Will be a 'Process.' Here's What Might Happen Next*, CNN (Apr. 27, 2022), <https://www.cnn.com/2022/04/27/us/reedy-creek-disney-whats-next/index.html>.

³⁴ *Central Florida Leaders Say Dissolving Reedy Creek Irresponsible, Not Well-Thought-Out*, WESH (May 3, 2022), <https://www.wesh.com/article/dissolution-reedy-creek-improvement-district/39875725#>.

taxes on one of the largest private companies in the state and saying government has a right to punish companies for their private business decisions.”³⁵

79. On May 16, residents and taxpayers in Osceola County filed a lawsuit against Governor DeSantis, alleging that the dissolution of Reedy Creek would lead to \$1 to \$2 billion in increased taxes for residents of Central Florida. *See* Complaint, *Foronda v. DeSantis*, No. 2022-009114-CA-01 (Fla. Cir. Ct. May 16, 2022).

80. Despite the chaos, the legislation’s biggest boosters doubled down on their support. The House sponsor, Representative Fine, criticized Disney for taking a position on House Bill 1557 and warned that the Company, and others like it, are “now learning in Florida, there’s a cost to doing that.”³⁶

81. In a June 6 interview, Governor DeSantis recalled that he had warned Disney not to participate in the public debate: “I though[t] it was a mistake for Disney to get involved and I told them, ‘You shouldn’t get involved[;] it’s not going to work out well for you.’”³⁷ Governor DeSantis said that he believed it was

³⁵ Senator Linda Stewart, *Press Conference on Dissolution of Reedy Creek Improvement District with Senator Stewart, Senator Bracy, and Senator Torres*, FACEBOOK (May 2, 2022), <https://www.facebook.com/SenatorLindaStewart/videos/1379985162424883>.

³⁶ Zach Weissmueller & Danielle Thompson, *The Death of Walt Disney’s Private Dream City?*, REASON (June 1, 2022), <https://reason.com/video/2022/06/01/the-death-of-walt-disneys-private-dream-city/>.

³⁷ *See* Leonard, *supra* note 8.

his role “as a leader” to “make sure people understand that [Disney] do[es] not run the state of Florida,” adding that, “We’re not going to have our leadership subcontracted out to a corporation with close ties to the [Chinese Communist Party] and that’s based in Burbank, California.”³⁸

82. During a September 15, 2022 speech, Governor DeSantis said of Senate Bill 4C: “We took action” after Disney made “the mistake” of opposing the legislation.³⁹

83. For months, no plan for implementing Senate Bill 4C was released. As late as mid-September 2022, Governor DeSantis’s press secretary told reporters, “We don’t have an announcement to make at the moment [about RCID] but stay tuned.”⁴⁰

84. Absent any plan addressing the scheduled dissolution of RCID, Disney and other stakeholders were left to guess at how Governor DeSantis and the

³⁸ Jeremiah Poff, *DeSantis Blasts Disney’s ‘Stupid Activism’ In Defiant Defense of Florida Parental Rights Law*, WASH. EXAMINER (July 15, 2022), <https://www.washingtonexaminer.com/restoring-america/community-family/desantis-blasts-disneys-stupid-activism-in-defiant-defense-of-florida-parental-rights-law>.

³⁹ American Firebrand (@AmFirebrand), TWITTER (Sept. 15, 2022, 12:55 PM), <https://twitter.com/FirebrandPAC/status/1570456289649508352> (remarks by Governor DeSantis at National Conservatism Conference).

⁴⁰ Forrest Saunders, *GOP Lawmakers Expect ‘Solution’ for Disney’s Reedy Creek District Soon*, WPTV (Sept. 13, 2022), <https://www.wptv.com/news/political/gop-lawmakers-expect-solution-for-disneys-reedy-creek-district-soon>.

Legislature might address the fallout. Florida Division of Bond Finance Director J. Ben Watkins III speculated about “a successor district.”⁴¹ But as of September 2022, high-ranking legislator Representative Daniel Perez admitted that the “timeline” for reaching a “solution” for RCID was “still uncertain.”⁴²

85. The months-long failure to propose a plan for the dissolution of RCID threatened Disney’s operations, investments, and development plans. It also underscored the irregular process by which Governor DeSantis and the Legislature had voted to abolish the District.

E. GOVERNOR DESANTIS AND THE LEGISLATURE RECONSTITUTE AND SEIZE CONTROL OF THE DISTRICT

86. In early October 2022, reports emerged that Governor DeSantis finally had developed a plan to seize control of Disney’s governing body. The Director of the Florida Division of Bond Finance revealed that Governor DeSantis would install “state appointees” on RCID’s board.⁴³ To accomplish this, Governor DeSantis would have the Legislature “create a successor agency” that would “function essentially unchanged” from the original RCID—except that the new

⁴¹ Danielle Moran, *Florida’s Bond Chief Sees Disney District Being Re-Established*, BLOOMBERG (July 22, 2022), <https://www.bloomberg.com/news/articles/2022-07-22/florida-s-bond-chief-sees-disney-district-being-re-established>.

⁴² Saunders, *supra* note 40.

⁴³ Gene Maddaus, *After ‘Don’t Say Gay,’ a Weakened Disney Hopes to Limit the Damage*, VARIETY (Oct. 5, 2022), <https://variety.com/2022/film/news/disney-desantis-reedy-creek-dont-say-gay-1235392328>.

district would operate under the Governor's thumb, "cementing a political win for the governor."⁴⁴

87. Three months later, Governor DeSantis posted a notice to the Osceola County website indicating his "intent to seek legislation before the Florida Legislature" doing just that.⁴⁵

88. In a statement after the notice was published, the Governor's Communications Director confirmed that the new district's board would be "state-controlled" and heralded: "The corporate kingdom has come to an end."⁴⁶

89. On January 31, 2023, a spokesperson for the Governor's Office announced that the Governor expected a special session of the Legislature the following week "on Reedy Creek and other items."⁴⁷

⁴⁴ *Id.*

⁴⁵ *Florida Governor Ron DeSantis Reveals Plans for Reedy Creek Replacement*, DAPS MAGIC (Jan. 7, 2023), <https://dapsmagic.com/2023/01/florida-governor-ron-desantis-reveals-plans-for-reedy-creek-replacement> (last accessed May 8, 2023).

⁴⁶ Richard Bilbao, *Breaking: 'State-Controlled Board' Envisioned to Replace Disney's Reedy Creek*, ORLANDO BUS. J. (Jan. 6, 2023), <https://bizjournals.com/orlando/news/2023/01/06/breaking-disney-reedy-creek-desantis-florida.html>.

⁴⁷ Jeffrey Schweers, *Governor 'Anticipates' Special Session on Disney's Reedy Creek Next Week*, ORLANDO SENTINEL (Feb. 1, 2023), <https://www.orlando-sentinel.com/politics/os-ne-desantis-reedy-creek-special-session-20230201-pqtn2xz6wzf6bj5q6oz4s35u6y-story.html>.

90. Right on cue, just days later, the Florida Legislature convened a special session to introduce House Bill 9B.

91. House Bill 9B was every bit the takeover that Governor DeSantis promised. Section 2 of the bill reenacted RCID’s charter but made key changes to consolidate power in the Governor. Historically, the District had been governed by a board of supervisors that “exercise[d] the powers granted to the district.”⁴⁸ Under RCID’s charter, board members were chosen through an election in which all landowners in the District were allotted one vote per acre of land owned in the District.⁴⁹ This structure—common in special districts for economic development throughout Florida—was no secret and was in place when Florida’s Supreme Court long ago confirmed that RCID served a public purpose. *See Reedy Creek Improvement Dist.*, 216 So. 2d at 205-206.

92. House Bill 9B replaced that landowner-election process with a board handpicked by the Governor, subject to confirmation by the Florida Senate.⁵⁰ Once selected, board members could serve for up to 12 years.⁵¹ The bill excluded from board service any person who, in the last three years, had worked for any

⁴⁸ Reedy Creek Enabling Act § 4(1).

⁴⁹ *Id.* § 4(5).

⁵⁰ CFTOD Charter § 4(1).

⁵¹ *Id.*

organization that owns a “theme park or entertainment complex” with at least one million annual visitors.⁵² It also excluded any person with a relative who had done the same.⁵³

93. In one important respect, things remained unchanged: The bill left RCID’s financial and contractual obligations intact. In particular, contracts that RCID entered before House Bill 9B’s effective date would be unaffected, as the legislation made expressly clear. Specifically, all preexisting contracts, debts, bonds, and other liabilities “shall continue to be valid and binding on the Central Florida Tourism Oversight District in accordance with their respective terms, conditions, and covenants.”⁵⁴ Underscoring the point, the bill added: “The provisions of this act shall be liberally construed in favor of avoiding any events of default or breach under outstanding bonds or other instruments of indebtedness of the district’s existing and legally valid contracts.”⁵⁵

94. House Bill 9B prevented the District’s dissolution, which had been set to occur on June 1, 2023 under Senate Bill 4C. It reaffirmed the District’s

⁵² *Id.* § 4(2) (citing Fla. Stat. § 509.013(9)).

⁵³ *Id.*

⁵⁴ *Id.* § 1; *see also* House Bill 9B § 1 (“The provisions of this act shall not affect existing contracts that the district entered into prior to the effective date of this act.”).

⁵⁵ House Bill 9B § 1.

continued existence under a new name, however: the Central Florida Tourism Oversight District.⁵⁶

95. House Bill 9B, like Senate Bill 4C, was a law designed to target Disney and Disney alone. It shifted the power to select the District’s board from the District’s landowners, including its majority landowner, Disney, to the Governor—to enable him to punish Disney for its protected speech about House Bill 1557. In comments to reporters on February 8, 2023, Governor DeSantis said of House Bill 9B: “There’s a new sheriff in town and that’s just the way it’s going to be.”⁵⁷

96. The Legislature passed House Bill 9B within days of its special-session introduction.⁵⁸

97. During the Florida Senate’s February 10 floor session, Senator Doug Broxson underscored what was plain from the start: House Bill 9B was bare retaliation for Disney’s failure to be “apolitical.”⁵⁹ Senator Broxson was explicit

⁵⁶ CFTOD Charter §1; House Bill 9B §7.

⁵⁷ Julia Musto, *DeSantis vs. Disney: Florida Governor Declares ‘There’s a New Sheriff in Town’*, FOX BUSINESS (Feb. 8, 2023), <https://www.foxbusiness.com/lifestyle/desantis-disney-florida-governor-new-sheriff-town>.

⁵⁸ Bill History of House Bill 9B (2023), *available at* <https://www.flsenate.gov/Session/Bill/2023B/9B/?Tab=BillHistory> (last accessed May 8, 2023).

⁵⁹ Fla. Senate Floor Proceedings, Special Session 2023B (Feb. 10, 2023) (remarks by Senator Doug Broxson, starting at 1:05:00), https://www.flsenate.gov/Media/VideoPlayer?EventId=1_nty0d3lq-202302101200.

about the bill’s retaliatory intent: “We joined with the Governor in saying it was Disney’s decision to go from an apolitical, safe 25,000 acres, and try to be involved in public policy. ... We’re saying ‘you have changed the terms of our agreement, therefore we will put some authority around what you do.’ And I gladly join the Governor in doing that.”⁶⁰

98. On February 27, Governor DeSantis signed House Bill 9B into law. In a related news release, the Governor praised the legislation for ending the “corporate kingdom of Walt Disney World” and “placing the district into state receivership.”⁶¹

99. The very next day, Governor DeSantis published his book titled *The Courage to Be Free: Florida’s Blueprint for America’s Revival*. To kick off the book’s press tour, Governor DeSantis authored an opinion piece in *The Wall Street Journal* that explicitly connected House Bill 9B to Disney’s speech about House Bill 1557. Criticizing what he called “left-wing activists working at [Disney’s] headquarters in Burbank,” Governor DeSantis focused on Disney’s opposition to

⁶⁰ *Id.*

⁶¹ Press Release, Governor Ron DeSantis, *Governor Ron DeSantis Signs Legislation Ending the Corporate Kingdom of Walt Disney World* (Feb. 27, 2023), <https://www.flgov.com/2023/02/27/governor-ron-desantis-signs-legislation-ending-the-corporate-kingdom-of-walt-disney-world>; Attachment to Press Release, Governor Ron DeSantis, *Dissolving the Corporate Kingdom* (Feb. 2023), <https://www.flgov.com/wp-content/uploads/2023/02/Dissolving-the-Corporate-Kingdom.pdf> (“More on HB 9-B can be found here.”).

Florida’s House Bill 1557 and said: “When corporations try to use their economic power to advance a woke agenda, they become political, and not merely economic, actors. In such an environment, reflexively deferring to big business effectively surrenders the political battlefield to the militant left. ... Leaders must stand up and fight back when big corporations make the mistake, as Disney did, of using their economic might to advance a political agenda. We are making Florida the state where the economy flourishes because we are the state where woke goes to die.”⁶²

100. Indeed, Governor DeSantis has reaffirmed, again and again, that the State campaign to punish Disney for its speech about House Bill 1557 has been a coordinated and deliberate one from the start. Disney’s commentary on House Bill 1557 was, he claimed, a “declaration of war” and “a textbook example of when a corporation should stay out of politics.”⁶³

⁶² Ron DeSantis, *Why I Stood Up to Disney: Old-fashioned Corporate Republicanism Won’t Do in a World Where the Left Has Hijacked Big Business*, WALL ST. J. (Mar. 1, 2023), <https://www.wsj.com/articles/why-i-stood-up-to-disney-florida-woke-corporatism-seaworld-universal-esg-parents-choice-education-defa2506>.

⁶³ DeSantis, *THE COURAGE TO BE FREE*, *supra* note 13, ch. 12.

F. AMID INCREASING RETALIATORY STATE ACTION, DISNEY AND RCID EXECUTE TWO LONG-TERM LAND USE CONTRACTS AFTER PUBLICIZED AND OPEN HEARINGS

101. Despite the State’s escalating retaliation, Disney sought de-escalation, including through several attempts to spark a productive dialogue with the DeSantis Administration.

102. It was to no avail. The threatening political action and rhetoric continued—and escalated further.

103. So, amid great uncertainty, Disney and RCID sought to secure future development plans that had been mutually arranged. They executed two agreements: a Chapter 163 Development Agreement (the “Development Agreement”) (*see* Exhibit A) and a Declaration of Restrictive Covenants (the “Restrictive Covenants”) (*see* Exhibit B) (together, the “Contracts”).

1. Development Contracts, Generally

104. Private developers face enormous risk. They invest heavily in long-term projects that depend, for their viability, on stable government oversight and regulation.

105. That is especially the case for Disney, and Disney’s goals with the Contracts at issue in this case underscore the point: The Company seeks to invest

up to \$17 billion in capital and create roughly 13,000 new jobs in the region over the next decade.⁶⁴

106. Development and investment of this magnitude cannot effectively take place when it can be nullified or undermined at the whim of new political leadership. Thus, because a development project often extends throughout several local or state administrations with potentially differing regulatory objectives, developers commonly rely on contract law to secure their investments over time.

107. Florida understands this well. Decades ago, the Legislature specifically authorized local governments to enter into contracts with private developers through the Florida Local Government Development Agreement Act (“Development Agreement Act”). Fla. Stat. §§ 163.3220-163.3243.

108. In enacting the Development Agreement Act, the Legislature “f[ound] and declare[d]” that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of ... development, and discourage commitment to comprehensive planning.” Fla. Stat. § 163.3220(2).

The Legislature explained that its intent in enacting the Development Agreement

⁶⁴ *Disney CEO Bob Iger Announces 17 Billion Investment*, BLOG MICKEY (Apr. 3, 2023), <https://blogmickey.com/2023/04/disney-ceo-bob-iger-announces-17-billion-investment-13000-additional-jobs-at-walt-disney-world-over-next-decade>.

Act was also to “encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.” *Id.* § 163.3220(3). In the Legislature’s own words, “This intent is effected by authorizing local governments to enter into development agreements with developers[.]” *Id.* § 163.3220(4).

109. A restrictive covenant is another type of contract that facilitates efficient, productive, and profitable long-term land use. Restrictive covenants are agreements between two parties by which one party agrees to refrain from using property in a particular manner, ultimately to the benefit of both parties. Florida enforces restrictive covenants in order to provide “the fullest liberty of contract and the widest latitude possible in disposition of one’s property.” *Hagan v. Sabal Palms, Inc.*, 186 So. 2d 302, 308 (Fla. Dist. Ct. App. 1966).

110. As any prudent developer would do—and as many others have done, with no controversy—Disney used these tools to secure future development plans which the DeSantis Administration had already found compliant with Florida law in the Comprehensive Plan. The Contracts followed public notices in the Orlando Sentinel—Orlando’s primary newspaper with readership in the hundreds of thousands—and discussion at public hearings.

2. The District's Publicized And Open Hearings

111. On January 18, 2023, RCID issued its first public notice in the Orlando Sentinel: “NOTICE IS HEREBY GIVEN that the Reedy Creek Improvement District will hold the first of two public hearings,” on January 25, 2023, “on the intent to consider a development agreement, pursuant to Chapter 163, Florida Statutes,” and the publication continued with specifics about the contract terms.

112. In accordance with the Orlando Sentinel notice, RCID considered the Development Agreement at the January 25 public hearing. As reflected in the minutes of the January 25 meeting, attendees included representatives from WESH 2 News, the Orlando Sentinel, Channel 9 WFTV, Channel 6 WKMG, Telemundo, and the Orlando Business Journal.⁶⁵ The RCID District Administrator advised that “the Board is being asked to consider a proposed development agreement between the District and Walt Disney Parks and Resorts U.S., Inc. (Disney).”⁶⁶ He explained several key provisions of the Development Agreement, including that it would “[v]est[] development entitlements in Disney as the owner of the vast majority of the lands within the District and the master developer of the Walt

⁶⁵ Minutes of Meeting, at p. 1, Reedy Creek Improvement District Board of Supervisors Meeting (Jan. 25, 2023), *available at* <https://www.rcid.org/about/board-of-supervisors-2/> (last accessed May 8, 2023).

⁶⁶ *Id.* at p. 6.

Disney World resort.”⁶⁷ The RCID board president asked if there were any public comments. There were none.⁶⁸

113. After that discussion and opportunity for public comment, RCID gave notice that the matter would be on the agenda again for the next public meeting, set for February 8, 2023. Two days after the first public hearing, RCID published that second notice in the Orlando Sentinel: “NOTICE IS HEREBY GIVEN that the Reedy Creek Improvement District will hold the second and final of two public hearings,” on February 8, 2023, “on the intent to consider a development agreement pursuant to Chapter 163, Florida Statutes,” and again continuing with accompanying specifics about the contract terms.

114. In accordance with that Orlando Sentinel notice, RCID considered the matter for a second time at the February 8 public hearing. As reflected in the minutes, attendees again included representatives from several news outlets including WESH 2 News, Fox 35, the Orlando Sentinel, Channel 9 WFTV, Bloomberg, and the Orlando Business Journal.⁶⁹

⁶⁷ *Id.* at p. 7.

⁶⁸ *Id.*

⁶⁹ Minutes of Meeting, at p. 1, Reedy Creek Improvement District Board of Supervisors Meeting (Feb. 8, 2023), *available at* <https://www.rcid.org/about/board-of-supervisors-2/> (last accessed May 8, 2023).

115. The District Administrator advised that there had been no changes to the Development Agreement since its first reading at the previous meeting.⁷⁰ He added that this February 8 meeting was the second of two public hearings required to approve the Development Agreement.⁷¹ The RCID board president asked if there were any public comments and there were none.⁷² Upon a motion to approve the Development Agreement, and a second to the motion, the RCID board unanimously approved it.⁷³

116. At the February 8 meeting, the District Administrator also requested board approval and authorization to sign a Declaration of Restrictive Covenants.⁷⁴ He explained that the Restrictive Covenants are “associated with the Chapter 163 Developer’s Agreement.”⁷⁵ He then described several provisions of the Restrictive Covenants.⁷⁶ The RCID board president asked if there were any public comments and, again, there were none.⁷⁷ Upon a motion to approve the Restrictive

⁷⁰ *Id.* at p. 2.

⁷¹ *Id.*

⁷² *Id.*

⁷³ *Id.*

⁷⁴ *Id.* at p. 4.

⁷⁵ *Id.*

⁷⁶ *Id.*

⁷⁷ *Id.*

Covenants, and a second to the motion, the RCID board unanimously approved them.⁷⁸

117. Disney and RCID executed the Contracts that same day (February 8), and then recorded them in official county records.

3. The Contract Terms

118. The Contracts are interrelated, and each serves to the benefit of both Disney and the District for long-term development planning.

119. Much has been mischaracterized about the intent and effect of the Contracts. The Contracts do not undermine the CFTOD board's ability to exercise its limited governing powers. Indeed, among other things, the CFTOD board maintains the ability to (i) impose ad valorem taxes, maintenance taxes, and utility taxes (including the power to enforce collection of taxes by tax liens and foreclosure); (ii) build, operate, and maintain roads; (iii) provide emergency services; (iv) exercise the power of eminent domain; (v) maintain and operate the extensive drainage and flood control system and other utilities; (vi) adopt, supplement and enforce codes regulating building safety, elevators, escalators and similar devices, the prevention of fire hazards, plumbing and electrical installations and the like; (vii) review and approve or disapprove building permit applications;

⁷⁸ *Id.*

and (viii) issue general obligation bonds, revenue bonds, utility service tax bonds, and bond anticipation notes.

120. Rather, the Contracts reflect, in significant part, confirmation of the Comprehensive Plan that had already been reviewed by RCID and the State in July 2022.

121. The Development Agreement precludes Disney from using its land except as authorized in the Development Agreement, which permits Disney to use its lands within the District up to a defined maximum development program. Down to the square foot, the maximum development program specifies how much mixed-use commercial space for offices and retail/restaurants Disney can build through 2032. The maximum development program also approves one additional major theme park and two additional minor theme parks for construction through 2032. Finally, the maximum development program approves 14,000 additional keys for hotels and resorts.

122. Thus, the maximum development program tracks the planning set forth in the Comprehensive Plan. All development rights and entitlements, as established by the maximum development program, are vested in Disney. The Development Agreement further provides that any proposed development utilizing the maximum development program must follow the development review and approval process defined in the District's land development regulations.

123. The Development Agreement recognizes that the maximum development program will require new or expanded facilities in public infrastructure systems and requires that the District shall fund, design, and construct those public facilities. Thus, with respect to any land owned by Disney that is needed for public facilities, Disney agrees to sell its land to the District (instead of the District having to go through condemnation proceedings) and agrees not to seek payment from the District in excess of the land's fair market value.

124. Finally, as the Development Agreement recognizes, Disney and the District previously collaborated in the procurement of federal and state level environmental permits entitling RCID land to certain unique and beneficial development rights. Specifically, Disney sought and received—primarily at Disney's expense—approvals governing the protection and relocation of threatened and endangered species and requisite mitigation for the same. Disney similarly pursued and received approval of a comprehensive and forward-looking federal dredge and fill entitlement framework, creating a site-specific wetland credit mitigation bank via the acquisition, restoration, and perpetual management of what is now known as Disney's Wilderness Preserve and Mira Lago—again at Disney's expense. Given all that, the Development Agreement confirms certain mitigation credits are vested in Disney and that Disney is solely entitled to use them.

125. For long-term stability, the Development Agreement has a duration of 30 years from its effective date and may be extended.

126. The Restrictive Covenants provide that the standards under which the District's properties exist as of the Restrictive Covenants' effective date shall be maintained. Under the Restrictive Covenants, the exterior design, appearance, and exterior aesthetic qualities of any improvements to any portion of the District's properties are subject to Disney's prior review and comment, which Disney cannot unreasonably withhold, condition, or delay.

127. In relation to the District's properties, the Restrictive Covenants provide that the District shall not use names or symbols associated with Disney without Disney's express prior written approval; use fanciful characters (such as Mickey Mouse) or other intellectual property in designs, symbols, or other representations created by Disney; sell or distribute merchandise, souvenirs, or other items referring to Disney Properties or other Disney properties or Disney logos or trademarks; or use, reproduce, sell, distribute, or display any work copyrighted by Disney.

G. GOVERNOR DESANTIS REPLACES ELECTED RCID BOARD MEMBERS WITH CFTOD POLITICAL APPOINTEES WHO EXECUTE THE RETRIBUTION CAMPAIGN AND DECLARE "VOID" DISNEY'S LAND USE CONTRACTS

128. On February 27, 2023, the date Governor DeSantis signed House Bill 9B into law and three weeks after the Contracts were executed following public

notice and hearing, Governor DeSantis announced the names of the five individuals he had selected to replace the elected members of the board.⁷⁹

129. When Governor DeSantis addressed what he was “looking for with this board,” he described, with a thinly veiled euphemism, staffing the board with people who would censor Disney’s speech and discipline the Company.⁸⁰ As Governor DeSantis put it, referring to Disney, “When you lose your way, you’ve got to have people that are going to tell you the truth ... So we hope they can get back on.”⁸¹

130. Governor DeSantis also posited that the new board could stop Disney from “trying to inject woke ideology” into children.⁸² As Governor DeSantis put

⁷⁹ Press Release, Governor Ron DeSantis, *Governor Ron DeSantis Appoints Five to the Central Florida Tourism Oversight District* (Feb. 27, 2023), <https://www.flgov.com/2023/02/27/governor-ron-desantis-appoints-five-to-the-central-florida-tourism-oversight-district>.

⁸⁰ WKMG News 6, *DeSantis Holds News Conference at Reedy Creek Fire Station*, YOUTUBE (Feb. 27, 2023), <https://www.youtube.com/live/1FJR-dumaFY?t=2531> (last accessed May 8, 2023).

⁸¹ Ewan Palmer, *Ron DeSantis Makes Ominous Warning About Disney's Future Creative Control*, NEWSWEEK (Feb. 28, 2023), <https://www.newsweek.com/ron-desantis-disney-board-florida-reedy-creek-1784261>.

⁸² Jonathan Chait, *DeSantis Promises Florida Will Control Disney's Content: Right-Wing Board to Clamp Down on "Woke Ideology" in Cartoons*, NEW YORK MAG. (Mar. 1, 2023), <https://nymag.com/intelligencer/2023/03/desantis-promises-florida-will-control-disney-content.html>.

it, “I think all of these board members very much would like to see the type of entertainment that all families can appreciate.”⁸³

131. The new members of the board sat for their first meeting on March 8, 2023.

132. At that meeting, one board member suggested that two cities comprising Disney’s property, Bay Lake and Lake Buena Vista, should be dissolved, despite the fact that the CFTOD board has no authority or mandate to dissolve the cities. Another hinted at plans to make major changes but did not go into detail. The board also approved hiring the same legal counsel that had advised Governor DeSantis’s office on House Bill 9B.

133. Following the meeting, Disney released the following statement, holding onto hope that, despite the board’s origins and Governor DeSantis’s directives, the board might be willing to forgo its mandate to punish Disney and focus instead on the economic welfare of the District: ““The Reedy Creek Improvement District created and maintained the highest standards for the infrastructure for the Walt Disney World Resort. We are hopeful the new Central Florida Tourism Oversight District will continue this excellent work and the new

⁸³ *Id.*

board will share our commitment to helping the local economy continue to flourish and support the ongoing growth of the resort and Florida’s tourism industry.’”⁸⁴

134. Unfortunately, CFTOD has embraced the Governor’s express mission to punish Disney for expressing disfavored viewpoints.

135. On March 29, 2023, CFTOD gathered for its second meeting. At that meeting, CFTOD members claimed that they had just discovered the Contracts (which had been publicized in the press, read out at board meetings, and recorded in county records almost two months earlier). The CFTOD’s special counsel suggested that RCID should hire firms with a “deeper bench” going forward. The next CFTOD meeting was scheduled for April 19.⁸⁵

136. On the evening of March 29, one board member denounced the “arrogance of @disney,” warning that the Company has been “ignoring parents and allowing radicals to sexualize our children,” and was “now ignoring Florida taxpayers by sneaking in a last minute sweetheart development agreement.” Equating Disney’s exercise of its rights under Florida law to enter long-term

⁸⁴ Gabrielle Russon, *Report: New Disney Governing Board Looks at Hiring Special Counsel with Ties to Reedy Creek Law*, FLORIDA POLITICS (Mar. 8, 2023), <https://floridapolitics.com/archives/593877-report-new-disney-governing-board-looks-at-hiring-special-counsel-with-ties-to-reedy-creek-law>.

⁸⁵ Agenda, Central Florida Tourism Oversight District Board of Supervisors Meeting (April 19, 2023), *available at* <https://www.rcid.org/about/board-of-supervisors-2/> (last accessed May 8, 2023).

development agreements with Disney’s exercise of its rights to speak on public issues, the same board member declared: “Disney has once again overplayed their hand in Florida. We won’t stand for this and we won’t back down.”⁸⁶

137. A public narrative about these Contracts quickly formed around the idea that Governor DeSantis was “caught off guard” and “had the rug pulled from under him.”⁸⁷

138. Governor DeSantis’s allies, including a state representative and another CFTOD board member, in turn accused Disney of “trying to pass an 11th-hour deal in the middle of the night,”⁸⁸ and “sneaking in” the Contracts.⁸⁹ Echoing their calls, Governor DeSantis himself subsequently claimed that the Contracts were “uncovered” and “last-minute.”⁹⁰

⁸⁶ Bridget Ziegler (@BridgetAZiegler), TWITTER (Mar. 29, 2023, 9:36 PM), <https://twitter.com/BridgetAZiegler/status/1641253049250336771> (last accessed May 8, 2023).

⁸⁷ Alex Hammer & Emily Goodin, ‘You Ain’t Seen Nothing Yet’: Humiliated DeSantis Vows to Hit Back at Disney after It Exploited Obscure ‘Royal Clause’ Loophole to Strip His New Reedy Creek Board of Its Power, DAILY MAIL (Mar. 31, 2023), <https://www.dailymail.co.uk/news/article-11922083/DeSantis-vows-not-Disney-fight-company-uses-royal-loophole.html>.

⁸⁸ Representative Fred Hawkins, Remarks at Governor’s Press Conference (Apr. 17, 2023), <https://thefloridachannel.org/videos/4-17-23-governors-press-conference> (starting at 19:15).

⁸⁹ Ziegler, *supra* note 86.

⁹⁰ Letter from Governor Ron DeSantis to Chief Inspector General Melinda Miguel (Apr. 3, 2023); see *Florida Governor Ron DeSantis Orders Investigation of Disney Over Reedy Creek Agreement*, DAPS MAGIC (Apr. 3, 2023),

139. None of this was true. As explained, these Contracts followed public notice—in the Orlando Sentinel, no less—and public hearings. But, despite the facts, the political story was set, and the retaliation only got worse.

140. On April 3, Governor DeSantis lashed out at Disney by announcing the launch of a wide-ranging civil and criminal investigation. Ostensibly triggered by the State’s belated discovery of the Contracts, Governor DeSantis directed his Chief Inspector General Melinda Miguel to probe “[a]ny financial gain or benefit derived by Walt Disney World as a result of RCID’s actions and RCID’s justifications for such actions,” “[a]ll RCID board, employee, or agent communications related to RCID’s actions, including those with Walt Disney World employees and agents,” and several other topics. Governor DeSantis instructed Chief Inspector General Miguel to refer “[a]ny legal or ethical violations ... to the appropriate authorities.”⁹¹

141. Three days later, on April 6, Governor DeSantis stated at a public event that Disney had “tried to pull a fast one.” He added, “They are not superior to the people of Florida ... So come hell or high water we’re going to make sure that policy of Florida carries the day. And so they can keep trying to do things.

<https://dapsmagic.com/2023/04/florida-governor-ron-desantis-orders-investigation-of-disney-over-reedy-creek-agreement/> (published copy of letter) (last accessed May 8, 2023).

⁹¹ *Id.*

But ultimately we're going to win on every single issue involving Disney I can tell you that. ... That story's not over yet. Buckle up. There's going to be more coming down the pike."⁹²

142. In the question-and-answer session that followed, Governor DeSantis said that Disney is "acting like somehow that they pulled one over on the state" and that, "now that Disney has reopened this issue, we're not just going to void the development agreement they tried to do, we're going to look at things like taxes on the hotels, we're going to look at things like tolls on the roads ... We're going to look at things like developing some of the property that the district owns."⁹³

143. On April 7, addressing the Contracts, Governor DeSantis stated at a press conference, "Now that this has been reopened, all options are on the table. We need to make sure that people understand, whether you're an individual or you're a corporation, you don't get to play by your own rules ... I think Disney has always viewed itself as being exempt from that constitutional process. Well, those days are over here in the state of Florida." Emphasizing his control over the

⁹² Gary Fineout, 'Buckle Up': DeSantis Escalates Disney Dispute, Eyes Hotel Taxes and Road Tolls, POLITICO (Apr. 6, 2023), <https://www.politico.com/news/2023/04/06/desantis-disney-hotel-taxes-toll-rodes-00090959>.

⁹³ Steven Lemongello & Skyler Swisher, *DeSantis: I'll Kill Reedy Creek Deal, Consider Hotel Taxes, Tolls for Disney World*, ORLANDO SENTINEL (Apr. 7, 2023), <https://www.orlandosentinel.com/politics/os-ne-desantis-disney-void-reedy-creek-deal-20230407-5edgygdx5hytdzyxztwxovzwa-story.html>.

Legislature, he continued, “There will be additional legislative action taken in Tallahassee that will nullify what they tried to do at the 11th hour and then potentially, you know, arm the board with the ability to make sure that this is run appropriately.”⁹⁴

144. On April 13, Governor DeSantis stated at a public event, “They’re fighting us on this. The media’s acting like Disney getting out from under. No, it’s not going to happen. We’ll have news on that next week. So stay tuned. There will be round two in terms of those fireworks.” He added, “I don’t care if Disney doesn’t like it ... they can take a hike.”⁹⁵

145. Governor DeSantis conveyed his total control over the CFTOD board. Speaking on an Orlando radio program on April 17, Governor DeSantis warned

⁹⁴ Ron DeSantis (@GovRonDeSantis), TWITTER (Apr. 7, 2023, 11:49 AM), <https://twitter.com/GovRonDeSantis/status/1644366912200265729> (remarks at press conference in Marion County, starting at 36:48) (last accessed May 8, 2023).

⁹⁵ *Governor DeSantis Delivers Keynote Speech at GOP Meeting of Butler County, Ohio*, YOUTUBE (Apr. 13, 2023), <https://www.youtube.com/watch?v=ygZTdVKMvvM> (remarks by Governor DeSantis, at 10:04 & 28:50); A.G. Gancarski, *Ron DeSantis Promises ‘Round 2’ in Fight with Disney*, FLORIDA POLITICS (Apr. 13, 2023), <https://floridapolitics.com/archives/603259-ron-desantis-promises-round-2-in-fight-with-disney>.

that the CFTOD board would be meeting a few days later to “make sure Disney is held accountable.”⁹⁶

146. On April 17, Governor DeSantis convened a press conference to discuss next steps in the campaign against Disney. The steps included legislation and the Legislative Declaration by CFTOD.

147. He described the legislation as a bill that would “make sure that people understand that you don’t get to put your own company over the will of the people of Florida.” Describing what his administration would do with land taken from Disney’s control, he mused, “People are like: ‘What should we do with this land?’ People have said, maybe create a state park, maybe try to do more amusement parks, someone even said, like, maybe you need another state prison. Who knows? I just think that the possibilities are endless[.]”⁹⁷ Governor DeSantis

⁹⁶ Steve Contorno, *DeSantis Threatens Retaliation over Disney’s Attempt to Thwart State Takeover*, CNN (Apr. 17, 2023), <https://www.cnn.com/2023/04/17/politics/desantis-disney-takeover-florida/index.html>.

⁹⁷ Ron DeSantis (@GovRonDeSantis), Twitter (Apr. 17, 2023, 12:57 PM), <https://twitter.com/GovRonDeSantis/status/1648007909333417985> (“Governor DeSantis Provides an Update on Florida’s Response to Disney,” remarks at 9:14) (last accessed May 8, 2023); Emma Colton, *DeSantis Fires Back at Disney as Company Tries to ‘Usurp’ State Oversight*, FOX NEWS (Apr. 17, 2023), <https://www.foxnews.com/politics/desantis-fires-back-disney-company-tries-usurp-state-oversight>.

warned, “I look forward to the additional actions that the state control board will implement in the upcoming days.”⁹⁸

148. Representative Carolina Amesty took the podium after Governor DeSantis concluded his remarks. She reiterated the connection between the threatened board actions and Disney’s protected speech: “Let it be known, across this great nation that here, in the free state of Florida, it is ‘We the People,’ not ‘woke’ corporations.”⁹⁹ Representative Amesty continued, “We all love Disney; however, you cannot indoctrinate our children. Instead, they have turned Disney into this corporate PR arm of a small group of extremists who want to indoctrinate our children with radical gender ideologies that have no basis in science, common sense, or basic human decency.”¹⁰⁰ In conclusion, Representative Amesty warned, “As our great Governor has said, Florida is a place where woke goes to die.”¹⁰¹

⁹⁸ Press Release, Governor Ron DeSantis, *Governor Ron DeSantis Announces Legislative Action to Rebuke Disney’s Last-Ditch Attempt to Defy the Legislature and the State of Florida* (Apr. 17, 2023), <https://www.flgov.com/2023/04/17/governor-ron-desantis-announces-legislative-action-to-rebuke-disneys-last-ditch-attempt-to-defy-the-legislature-and-the-state-of-florida>.

⁹⁹ Ron DeSantis (@GovRonDeSantis), TWITTER (Apr. 17, 2023, 12:57 PM), <https://twitter.com/GovRonDeSantis/status/1648007909333417985> (remarks of Representative Carolina Amesty, at 21:42-21:51) (last accessed May 8, 2023).

¹⁰⁰ *Id.* at 22:03-22:23.

¹⁰¹ *Id.* at 23:43-23:49.

149. At the conclusion of the press conference, Governor DeSantis stated, “Stay tuned. We’ve got more coming up.”¹⁰²

150. The Governor’s office issued a press release later that day, announcing, “Disney’s corporate kingdom is over,” and that “the agreements will be nullified by new legislation that I intend to execute. ... I look forward to the additional actions that the state control board will implement in the upcoming days.”¹⁰³

151. The CFTOD met for its third meeting on April 19.

152. At the meeting, CFTOD’s outside counsel attacked Disney’s exercise of development contract rights and proclaimed that Disney’s “efforts are illegal, and they will not stand”—even though he acknowledged that it is “well established under Florida law that a development agreement and a restrictive covenant” are “contract[s]” and are “governed by the law of contract.”¹⁰⁴ CFTOD’s counsel also

¹⁰² *Id.* (remarks of Governor DeSantis) at 33:27-33:32.

¹⁰³ Press Release, Governor Ron DeSantis, *Governor Ron DeSantis Announces Legislative Action to Rebuke Disney’s Last-Ditch Attempt to Defy the Legislature and the State of Florida* (Apr. 17, 2023), <https://www.flgov.com/2023/04/17/governor-ron-desantis-announces-legislative-action-to-rebuke-disneys-last-ditch-attempt-to-defy-the-legislature-and-the-state-of-florida/>.

¹⁰⁴ Transcript of Record, Central Florida Tourism Oversight District Board of Supervisors Meeting (Apr. 19, 2023) at 63:10; 71:5-8.

admitted that Disney “did publish notice ... in the newspaper” before entering into the Development Agreement.¹⁰⁵

153. When the CFTOD chair asked CFTOD’s counsel “what action he recommends that the board take,” the board’s special counsel recommended that the board move to direct counsel to prepare “a resolution” for consideration at the board’s April 26 meeting that would (1) declare the Contracts void *ab initio*, (2) make findings of fact in support thereof, and (3) direct action as need to assert CFTOD’s positions on these issues. A motion in support of this action passed with unanimous support.¹⁰⁶

154. The same day, the board published the agenda for the April 26 meeting. The agenda included a single item under “New Business,” labeled “Approval of legislative findings regarding and declare the Development Agreement and Declaration of Restrictive Covenants entered into by Reedy Creek Improvement District and Walt Disney Parks and Resorts U.S. void *ab initio* and direction to litigation counsel regarding same.”¹⁰⁷

155. On April 24, CFTOD published proposed “legislative findings” for its predetermined voiding of the Contracts. The purported findings assert a

¹⁰⁵ *Id.* at 67:25.

¹⁰⁶ *Id.* at 117:4-15.

¹⁰⁷ *Id.* at 117:16-21.

scattershot collection of alleged contract infirmities and then declare the Contracts to be “void and unenforceable.”¹⁰⁸

156. Going further, the legislative findings and declaration attack the Comprehensive Plan, even though the State, itself, found the plan in compliance with Florida law months ago. The legislative findings and declaration also target certain land development regulation amendments that were recently adopted. CFTOD gave no prior notice of its intent to void the Comprehensive Plan or the regulation amendments.

157. The purpose and effect of this exercise of power is the same as the legislation and executive activity that has been deployed for over a year—to punish Disney for expressing a certain view.

158. On April 26, just as CFTOD previewed it would do the week before, the CFTOD board unanimously approved the legislative findings and declaration, declaring that the Contracts were “void and unenforceable.”

H. GOVERNOR DESANTIS AND THE LEGISLATURE VOID THE CONTRACTS BY STATUTE AND EXPAND THE RETRIBUTION CAMPAIGN

159. During the same April 17 press conference in which he previewed the CFTOD’s Legislative Declaration, *see supra* ¶¶ 146-149, Governor DeSantis

¹⁰⁸ Meeting Package, Central Florida Tourism Oversight District Board of Supervisors (April 26, 2023), *available at* [https://www.rcid.org/about/board-of-supervisors-2/\(4-26-23-BOS-Package.pdf\)](https://www.rcid.org/about/board-of-supervisors-2/(4-26-23-BOS-Package.pdf)) (last accessed May 8, 2023).

declared that the State would act directly as well: he had worked with “both leaders of the House and Senate” on a “bill that will be put out in the Florida legislature that will make sure” that the Contracts “are revoked.”¹⁰⁹

160. Senator Blaise Ingoglia also spoke. He threatened, “I know this Governor, and I know this Governor well, so I have a couple words for Disney: ‘You are not going to win this fight. This Governor will.’”¹¹⁰

161. The next day, Senator Ingoglia delivered Governor DeSantis’s promised legislation—an amendment to Senate Bill 1604 that voided the Contracts.¹¹¹

162. As emphasized by the statements of the Governor and his allies, the amendment was drafted to target the Contracts specifically—and only the Contracts. It states:

An independent special district is precluded from complying with the terms of any development agreement, or any other agreement for which the development agreement serves in whole or part as consideration, which is executed within 3 months preceding the effective date of a law modifying the manner of selecting members of

¹⁰⁹ Ron DeSantis (@GovRonDeSantis), Twitter (Apr. 17, 2023, 12:57 PM), <https://twitter.com/GovRonDeSantis/status/1648007909333417985> (“Governor DeSantis Provides an Update on Florida’s Response to Disney,” remarks at 6:26) (last accessed May 8, 2023).

¹¹⁰ *Id.* (remarks of Senator Blaise Ingoglia) at 25:00-25:10.

¹¹¹ Bill History of Senate Bill 1604 (2023), *available at* <https://www.flsenate.gov/Session/Bill/2023/1604> (last accessed May 8, 2023).

the governing body of the independent special district from election to appointment or from appointment to election.¹¹²

163. Thus, under the legislation, the Contracts are immediately void and unenforceable, though CFTOD is ostensibly empowered to readopt them “within 4 months of taking office.”¹¹³ Underscoring the State’s coordinated efforts, in its Legislative Declaration executed the following week, CFTOD stated: “[T]he Board has no desire to readopt or ratify [the Contracts].”¹¹⁴

164. Senator Ingoglia called the amendment to Senate Bill 1604 a “reversion” of the Contracts, which he said RCID and Disney “put in place at the last second.”¹¹⁵

165. Representative Stan McClain introduced an identical amendment the same day, though the House bill was later tabled in favor of Senate Bill 1604.¹¹⁶ In discussions about his amendment to House Bill 439, Representative McClain

¹¹² Senate Bill 1604, Fla. Laws ch. 2023-31 (adding subsection (7) to Fla. Stat. § 189.031).

¹¹³ *Id.*

¹¹⁴ Meeting Package, Central Florida Tourism Oversight District Board of Supervisors (Apr. 26, 2023), *available at* <https://www.rcid.org/about/board-of-supervisors-2/> (4-26-23-BOS-Package.pdf) (last accessed May 8, 2023).

¹¹⁵ Jim Turner, *Bills to End Reedy Creek Agreement Approved, Move to Florida House and Senate*, ORLANDO WEEKLY (Apr. 19, 2023), <https://www.orlando-weekly.com/news/bills-to-end-reedy-creek-agreement-approved-move-to-florida-house-and-senate-34014881>.

¹¹⁶ Bill History of House Bill 439 (2023), *available at* <https://www.flsenate.gov/Session/Bill/2023/439/?Tab=BillHistory> (last accessed May 8, 2023).

remarked: “When problems arise, we fix them.”¹¹⁷

166. During the Florida House’s May 3, 2023 floor session, multiple House members explicitly tied Senate Bill 1604 to the Contracts. Representative Toby Overdorf stated, “[Disney] chose to break the law, and now we have to come back and re-write it one more time so that other special districts don’t follow that bad example.”¹¹⁸ Likewise, Representative William Robinson, Jr., speaking in favor of the bill, stated: “Two of my most terrifying words are ‘lame duck.’ And that’s really what we’re dealing with, right here. A lame duck board that is saddling a new board with obligations. ... This development agreement has saddled the new board with obligations that the old board in a lame duck session was doing.”¹¹⁹

167. By May 4, both the Senate and the House had passed Senate Bill 1604. One day later, May 5, Governor DeSantis signed the bill into law.

168. Governor DeSantis and his allies have no apparent intent to moderate their retaliatory campaign any time soon. Again, at the same April 17 press conference, *see supra* ¶¶ 146-149, Governor DeSantis announced ongoing efforts

¹¹⁷ John Kennedy, *Ron DeSantis Strikes Back at Disney: Republican-led Legislature Comes to Governor’s Aid*, TALLAHASSEE DEMOCRAT (Apr. 19, 2023), <https://www.tallahassee.com/story/news/politics/state/2023/04/19/desantis-disney-florida-lawmakers-join-fight-control/70130112007>.

¹¹⁸ Fla. House Floor Session, May 3, 2023, at 2:11:40-2:11:52 (12:15 PM), *available at* <https://www.myfloridahouse.gov/VideoPlayer.aspx?eventID=8955> (Debate on CS/CS/SB 1604) (last accessed May 8, 2023).

¹¹⁹ *Id.* at 2:12:20-2:13:22 (remarks by Representative W. Robinson).

to give the State new authority to override safety inspections at Walt Disney World, as well as to regulate Disney’s monorail transportation systems.

Previewing the monorail legislation, Governor DeSantis falsely accused Disney of “exempt[ing] the monorail from any safety standards or inspections.”¹²⁰

169. Like clockwork, one week later, Senator Nick DiCeglie introduced the monorail legislation as an amendment to a Senate transportation bill. *See* Senate Bill 1250 (2023), later substituted as House Bill 1305 (2023). In what has now become a familiar practice, the proposed amendment was precision-engineered to target Disney alone, just as Governor DeSantis intended and previewed—imposing state oversight over only those private monorail systems located “within an independent special district created by local act which have boundaries within two contiguous counties.” *Id.*

170. Disney is the only company affected by House Bill 1305.

¹²⁰ Ron DeSantis (@GovRonDeSantis), TWITTER (Apr. 17, 2023, 12:57 PM), <https://twitter.com/GovRonDeSantis/status/1648007909333417985> (“Governor DeSantis Provides an Update on Florida’s Response to Disney,” remarks at 8:12) (last accessed May 8, 2023).

171. Underscoring the point, Senator Geraldine Thompson warned that House Bill 1305 “reeks of retribution.”¹²¹

172. On May 2, the Senate passed House Bill 1305. The House passed the bill as amended the next day.

173. On May 5, 2023—at a press conference commemorating the end of the Florida legislative session, and the day he signed Senate Bill 1604 into law—Governor DeSantis was asked about his “handling of Reedy Creek.”¹²² Without hesitation or prompt, Governor DeSantis admitted: “[T]his all started, of course, with our parents’ rights bill.”¹²³

174. In a separate interview that same day, Governor DeSantis trumpeted the unequivocal intent and perceived success of his retribution campaign: “Since our skirmish last year, Disney has not been involved in any of those issues. They

¹²¹ Gabrielle Russon, *Senate Supports State Inspections of Disney World’s Monorail, with 2 Republican Defections*, FLORIDA POLITICS (May 2, 2023), <https://floridapolitics.com/archives/608999-senate-supports-state-inspections-of-disney-worlds-monorail-with-2-republican-defections>.

¹²² Ron DeSantis (@GovRonDeSantis), TWITTER (May 5, 2023, 11:22 AM), <https://twitter.com/GovRonDeSantis/status/1654506916473888768> (“Florida’s 2023 Legislative Session Ends,” remarks at 34:45-38:58) (last accessed May 8, 2023).

¹²³ *Id.*

have not made a peep. That, ultimately, is the most important, that Disney is not allowed to pervert the system to the detriment of Floridians.”¹²⁴

175. Having exhausted all other options, Disney is left with no choice but to bring this Complaint asking the Court to stop the State of Florida from weaponizing the power of government to punish private business.

**FIRST CAUSE OF ACTION
CONTRACTS CLAUSE VIOLATION
(U.S. Const. art I, § 10, cl. 1, amend. XIV; 42 U.S.C. § 1983;
Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202)**

176. Disney realleges and incorporates by reference paragraphs 1-175.

177. Disney brings this first cause of action against all Defendants.

178. CFTOD’s and the State Legislature’s abrogation of the Contracts violates Disney’s rights under the U.S. Constitution, article I, section 10, clause 1, known as the “Contracts Clause.” The Contracts Clause provides that “[n]o State shall ... pass any ... Law impairing the Obligation of Contracts.”

179. The Contracts Clause prohibits local government entities from abrogating their own contracts with private entities. *See, e.g., Vicksburg Waterworks Co. v. City of Vicksburg*, 185 U.S. 65 (1902); *City of Walla Walla v. Walla Walla Water Co.*, 172 U.S. 1 (1898); *City of Los Angeles v. Los Angeles City*

¹²⁴ NEWSMAX, *DeSantis talks Trump, Tucker, Disney and Biden in NEWSMAX exclusive*, YOUTUBE (May 5, 2023), <https://www.youtube.com/watch?v=2UXmOkfeSAc> (Governor DeSantis interview with John Bachman, at 0:05-3:52) (last accessed May 8, 2023).

Water Co., 177 U.S. 558 (1900); *New Orleans Water-Works Co. v. Rivers*, 115 U.S. 674 (1885); *Murray v. City of Charleston*, 96 U.S. 432 (1877); *E & E Hauling, Inc. v. Forest Preserve Dist.*, 613 F.2d 675 (7th Cir. 1980); *Welch v. Brown*, 935 F. Supp. 2d 875 (E.D. Mich. 2013). The Contracts Clause likewise bars a state from enacting laws that impair or abrogate local government contracts. See *U.S. Trust Co. of N.Y. v. New Jersey*, 431 U.S. 1, 24 n.22 (1977); *Rorick v. Board of Comm'rs of Everglades Drainage Dist.*, 57 F.2d 1048, 1055 (N.D. Fla. 1932). A law that impairs a government entity's own contracts with a private actor is especially suspect and hence subject to heightened judicial scrutiny. *U.S. Trust Co.*, 431 U.S. at 25-26.

180. The rights protected by the Contracts Clause are familiar to Florida law. Indeed, the Florida Supreme Court has pronounced the “right to contract” to be “one of the *most sacrosanct rights* guaranteed by our fundamental law.” *Chiles v. United Faculty of Fla.*, 615 So. 2d 671, 673 (Fla. 1993) (emphasis added).

181. The Legislative Declaration and Senate Bill 1604 violate that most sacrosanct right and thus deprive Disney of its rights under the Contracts Clause. By declaring the Contracts void, the Legislative Declaration and Senate Bill 1604 purport to rescind Disney's rights and protections under contracts and to relieve CFTOD of any obligation to comply with its obligations under the Contracts or to pay damages for any breaches.

182. The substantial—indeed, total—impairment of Disney’s contract rights was not “necessary” to serve an “important” government interest, as required to survive Contracts Clause scrutiny. *U.S. Trust Co.*, 431 U.S. at 25-26. As alleged in this Complaint, the Contracts were abrogated as part of an explicit campaign of official government retaliation against Disney for expressing a viewpoint the Governor and Legislature disagreed with. That objective is the opposite of important—it is categorically impermissible.

183. Any other asserted reasons for abrogating the Contracts are pretextual. RCID was fully empowered to enter into the Contracts. Special districts commonly enter into contracts with developers, including special districts with governing structures defined by land ownership. And the law establishing CFTOD expressly provides that all preexisting RCID contracts remain fully enforceable. CFTOD Charter § 1.

184. Just as in other long-term development contracts in other special districts, the Contracts here involve land-use rights and obligations, not sovereign or police powers that special districts are legally barred from delegating. The Contracts establish Disney’s rights concerning use of its own property and, as expressly authorized by RCID’s charter, restrict CFTOD from using its own property for non-public purposes that interfere with Disney’s development of its property. Reedy Creek Enabling Act § 9 (authorizing RCID to subject its land to

“encumbrance”). In exchange, the Contracts restrict Disney’s use of its own property to specified development purposes and obligate Disney to convey its property at fair market value when needed for public purposes.

185. Neither CFTOD nor the Legislature has identified any legitimate reason or need to treat the Contracts differently from long-term development agreements entered into by developers in other special districts.

186. Even if the State could articulate an “important” interest uniquely implicated by the Contracts that is not implicated by other special district development contracts, it cannot show that complete abrogation of the Contracts is “necessary” to serve any such interest. Under the Contracts Clause, the government “is not free to impose a drastic impairment when an evident and more moderate course would serve its purpose equally well.” *U.S. Trust Co.*, 431 U.S. at 30-31. An impairment of a contract thus is prohibited if “a less drastic modification would have permitted” the government to advance its purpose while allowing the contract to remain in place. *Id.* The State has not identified any important government interest justifying its abrogation at all, much less an important interest that cannot be satisfied by modifying some provision or provisions of the Contracts.

187. CFTOD’s and the State Legislature’s decision to abrogate the Contracts completely, rather than pursue modification of whatever provisions

CFTOD or the State Legislature claims to be unlawful, underscores their motivation to punish Disney for its political speech rather than to operate as a good-faith counterparty in the continued development of the District.

188. Disney is entitled to a declaration that abrogation of the Contracts violates Disney's rights under the Contracts Clause and that the Contracts remain in effect and enforceable. Disney is further entitled to an order enjoining Defendants from enforcing the Legislative Declaration and Senate Bill 1604.

**SECOND CAUSE OF ACTION
TAKINGS CLAUSE VIOLATION
(U.S. Const. amend. V, amend. XIV; 42 U.S.C. § 1983;
Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202)**

189. Disney realleges and incorporates by reference paragraphs 1-175.

190. Disney brings this second cause of action against all Defendants.

191. The Legislative Declaration and Senate Bill 1604 take Disney's property without providing just compensation, in violation of the Takings Clause of the Fifth Amendment to U.S. Constitution. The Takings Clause provides: "[N]or shall private property be taken for public use, without just compensation." U.S. Const. amend V.

192. "Contract rights are a form of property and as such may be taken for a public purpose provided that just compensation is paid." *U.S. Trust Co.*, 431 U.S. at 19 n.16; *see also Lynch v. United States*, 292 U.S. 571, 579 (1934); *Contributors to Pennsylvania Hospital v. Philadelphia*, 245 U.S. 20 (1917). Not all contract

rights necessarily qualify as “property” under the Takings Clause, and thus “the fact that legislation disregards or destroys existing contractual rights does not always transform the regulation into an illegal taking.” *Connolly v. PBGC*, 475 U.S. 211, 224 (1986). But when a law overrides “substantive” contract rights in “specific” real property, the Clause’s protections apply. *Louisville Joint Stock Land Bank v. Radford*, 295 U.S. 555, 590 (1935); *see Pennsylvania Coal Co. v. Mahon*, 260 U.S. 393 (1922) (regulation overriding contractual right to mine land invalid under Takings Clause).

193. The Contracts secure valuable substantive rights in specific property, *i.e.*, the parcels explicitly identified in the Contracts. The Development Agreement, for example, grants Disney various long-term rights in the use and development of its land, consistent with the Comprehensive Plan found compliant with Florida law by the DeSantis Administration. The Restrictive Covenants likewise protect Disney’s rights to develop its land by limiting CFTOD’s ability to use its adjacent lands in ways that damage or destroy Disney’s development rights. *Cf. Stop the Beach Renourishment, Inc. v. Fla. Dep’t of Env’t Prot.*, 560 U.S. 702, 713 (2010) (Scalia, J., concurring) (“when the government uses its own property in such a way that it destroys private property, it has taken that property”). The Legislative Declaration and Senate Bill 1604 expressly deprive Disney of those valuable rights in private property without making any payment to Disney in

exchange for the deprivation. The Legislative Declaration and Senate Bill 1604 thus take Disney's property without just compensation.

194. Disney is entitled to a declaration that the taking of Disney property rights without payment of just compensation violates the Takings Clause and that the property rights set forth in the Contracts remain in effect and enforceable. Disney is further entitled to an order enjoining Defendants from enforcing the Legislative Declaration and Senate Bill 1604.

**THIRD CAUSE OF ACTION
DUE PROCESS CLAUSE VIOLATION
(U.S. Const. amend. XIV; 42 U.S.C. § 1983;
Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202)**

195. Disney realleges and incorporates by reference paragraphs 1-175.

196. Disney brings this third cause of action against all Defendants.

197. The Legislative Declaration and Senate Bill 1604 abrogate the Contracts without any rational basis and for only impermissible reasons, in violation of the Due Process Clause of the Fourteenth Amendments to the U.S. Constitution. The Due Process Clause provides: “[N]o person shall be ... deprived of life, liberty, or property, without due process of law[.]”

198. The Due Process Clause forbids any state or local entity from adopting any “arbitrary and irrational” legislative act affecting a person’s state-created rights—including property interests. *Kentner v. City of Sanibel*, 750 F.3d 1274, 1279-1280 (11th Cir. 2014); see *Lewis v. Brown*, 409 F.3d 1271, 1273 (11th

Cir. 2005). In other words, “states must demonstrate that they are violating private interests only as necessary to promote state interests.” *McKinney v. Pate*, 20 F.3d 1550, 1557 n.9 (11th Cir. 1994).

199. The State cannot make that showing here. As alleged in this Complaint, the Legislative Declaration purporting to abrogate the Contracts was not enacted for any legitimate state interest. Nor was Senate Bill 1604. They were instead enacted to further an official State campaign of retaliation against Disney for expressing a viewpoint that Governor DeSantis and his legislative allies disagree with.

200. Further, the State does not and cannot demonstrate that complete abrogation of the Contracts is reasonably necessary to advance any state interest that could be legitimate. The State cannot show that the Contracts are dissimilar in character to contracts between other developers and special districts to fix long-term development rights and obligations. Nor can it show that the Contracts contradict any aspect of Comprehensive Plan found compliant by the State. The State thus cannot identify a non-arbitrary, rational basis for singling out and voiding the Contracts.

201. Disney is entitled to a declaration that the arbitrary and irrational voiding of the Contracts violates the Due Process Clause and that the Contracts

remain in effect and enforceable. Disney is further entitled to an order enjoining Defendants from enforcing the Legislative Declaration and Senate Bill 1604.

**FOURTH CAUSE OF ACTION
FIRST AMENDMENT VIOLATION
(U.S. Const. amend. I, amend. XIV; 42 U.S.C. § 1983;
Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202)**

202. Disney realleges and incorporates by reference paragraphs 1-175.

203. Disney brings this fourth cause of action against all Defendants.

204. Disney’s public statements on House Bill 1557 are fully protected by the First Amendment, which applies with particular force to political speech. *See Citizens United v. Federal Election Commission*, 558 U.S. 310, 342 (2010).

Speech such as Disney’s, on public issues and petitions to the government, “occupies the core of the protection afforded by the First Amendment.” *McIntyre v. Ohio Elections Comm’n*, 514 U.S. 334, 346 (1995); *see also Warren v. DeSantis*, ___ F. Supp. 3d ___, 2022 WL 6250952, at *4 (N.D. Fla. 2022) (First Amendment protects speech “intended to influence public opinion and, in turn, any proposed legislation”).

205. CFTOD’s retaliatory interference with the Contracts, via the Legislative Declaration and its predicates, has chilled and continues to chill Disney’s protected speech. *Bennett v. Hendrix*, 423 F.3d 1247, 1254 (11th Cir. 2005) (discussing action that “would likely deter a person of ordinary firmness from the exercise of First Amendment rights.”). So too has the State’s retaliatory

interference through Senate Bill 1604. This unconstitutional chilling effect is particularly offensive here due to the clear retaliatory and punitive intent that has motivated CFTOD's and the State Legislature's actions, at the Governor's directive. *See Bailey v. Wheeler*, 843 F.3d 473, 486 (11th Cir. 2016) ("Our First Amendment demands that a law-enforcement officer may not use his powerful post to chill or punish speech he does not like.").

206. Disney has a significant interest in its own contracts, which have been directly targeted by the Legislative Declaration and Senate Bill 1604. Disney faces concrete, imminent, and ongoing injury as a result of the contractual impairment.

207. CFTOD's and the Legislature's actions were motivated by retaliatory intent. On April 17, Governor DeSantis warned that the CFTOD board would be meeting a few days later to "make sure Disney is held accountable." Later that day, Governor DeSantis announced, "I look forward to the additional actions that the state control board will implement in the upcoming days." He also said that he had worked with "both leaders of the House and Senate" on a "bill that will be put out in the Florida legislature that will make sure that" the Contracts "are revoked." Governor DeSantis has let no doubt be harbored as to the impetus for his punishment. He wrote in an article to promote his book, "When corporations try to use their economic power to advance a woke agenda, they become political, and not merely economic, actors. ... Leaders must stand up and fight back when big

corporations make the mistake, as Disney did, of using their economic might to advance a political agenda.”

208. There is no rational basis to invalidate the Contracts, and the purported justifications for doing so are pretextual.

209. Because the Legislative Declaration and Senate Bill 1604 retaliate against Disney for its protected speech, Disney is entitled to a declaratory judgment that the Legislative Declaration and Senate Bill 1604 are unconstitutional and an order enjoining Defendants from enforcing them.

**FIFTH CAUSE OF ACTION
FIRST AMENDMENT VIOLATION
(U.S. Const. amend. I, amend. XIV; 42 U.S.C. § 1983;
Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202)**

210. Disney realleges and incorporates by reference paragraphs 1-175.

211. Disney brings this fifth cause of action against all Defendants.

212. As discussed, Disney’s public statements on House Bill 1557 are fully protected by the First Amendment, which applies with particular force to political speech. *See McIntyre*, 514 U.S. at 346.

213. The retaliatory reconstitution of Disney’s governing body’s structure through the enactments of Senate Bill 4C and House Bill 9B have chilled and continue to chill Disney’s protected speech. *See Bennett*, 423 F.3d at 1254. This unconstitutional chilling effect is particularly offensive due to the clear retaliatory

and punitive intent that motivated the Governor's and the Legislature's actions.

See Bailey, 843 F.3d at 486.

214. Disney has a significant interest in its governing body's composition and structure, which has been directly targeted by the enactment of legislation providing for its complete revision. Disney faces concrete, imminent, and ongoing injury as a result of CFTOD's new powers and composition.

215. Senate Bill 4C and House Bill 9B were motivated by retaliatory intent. Governor DeSantis would not have promoted or signed, and the Legislature would not have enacted either bill, but for their desire to punish Disney for its speech on an important public issue. *See Warren*, 2022 WL 6250952, at *2 (crediting "sources of information about the Governor's motivation" for suspending a prosecutor, including a tweet from the Governor's press secretary and comments during the Governor's announcement of the suspension).

216. Governor DeSantis called on the Legislature to extend its special session for the express purpose of enacting Senate Bill 4C the very day after Disney made a statement about House Bill 1557. He repeatedly and publicly stated that he was "fight[ing] back" for Disney's criticism of House Bill 1557, including at the bill-signing ceremony. Key legislators publicly acknowledged that Senate Bill 4C targeted Disney.

217. The law’s passage was highly irregular. The bill was added to a special session convened for other purposes even though there was no emergency that would justify such rushed treatment: RCID had existed for decades, and Senate Bill 4C did not propose dissolution until June 2023. The bill passed only three days after identical bills were simultaneously introduced in the House and Senate. There was no debate in the House. Stakeholders did not have time to conduct their own analyses. And no concrete plan to effectuate the dissolution of RCID, or address the ramifications of doing so, was proposed in the months following the legislation’s hasty enactment. *See Vill. of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 267 (1977) (“Departures from the normal procedural sequence also might afford evidence that improper purposes are playing a role. Substantive departures too may be relevant, particularly if the factors usually considered important by the decisionmaker strongly favor a decision contrary to the one reached.”).

218. The circumstances surrounding the passage of House Bill 9B reveal the same retaliatory targeting. Again, a special session was convened and the Legislature passed the bill within days of its introduction. During the Senate’s floor session, Senator Doug Broxson confirmed that the bill was punishment for Disney failing to be “apolitical.” Senator Broxson said, “We joined with the Governor in saying it was Disney’s decision to go from an apolitical, safe 25,000

acres, and try to be involved in public policy. ... We're saying 'you have changed the terms of our agreement, therefore we will put some authority around what you do.'" Governor DeSantis, in a recent article, gave the following context for House Bill 9B: "When corporations try to use their economic power to advance a woke agenda, they become political, and not merely economic, actors ... Leaders must stand up and fight back when big corporations make the mistake, as Disney did, of using their economic might to advance apolitical agenda."

219. There are no rational bases for either Senate Bill 4C or House Bill 9B, and the purported justifications for both are pretextual.

220. Because both pieces of legislation retaliate against Disney for its protected speech, Disney is entitled to a declaratory judgment that the laws are unconstitutional and an order enjoining Defendants from enforcing them.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court grant the following relief:

A. Declare that the Legislative Declaration and Senate Bill 1604 are unlawful and unenforceable because they abrogate Disney's rights in violation of the Contracts Clause;

B. Declare that the Legislative Declaration and Senate Bill 1604 are an unlawful taking of Disney's property rights without payment of just compensation in violation of the Takings Clause;

C. Declare that the Legislative Declaration and Senate Bill 1604 are unlawful and unenforceable because they were an arbitrary and irrational voiding of the Development Agreement and Restrictive Covenants in violation of the Due Process Clause;

D. Declare that the Legislative Declaration and Senate Bill 1604 are unlawful and unenforceable because they were enacted in retaliation for Disney's speech in violation of the First Amendment;

E. Declare that the Contracts remain in effect and enforceable;

F. Declare that Senate Bill 4C and House Bill 9B are unlawful and unenforceable because they were enacted in retaliation for Disney's political speech in violation of the First Amendment;

G. Issue an order enjoining Defendants from enforcing the Legislative Declaration and Senate Bill 1604;

H. Issue an order enjoining Defendants from enforcing Senate Bill 4C and House Bill 9B;

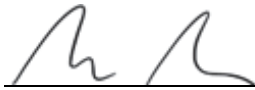
I. Award Plaintiff its attorney's fees and costs; and

J. Grant such other relief as this Court may deem just and proper.


Dated: May 8, 2023

Respectfully submitted.

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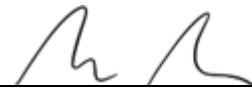
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Attorneys for Plaintiff Walt Disney Parks and Resorts U.S., Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on May 8, 2023, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system. I further certify that I will send the foregoing document and the notice of electronic filing to the following: by U.S. Mail, return receipt requested, and email, to John Guard, Chief Deputy Attorney General, john.guard@myfloridalegal.com, James Percival, James.Percival@myfloridalegal.com, Henry Whitaker, Henry.Whitaker@myfloridalegal.com, and Daniel Bell, Daniel.Bell@myfloridalegal.com, Office of the Attorney General of the State of Florida, PL-01, Tallahassee, FL 32399-1050, by U.S. Mail, return receipt requested, and email, to Charles J. Cooper, ccooper@cooperkirk.com, Cooper & Kirk, PLLC, 1523 New Hampshire Ave., NW, Washington D.C., 20036, and by U.S. Mail, return receipt requested, to Eryka Washington-Perry, Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida, 32830.



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EXHIBIT A

Prepared by/Record and Return to:

Edward G. Milgrim
Milgrim Law Group
3216 Corrine Drive
Orlando, FL 32803

**WALT DISNEY WORLD
CHAPTER 163 DEVELOPMENT AGREEMENT**

This Development Agreement (this “**Agreement**”) is made this 8th day of February, 2023, by and between **Walt Disney Parks and Resorts U.S., Inc.**, a Florida corporation, on behalf of itself and its affiliated and subsidiary entities (hereinafter referred to as “**Master Developer**”), whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, and **Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830 (hereinafter referred to as “**RCID**”). RCID and Master Developer may sometimes be referred to collectively herein as the “**Parties**”.

WITNESSETH

WHEREAS, in 1967 the Florida Legislature created the Reedy Creek Improvement District (RCID) in order to create a governmental structure as stated in the RCID Charter with the governmental powers, and for the objectives and purposes, stated in the RCID Charter; and

WHEREAS, since 1967 RCID has served as the governing agency to approve long-term plans within its jurisdictional boundary including comprehensive plans and land development regulations, and has approved development applications and issued building permits in accordance with the above; and

WHEREAS, the Board of Supervisors of RCID has the power and authority to administer the comprehensive plan and supporting land development regulations in respect to all lands located within the jurisdictional boundary of RCID (hereinafter referred to as the “**RCID Jurisdictional Lands**”); and

WHEREAS, this Agreement governs a portion of the RCID Jurisdictional Lands (hereinafter referred to as the “**Property**”) as defined by a legal description attached as **EXHIBIT 1** and a location map attached as **EXHIBIT 2**; and

WHEREAS, Master Developer owns, either directly or through one or more subsidiary entities, the vast majority of the Property, although, in the future, portions of the Property or any other land that Master Developer may acquire within the RCID Jurisdictional Lands, may be transferred or leased to another entity or subdivided and sold or expanded; and

WHEREAS, Master Developer has developed portions of the Property into the *Walt Disney World*® Resort (“**Walt Disney World**”), a world renowned resort with multiple theme parks, entertainment venues, resort hotels, commercial and other land uses along with monorails and transit service to support Walt Disney World, and plans to continue to develop Walt Disney World onto additional portions of the Property (Walt Disney World as further developed and expanded hereinafter referred to as the “**Project**”); and

WHEREAS, RCID also owns land comprising a portion of the Property which may be developed as part of the Project in the future; and

WHEREAS, RCID has adopted a comprehensive plan (hereinafter referred to as the “**Comprehensive Plan**”) that has been reviewed and approved by the State Land Planning Agency, as required by Chapter 163, Florida Statutes; and

WHEREAS, RCID has adopted land development regulations (“**RCID LDRs**”), as required by Chapter 163, Florida Statutes; and

WHEREAS, as required by State growth management law, in June 2022 the Comprehensive Plan was amended and updated to extend the planning timeframe through 2032 and to adopt updates to the future land use map and maximum development program within the RCID Jurisdictional Lands for the timeframe 2022-2032; and

WHEREAS, this Agreement is needed to establish and vest in Master Developer certain development rights and entitlements for the Project that Master Developer will be able to rely on for the life of this Agreement; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes (the “**Florida Local Government Development Agreement Act**”), authorize local governments and developers to enter into certain types of development agreements, with an initial duration of up to thirty (30) years, to provide certainty to both parties in terms of current and future processes and entitlements; and

WHEREAS, development agreements pursuant to the Florida Local Government Development Agreement Act are a common tool for developers and local governments in the State of Florida, especially with respect to long-term, multi-phase projects like Walt Disney World; and

WHEREAS, in accordance with Section 163.3229 of the Florida Local Government Development Agreement Act, the Parties have agreed on a period of thirty (30) years to allow development on the Property of the maximum development program as defined below in **TABLE 1** (hereinafter referred to as the “**Maximum Development Program**”); and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed as follows:

I. PURPOSE AND AUTHORITY

(A) **Recitals**. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is three-fold:

1) It will provide a binding written agreement between the Parties for the long-term development of the Property and Project in order to vest the Maximum Development Program and to provide certainty to Master Developer; and

2) It will stipulate the provision of necessary public facilities by RCID that will be in place concurrent with the demand of the Maximum Development Program as it is constructed; and

3) It will provide clarification for how the Comprehensive Plan and RCID LDRs will apply to the Project, both now and in the future.

(C) Authority for Agreement. This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act, which consists of Sections 163.3220-163.3243, Florida Statutes. The authority under those sections is supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing and a commitment to long-term comprehensive planning.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use and Project Entitlements. The RCID Jurisdictional Lands consist of land uses as set forth in and consistent with the Future Land Use Map (defined below) and are approved for the Maximum Development Program identified in **TABLE 1** below. The densities and intensities of the Project are identified and described in **TABLE 2** below.

(B) Maximum Building Heights. Building heights are to be controlled and approved by Master Developer in order to protect the immersive nature and aesthetic character of the theme parks and attractions either currently existing or to be built on the Property. Absent specific Master Developer approval, the maximum building heights on the Property are controlled by the Federal Aviation Administration (FAA) height standards and any waiver or variance from said standards as approved by the FAA.

(C) Provision of Necessary Public Facilities. In order to facilitate the implementation of and provide adequate levels of service for the Maximum Development Program, certain public infrastructure systems will require new facilities and/or expansions of existing facilities (hereinafter referred to as the "**Public Facilities**"). The Public Facilities are listed in the Capital Improvement Element of the Comprehensive Plan a copy of which is attached hereto and incorporated herein as **EXHIBIT 3**, and will be funded, designed and constructed or caused to be constructed by RCID. Any land required for the Public Facilities that is owned by Master Developer shall be dedicated to RCID, or other public entity, as required. Compensation for said land dedication shall be negotiated between parties at the time of transfer but in no event shall Master Developer request payment for the land in excess of fair market value as determined by a Member of the Appraisal Institute (MAI) real estate appraiser, jointly selected by the Parties.

TABLE 1 –Maximum Development Program
 (RCID Comprehensive Plan, FLUE Table 2-1 – Additional Approved Development Through 2032)

Uses	Comp Plan Future Land Use Where Permitted	2020 Base Condition (Existing) ⁽¹⁾	Add'l Approved Through 2032	Total Existing & Approved
Hotels/Resorts	Mixed Use Hotel/Resort Commercial Entertainment	39,232 Keys	14,000 Keys	53,232 Keys
Office	Mixed Use Commercial	1,004,521 SF	150,000 SF	1,154,521 SF
Retail/Restaurant	Mixed Use Commercial	1,463,222 SF	1,000,000 SF	2,463,222 SF
Major Theme Parks	Mixed Use Entertainment	4 Parks	1 Park	5 Parks
Minor Theme Parks	Mixed Use Entertainment	3 Parks	2 Parks	5 Parks

(1) Does not include 2020 Base Condition Uses stricken in 2022 CPA (e.g., 81 Holes of Golf)

TABLE 2 – Average Land Use Densities and Intensities for Existing Development
 (RCID Comprehensive Plan, FLUE Table 2-5)

Land Use	Developed Acreage	Units	Density / Intensity
Residential	20	17 DU	1.18 DU/Acre
Commercial			
<i>Office/Retail/ Restaurant</i>	303	2,683,907 SF	0.20 FAR
Hotel/Resort			
<i>Hotels and Resorts</i>	2,559	39,232	15.3 Keys/Acre
<i>Golf Courses</i>	816	81	10.1 Holes/Acre
Entertainment			
<i>Major Theme Park</i>	1,916	4 parks	479 Acres/Park
<i>Minor Theme Park</i>	446	3 parks	149 Acres/Park

Note: DU = Dwelling Units / FAR = Floor Area Ratio

Table 2 depicts the existing density of development in RCID. As the supply of undeveloped land becomes smaller, new development is projected to occur at somewhat higher densities or on somewhat smaller sites. Infill development within existing activity areas will also tend to increase the overall density of developed areas. While there will be exceptions to this assumption, the overall trend is expected to be towards more dense development.

(D) Master Development Program Changes and Master Developer Rights.

1) The allowed land uses within the RCID Jurisdictional Lands are determined by the Future Land Use Map in the Comprehensive Plan (the “**Future Land Use Map**”) and Chapter 2-20 of the RCID LDRs.

2) Master Developer is the master developer for the Project. The Parties agree that all of the development rights and entitlements, including, without limitation, those applicable to all additional approved development through 2032, as established by the Master Development Program identified in **TABLE 1** (collectively, the “**Master Development Rights and Entitlements**”) are vested in Master Developer and that Master Developer owns and controls such Master Development Rights and Entitlements. Master Developer may assign portions of the Master Development Rights and Entitlements to other landowners and/or ground lessees within the RCID Jurisdictional Lands. Any proposed development that utilizes any of the Master Development Rights and Entitlements requires the prior written approval of Master Developer. Master Developer shall be responsible for maintaining an accounting of the Master Development Rights and Entitlements that have been used and the Master Development Rights and Entitlements that are unused and available for use.

(E) Environmental Long Term Permits Mitigation Credits. In order to facilitate environmentally protective and sustainable development, the Parties previously collaborated in the procurement of federal and state level environmental permits entitling RCID Jurisdictional Lands and RCID’s extra-jurisdictional boundaries (EJB) with unique and beneficial development rights and privileges (collectively referred to as the “**Long Term Permits**”)¹. Specifically, Master Developer sought and received, all at Master Developer’s cost but benefiting the entire RCID Jurisdictional Lands, approvals from U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission governing the protection and relocation of threatened and endangered species and requisite mitigation for same. Master Developer similarly pursued and received approval of a comprehensive and forward-looking federal dredge and fill entitlement framework through the U.S. Army Corps of Engineers and U.S. Environmental Protection Agency, creating a site-specific wetland credit mitigation bank via the acquisition, restoration and perpetual management of what is now known as Disney’s Wilderness Preserve and Mira Lago. Master Developer and RCID collaboratively pursued approvals from South Florida Water Management District (SFWMD) for a MSSW (Management and Storage of Surface Waters) and ultimately an ERP Conceptual Permit entitling the RCID Jurisdictional Lands and EJB. The SFWMD Permit (as defined in footnote 1) utilizes the same mitigation credit bank referenced above, as developed and managed by Master Developer. The mitigation credits obtained and maintained through the Long Term Permits are collectively referred to herein as the “**LTP Mitigation Credits**”.

¹ The Long Term Permits specifically include, without limitation, the following: South Florida Water Management District (SFWMD) Permit: #48-00714-S, dated September 10, 1992 (the “**SFWMD Permit**”); Army Corps of Engineers Permit: #199101901 (IP-GS), dated December 21, 1992; and State of Florida Game and Fresh Water Fish Commission Permit No. OSC-4, dated November 12, 1992, Permit No. OSC-SSC-1, dated July 19, 1994 and Permit No. OSC-TSR-1, dated August 9, 1994, issued under the authority of the Wildlife Code of the State of Florida (Chapter 39, Florida Administrative Code).

1) Given the above, the Parties agree that the LTP Mitigation Credits, including, without limitation, those LTP Mitigation Credits created through South Florida Water Management District Environmental Resource Permits Nos. 48-00714-S and 48-00714-S-22 are vested in Master Developer and that Master Developer is solely entitled to utilize the same. No other entity may use the LTP Mitigation Credits without prior written authorization from Master Developer. RCID shall request and must receive written approval from Master Developer to allow for the use of any threatened or endangered species mitigation and/or any use of wetland impacts or LTP Mitigation Credits prior to filing any application for modifications of said permits that seek to impact wetlands affected by these Long Term Permits. As and when Master Developer seeks to use any of the LTP Mitigation Credits, RCID shall promptly cooperate as necessary to allow Master Developer's use of the LTP Mitigation Credits consistent with the Master Development Program, including, without limitation, executing and submitting the appropriate permit applications and any other necessary documentation to allow for such use of LTP Mitigation Credits. RCID shall neither prohibit nor impede the use of the LTP Mitigation Credits by Master Developer for development in accordance with the Maximum Development Plan nor require any additional mitigation.

III. DEVELOPMENT REVIEW, UTILITIES AND REQUIRED PERMITS

(A) Development Review. Any proposed development utilizing the Maximum Development Program (see **TABLE 1**) must follow the development review and approval process as defined in the RCID LDRs.

(B) Public Facilities. Public Facilities that serve the Project, including, but not limited to, potable water, sanitary sewer, and solid waste management, are provided by RCID. Public Facilities will be addressed consistent with **EXHIBIT 3** for the Public Facilities identified in such Exhibit.

(C) Development Permits Required. Attached as **EXHIBIT 4** is a list of local development permits required to develop the Property and the Project. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Master Developer of the necessity of complying, and Master Developer agrees to comply, with the laws, ordinances and regulations governing said permitting requirements, conditions, term or restrictions.

IV. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to the Property and the Project and if there is any conflict between the Agreement and the Comprehensive Plan or RCID LDRs this Agreement shall prevail. Furthermore, for Comprehensive Plan goals, objectives and policies and RCID LDRs not in conflict with this Agreement, the version of the Comprehensive Plan, RCID LDRs and other local government laws and policies governing the development of the Property in effect at the time of execution of this Agreement shall govern the development of the Property and the Project for the duration of this Agreement. RCID may apply subsequently adopted laws and policies to the development subject to this Agreement, only if RCID has followed the procedures set forth in Chapter 163.3233, Florida Statutes.

V. MORATORIA. No moratorium, ordinance, resolution or other land development regulation or limitation on the rate, timing or sequencing of the development of the Project shall

apply to or govern the development of the Project in accordance with the Master Development Program during the term hereof, whether affecting building permits, occupancy permits, or other entitlements to be issued by RCID. In the event of any such action, Master Developer shall continue to be entitled to apply for and receive development approvals in accordance with the RCID LDRs and other local government laws and policies governing the development of the Property and the Project in effect at the time of execution of this Agreement and the terms of this Agreement.

VI. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, RCID finds that the Project, as proposed in this Agreement, is consistent with the Comprehensive Plan and RCID LDRs. Master Developer agrees that any development proposals utilizing development rights from this Agreement will be reviewed for consistency with the Comprehensive Plan and RCID LDRs in effect at the time of this Agreement unless amended per Section IV.

VII. NO LIEN OR ENCUMBRANCE. Nothing herein shall be construed as creating a lien or other encumbrance on or with respect to title to the Property (or any portion thereof).

VIII. DURATION. The duration of this Agreement shall be thirty (30) years from its effective date but may be extended by mutual consent of RCID and Master Developer and subject to a public hearing pursuant to Chapter 163.3229, Florida Statutes, or through extensions filed pursuant to Chapter 252.363, Florida Statutes.

IX. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns of each party.

X. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XI. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court (or other government body) of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

XII. MODIFICATION OR CANCELLATION. Modification or cancellation of all or any portion of this Agreement without either the express written consent of Master Developer or in accordance with Section 163.3235, Florida Statutes, shall be considered per se a modification or cancellation of the allowable uses and entitlements to Master Developer's legal and equitable interest in the Property.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings

contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument.

XVI. ASSIGNABILITY. This Agreement may be wholly or partially assigned by Master Developer to one or more third parties.

XVII. EFFECTIVE DATE. This Agreement is effective on the date that a fully-executed copy is filed in the Official Records of the Orange County Comptroller and the Official Records of the Osceola County Comptroller.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended which includes, without limitation, extensions filed pursuant to Section 252.363, Florida Statutes, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be amended by mutual consent of the Parties or by their successors in interest so long as amendments meet the requirements of Section 163.3237, Florida Statutes. All amendments to this Agreement will be adopted as an amended and restated version and when an amendment goes into effect then all prior versions of this Agreement shall be null and void.

XX. NO THIRD PARTY CONSENT REQUIRED. No one other than the Parties or their successors in interest may seek an amendment to this Agreement and no consent of any other parties shall be required.

XXI. EFFECT ON EXISTING DEVELOPMENT. Nothing in this Agreement terminates, rescinds, cancels, or modifies allowable uses or entitlements vested with any other property owners subject to the jurisdiction of RCID.

XXII. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXIII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the Reedy Creek Improvement District:

Reedy Creek Improvement District
Attention: District Administrator
1900 Hotel Plaza Blvd.
Lake Buena Vista, Florida 32830

With a copy to:

Milgrim Law Group
Attention: Edward G. Milgrim
3216 Corrine Drive
Orlando, Florida 32803

For Master Developer:

Walt Disney Parks and Resort U.S., Inc.
c/o Walt Disney Imagineering
Attention: Site Portfolio Executive – WDW
WDI EPCOT Main Building, Floor 1
1365 Avenue of the Stars
Lake Buena Vista, Florida 32830

With a copy to:

Walt Disney Parks and Resorts U.S., Inc.
c/o Walt Disney World – Legal Department
Attention: Chief Counsel
Team Disney, 4th Floor North
1375 Lake Buena Vista Drive
Lake Buena Vista, Florida 32830

XXIV. PUBLIC HEARINGS. This Agreement was approved by the Reedy Creek Improvement District Board of Supervisors after two properly noticed public hearings before the Board on January 25, 2023 and February 8, 2023.

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[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

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

Jennifer Opitz
(Witness Signature)

Jennifer Opitz
(Witness Printed Name)

By: John McGowan

Print Name: John McGowan

Title: Vice President

Date: February 8, 2023

Kimberly Sosa
(Witness Signature)

Kimberly Sanchez
(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of Feb., 2023 by John McGowan as Vice President of Walt Disney Parks and Resorts U.S., Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.



Jennifer I. Opitz
Notary Public

Name (typed, printed or stamped)

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation and public body corporate and
politic of the State of Florida
By: Board of Supervisors

By: [Signature]

Print Name: John H. Classe, Jr

Title: District Administrator

Date: 2/8/23

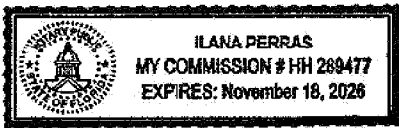
ATTEST:

[Signature]
DISTRICT CLERK

Date: 2/8/23

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 8th day of February, 2023 by John H. Classe, Jr.
as District Administrator of Reedy Creek Improvement District, a public corporation
and public body corporate and politic of the State of Florida, who is personally known to me
or who has produced _____ as identification.



[Signature]
Notary Public
Ilana Perras
Name (typed, printed or stamped)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 8th day of February, 2023 by Tina Graham
as District Clerk of Reedy Creek Improvement District, a public corporation and public body
corporate and politic of the State of Florida, who is personally known to me or who has
produced _____ as identification.



[Signature]
Notary Public
Ilana Perras
Name (typed, printed or stamped)

LIST OF EXHIBITS

- Exhibit 1 Legal Description**
- Exhibit 2 Location Map**
- Exhibit 3 Capital Improvements Schedule**
- Exhibit 4 List of Required Local Development Permits**

EXHIBIT 1
LEGAL DESCRIPTION

The Property is defined as the following property less and except any portions of the following property that are, as of the Effective Date of this Agreement, owned in fee simple by a party other than RCID or Master Developer. If, during the Term of this Agreement, Master Developer obtains ownership of any portions of the following property that are owned in fee simple by a party other than RCID or Master Developer as of the Effective Date of this Agreement, such property shall be deemed to be and treated as part of the Project.

(See attached 56 page legal description)

DESCRIPTION OF
DEVELOPERS' AGREEMENT
IN ORANGE COUNTY, FLORIDA

A parcel of land lying in Sections 1 through 3, 8 through 17, 19 through 28, 33 through 36 Township 24 South, Range 27 East, and Sections 6 through 8, 17 through 22, 27 through 31, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 24 South, Range 28 East run N 00°00'22" E, 1327.43 feet along the West line of Section 6 to the Northwest corner of the Southwest 1/4 of said Section 6; thence N 89°27'45" E, 1997.50 feet along the North line of the South half of Section 6, to the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6, thence N 00°20'35" W, 1154.75 feet along the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°38'50" E, 663.64 feet along a line that is 165.00 feet South of and parallel to the North line of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°11'34" E, 148.62 feet +/- along a line parallel to and 165.00 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of Section 6 to a point on the Westerly shore line of Lake Mable; thence meander the shore line of Lake Mable in a Southerly direction, to a point on the South line of Section 6 and the North line of Section 7, Township 24 South, Range 28 East, said point being S 16°20'10" W, 3981.97 feet more or less from the previously described point, and also lying N 89°31'17" E, 1683.05 feet from the Southwest corner of Section 6; thence continue along the shore line of Lake Mable in a Southeasterly and Northeasterly direction across the North 1/4 of Section 7, to the North line of Section 7 and the South line of Section 6, Township 24 South, Range 28 East, said point being N 89°31'17" E, along the North section line of Section 7, 1381.64 feet from the previously described point and lying S 89°31'17" W, 2304.35 feet from the Northeast corner of Section 7; thence continue to meander the shore line of Lake Mable in a Northeasterly direction across the Southeast 1/4 of Section 6, Township 24 South, Range 28 East to a point on said shoreline which is intersected by the North line of the South half of the Southeast 1/4 of Section 6, said point being N 25°14'10" E, 1475.82 feet from the previously described point; thence N 89°29'30" E, along said North line of the South half of the Southeast 1/4 of Section 6, 1679.89 feet to the East section line thereof; thence S 00°12'20" W, 1330.62 feet along the East line of Section 6 to the Southeast corner of Section 6 and the Northwest corner of Section 8, Township 24 South, Range 28 East; thence N 89°21'03" E along the North line of Section 8, 191.58 feet more or less to a point on the West shore line of South Lake; thence meander the shore line of South Lake in a Southwesterly, Southeasterly and Northeasterly direction to a point where the shore line of South Lake intersects the East line of the West half of the West half of Section 8; said point being S 25°17'13" E, 2679.01 feet more or less from the previously described point; thence S 00°13'59" W, 221.07 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 00°06'21" E along the East line of the West half of the Southwest 1/4 of Section 8, 1334.85 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 88°48'04" W, 1111.09 feet to a point of curvature of a curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 81°15'08"; thence run Southwesterly along the arc of said curve, 772.99 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'50"; thence run Westerly along the arc of said curve, 179.74 feet; thence S 43°40'59" E, 16.92 feet; thence S 34°38'41" E, 8.13 feet; thence S 25°16'40" E, 86.79 feet; thence S 28°57'56" E, 106.03 feet; thence S 58°01'53" E, 87.73 feet; thence N 85°59'29" E, 134.58 feet to a point of curvature of a curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; thence run Easterly along the arc of said curve, 174.31 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; thence run Southeasterly along the arc of said curve, 12.13 feet; to a point of compound curvature of a curve concave

Westerly having a radius of 425.00 feet, and a central angle of 16°33'54"; thence run Southerly along the arc of said curve, 122.87 feet; to a point of compound curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'25"; thence run Southerly along the arc of said curve, 22.49 feet; thence S 43°56'36" W, 91.06 feet; thence S 64°40'37" W, 105.25 feet; thence S 40°45'32" W, 117.42 feet; thence S 13°26'04" W, 97.39 feet; thence S 42°14'20" W, 133.97 feet; thence S 68°59'11" W, 89.71 feet; thence S 28°50'44" W, 77.77 feet; thence S 14°52'47" W, 88.32 feet; thence S 01°59'29" E, 106.28 feet; thence S 24°42'46" W, 241.59 feet; thence S 36°55'50" W, 126.64 feet; thence S 24°03'44" W, 71.01 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'45"; thence run Southwesterly along the arc of said curve, 17.86 feet; thence S 64°59'30" W, 91.68 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; thence run Westerly along the arc of said curve, 20.29 feet; thence N 68°30'58" W, 131.37 feet; thence N 34°57'28" W, 145.43 feet; thence N 10°44'04" W, 144.09 feet; thence N 10°34'18" E, 129.55 feet; thence N 44°03'35" E, 129.67 feet; thence N 86°35'32" E, 100.03 feet; thence N 62°48'18" E, 100.08 feet; thence N 58°16'14" E, 95.99 feet; thence N 15°01'47" E, 86.03 feet; thence N 14°30'32" W, 104.94 feet; thence N 03°06'23" W, 111.09 feet; thence N 07°32'42" E, 68.01 feet; thence N 15°14'13" W, 80.67 feet; thence N 87°12'48" W, 40.11 feet; thence S 77°42'57" W, 84.88 feet; thence S 74°44'47" W, 66.79 feet; thence S 35°20'27" W, 90.33 feet; thence S 22°58'13" W, 87.94 feet; thence S 20°05'22" W, 168.18 feet; thence S 65°39'23" W, 108.46 feet; thence N 79°02'16" W, 146.86 feet; thence S 44°41'24" W, 85.24 feet; thence S 66°58'59" W, 80.82 feet; thence N 89°03'00" W, 96.88 feet; thence S 84°18'13" W, 51.79 feet; thence S 77°56'53" W, 116.91 feet; thence S 70°14'00" W, 84.26 feet; thence N 63°52'48" W, 163.26 feet; thence N 71°49'57" W, 91.32 feet; thence N 56°38'48" W, 106.72 feet; thence N 37°38'37" W, 96.72 feet; thence N 69°48'38" W, 85.22 feet; thence N 85°15'14" W, 95.72 feet; thence N 76°56'11" W, 104.56 feet; thence S 28°55'14" W, 152.44 feet; thence S 13°45'44" E, 47.73 feet to a point of curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; thence run Southerly along the arc of said curve, 39.41 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; thence run Southeasterly along the arc of said curve, 78.47 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; thence run Southeasterly along the arc of said curve, 242.26 feet; thence S 28°03'11" E, 95.35 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; thence run Southerly along the arc of said curve, 130.21 feet; thence S 31°37'50" W, 165.37 feet; thence S 51°01'41" E, 83.54 feet to a point on a non-tangent curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence from a tangent bearing of N 50°17'44" E run Northeasterly along the arc of said curve, 350.89 feet; thence S 35°59'30" E, 246.14 feet; thence S 55°37'13" E, 316.45 feet; thence S 68°44'46" E, 336.44 feet to a point on a non-tangent curve concave Southerly having a radius of 399.38 feet, and a central angle of 09°53'41"; thence from a tangent bearing of N 79°13'56" E run Easterly along the arc of said curve, 68.97 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 137.63 feet, and a central angle of 14°21'49"; thence run Easterly along the arc of said curve, 34.50 feet; thence S 03°57'40" W, 60.74 feet to a point on a non-tangent curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; thence from a tangent bearing of S 86°02'20" E run Easterly along the arc of said curve, 25.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; thence run Easterly along the arc of said curve, 60.05 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; thence from a tangent bearing of S 49°44'21" E run Southeasterly along the arc of said curve, 102.11 feet; to a point of compound curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; thence run Southerly along the arc of said curve, 105.09 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 437.18 feet, and a central angle of 18°37'07"; thence run Southerly along the arc of said curve,

142.06 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 395.25 feet, and a central angle of 18°13'39"; thence run Southeasterly along the arc of said curve, 125.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 645.09 feet, and a central angle of 03°21'33"; thence run Southeasterly along the arc of said curve, 37.82 feet; thence N 82°18'14" W, 71.09 feet; thence N 51°44'44" W, 65.78 feet; thence N 80°24'25" W, 90.39 feet; thence S 48°32'46" W, 80.93 feet; thence S 22°55'38" W, 113.12 feet; thence S 27°19'16" E, 55.45 feet; thence S 18°40'56" W, 159.75 feet; thence S 10°48'30" W, 160.42 feet to a point of curvature of a curve concave Easterly having a radius of 223.65 feet, and a central angle of 59°02'33"; thence run Southerly along the arc of said curve, 230.47 feet; to a point on the Northerly and Easterly boundary of Tract R, Golden Oak Phase 1B according to the Plat thereof recorded in Plat Book 75, Pages 3 through 15 of the Public Records of Orange County, a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 64°33'48"; thence from a tangent bearing of S 49°58'05" E run Easterly along the arc of said curve, 28.17 feet; thence N 65°28'07" E, 122.36 feet; thence N 76°27'23" E, 76.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 25°14'16"; thence run Northeasterly along the arc of said curve, 11.01 feet; thence S 78°11'38" E, 85.68 feet to a point on a non-tangent curve concave Easterly having a radius of 1010.00 feet, and a central angle of 07°58'42"; thence from a tangent bearing of S 11°48'22" W run Southerly along the arc of said curve, 140.64 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; thence from a tangent bearing of N 03°49'41" E run Northwesterly along the arc of said curve, 38.06 feet; thence N 83°24'11" W, 42.54 feet to a point of curvature of a curve concave Southerly having a radius of 221.37 feet, and a central angle of 29°07'38"; thence run Westerly along the arc of said curve, 112.54 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 132.76 feet, and a central angle of 48°16'12"; thence run Westerly along the arc of said curve, 111.85 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 234.18 feet, and a central angle of 14°51'36"; thence from a tangent bearing of N 64°15'37" W run Northwesterly along the arc of said curve, 60.74 feet; thence S 24°23'32" E, 34.06 feet; thence S 18°04'39" E, 78.70 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; thence from a tangent bearing of S 17°50'29" E run Southwesterly along the arc of said curve, 50.48 feet; thence N 82°09'40" W, 26.47 feet; thence S 26°43'01" W, 107.99 feet; thence S 13°53'13" W, 84.71 feet; thence S 20°06'37" W, 86.21 feet; thence S 22°42'17" W, 90.27 feet; thence S 48°33'38" W, 93.96 feet; thence S 51°48'05" W, 58.47 feet; thence S 70°41'52" W, 98.39 feet; thence S 75°48'30" W, 82.70 feet; thence N 82°22'12" W, 18.57 feet; thence S 59°48'12" W, 61.99 feet; thence S 23°48'42" W, 31.41 feet; thence S 21°34'58" E, 112.96 feet; thence S 25°04'56" E, 80.36 feet; thence S 06°58'19" E, 51.79 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; thence run Southerly along the arc of said curve, 23.69 feet; thence S 47°18'54" W, 37.10 feet; thence S 03°48'45" E, 24.29 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; thence run Southwesterly along the arc of said curve, 34.59 feet; thence S 75°28'07" W, 70.19 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; thence run Westerly along the arc of said curve, 18.01 feet; thence N 63°15'30" W, 63.09 feet to a point on the Easterly right-of-way of RCID canal L-105 as described in Official Records Book 1896, Page 232 of the Public Records of Orange County Florida, and a non-tangent curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; thence from a tangent bearing of S 03°51'20" E run Southerly along the arc of said curve and right-of-way, 976.05 feet; thence continue along said right-of-way S 41°00'06" E, 193.39 feet; thence S 48°59'54" W, 100.00 feet to a point on the westerly right-of-way of said Canal; thence departing said Canal run, N 87°15'41" W, 130.57 feet; thence N 63°21'34" W, 33.90 feet; thence N 81°08'52" W, 154.09 feet; thence N 39°33'00" W, 38.53 feet; thence N 28°54'14" W, 86.79 feet; thence N 28°30'43" W, 101.63 feet; thence N 32°36'46" W, 77.00 feet; thence N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave Easterly having a radius

of 25.00 feet, and a central angle of 37°14'40"; thence run Northerly along the arc of said curve, 16.25 feet; thence N 02°15'56" W, 56.50 feet; thence N 39°36'59" W, 135.27 feet; thence N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; thence run Northwesterly along the arc of said curve, 20.37 feet; thence N 38°23'30" W, 64.62 feet; thence N 64°16'04" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; thence run Northwesterly along the arc of said curve, 25.59 feet; thence N 05°37'20" W, 20.54 feet; thence N 44°31'28" W, 62.56 feet; thence S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; thence run Southwesterly along the arc of said curve, 36.99 feet; thence N 71°30'56" W, 65.59 feet; thence N 67°45'46" W, 71.42 feet; thence N 47°09'12" W, 129.61 feet; thence N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; thence run Northerly along the arc of said curve, 25.43 feet; thence N 30°07'52" E, 66.18 feet; thence N 41°27'39" E, 82.62 feet; thence N 28°03'16" E, 61.53 feet; thence N 21°03'09" W, 47.93 feet; thence N 17°13'11" W, 99.26 feet; thence N 00°32'57" E, 48.45 feet; thence N 12°21'10" E, 151.79 feet; thence N 23°46'35" E, 109.94 feet; thence N 39°26'51" E, 91.52 feet; thence N 17°00'45" E, 45.16 feet; thence N 34°56'26" W, 27.03 feet; thence N 26°29'23" W, 104.81 feet; thence S 48°40'54" W, 30.14 feet to a point on a non-tangent curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; thence from a tangent bearing of N 28°56'03" W run Westerly along the arc of said curve, 10.75 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; thence run Southwesterly along the arc of said curve, 12.64 feet; to a point of compound curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; thence run Southerly along the arc of said curve, 5.13 feet; thence S 38°34'51" E, 13.88 feet; thence S 51°58'30" W, 145.54 feet; thence N 37°57'09" W, 16.70 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central angle of 20°21'16"; thence from a tangent bearing of N 48°06'54" W run Northwesterly along the arc of said curve, 383.82 feet; thence N 37°56'18" W, 17.87 feet; thence N 30°54'21" W, 193.79 feet to a point on a non-tangent curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence from a tangent bearing of S 63°58'49" W run Southwesterly along the arc of said curve, 118.23 feet; thence S 55°05'55" W, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Southwesterly along the arc of said curve, 54.08 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Southwesterly along the arc of said curve, 100.82 feet; thence S 72°04'54" W, 26.78 feet to a point of curvature of a curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence run Southwesterly along the arc of said curve, 60.44 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence from a tangent bearing of S 75°27'00" W run Northwesterly along the arc of said curve, 96.41 feet; thence N 00°06'31" W, 54.31 feet; thence N 74°49'42" W, 43.41 feet; thence S 44°47'41" W, 145.43 feet; thence S 45°05'06" E, 18.68 feet; thence S 03°14'02" W, 84.66 feet; thence S 05°12'38" E, 58.35 feet to a point of curvature of a curve concave Easterly having a radius of 1125.00 feet, and a central angle of 27°57'29"; thence run Southerly along the arc of said curve, 548.95 feet; thence S 33°10'07" E, 163.59 feet to a point of curvature of a curve concave Westerly having a radius of 492.00 feet, and a central angle of 26°59'13"; thence run Southerly along the arc of said curve, 231.74 feet; thence N 86°26'26" E, 126.87 feet; thence N 76°15'46" E, 63.89 feet; thence S 64°36'17" E, 118.17 feet; thence S 52°36'40" E, 63.05 feet; thence S 45°16'16" E, 127.88 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; thence run Southeasterly along the arc of said curve, 15.37 feet; thence S 10°02'35" E, 93.01 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; thence run Southerly along the arc of said curve, 20.21 feet; thence S 36°16'00" W, 28.53 feet; thence S

20°23'46" W, 184.90 feet; thence S 25°05'40" W, 31.33 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence from a tangent bearing of S 21°14'14" W run Southwesterly along the arc of said curve, 14.82 feet; thence S 55°12'27" W, 19.76 feet; thence S 18°42'59" W, 22.23 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; thence from a tangent bearing of S 75°17'36" E run Southeasterly along the arc of said curve, 736.00 feet; thence S 53°11'44" E, 1498.58 feet to a point of curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; thence run Southeasterly along the arc of said curve, 240.40 feet; to a point of compound curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; thence run Easterly along the arc of said curve, 118.53 feet; thence S 80°54'32" E, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; thence run Easterly along the arc of said curve, 141.09 feet; thence S 88°11'54" E, 77.05 feet; thence S 89°29'03" E, 140.11 feet; thence S 89°29'03" E, 433.68 feet; thence N 89°58'59" E, 1465.17 feet; thence N 00°00'00" E, 131.18 feet; thence N 45°00'00" W, 71.68 feet; thence N 00°00'00" E, 633.08 feet; thence N 89°59'00" W, 445.76 feet; thence N 00°27'46" E, 673.19 feet; thence S 89°58'17" E, 398.81 feet; thence N 00°00'00" E, 753.74 feet; thence N 90°00'00" W, 362.43 feet; thence N 05°16'59" W, 106.23 feet; thence N 26°33'54" W, 135.35 feet; thence N 47°32'44" E, 146.69 feet; thence N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; thence run Northerly along the arc of said curve, 13.65 feet; thence N 40°40'48" W, 82.81 feet; thence N 90°00'00" W, 73.87 feet to a point on a non-tangent curve concave Westerly having a radius of 1396.50 feet, and a central angle of 06°53'10"; thence from a tangent bearing of N 07°09'56" E run Northerly along the arc of said curve, 167.84 feet; thence N 00°16'47" E, 0.50 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 17 Township 24 South Range 28 East; thence S 89°56'53" E, 3992.90 feet along the North line of the South half of Section 17, to the East 1/4 corner of Section 17; thence S 00°24'52" W, 2682.68 feet along the East section line of Section 17 to the Southeast corner of Section 17 and the Northeast corner of Section 20, Township 24 South, Range 28 East; thence S 00°01'36" E, 1333.66 feet along the East section line of Section 20 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 20 and the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 24 South, Range 28 East; thence N 89°57'37" E, 670.11 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°08'32" E, 668.06 feet to the Southwest corner thereof; thence S 89°55'30" E, 671.45 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°15'27" E, 669.41 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21; thence S 00°44'42" E, 656.38 feet to the Northwest corner of Lot 85, Munger and Company Subdivision of Section 21, according to the Plat recorded in Plat Book E Page 22 of the Public Records of Orange County Florida; thence S 89°51'01" E, 335.66 feet to the Northeast corner of said Lot 85; thence S 00°40'49" E, 656.31 feet to the Southeast corner of Lot 85; thence S 89°53'15" E, 1004.75 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 21 to the Northeast corner thereof; thence S 00°29'10" E, 655.63 feet along the West line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southwest corner thereof; thence N 89°20'56" E, 666.99 feet along the South line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southeast corner thereof; thence N 00°21'22" W, 652.39 feet along the West line of the Northeast 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Northwest corner thereof; thence N 89°37'38" E, 2005.42 feet along the North line of the South half of the Southeast 1/4 of Section 21 to the Northeast corner thereof, said point also being the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 24 South, Range 28 East; thence N 00°02'32" E, 1285.39 feet along the West line of Section 22 to the West 1/4 corner of Section 22; thence N 89°50'49" E, 714.94 feet along the North line of the South half of Section 22 to the Easterly right of way line of State Road 535 as shown in map section 75280-2465 and dated 2/22/1993; thence S 10°07'11" E,

1214.10 feet run along said right-of-way; thence run along a deed described in document number 20190036003 in the Public Records of Orange County Florida the following four courses; N 89°37'24" E, 749.86 feet; N 38°29'47" E, 22.59 feet; N 38°29'47" E, 576.34 feet; thence S 51°31'36" E, 50.00 feet to a point on the Westerly right-of-way of State Road 400 as shown in map section 75280-2465 and dated 2/22/1993; thence run along said right-of-way, S 38°29'47" W, 6175.37 feet to a point on the Westerly right-of-way line of State Road 536 as shown in map section 75000-2520 and dated 3/05/1998; thence departing State Road 400 run along State Road 536 the following courses; S 43°35'47" W, 1571.44 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1809.88 feet, and a central angle of 37°23'38"; thence from a tangent bearing of S 42°29'48" W run Southwesterly along the arc of said curve, 1185.59 feet; thence S 79°52'51" W, 1492.49 feet to a point on the West line of Section 28, and on the East line of Section 29, Township 24 South, Range 28 East, said point lying N 00°00'07" W, 387.61 feet from the Southwest corner of Section 28; thence S 79°52'53" W, 95.47 feet to a point of curvature of a curve concave Northerly having a radius of 2191.83 feet and a central angle of 32°28'09"; thence run Westerly along the arc of said curve, 1242.10 feet; thence N 69°59'50" W, 311.61 feet; thence run S 23°29'47" W, 304.91 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 11402.16 feet and a central angle of 00°29'43"; thence from a tangent bearing of S 65°33'17" E, run Southeasterly along the arc of said curve, 98.56 feet; thence S 58°56'26" E, 509.41 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 900.00 feet and a central angle of 02°31'40"; thence run Southeasterly along the arc of said curve 39.70 feet to a point on the South line the Southeast 1/4 of Section 29, said point lying N 89°50'43" W, 1167.48 feet from the Southeast corner of Section 29; thence leaving said right-of-way, run N 89°50'43" W along the South line of the Southeast 1/4 of Section 29, 1496.10 feet, to the South Quarter corner thereof; thence N 89°50'42" W, 2152.59 feet along the South line of the Southwest 1/4 of Section 29 to a point on the right-of-way of Chelonia Parkway as shown on the Plat of Bonnet Creek Resort recorded in Plat Book 56, Page 41 of the Public Records of Orange County Florida; thence run along said right-of-way the following courses; due North 163.29 feet to the point of curvature of a curve concave Southeasterly, having a radius of 675.00 feet and a central angle of 45°40'47"; thence run Northeasterly along the arc of said curve 538.15 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 825.00 feet and a central angle of 98°34'08"; thence run Northeasterly and Northwesterly along the arc of said curve 1419.29 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 500.84 feet and a central angle of 22°53'21"; thence run Northwesterly and Northerly along the arc of said curve 200.08 feet; thence N 30°00'00" W, 326.45 feet to a point on a Deed recorded in Official Records Book 5208, Page 3884 of the Public Records of Orange County Florida; thence departing said Plat run along said Deed, N 30°00'00" W, 245.14 feet, to a point on a Deed described in document number 202000359979 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 74°50'28" E, 100.11 feet; N 87°20'49" W, 74.69 feet; N 27°09'24" W, 47.56 feet; S 63°22'25" W, 20.69 feet, to a point on a Deed described in document number 202000360380 of the Public Records of Orange County Florida; thence run along said Deed the following courses; S 00°00'00" E, 20.42 feet; N 90°00'00" W, 30.04 feet to a point on a non-tangent curve concave Easterly having a radius of 48.00 feet, and a central angle of 47°40'00"; from a tangent bearing of N 29°07'51" W run Northerly along the arc of said curve, 39.93 feet; S 79°56'22" W, 74.35 feet; N 30°03'16" W, 21.84 feet; S 59°56'44" W, 12.14 feet; S 30°03'16" E, 17.42 feet; S 79°56'22" W, 34.35 feet; N 69°28'35" W, 49.22 feet; S 74°41'50" W, 40.22 feet; thence departing said Deed run along aforesaid Deed recorded in Official Records Book 5208, Page 3884 the following five courses; S 57°06'40" E, 133.74 feet; S 57°06'40" E, 167.71 feet; S 30°00'00" E, 180.00 feet; S 06°15'02" E, 54.63 feet; S 30°00'00" E, 408.17 feet to a point of curvature of a curve concave Northeasterly, having a radius of 650.84 feet and a central angle of 22°53'21"; run Southeasterly along the arc of said curve 260.00 feet to a point on aforesaid Plat; and a point of reverse curvature of a curve concave Westerly, having a radius of 675.00 feet and a central angle of 98°34'08"; thence run Southeasterly and Southwesterly along the arc of said

curve and Plat, 1161.24 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 825.00 feet and a central angle of 45°40'47"; thence run Southwesterly along the arc of said curve and Plat, 657.74 feet; thence run along and Plat due South, 162.89 feet to the South line of the Southwest 1/4 of Section 29; thence departing said Plat and the right-of-way line of Chelonia Parkway run N 89°50'42" W along the South line of the Southwest 1/4 of Section 29, 360.99 feet to the Southwest corner of Section 29 and the Northeast corner of Section 31, Township 24 South, Range 28 East; thence S 00°40'50" E, 2749.41 feet along the East line of the Northeast 1/4 of Section 31 to the Southeast corner thereof; thence S 00°27'13" W, 2643.90 feet along the East line of the Southeast 1/4 of Section 31 to the Southeast corner of Section 31; thence N 89°36'01" W, 2646.94 feet along the South line of the Southeast 1/4 of Section 31 to the Southwest corner thereof; thence N 89°56'54" W, 2748.82 feet along the South line of the Southwest 1/4 of Section 31 to the Southwest corner thereof and the Southeast corner of Section 36, Township 24 South Range 27 East; thence S 89°50'04" W, 2658.48 feet along the South line of the Southeast 1/4 of Section 36 to the Southwest corner thereof; thence S 89°46'36" W, 2656.21 feet along the South line of the Southwest 1/4 of Section 36 to the Southwest corner thereof and the Southeast corner of Section 35, Township 24 South Range 27 East; thence S 89°48'35" W, 2652.59 feet along the South line of the Southeast 1/4 of Section 35 to the Southwest corner thereof; thence S 89°44'07" W, 2661.05 feet along the South line of the Southwest 1/4 of Section 35 to the Southwest corner of said Section and the Southeast corner of Section 34, Township 24 South Range 27 East; thence S 89°46'46" W, 3438.73 feet along the South line of Section 34 to a point on the boundary of Black Lake Village according to the Plat thereof recorded in Plat Book 75, Page 149 of the Public Records of Orange County Florida; thence leaving the South line of Section 34, run along the Easterly and Northerly boundary of said Plat following courses; N 00°13'59" W, 29.01 feet; N 14°42'28" W, 114.62 feet; N 06°53'49" W, 123.97 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 16°36'26"; run Northerly along the arc of said curve, 7.25 feet; N 09°42'37" E, 104.21 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 51°24'11"; run Northeasterly along the arc of said curve, 22.43 feet; N 61°06'48" E, 53.88 feet; N 71°34'02" E, 17.56 feet; N 18°25'51" W, 18.21 feet to a point on a non-tangent curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 106°48'50"; from a tangent bearing of N 80°45'36" W run Northwesterly along the arc of said curve, 93.21 feet; N 31°47'40" W, 44.69 feet to a point on a non-tangent curve concave Northwesterly having a radius of 436.00 feet, and a central angle of 15°56'47"; from a tangent bearing of S 58°12'21" W run Southwesterly along the arc of said curve, 121.35 feet; S 74°09'08" W, 308.68 feet to a point of curvature of a curve concave Southeasterly having a radius of 514.00 feet, and a central angle of 20°05'00"; run Southwesterly along the arc of said curve, 180.17 feet; S 54°04'10" W, 67.69 feet to a point of curvature of a curve concave Northerly having a radius of 315.00 feet, and a central angle of 35°55'53"; run Westerly along the arc of said curve, 197.54 feet; N 89°59'58" W, 83.84 feet to a point of curvature of a curve concave Northerly having a radius of 381.00 feet, and a central angle of 34°07'58"; run Westerly along the arc of said curve, 226.97 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 384.88 feet, and a central angle of 34°00'28"; run Westerly along the arc of said curve, 228.44 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 185.00 feet, and a central angle of 35°39'45"; run Westerly along the arc of said curve, 115.15 feet; to a point of compound curvature of a curve concave Easterly having a radius of 47.00 feet, and a central angle of 130°32'06"; run Northerly along the arc of said curve, 107.08 feet; N 76°19'21" E, 28.14 feet; S 89°22'47" E, 9.24 feet; N 75°08'23" E, 42.15 feet; N 66°44'45" E, 45.92 feet; N 58°10'56" E, 7.13 feet; N 40°00'00" E, 8.68 feet; N 28°21'12" E, 21.50 feet; N 19°11'06" E, 7.97 feet; N 05°44'49" E, 22.07 feet; N 09°37'03" E, 18.85 feet; N 28°18'59" E, 25.32 feet; N 39°33'24" E, 18.56 feet; N 51°48'12" E, 17.01 feet; N 53°20'03" E, 12.93 feet; N 67°23'56" E, 18.89 feet; N 61°31'34" E, 16.11 feet; N 85°31'20" E, 16.65 feet; S 84°27'04" E, 14.79 feet; S 66°07'30" E, 25.25 feet; S 70°01'08" E, 21.22 feet; S 76°11'40" E, 28.29 feet; S 81°04'45" E, 15.99 feet; S 63°15'14" E, 32.58 feet; S 71°35'23" E, 7.28 feet; S

83°45'15" E, 20.77 feet; N 86°06'18" E, 21.64 feet; S 75°49'09" E, 17.31 feet; S 87°55'16" E, 10.48 feet; N 72°43'50" E, 26.75 feet; N 60°42'21" E, 36.44 feet; N 77°16'53" E, 19.62 feet; N 68°37'24" E, 7.52 feet; N 57°06'15" E, 21.62 feet; N 48°30'29" E, 7.40 feet; N 29°59'26" E, 8.68 feet; N 13°42'55" E, 39.82 feet; N 10°06'24" E, 32.03 feet; N 01°43'31" W, 29.22 feet; N 05°37'39" W, 26.82 feet; N 12°01'53" W, 42.36 feet; N 21°06'43" W, 7.72 feet; N 36°50'10" W, 37.65 feet; N 47°37'33" W, 25.00 feet; N 56°19'26" W, 44.83 feet; N 49°30'53" W, 55.06 feet; N 59°47'57" W, 8.89 feet; N 72°21'36" W, 36.00 feet; N 82°08'10" W, 65.71 feet; S 89°42'01" W, 51.60 feet; N 80°08'53" W, 56.11 feet; N 89°26'00" W, 8.09 feet; S 81°14'14" W, 46.34 feet; S 78°42'25" W, 40.49 feet; S 77°43'02" W, 63.74 feet; S 79°09'43" W, 47.65 feet; S 72°48'44" W, 44.03 feet; S 63°14'34" W, 42.60 feet; S 57°48'39" W, 28.70 feet; S 64°21'00" W, 20.44 feet; S 67°06'48" W, 29.21 feet; S 83°28'20" W, 29.99 feet; S 83°04'31" W, 27.06 feet; S 84°19'19" W, 42.81 feet to a point of curvature of a curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 83°36'01"; run Northwesterly along the arc of said curve, 72.95 feet; to a point of compound curvature of a curve concave Easterly having a radius of 188.00 feet, and a central angle of 27°45'45"; run Northerly along the arc of said curve, 91.10 feet; S 89°52'10" W, 174.16 feet; thence departing said Plat run along the West line of the Southwest 1/4 of Section 34, N 00°00'19" E, 313.89 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34 and the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 27 East; thence continue N 00°00'19" E 498.35 feet to the Southeast corner of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33; thence run along the South line of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33, N 89°47'57" W, 1326.58 feet to the Southwest corner thereof; thence run along the West line of the North 5/8 of the Northeast 1/4, of the Southeast 1/4 of Section 33, N 00°00'31" E, 835.26 feet to the Northwest corner thereof; thence run along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 33, N 00°00'25" E, 1321.43 feet to the Northwest corner thereof; thence run along the North line of the Southeast 1/4 of the Northeast 1/4 of Section 33, S 89°55'44" E, 1326.40 feet; to the Northeast corner thereof; thence run along the West line of the Northwest 1/4 of Section 34 Township 24 South Range 27 East, N 00°00'06" E, 1329.09 feet to the Northwest corner thereof; thence N 89°53'53" E, 2679.47 feet along the North line of the Northwest 1/4 of Section 34 to the Northeast corner thereof and the Southwest corner of the Southeast 1/4 of Section 27, Township 24 South, Range 27 East; thence N 00°01'11" W, 3964.69 feet along the West line of the East 1/2 of Section 27 to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 27; thence S 89°37'54" W, 1332.15 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Southwest corner thereof; thence N 00°08'12" E, 1330.97 feet along the West line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Northwest corner thereof; thence S 89°46'29" W, 1328.51 feet along the North line of the Northwest 1/4 of Section 27 to the Northwest corner of Section 27 and the Northeast corner of Section 28, Township 24 South, Range 27 East; thence S 89°48'06" W, 1331.20 feet along the North line of the Northeast 1/4 of the Northeast 1/4 of Section 28, to the Northeast corner of the West 1/2 of the Northeast 1/4 of Section 28; thence S 00°12'18" W, 882.69 feet along the East line of the West 1/2 and the Northeast 1/4 of Section 28, Township 24 South, Range 27 East to a point on the Westerly right of way line of State Road 429 as described in Official Records Book 7070, Page 2553 and Book 7106, Page 2802 of the Public Records of Orange County Florida also being a point on Flamingo Crossings East according to the Plat thereof and recorded in Plat Book 97, Page 95 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Southwesterly having a radius of 2204.09 feet, and a central angle of 07°27'37"; thence from a tangent bearing of N 29°38'58" W run Northwesterly along the arc of said curve, right of way line and Plat, 286.99 feet; thence continue along said right of way line and Plat the following two courses; N 37°06'36" W, 690.17 feet to a point on a non-tangent curve concave Northeasterly having a radius of 808.57 feet, and a central angle of 09°35'40"; from a tangent bearing of N 38°37'50" W run Northwesterly along the arc of said curve, 135.40 feet; thence departing said right of way line continue along said Plat; N 88°48'31" W, 555.60 feet to a point on the right of way line of Hartzog Road as described

in Official Records Book 9782, page 7172, Book 10170, Page 4303, Book 10173, page 8868 and Book 10815, Page 4619 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 02°00'23"; from a tangent bearing of S 05°42'00" E run Southerly along the arc of said curve, Plat and right of way line, 35.37 feet; thence run along said Plat and right of way line the following courses; S 00°27'57" W, 105.56 feet to a point of curvature of a curve concave Westerly having a radius of 899.35 feet, and a central angle of 05°39'43"; run Southerly along the arc of said curve, 88.87 feet; S 06°07'41" W, 311.81 feet to a point of curvature of a curve concave Easterly having a radius of 2004.50 feet, and a central angle of 06°19'57"; run Southerly along the arc of said curve, 221.54 feet; S 00°12'16" E, 702.26 feet; S 23°02'00" E, 19.33 feet; S 00°12'16" E, 198.27 feet; S 14°29'10" W, 29.80 feet to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 07°53'08"; from a tangent bearing of S 00°12'49" W run Southerly along the arc of said curve, 297.62 feet; S 08°05'57" W, 46.90 feet; N 81°54'04" W, 10.00 feet; S 08°05'57" W, 154.78 feet; S 81°54'04" E, 5.50 feet to a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'25"; from a tangent bearing of S 08°05'57" W run Southerly along the arc of said curve, 143.70 feet; S 00°07'03" W, 13.59 feet; thence departing said Plat continue along said right of way line, the following courses; N 89°54'54" W, 160.89 feet to a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°07'39"; from a tangent bearing of N 18°13'36" E run Northerly along the arc of said curve, 181.18 feet; S 81°54'03" E, 5.50 feet; N 08°05'57" E, 201.68 feet to a point of curvature of a curve concave Westerly having a radius of 2013.49 feet, and a central angle of 08°18'12"; run Northerly along the arc of said curve, 291.80 feet; N 00°12'16" W, 931.40 feet to a point of curvature of a curve concave Easterly having a radius of 2153.50 feet, and a central angle of 06°19'57"; run Northerly along the arc of said curve, 238.01 feet; N 06°07'41" E, 291.80 feet; N 00°07'03" E, 196.68 feet to a point on the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence departing said right of way line, S 89°49'36" W, 453.70 feet along the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East to a point on Flamingo Crossings West according to the Plat thereof and recorded in Plat Book 100, Page 37 of the Public Records of Orange County Florida; thence run along said Plat the following three courses; N 40°17'32" W, 323.52 feet; N 32°21'38" W, 271.63 feet; N 34°30'31" W, 120.76 feet; thence N 46°26'37" W, 108.80 feet along said Plat and its Northwesterly extension; thence S 89°49'14" W, 28.71 feet to a point of curvature of a curve concave Southerly having a radius of 934.00 feet, and a central angle of 01°05'30"; thence run Westerly along the arc of said curve, 17.79 feet; thence S 00°10'31" E, 11.26 feet; thence S 89°49'29" W, 28.35 feet; thence S 04°02'58" E, 4.66 feet; thence S 86°05'06" W, 22.85 feet; thence N 03°54'54" W, 6.14 feet; thence S 89°49'29" W, 173.97 feet to a point of curvature of a curve concave Northerly having a radius of 2158.53 feet, and a central angle of 24°05'38"; thence run Westerly along the arc of said curve, 907.70 feet; thence N 66°04'53" W, 548.81 feet to a point on the West line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence run along said line, S 00°35'44" W, 1052.90 feet to the Southwest corner thereof; thence entering Section 20, Township 24 South, Range 27 East run S 89°18'37" W, 2676.09 feet along the South line of the Southeast 1/4 of said Section 20, to the Southwest corner thereof; thence N 89°32'00" W, 2636.90 feet run along the South line of the Southwest 1/4 of said Section 20, to the Southwest corner thereof; thence N 00°12'29" E, 1187.50 feet along the West line of the Southwest 1/4 of said Section 20; thence entering Section 19, Township 24 South, Range 27 East run, S 89°00'18" W, 988.08 feet along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, to a point on the Easterly right of way line of Avalon Boulevard as described in Deed Book 402, Page 312, Deed Book 402, Page 353 and Deed Book 357 of the Public Records of Orange County Florida; thence run along said right of way line the following two courses; N 19°17'43" E, 1348.72 feet to a point on a non-tangent curve concave Easterly having a radius of 2832.01 feet, and a central angle of 04°49'44"; from a tangent bearing of N 19°16'05" E run Northerly along the arc of said curve, 238.69 feet to a point on the North line of the Northeast 1/4 of the Northeast 1/4 of the Southeast

1/4 of said Section 19; thence N 88°44'55" E, 459.61 feet along said line to the Northeast corner of the Southeast 1/4 of said Section 19; thence entering Section 20, Township 24 South, Range 27 East run N 00°13'41" E, 708.14 feet along the West line of the Northwest 1/4 of said Section 20 to a point on the aforesaid Avalon Road right of way line and a point on a non-tangent curve concave Southeasterly having a radius of 2829.41 feet, and a central angle of 01°55'19"; thence from a tangent bearing of N 41°26'37" E run Northeasterly along the arc of said curve and right of way line, 94.91 feet; thence N 43°21'56" E, 753.57 feet along said right of way line to a point on the North line of the South 1/2 of the Northwest 1/4 of said Section 20; thence N 89°50'32" E, 2068.41 feet along said line to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20; thence N 00°21'49" E, 1334.18 feet along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 20 to the Northwest corner of the Northeast 1/4; thence S 89°45'19" E, 2697.33 feet along the North line of the Northeast 1/4 of said Section 20 to the Northeast corner of said Section 20 and the Southeast corner of Section 17, Township 24 South, Range 27 East; thence entering said Section 17 N 00°02'13" E, 2669.40 feet along the East line of the Southeast 1/4 of Section 17 to the Northeast corner thereof; thence S 89°43'49" W, 1347.90 feet along the South line of the East 1/2 of the Northeast 1/4 of Section 17, to the Southwest corner thereof; thence N 00°18'18" W, 2652.68 feet along the West line of the East 1/2 of the Northeast 1/4 of Section 17 to the Northwest corner thereof; thence S 89°39'31" W, 2661.03 feet along the North line of Section 17 to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 17 and the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East; thence N 00°24'44" E, 242.11 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of Section 8 to a point on the Easterly right-of-way line of County Road 545 as described in Deed Book 402, Page 355 of the Public Records of Orange County Florida; said point being a point on a non-tangent curve concave Westerly, having a radius of 2826.01 feet, and a central angle of 19°14'15"; thence from a tangent bearing of N 18°34'50" E, run Northerly along the arc of said curve and right-of-way, 948.86 feet; thence continue along said right-of-way, N 00°39'25" W, 141.86 feet; thence N 89°41'27" E, 1188.92 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 8 to the Northeast corner thereof; thence N 00°15'09" E, 1315.34 feet along the West line of the Northwest 1/4 of the Southeast 1/4 of Section 8 to the Northwest corner thereof; thence N 00°14'57" E, 50.00 feet along the West line of the Northeast 1/4 of Section 8 to a point on the Northerly right-of-way line of Hartzog Road as described in Official Records Book 9782, Page 7172 of the Public Records of Orange County Florida; thence run along said right-of-way line the following three courses; N 89°43'25" E, 671.30 feet; N 23°57'49" E, 158.82 feet to a point on a non-tangent curve concave Southwesterly having a radius of 2750.09 feet, and a central angle of 04°43'07"; from a tangent bearing of S 33°16'29" E run Southeasterly along the arc of said curve, 226.49 feet; thence N 89°43'24" E, 1038.21 feet along the North line of the Southeast 1/4 of Section 8; to a point on Deed recorded in Official Records Book 7121, Page 2952 of the Public Records of Orange County Florida; and a point on a non-tangent curve concave Southerly having a radius of 2894.93 feet, and a central angle of 08°15'21"; thence Entering Section 9, Township 24 South, Range 27 East, from a tangent bearing of N 82°01'15" W run Westerly along the arc of said curve and Deed, 417.14 feet; thence S 89°43'24" W, 258.73 feet along said Deed to a point on the Easterly right of way line of State Road 429 as recorded in Official Records Book 7106, Page 7802 of the Public Records of Orange County Florida; thence run along said right of way line the following two courses; N 21°29'36" W, 110.97 feet; N 20°48'24" W, 1048.03 feet; thence N 00°08'24" E, 211.55 feet along the West line of the East 530.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 89°41'25" W, 797.83 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section 8; thence S 89°34'56" W, 1230.74 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 8 to a point on the Easterly right of way line of Avalon Boulevard as described in Deed Book 402, Page 355 of the Public Records of Orange County Florida; thence run along said right of way line the following three courses; N 00°39'25" W, 853.44 feet to a point on a non-tangent curve concave Easterly having a radius of 3241.05 feet, and a central angle of 05°37'30"; from a tangent bearing of N

00°36'59" W run Northerly along the arc of said curve, 318.19 feet; N 05°00'31" E, 152.48 feet; thence N 89°26'29" E, 1220.84 feet along the North line of the Northwest 1/4 of said Section 8 to the Northeast corner thereof; thence N 89°39'25" E, 2650.62 feet along the North line of the Northeast 1/4 of said Section 8 to the Northeast corner thereof; thence entering Section 9, Township 24 South, Range 27 East run, N 89°46'07" E, 1608.33 feet along the North line of the Northwest 1/4 of said Section 9; to a point on Southerly right of way line of Seidel Road as described in Deed Book 789, Page 243 and Deed Book 892, Page 552 of the Public Records of Orange County Florida and a non-tangent curve concave Northerly having a radius of 357.62 feet, and a central angle of 23°38'08"; thence from a tangent bearing of S 66°08'04" W run Westerly along the arc of said curve and right of way line, 147.53 feet; thence run along said right of way line the following three courses; S 89°46'01" W, 139.26 feet; S 89°46'07" W, 1325.83 feet; S 89°39'24" W, 554.03 feet; thence run along a right of way line described in Official Records Book 7070, Page 2553 of the Public Records of Orange County Florida the following twelve courses; S 00°20'32" E, 20.00 feet; S 89°39'28" W, 363.61 feet; S 84°38'15" W, 372.03 feet; S 00°20'32" E, 14.94 feet; S 89°40'22" W, 138.87 feet; S 42°20'36" W, 55.11 feet; S 00°03'00" W, 857.17 feet to a point of curvature of a curve concave Northeasterly having a radius of 250.01 feet, and a central angle of 90°21'35"; run Southeasterly along the arc of said curve, 394.28 feet; N 89°41'19" E, 364.69 feet; S 00°18'35" E, 80.00 feet; S 89°41'25" W, 481.37 feet to a point on a non-tangent curve concave Northeasterly having a radius of 350.02 feet, and a central angle of 72°08'18"; from a tangent bearing of N 70°50'15" W run Northwesterly along the arc of said curve, 440.69 feet; thence S 89°41'15" W, 483.83 feet along a right of way line described in Official Records Book 7106, Page 2802 of the Public Records of Orange County Florida to a point that is 10.00 feet Easterly of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; and a point on a non-tangent curve concave Easterly having a radius of 3721.85 feet, and a central angle of 03°53'37"; thence from a tangent bearing of S 16°54'47" E run Southerly along the arc of said curve and a line that is 10.00 feet Easterly of and parallel with said right of way line, 252.93 feet; thence S 20°48'24" E, 96.16 feet along said parallel to its intersection with a line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8; thence N 89°41'25" E, 83.88 feet along said line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 00°08'24" W, 219.78 feet along the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with a line that is 10.00 feet East of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; thence S 20°48'24" E, 836.45 feet along said parallel line to a point on a Deed described in Official Records Book 9324, Page 367 of the Public Records of Orange County Florida; thence run along said Deed the following six courses; S 87°25'27" E, 291.32 feet; thence N 88°48'53" E, 166.97 feet; N 86°44'00" E, 142.45 feet; N 06°27'19" W, 91.16 feet; N 28°52'42" E, 302.51 feet; N 69°30'43" E, 659.82 feet to a point on a deed described in Official Records Book 10810, Page 147 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 84°17'43" E, 306.52 feet; N 55°03'52" E, 1274.60 feet; N 33°11'17" E, 877.94 feet; N 08°37'23" E, 258.89 feet; thence N 89°46'07" E, 980.18 feet along the North line of the Northwest 1/4 of said Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 2653.53 feet along the East line of the Northwest 1/4 of said Section 9 to the Southeast corner thereof; thence S 89°44'05" W, 1325.36 feet along the South line of the Southeast 1/4 of the Northwest 1/4 of Section 9 to the Southwest corner thereof; thence S 00°08'51" W, 1314.23 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner thereof; thence N 89°45'10" E, 1327.55 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 1314.64 feet along the East line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner of the Southwest 1/4 of Section 9; thence N 89°53'46" E, 2633.36 feet along the South line of the Southeast 1/4 of Section 9 to the Southeast corner thereof and the Southwest corner of Section 10, Township 24

South, Range 27 East; thence N 00°15'35" E, 5286.81 feet along the West section line of Section 10 to the Northwest corner thereof and the Southwest corner of Section 3, Township 24 South, Range 27 East; thence N 00°11'50" W, 2661.64 feet along the West line of the Southwest 1/4, Section 3 to the Northwest corner thereof; thence N 89°39'50" E, 3976.31 feet along the North line of the South half of Section 3 to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 3; thence S 00°04'39" E, 1326.78 feet along the East line of the Northwest 1/4 of the Southeast 1/4 of Section 3 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 3; thence N 89°37'16" E, 1328.99 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of Section 3 to the Northeast corner thereof and the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 27 East; thence N 00°07'50" W, 1325.78 feet along the West line of Northwest 1/4, of the Southwest 1/4, of Section 2 to the Northwest corner thereof; thence N 00°07'43" W, 400.13 feet along the West line of the Northwest 1/4, of Section 2; thence run along the Northerly boundary of a deed recorded in Official Records Book 1457, Page 934 of the Public Records of Orange County Florida the following three courses; N 86°46'13" E, 1024.87 feet; N 77°37'23" E, 1103.42 feet; N 53°18'38" E, 1872.82 feet to a point on the Southerly right-of-way line of Reams Road as shown on Plat book 3, Page 85 of the Public Records of Orange County Florida; thence run along said right-of-way line the following three courses; S 43°40'10" E, 1382.92 feet to the beginning of a curve concave to the Northeast, having a radius of 546.86 feet and a central angle of 46°21'00"; thence run Southeasterly along the arc of said curve 442.39 feet; thence N 89°58'50" E, 341.61 feet; thence leaving said right-of-way, run S 00°19'24" E, 603.75 feet along the East line of the Northeast 1/4 of Section 2, to the Southeast corner thereof, and the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 1, Township 24 South, Range 27 East; thence N 89°43'47" E, along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 1, 1297.19 feet to a point 25 feet West of the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 1; thence N 00°12'21" W, 598.76 feet along a line that is 25.00 feet West of and parallel to the West line of the Southeast 1/4 of the Northwest 1/4 of Section 1 to the Southerly right-of-way line of aforesaid Reams Road; thence N 89°56'46" E, 100.00 feet along said Southerly right-of-way of Reams Road; thence run along the Easterly and Northerly boundary of a deed recorded in Official Records Book 1465, Page 307 of the Public Records of Orange County Florida the following five courses; S 02°04'12" E, 523.43 feet; N 89°43'40" E, 52.00 feet; S 00°12'21" E, 49.00 feet; N 89°43'41" E, 229.00 feet; S 00°12'25" E, 26.23 feet; thence N 89°43'47" E, 1039.16 feet along the North line of the South half of Section 1 to a point 90.00 feet East of the Northeast corner of the Southwest 1/4 of Section 1; thence S 05°34'33" W, 911.86 feet; thence S 00°05'18" E, 420.00 feet along the East line of the Northeast 1/4 of the Southwest 1/4 of Section 1 to the Southeast corner thereof; thence N 89°44'10" E, 2649.93 feet along the North line of the South half of the Southeast 1/4 of Section 1 to the Point of Beginning.

Less the following recorded parcels in the Public Records of Orange County Florida:

Book 2688, Page 1702	Instrument 20050766353
Book 6194, Page 4392	Instrument 20160090446
Book 9745, Page 8716	Instrument 20160316309
Book 10275, Page 7457	Instrument 20160316310
Book 10304, Page 8949	Instrument 20160344785
Book 10681, Page 7447	Instrument 20210271782
Book 10681, Page 7453	Instrument 20220000060
Book 10681, Page 7458	Instrument 20220073431
Book 10778, Page 5071	Instrument 20220542316
Book 10987, Page 8396	
Instrument 20050679647	

DESCRIPTION OF
DEVELOPERS' AGREEMENT
IN OSCEOLA COUNTY, FLORIDA

A parcel of land lying in Sections 1, 2, 11 through 14, 23 through 26, Township 25 South, Range 27 East, and Sections 5 through 9, 16 through 20, 30 and 31, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Section 6, run along the North line of the Northwest 1/4 of Section 6, Township 25 South, Range 28 East run, S 89°56'54" E, 2748.82 feet to the Northeast corner thereof; thence S 89°36'01" E, 2646.94 feet along the North line of the Northeast 1/4 of said Section 6 to the Northeast corner thereof; thence entering Section 5, Township 25 South, Range 28 East run N 89°42'15" E, 2600.72 feet along the North line of the Northwest 1/4 of said Section 5 to the Northeast corner thereof; thence S 89°17'26" E, 153.63 feet along the North line of the Northeast 1/4 of said Section 5 to a point on the State Road 400 right of way line shown on Map Section 92130-2401 and dated August 28, 1969; thence run along said right of way line the following three courses; S 38°30'29" W, 248.14 feet to a point of curvature of a curve concave Northwesterly having a radius of 85794.19 feet, and a central angle of 01°26'58"; run Southwesterly along the arc of said curve, 2170.39 feet; S 39°57'27" W, 2021.20 feet; thence S 01°12'07" W, 1838.47 feet along the West line of the Southwest 1/4 of said Section 5 to the Southwest corner thereof; thence entering Section 8, Township 25 South, Range 28 East run N 89°47'15" E, 2643.05 feet along the North line of the Northwest 1/4 of said Section 8 to the Northeast corner thereof; thence N 89°44'15" E, 2642.73 feet along the North line of the Northeast 1/4 of said Section 8 to the Northeast corner thereof; thence entering Section 9, Township 25 South, Range 28 East run N 89°47'42" E, 1315.60 feet along the North line of the West 1/2 of the Northwest 1/4 of said Section 9 to the Northeast corner thereof; thence S 00°04'39" E, 2645.23 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 9; thence S 00°03'27" E, 1320.49 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence N 89°46'36" E, 1311.24 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 9; thence N 89°54'53" E, 1343.01 feet along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence S 00°00'12" E, 1320.26 feet along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence S 89°58'40" W, 1342.90 feet along the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence S 89°42'06" W, 1310.10 feet along the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 9; thence entering Section 16, Township 25 South, Range 28 East run S 00°42'14" E, 1335.79 feet along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 89°44'25" W, 1319.70 feet along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 00°17'31" E, 1334.87 feet along the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence N 89°46'42" E, 2658.61 feet along the North line of the Southwest 1/4 of said Section 16; thence S 01°06'54" E, 1338.43 feet along the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 16; thence S 89°51'04" W, 2677.84 feet along the South line of the North 1/2, of the Southwest 1/4 of said Section 16; thence S 00°17'31" E, 1334.87 feet West line of the Southwest 1/4 of the Southwest 1/4 of said Section 16 to the Southwest corner of said Section 16; thence entering Section 20, Township 25 South, Range 28 East run S 00°20'44" E, 5339.36 feet along the East line of said Section 20 to the Southeast corner thereof; thence S 89°31'09" W, 5313.04 feet along the South line of said Section 20 to the Southwest corner thereof; thence entering Section 30, Township 25 South, Range 28 East run S 00°24'07" W, 5287.28 feet along the East line of said Section 30 to the Southeast corner thereof; thence entering Section 31, Township 25 South, Range 28 East run S 00°25'58" W, 2630.53 feet along the East line of the Northeast 1/4 of said Section 31 to the Southeast corner thereof; thence S 00°26'32" W, 1339.91 feet along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S 89°38'07" W, 1325.49 feet along the South line of the Northeast 1/4 of

the Southeast 1/4 of said Section 31; thence N 00°21'55" E, 1337.78 feet along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S 89°32'39" W, 663.66 feet along the South line of the East 1/2 of the West 1/2 of the Northeast 1/4 of said Section 31; thence N 00°19'27" E, 2635.75 feet along the West line of the East 1/2 of the West 1/2 of the Northeast 1/4 of said Section 31; thence entering Section 30, Township 25 South, Range 28 East run S 89°41'46" W, 665.30 feet along the South line of the Southeast 1/4 of said Section 30; thence S 89°41'31" W, 2661.88 feet along the South line of the Southwest 1/4 of said Section 30 to the Southwest corner thereof; thence entering Section 25, Township 25 South, Range 27 East run S 89°54'33" W, 2658.96 feet run along the South line of the Southeast 1/4 of said Section 25 to the Southwest corner thereof; thence S 89°52'03" W, 2644.80 feet along the South line of the Southwest 1/4 of said Section 25 to the Southwest corner thereof; thence entering Section 26, Township 25 South, Range 27 East run S 89°49'42" W, 1327.07 feet along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence N 00°03'44" W, 1330.70 feet along West line of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence S 89°52'21" W, 1326.94 feet along South line of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence N 00°03'24" W, 1331.72 feet along West line of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence S 89°55'00" W, 1666.58 feet along the South line of the Northwest 1/4 of said Section 26; thence N 00°00'25" W, 1930.44 feet along the West line of the East 5/8 of the Northwest 1/4 of said Section 26, to a point on the Easterly right of way line of State Road 400 as described in Official Records Book 2326, Page 701 of the Public Records of Osceola County Florida and a non-tangent curve concave Southeasterly having a radius of 3921.00 feet, and a central angle of 14°53'09"; thence from a tangent bearing of N 25°02'25" E run Northeasterly along the arc of said curve and right of way line, 1018.71 feet; thence continue along said right of way line the following two courses; N 39°57'15" E, 901.93 feet; N 50°02'45" W, 9.00 feet; thence N 39°57'15" E, 654.77 feet along the State Road 400 right of way line shown on Map Section 92130-2401 and dated August 28, 1969; thence N 89°45'55" E, 128.02 feet along the North line of the Southeast 1/4 of the Southwest 1/4 Section 23, Township 25 South, Range 27 East; thence N 00°05'36" E, 3974.79 feet along the West line of the East 1/2 of said Section 23; thence entering Section 14, Township 25 South, Range 27 East run N 00°01'48" W, 1338.67 feet along West line of the Southwest 1/4 of the Southeast 1/4 of said Section 14; thence S 89°58'43" W, 431.70 feet along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence N 00°04'30" W, 1337.83 feet along the East line of the West 235.00 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence S 89°52'00" W, 235.00 feet along the South line of the Northwest 1/4 of said Section 14; thence N 00°04'30" W, 1328.24 feet along the West line of East 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 14; thence S 89°49'34" W, 334.40 feet along the South line of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence N 00°05'51" W, 1328.00 feet along the West line of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence entering Section 11, Township 25 South, Range 27 East run S 89°47'08" W, 1004.74 feet along the Southwest 1/4 of said Section 11; thence N 00°10'06" E, 666.14 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 11; thence S 89°53'39" W, 419.88 feet along the South line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 11; thence N 00°16'32" E, 208.71 feet along a line that is 208.71 feet East of and parallel with the East right of way line of County Road 545 as shown on Map Section 9257-150 dated June 21, 1955; thence S 89°53'43" W, 208.71 feet along a line that is 208.71 feet North of and parallel with South line of the Southwest 1/4 of said Section 11; thence N 00°16'32" E, 458.63 feet along the aforesaid East right of way line of County Road 545; thence S 89°59'41" E, 293.67 feet along the North line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 11; thence N 00°13'21" E, 666.77 feet along the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence S 89°53'03" E, 666.11 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence N 00°06'58" E, 615.49

feet along the West line of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence S 89°46'25" E, 332.34 feet along a line 50.00 feet South of and parallel with the North line of the Southwest 1/4 of said Section 11; thence N 00°13'26" E, 50.00 feet West line of the Northeast 1/4 of the Southwest 1/4 of said Section 11; thence S 89°46'24" E, 332.44 feet along the South line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence N 00°00'19" W, 663.86 feet along the West line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence S 89°51'37" E, 331.87 feet along the North line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence N 00°03'15" W, 1328.72 feet along the West line of the East 1/4 of the Northwest 1/4 of said Section 11; thence N 89°57'56" E, 661.47 feet along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 11; thence N 00°09'07" W, 665.37 feet along the West line of the Northeast 1/4 of said Section 11 to the Northwest corner of the Northeast 1/4 of said Section 11; thence entering Section 2, Township 25 South, Range 27 East run N 00°22'03" E, 5290.72 feet along the West line of the East 1/2 of said Section 2; thence S 89°44'07" W, 495.03 feet along a line 10.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 2; thence S 00°22'03" W, 1390.09 feet along a line 495.00 feet West of and parallel with the West line of the East 1/2 of said Section 2; thence S 89°44'07" W, 2110.14 feet along a line 1400.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 2 to a point on the Easterly boundary of de-annexation Resolution No. 442 on record at Reedy Creek Improvement District; thence run along said boundary the following courses; N 02°17'23" E, 40.72 feet; N 18°56'28" E, 11.18 feet; N 00°08'32" E, 14.20 feet; N 45°08'32" E, 35.36 feet; S 89°51'28" E, 4.49 feet; N 00°08'32" E, 60.00 feet; N 44°51'28" W, 35.36 feet; N 00°08'32" E, 10.44 feet; N 44°51'28" W, 4.24 feet; N 00°08'32" E, 346.14 feet; N 01°09'08" W, 176.69 feet; N 44°51'28" W, 39.61 feet; N 00°08'32" E, 660.14 feet to a point on the North line of the Northwest 1/4 of said Section 2 and being 25.00 feet East of the Northwest corner of said Section 2; thence N 89°44'07" E, 2636.05 feet along the North line of the Northwest 1/4 of said Section 2 to the Northeast corner thereof; thence N 89°48'35" E, 2652.59 feet along the North line of the Northeast 1/4 of said Section 2 to the Northeast corner thereof; thence entering Section 1, Township 25 South, Range 27 East run N 89°46'36" E, 2656.21 feet along the North line of the Northwest 1/4 of said Section 1 to the Northeast corner thereof; thence N 89°50'04" E, 2658.48 feet along the North line of the Northeast 1/4 of said Section 1 to the Northeast corner thereof to the Point of Beginning, containing 11063.93, acres more or less.

Less and except the following:

A parcel of land lying in Sections 11 through 14, Township 25 South, Range 27 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 11, run along the West line of the Northeast 1/4 of said Section 11, S 00°09'07" E, 132.00 feet; thence N 89°52'08" E, 1175.60 feet along a line that is 132.00 feet South of and parallel with the North line of the Northeast 1/4 of said Section 11 to a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence continue along aforesaid parallel line, N 89°52'11" E, 240.29 feet to a point on a deed recorded in Official Records Book 1563, Page 2410 of the Public Records of Osceola County Florida; thence run along said line following two courses; S 79°55'37" E, 62.09 feet; N 89°52'08" E, 193.48 feet to a point on a deed recorded in Official Records Book 1674, Page 2470 of the Public Records of Osceola County Florida; thence run along said deed the following five courses; S 00°07'52" E, 207.00 feet; S 89°52'08" W, 350.00 feet; S 00°07'52" E, 500.00 feet; N 89°52'08" E, 400.00 feet; N 00°07'52" W, 707.00 feet to a point on the aforementioned deed recorded in Official Records Book 1563, Page 2410; thence run along said deed the following courses; N 89°52'09" E, 2.14 feet; S 45°03'23" E, 42.36 feet; S 00°00'00"

E, 174.79 feet to a point of curvature of a curve concave Easterly having a radius of 1597.84 feet, and a central angle of 09°05'25"; run Southerly along the arc of said curve, 253.51 feet; S 09°05'25" E, 282.87 feet to a point of curvature of a curve concave Westerly having a radius of 1457.85 feet, and a central angle of 26°10'31"; run Southerly along the arc of said curve, 666.01 feet; S 17°05'06" W, 544.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 1597.85 feet, and a central angle of 102°07'51"; run Southeasterly along the arc of said curve, 2848.19 feet to a point on a deed recorded in Official Records Book 1280, Page 1782 of the Public Records of Osceola County Florida; thence departing deed recorded in Official Records Book 1674, Page 2470 following the deed recorded in Official Records Book 1280, Page 1782 following courses; said point being a point of compound curvature of a curve concave Northerly having a radius of 1597.89 feet, and a central angle of 07°30'00"; run Easterly along the arc of said curve, 209.16 feet; S 54°40'11" E, 66.55 feet; S 12°49'30" E, 117.68 feet to a point on a non-tangent curve concave Easterly having a radius of 2009.86 feet, and a central angle of 24°18'27"; from a tangent bearing of S 10°48'36" W run Southerly along the arc of said curve, 852.67 feet; S 13°29'51" E, 341.79 feet; S 13°29'51" E, 408.71 feet to a point of curvature of a curve concave Westerly having a radius of 1809.86 feet, and a central angle of 11°41'10"; run Southerly along the arc of said curve, 369.14 feet; to a point of compound curvature of a curve concave Westerly having a radius of 1809.86 feet, and a central angle of 17°06'44"; thence run Southerly along the arc of said curve, 540.54 feet; S 15°17'58" W, 294.15 feet; thence departing said deed run along the Westerly right of way line of State Road 400 and World Drive Interchange as described in Official Records Book 1659, Page 1492 of the Public Records of Osceola County Florida the following courses; S 15°15'17" W, 300.03 feet; N 74°44'43" W, 45.00 feet; S 17°31'41" W, 302.54 feet; thence S 15°15'11" W, 177.35 feet to a point on a non-tangent curve concave Easterly having a radius of 4501.37 feet, and a central angle of 06°46'34"; from a tangent bearing of S 15°15'19" W run Southerly along the arc of said curve, 532.35 feet; S 08°28'42" W, 421.43 feet; S 81°31'15" E, 26.00 feet; S 08°28'45" W, 543.00 feet; N 81°31'15" W, 26.00 feet; S 08°28'44" W, 1288.75 feet to a point of curvature of a curve concave Northwesterly having a radius of 1051.92 feet, and a central angle of 30°21'09"; run Southwesterly along the arc of said curve, 557.26 feet; S 38°49'53" W, 892.32 feet to a point on the aforesaid Reedy Creek Improvement District de-annexation Resolution No. 291; thence run along said de-annexation boundary the following courses; N 34°24'01" W, 342.34 feet; thence N 41°10'58" E, 504.10 feet; N 56°53'24" W, 1046.80 feet; N 00°00'05" W, 182.99 feet; N 00°00'05" W, 262.45 feet; N 00°00'05" W, 604.56 feet; N 20°22'32" E, 1354.78 feet; N 39°36'34" E, 1142.27 feet; N 89°59'55" E, 550.00 feet; N 00°00'05" W, 1600.00 feet; N 53°58'26" W, 680.07 feet; N 11°08'10" W, 1105.17 feet; N 44°36'19" W, 1268.50 feet; N 61°15'45" W, 889.74 feet; N 18°33'37" W, 469.54 feet; thence N 00°00'05" W, 391.70 feet; N 89°59'55" E, 48.91 feet; N 06°11'23" E, 746.77 feet; thence N 13°51'33" E, 679.15 feet; N 45°31'55" E, 264.41 feet; N 89°59'55" E, 356.15 feet; thence N 00°00'05" W, 317.21 feet to the Point of Beginning, containing 263.49 acres, more or less.

AND

A parcel of land lying in Sections 11 through 14, Township 25 South, Range 27 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 11, run along the West line of the Northeast 1/4 of said Section 11, S 00°09'07" E, 132.00 feet; thence N 89°52'08" E, 1922.52 feet along a line that is 132.00 feet South of and parallel with the North line of the Northeast 1/4 of said Section 11 to a point on Southerly right of way line of State Road 530 and a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said boundaries the following five courses; N 89°52'07" E, 728.48 feet; N 89°52'44" E, 1251.91 feet; N 89°50'43" E, 190.56 feet to a point on a non-tangent curve concave Northeasterly having a radius of 814.00 feet, and a central

angle of 20°35'33"; from a tangent bearing of S 19°06'55" E run Southeasterly along the arc of said curve, 292.56 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 1073.93 feet, and a central angle of 17°34'32"; from a tangent bearing of S 36°35'41" E run Southeasterly along the arc of said curve, 329.43 feet; thence departing said right of way line continue along the aforesaid de-annexation boundary the following courses; S 00°08'00" E, 455.76 feet; N 89°52'00" E, 20.00 feet; S 00°08'00" E, 488.84 feet to a point on a non-tangent curve concave Westerly having a radius of 1759.86 feet, and a central angle of 33°38'13"; from a tangent bearing of S 00°08'08" E run Southerly along the arc of said curve, 1033.17 feet; S 33°30'09" W, 1183.50 feet to a point of curvature of a curve concave Southeasterly having a radius of 2059.86 feet, and a central angle of 14°13'45"; run Southwesterly along the arc of said curve, 511.56 feet; to a point on a non-tangent curve concave Northerly having a radius of 1457.89 feet, and a central angle of 12°05'33"; from a tangent bearing of S 82°51'48" W run Westerly along the arc of said curve, 307.69 feet; to a point of compound curvature of a curve concave Northerly having a radius of 1457.79 feet, and a central angle of 29°15'05"; run Westerly along the arc of said curve, 744.25 feet; N 34°12'14" E, 149.99 feet; N 38°16'56" W, 139.49 feet; N 20°31'56" W, 110.01 feet; N 70°14'49" W, 129.46 feet; N 45°48'22" W, 132.54 feet; S 89°14'11" W, 181.70 feet to a point on a non-tangent curve concave Easterly having a radius of 1457.85 feet, and a central angle of 47°22'50"; from a tangent bearing of N 30°17'44" W run Northerly along the arc of said curve, 1205.56 feet; N 17°05'06" E, 386.62 feet; S 72°54'50" E, 290.44 feet; N 10°23'11" E, 320.40 feet; N 04°30'12" E, 320.81 feet; N 87°47'48" W, 244.99 feet to a point on a non-tangent curve concave Westerly having a radius of 1597.84 feet, and a central angle of 11°17'38"; from a tangent bearing of N 02°12'13" E run Northerly along the arc of said curve, 314.96 feet; N 09°05'25" W, 282.87 feet to a point of curvature of a curve concave Easterly having a radius of 1457.85 feet, and a central angle of 09°05'25"; run Northerly along the arc of said curve, 231.30 feet; N 00°00'00" E, 186.09 feet; N 44°56'12" E, 42.49 feet to the Point of Beginning, containing 191.436 Acres, more or less.

AND

A parcel of land lying in Sections 12 and 13, Township 25 South, Range 27 East and Section 7, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 7, run along the West line of the Northwest 1/4 of said Section 7, S 00°16'52" W, 182.00 feet, to a point on Southerly right of way line of State Road 530 and a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said de-annexation boundary the following courses; N 89°36'48" E, 1370.16 feet to a point on a non-tangent curve concave Southerly having a radius of 2774.79 feet, and a central angle of 14°35'33"; from a tangent bearing of S 87°18'45" E run Easterly along the arc of said curve, 706.70 feet; S 72°43'12" E, 120.32 feet; S 68°43'12" E, 476.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 310.00 feet, and a central angle of 64°11'44"; run Southeasterly along the arc of said curve, 347.33 feet; to a point of compound curvature of a curve concave Westerly having a radius of 710.00 feet, and a central angle of 43°41'01"; run Southerly along the arc of said curve, 541.32 feet; S 39°09'33" W, 593.50 feet; S 39°49'53" W, 428.75 feet to a point on a non-tangent curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 00°07'01"; from a tangent bearing of S 39°57'15" W run Southwesterly along the arc of said curve, 34.76 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 00°07'00"; run Southwesterly along the arc of said curve, 34.73 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 05°07'15"; run Southwesterly along the arc of said curve, 1522.83 feet; to a point of reverse curvature

of a curve concave Southeasterly having a radius of 17338.73 feet, and a central angle of 07°18'35"; run Southwesterly along the arc of said curve, 2212.08 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 17338.73 feet, and a central angle of 03°23'57"; run Southwesterly along the arc of said curve, 1028.62 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 05°03'27"; run Southwesterly along the arc of said curve, 1503.98 feet; S 44°18'34" W, 2356.77 feet to a point on a non-tangent curve concave Northerly having a radius of 451.67 feet, and a central angle of 120°17'51"; from a tangent bearing of S 44°19'15" W run Westerly along the arc of said curve, 948.32 feet; to a point of compound curvature of a curve concave Easterly having a radius of 1767.86 feet, and a central angle of 30°38'14"; run Northerly along the arc of said curve, 945.31 feet; N 15°15'17" E, 57.43 feet; N 74°44'43" W, 42.00 feet; N 10°06'45" E, 301.24 feet; N 15°17'20" E, 293.98 feet to a point on a non-tangent curve concave Westerly having a radius of 2009.86 feet, and a central angle of 28°47'54"; from a tangent bearing of N 15°18'05" E run Northerly along the arc of said curve, 1010.21 feet; N 13°29'49" W, 750.50 feet to a point of curvature of a curve concave Easterly having a radius of 1809.86 feet, and a central angle of 30°18'27"; run Northerly along the arc of said curve, 957.35 feet; N 46°27'10" E, 105.97 feet; to a point on a non-tangent curve concave Southeasterly having a radius of 1759.86 feet, and a central angle of 13°41'33"; from a tangent bearing of N 19°48'38" E run Northeasterly along the arc of said curve, 420.57 feet; N 33°30'11" E, 1183.50 feet to a point of curvature of a curve concave Westerly having a radius of 2059.86 feet, and a central angle of 33°23'10"; run Northerly along the arc of said curve, 1200.27 feet; N 05°42'05" E, 369.98 feet to a point of curvature of a curve concave Southeasterly having a radius of 426.87 feet, and a central angle of 56°29'55"; run Northeasterly along the arc of said curve, 420.93 feet; N 62°12'02" E, 1022.85 feet to a point of curvature of a curve concave Southerly having a radius of 1789.72 feet, and a central angle of 15°19'53"; run Easterly along the arc of said curve, 478.90 feet; to a point on a non-tangent curve concave Southerly having a radius of 1791.86 feet, and a central angle of 03°26'13"; from a tangent bearing of N 78°45'37" E run Easterly along the arc of said curve, 107.49 feet; to a point of compound curvature of a curve concave Southerly having a radius of 2181.28 feet, and a central angle of 06°37'08"; run Easterly along the arc of said curve, 251.98 feet; N 88°49'08" E, 659.02 feet; N 89°50'46" E, 591.75 feet to the Point of Beginning, containing 744.473 acres, more or less.

AND

A parcel of land lying in Sections 12, 13, 23 and 24, Township 25 South, Range 27 East and Sections 7,8,9, 17 through 20 and 30, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 9, run along the West line of the Northwest 1/4 of said Section 9, S 00°08'49" E, 132.00 feet, to a point on Southerly right of way line of State Road 530 and a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said de-annexation boundary the following courses; N 89°47'42" E, 622.99 feet to a point on a non-tangent curve concave Northeasterly having a radius of 450.00 feet, and a central angle of 59°52'20"; from a tangent bearing of S 00°12'18" E run Southeasterly along the arc of said curve, 470.24 feet; S 60°04'38" E, 118.30 feet to a point of curvature of a curve concave Southwesterly having a radius of 150.00 feet, and a central angle of 60°00'00"; run Southeasterly along the arc of said curve, 157.08 feet; N 89°55'21" E, 40.00 feet; S 00°04'25" E, 2369.91 feet; N 89°56'33" E, 50.00 feet; S 00°03'27" E, 512.31 feet; S 00°03'27" E, 358.24 feet; S 47°23'03" W, 1794.78 feet; N 75°57'54" W, 2061.55 feet; S 53°52'46" W, 4747.05 feet; S 13°19'33" E, 1235.00 feet; S 57°29'14" E, 837.20 feet; S 26°03'58" E, 3172.66 feet; S 45°00'05" E, 707.11 feet; S 09°55'30" W, 2030.39 feet; N 65°37'30" W,

1163.91 feet; N 44°47'06" W, 1831.04 feet; S 48°53'12" W, 715.92 feet; N 65°37'30" W, 341.01 feet; N 26°33'59" W, 2124.26 feet; S 68°44'53" W, 965.66 feet; S 16°54'23" E, 5330.34 feet; S 50°31'34" W, 1101.14 feet; N 41°38'06" W, 4214.56 feet; N 18°02'08" W, 2261.08 feet; S 89°59'55" W, 1650.00 feet; S 00°00'05" E, 1224.24 feet; S 35°39'14" W, 1200.88 feet; S 89°59'55" W, 1800.00 feet; N 34°46'45" W, 1157.70 feet; N 27°43'20" W, 492.90 feet; N 01°09'30" W, 124.30 feet; N 50°54'37" W, 282.74 feet; S 59°21'14" W, 36.00 feet; N 38°52'34" W, 156.01 feet; N 39°57'15" E, 502.67 feet; N 43°58'16" E, 1918.88 feet to a point of curvature of a curve concave Southerly having a radius of 622.20 feet, and a central angle of 73°46'51"; run Easterly along the arc of said curve, 801.22 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 2405.91 feet, and a central angle of 15°39'49"; run Southeasterly along the arc of said curve, 657.74 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 3677.60 feet, and a central angle of 09°13'43"; from a tangent bearing of S 46°35'06" E run Southeasterly along the arc of said curve, 592.35 feet; S 37°21'28" E, 61.64 feet; N 52°38'37" E, 295.00 feet; N 37°21'24" W, 236.29 feet; N 33°58'59" W, 295.13 feet to a point of curvature of a curve concave Easterly having a radius of 724.53 feet, and a central angle of 32°07'27"; run Northerly along the arc of said curve, 406.22 feet; N 01°51'30" W, 914.66 feet to a point of curvature of a curve concave Easterly having a radius of 1433.91 feet, and a central angle of 30°54'26"; run Northerly along the arc of said curve, 773.50 feet; N 31°08'21" E, 714.41 feet; N 32°17'07" E, 68.88 feet to a point of curvature of a curve concave Southeasterly having a radius of 4489.66 feet, and a central angle of 06°27'44"; run Northeasterly along the arc of said curve, 506.37 feet; N 38°44'50" E, 91.15 feet; N 51°13'07" W, 15.63 feet; N 39°57'15" E, 399.78 feet to a point of curvature of a curve concave Southeasterly having a radius of 17028.73 feet, and a central angle of 05°21'16"; run Northeasterly along the arc of said curve, 1591.38 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 17348.73 feet, and a central angle of 00°22'04"; run Northeasterly along the arc of said curve, 111.39 feet; N 45°03'33" W, 10.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 17341.08 feet, and a central angle of 04°36'46"; from a tangent bearing of N 44°56'25" E run Northeasterly along the arc of said curve, 1396.13 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 17338.73 feet, and a central angle of 05°43'39"; run Northeasterly along the arc of said curve, 1733.24 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 17038.73 feet, and a central angle of 05°21'16"; run Northeasterly along the arc of said curve, 1592.32 feet; N 39°57'15" E, 942.63 feet; N 44°36'59" E, 348.99 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1342.44 feet, and a central angle of 24°30'00"; from a tangent bearing of N 44°44'08" E run Northeasterly along the arc of said curve, 574.04 feet; N 69°14'08" E, 1832.61 feet; S 47°43'15" E, 1148.63 feet; S 37°11'45" E, 2082.95 feet; N 52°48'15" E, 150.00 feet; N 37°11'45" W, 2096.77 feet; N 47°43'15" W, 1086.16 feet; N 69°14'08" E, 104.92 feet to a point of curvature of a curve concave Southerly having a radius of 1342.40 feet, and a central angle of 19°21'25"; run Easterly along the arc of said curve, 453.52 feet; N 88°35'33" E, 600.08 feet; N 83°15'36" E, 300.22 feet; thence N 89°45'45" E, 3676.81 feet to the Point of Beginning, containing 2908.288 acres, more or less.

AND

A parcel of land lying in Sections 23 through 26, Township 25 South, Range 27 East, and Section 30, Township 25 South, Range 28 East Osceola County, Florida, and being more particularly described as follows:

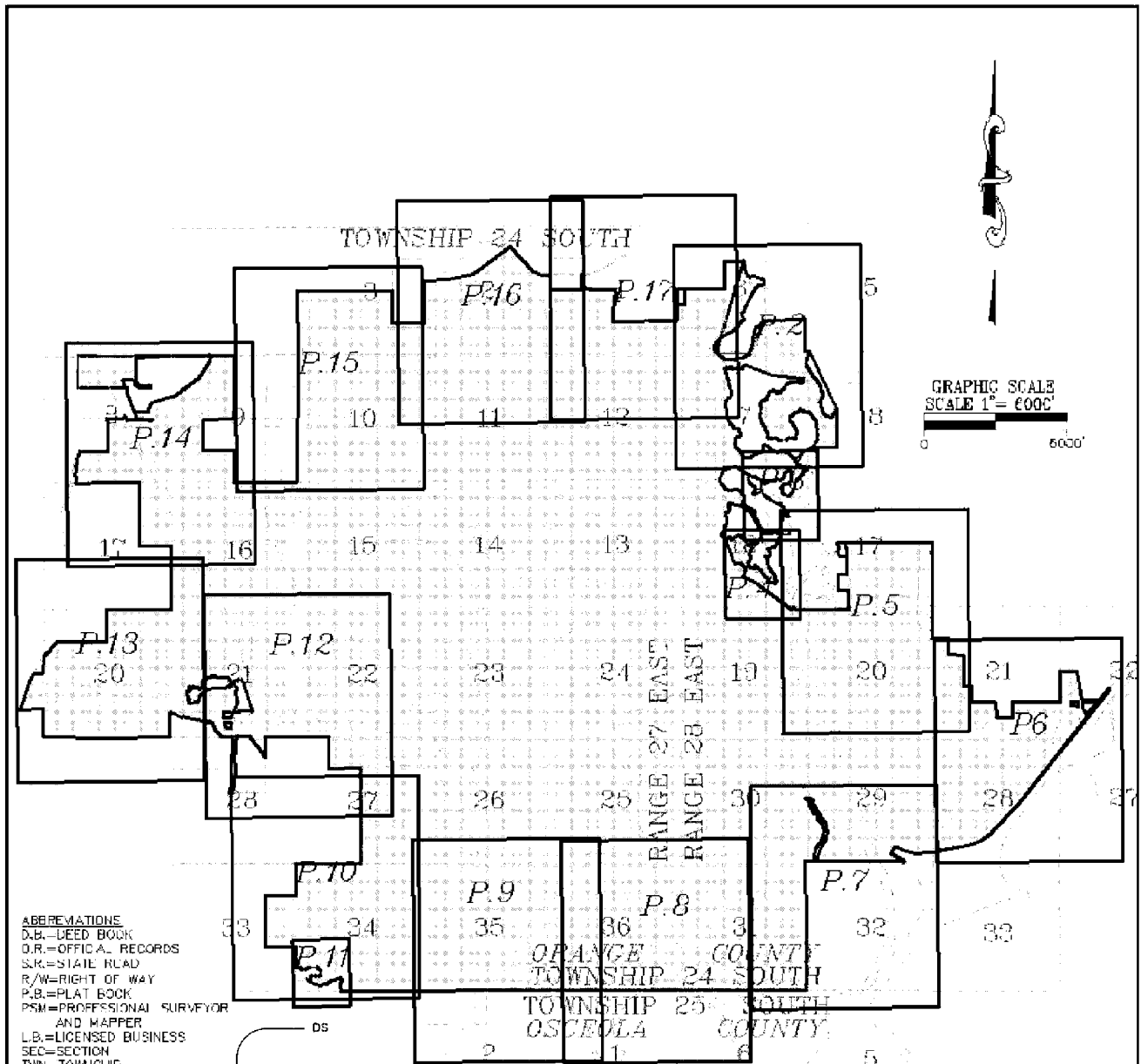
Commence at the Southeast corner of said Section 26, run along the East line of the Southeast 1/4 of said Section 26, N 00°04'03" W, 120.00 feet, to a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said de-annexation boundary the

following courses; S 89°49'18" W, 678.98 feet; S 89°56'16" W, 41.46 feet; S 89°50'14" W, 486.92 feet; N 00°07'57" W, 333.91 feet; N 00°07'57" W, 177.25 feet; N 00°01'07" W, 178.96 feet; N 00°03'44" W, 631.66 feet; S 89°52'13" W, 494.06 feet; S 89°55'05" W, 828.90 feet; N 90°00'00" W, 5.12 feet; N 00°08'06" W, 251.46 feet; N 00°08'09" W, 394.13 feet; N 00°08'11" W, 655.92 feet; N 00°13'25" W, 23.67 feet; S 89°55'00" W, 128.49 feet; N 89°31'49" W, 397.18 feet; N 89°31'34" W, 122.10 feet; N 89°32'10" W, 47.99 feet; N 89°31'47" W, 361.14 feet; N 89°31'38" W, 68.77 feet; N 89°32'02" W, 98.33 feet; N 89°31'40" W, 203.89 feet; N 09°35'39" W, 23.58 feet; N 34°30'31" E, 3.49 feet; N 89°39'50" W, 46.97 feet; S 89°55'09" W, 105.90 feet; N 00°00'26" W, 1997.80 feet; N 39°37'22" E, 1530.02 feet; N 39°37'22" E, 3105.08 feet; S 25°35'45" E, 1405.42 feet; S 48°02'51" W, 2129.92 feet; S 27°09'04" E, 2191.46 feet; N 89°59'55" E, 429.40 feet; N 42°34'45" E, 61.38 feet; N 77°28'31" E, 6.16 feet; S 80°50'28" E, 42.95 feet; S 76°40'19" E, 50.95 feet; N 78°08'48" E, 34.33 feet; S 30°04'17" E, 4.22 feet; S 76°06'37" E, 130.56 feet; N 89°59'55" E, 618.64 feet; N 00°00'05" W, 1750.00 feet; S 85°45'54" E, 2707.40 feet; S 38°39'40" E, 320.15 feet; S 01°48'36" E, 382.26 feet; S 54°54'10" W, 2031.38 feet; S 34°49'33" E, 1400.89 feet; N 66°34'12" E, 2012.03 feet; N 89°59'55" E, 1596.15 feet; S 41°29'52" E, 1068.10 feet; S 16°30'11" W, 1408.01 feet; S 60°01'01" W, 808.14 feet; N 44°46'55" W, 709.83 feet; N 00°00'05" W, 700.00 feet; S 89°59'55" W, 1100.00 feet; S 15°22'30" W, 829.70 feet; S 89°59'55" W, 620.00 feet; S 00°00'05" E, 250.00 feet; N 89°45'12" E, 331.16 feet; N 22°25'57" E, 47.85 feet; N 32°49'38" W, 99.62 feet; N 06°38'41" W, 20.86 feet; N 67°06'55" E, 58.35 feet; N 80°46'35" E, 124.29 feet; N 59°15'21" E, 74.38 feet; N 76°39'34" E, 72.66 feet; S 59°47'48" E, 57.26 feet; S 54°56'34" E, 123.34 feet; S 58°10'29" E, 79.63 feet; S 30°10'31" E, 44.20 feet; S 06°24'36" E, 107.82 feet; S 11°28'54" W, 73.24 feet; S 17°38'04" W, 10.26 feet; S 67°56'29" E, 225.59 feet; N 45°25'09" E, 16.32 feet; S 61°51'19" E, 58.22 feet; S 30°56'12" E, 14.64 feet; S 67°56'29" E, 748.10 feet; S 89°54'33" W, 2032.92 feet; S 89°51'55" W, 2644.56 feet; S 00°04'03" E, 79.89 feet; S 89°49'42" W, 1207.06 feet; N 89°49'42" E, 1207.06 feet to the Point of Beginning, containing 829.134 acres, more or less.

Less the following recorded parcel in the Public Records of Osceola County Florida:

O.R. Book 6074, Page 1234

Containing in aggregate 24,200.76 acres more or less.



ABBREVIATIONS
 D.B.—DEED BOOK
 O.R.—OFFICIAL RECORDS
 S.R.—STATE ROAD
 R/W—RIGHT OF WAY
 P.B.—PLAT BOOK
 P.S.M.—PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.—LICENSED BUSINESS
 SEC.—SECTION
 TWP.—TOWNSHIP
 RNG.—RANGE
 POB—POINT OF BEGINNING
 POC—POINT OF COMMENCEMENT

DocuSigned by:

Jeff Green

F9/A46403A/649E...



This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.692(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.

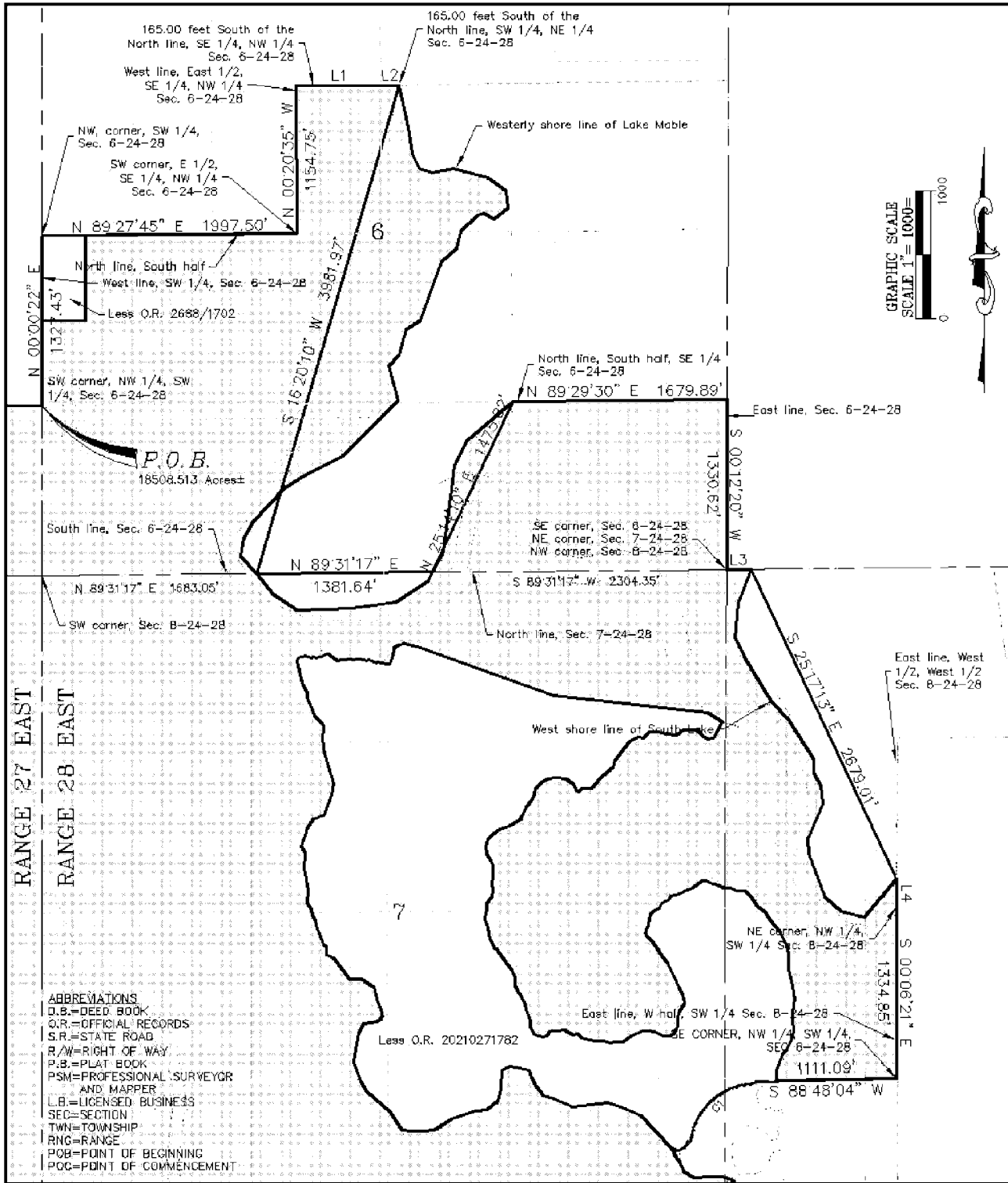
Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32820-1000

SURVEYOR'S NOTE
 CHAPTER 5J-17, F.L.O.R.D.A.
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
 THIS IS NOT A BOUNDARY SURVEY

LEGEND
 REEDY CREEK
 IMPROVEMENT DISTRICT
 BOUNDARY
 NET AREA OF
 LEGAL DESCRIPTION

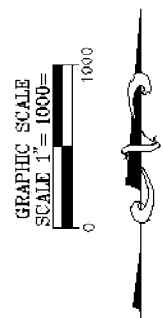
BEARINGS ARE BASED ON THE WEST LINE
 OF THE SW 1/4, OF SEC. 8, TWP. 24 S.,
 RNG. 28 E. AS BEING N 00°00'22" E


	FILING AREA OVERALL	DATE 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY J_LG
	COMMENTS SHEET 1 OF 20 SHEETS	FILE NAME 10JG22053
P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855		



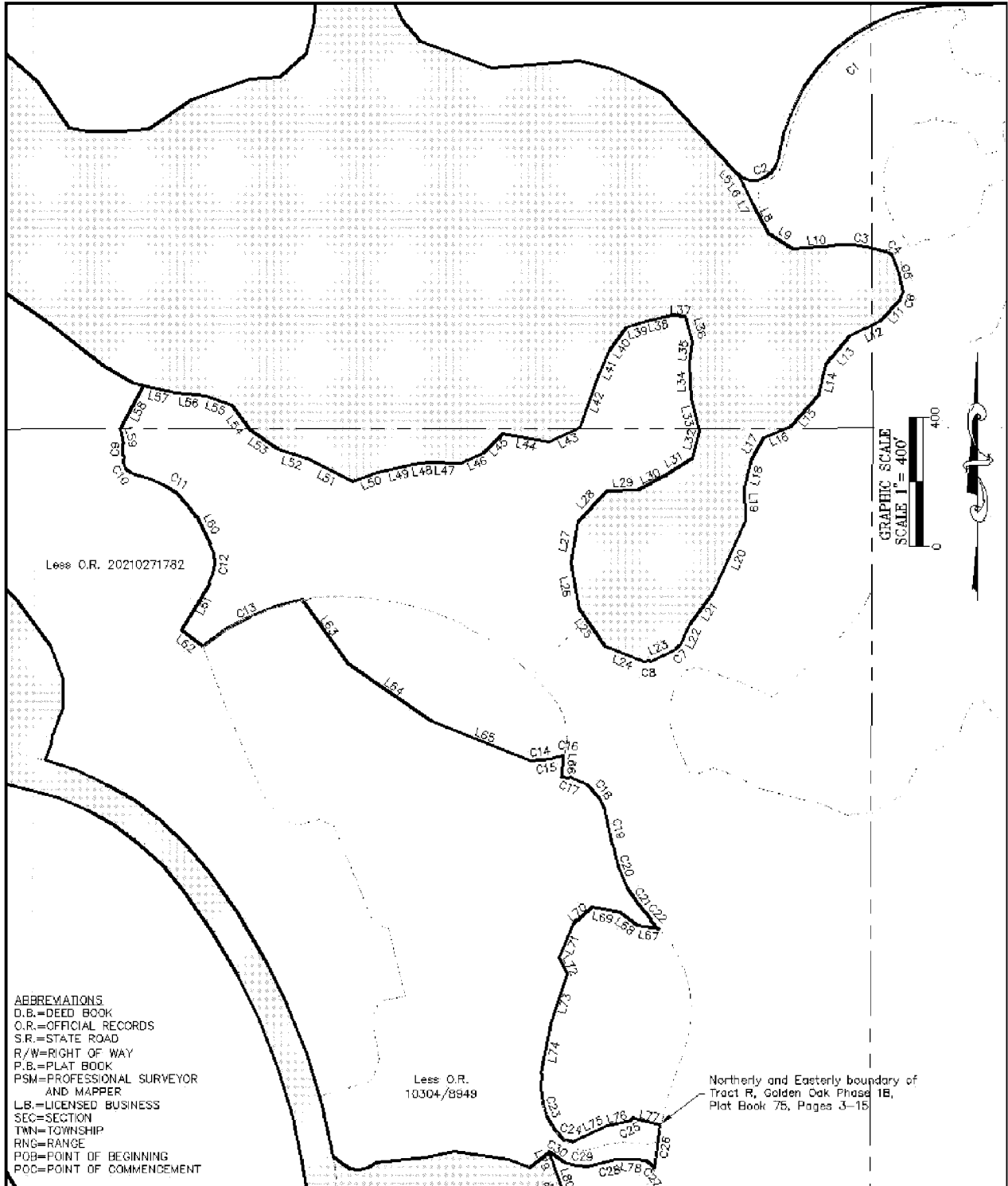
RANGE 27 EAST
 RANGE 28 EAST

ABBREVIATIONS
 D.B. = DEED BOOK
 O.R. = OFFICIAL RECORDS
 S.R. = STATE ROAD
 R/W = RIGHT OF WAY
 P.B. = PLAT BOOK
 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B. = LICENSED BUSINESS
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT



	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 2 OF 20 SHEETS	FILENAME: 10JG22053

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855



Less O.R. 20210271782

Less O.R. 10304/8949

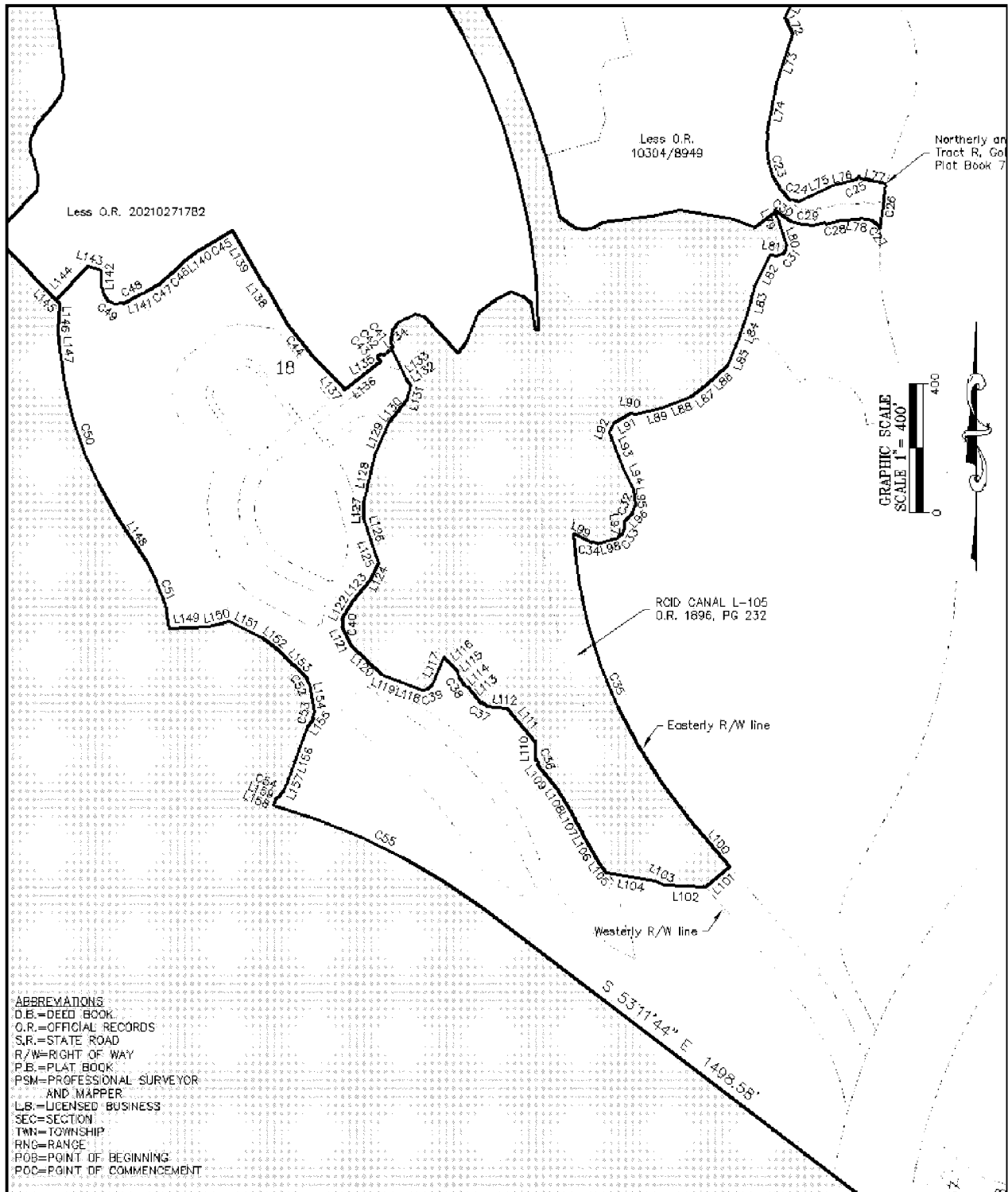
Northerly and Easterly boundary of Tract R, Golden Oak Phase 1B, Plat Book 75, Pages 3-15

ABBREVIATIONS
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 SEC=SECTION
 TWN=TOWNSHIP
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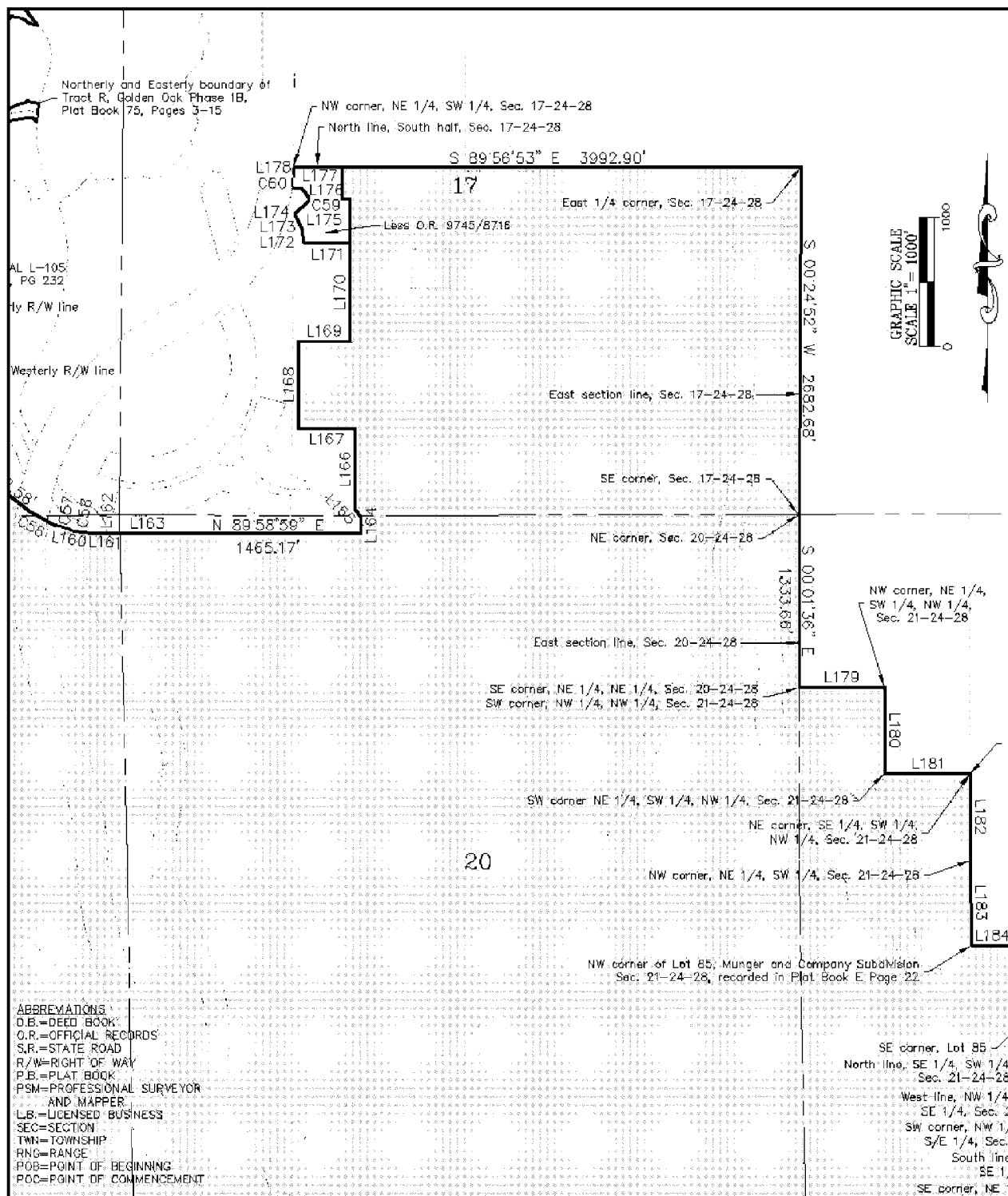
P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-8855

FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 400'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 3 OF 20 SHEETS	FILENAME: 10JG22063




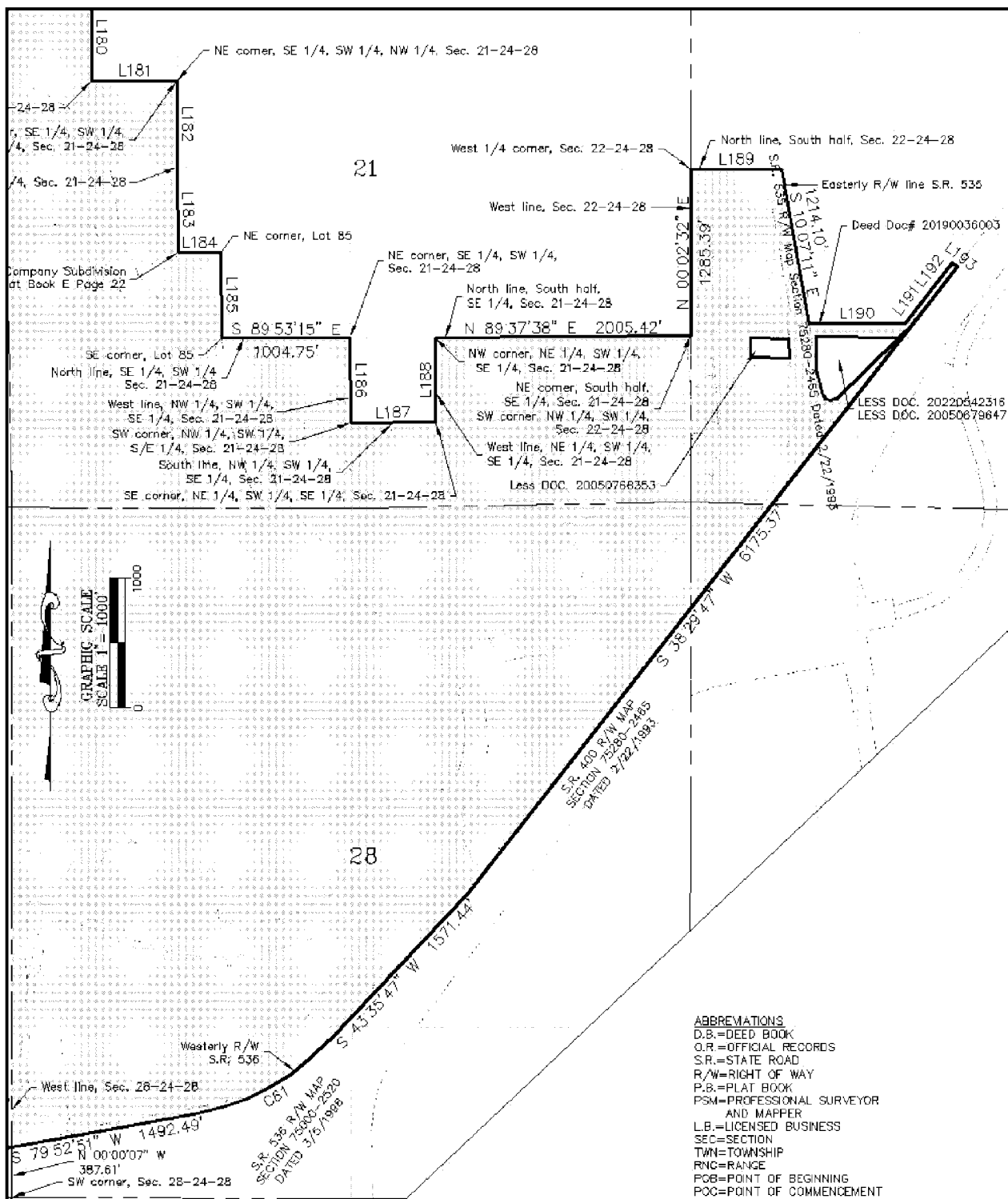
ABBREVIATIONS
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 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-8855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 400'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 4 OF 20 SHEETS	FILENAME: 10JG22053



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 AND MAPPER
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 SEC=SECTION
 TWP=TOWNSHIP
 RNG=RANGE
 P.O.B.=POINT OF BEGINNING
 P.O.C.=POINT OF COMMENCEMENT

 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 5 OF 20 SHEETS	FILENAME: 10JG22053

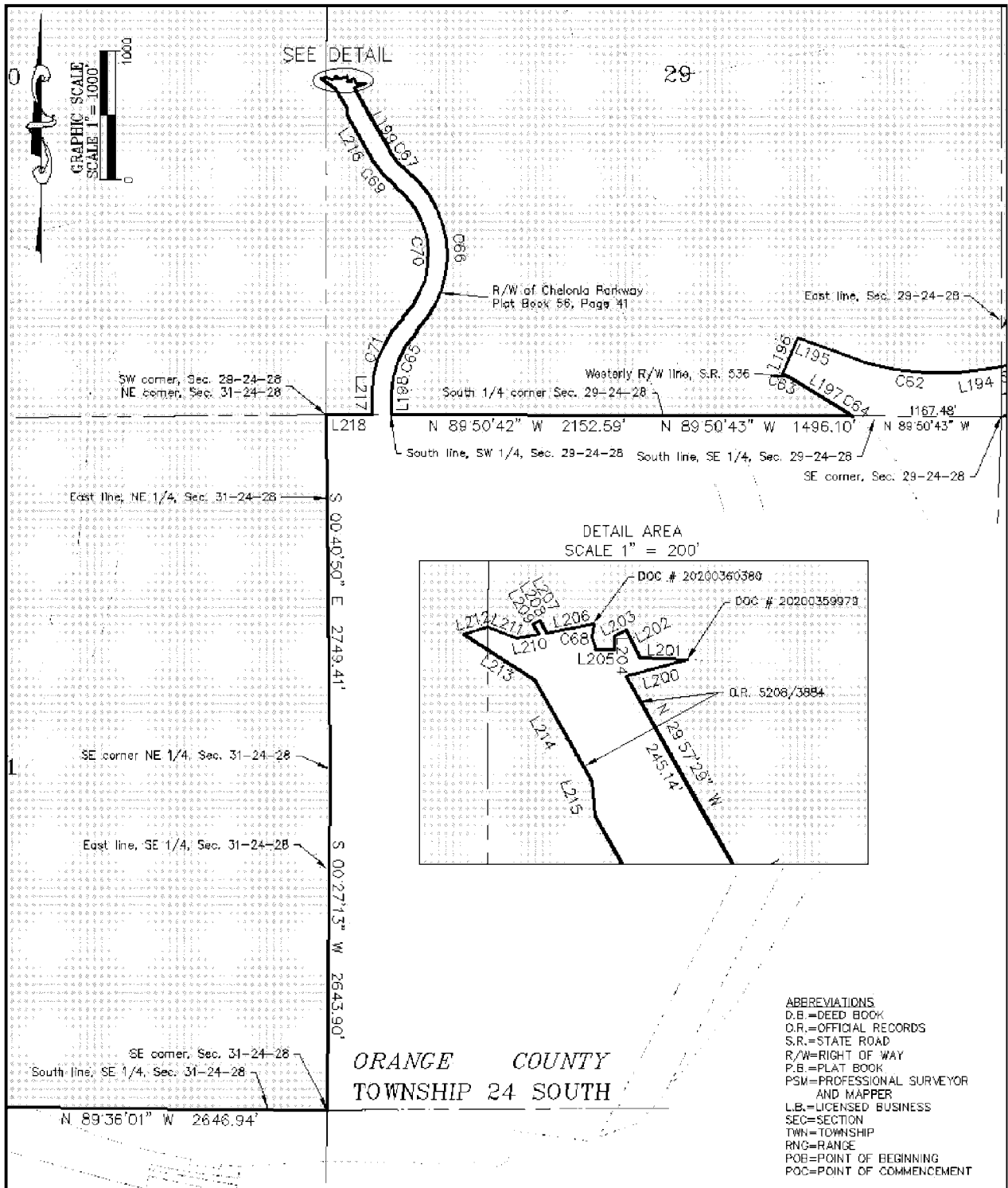


ABBREVIATIONS
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 RNG=RANGE
 PGB=POINT OF BEGINNING
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P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-8855

FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 6 OF 20 SHEETS	FILENAME: 10JG22053



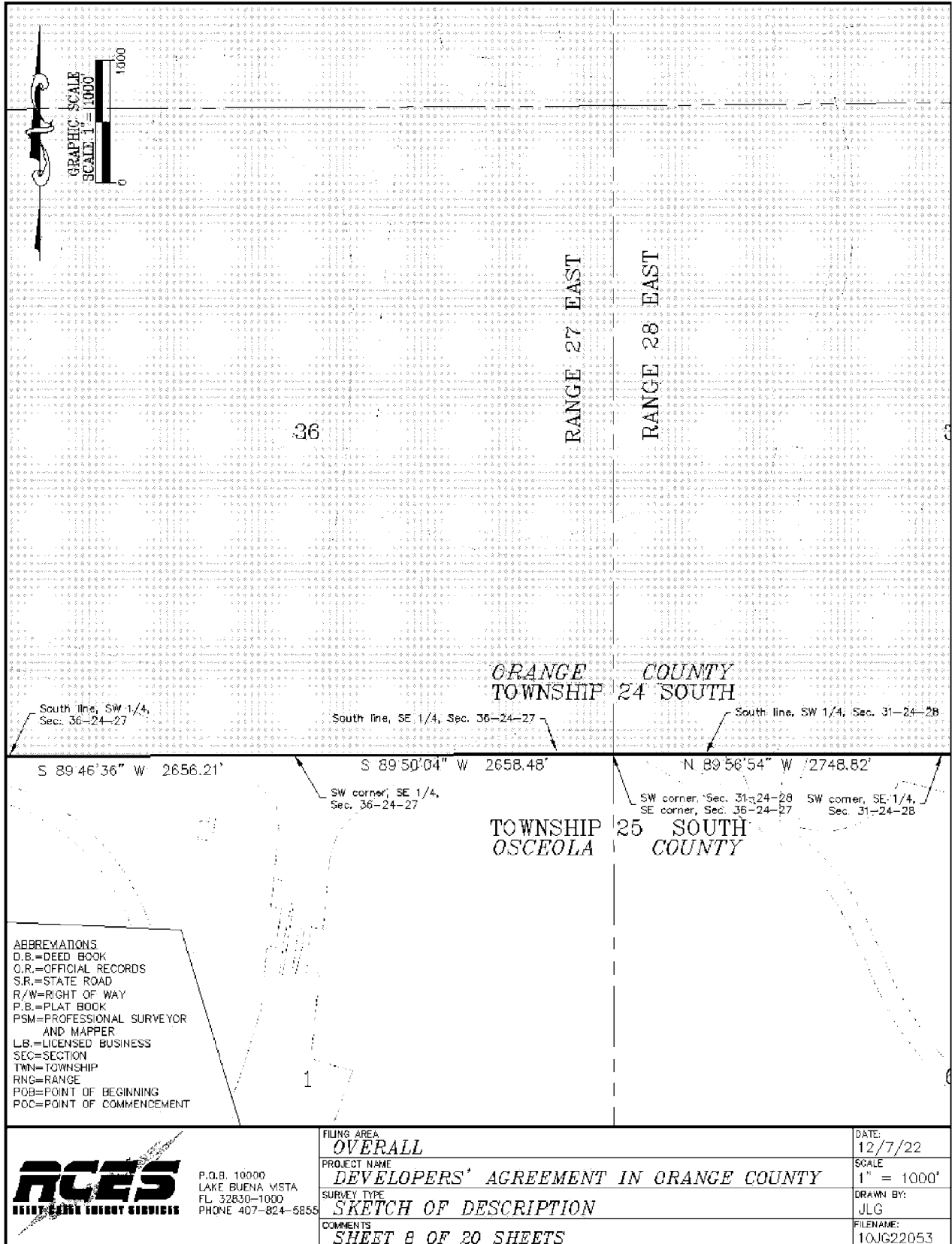
ORANGE COUNTY
 TOWNSHIP 24 SOUTH

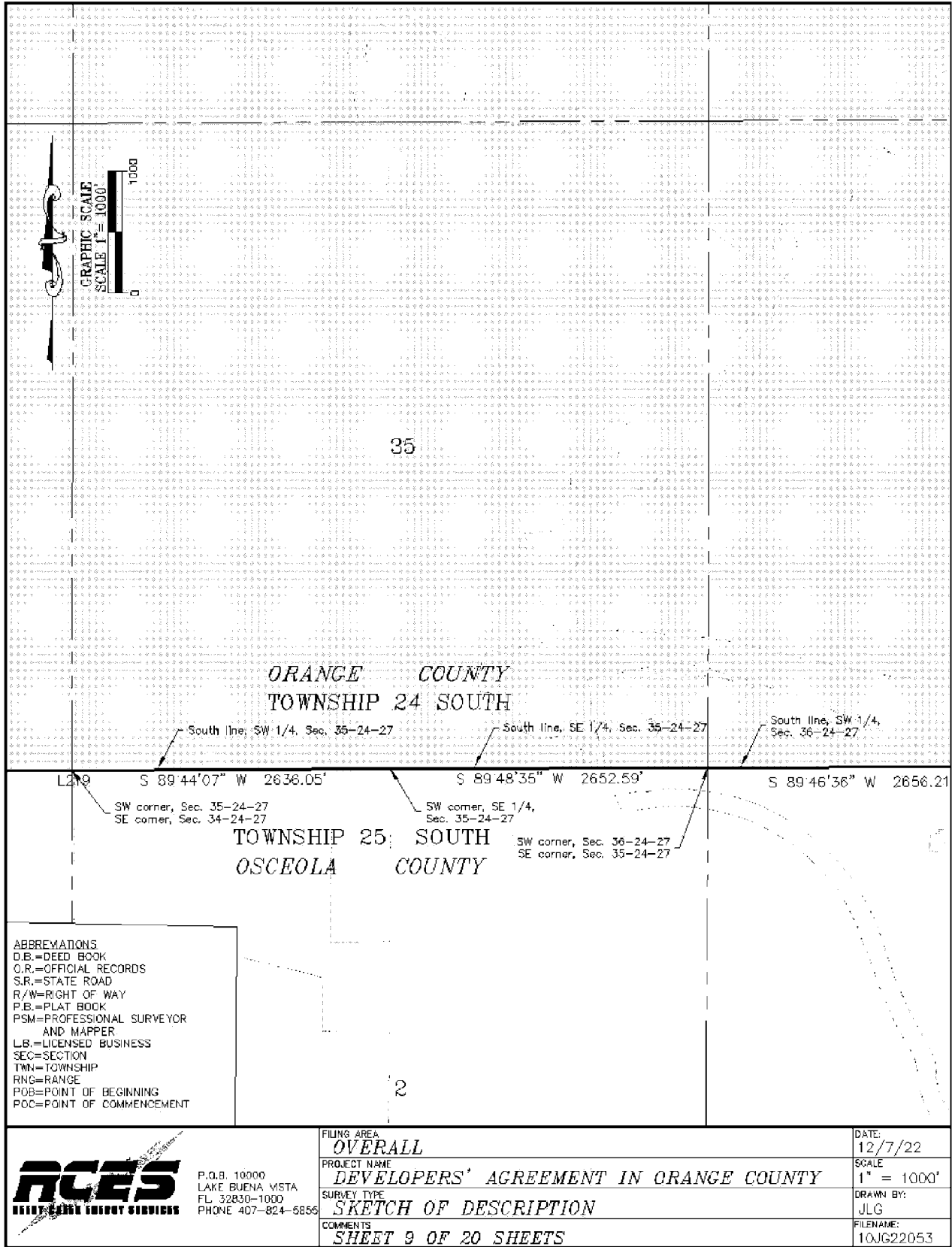
- ABBREVIATIONS
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P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-8855

FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 7 OF 20 SHEETS	FILENAME: 10JG22053



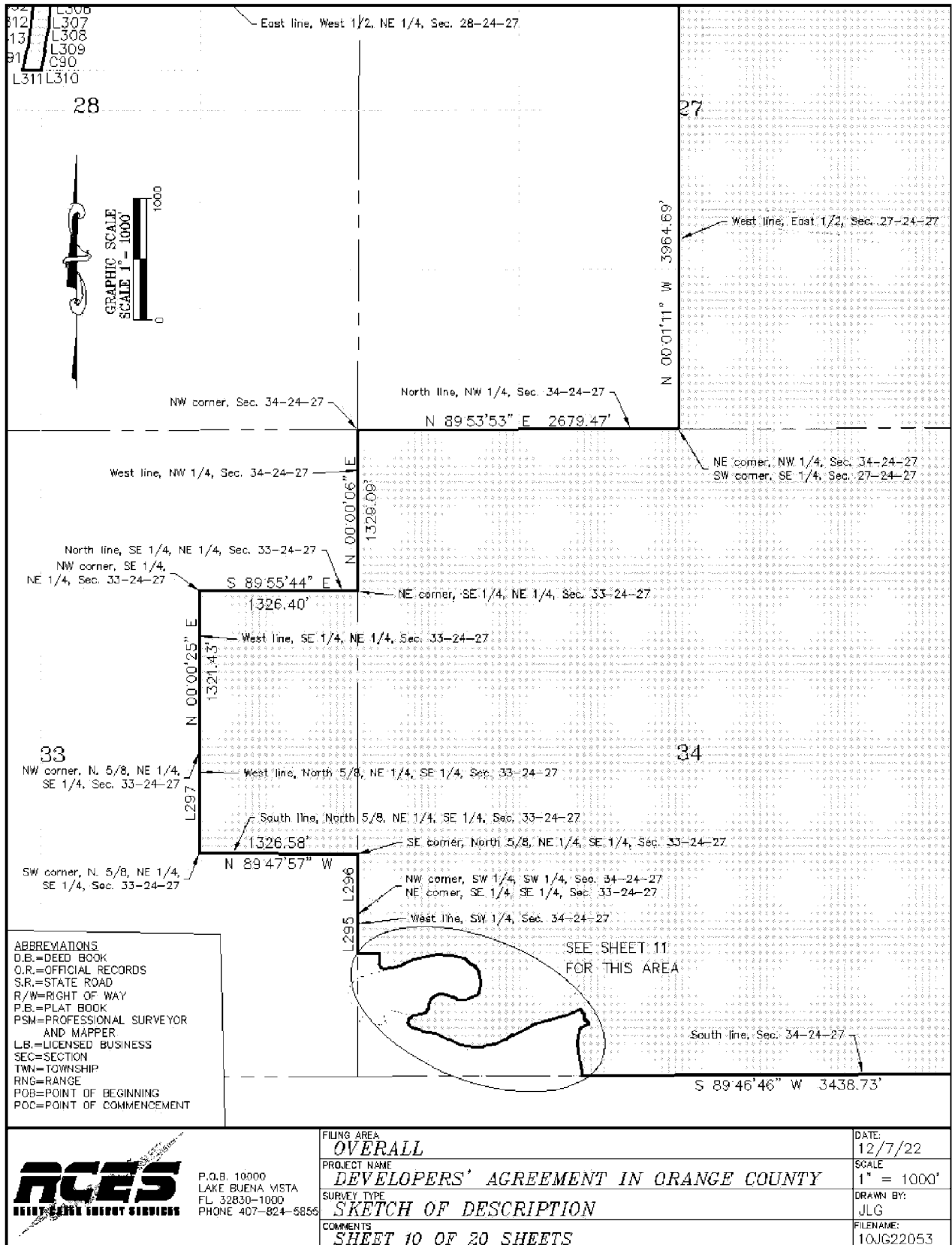


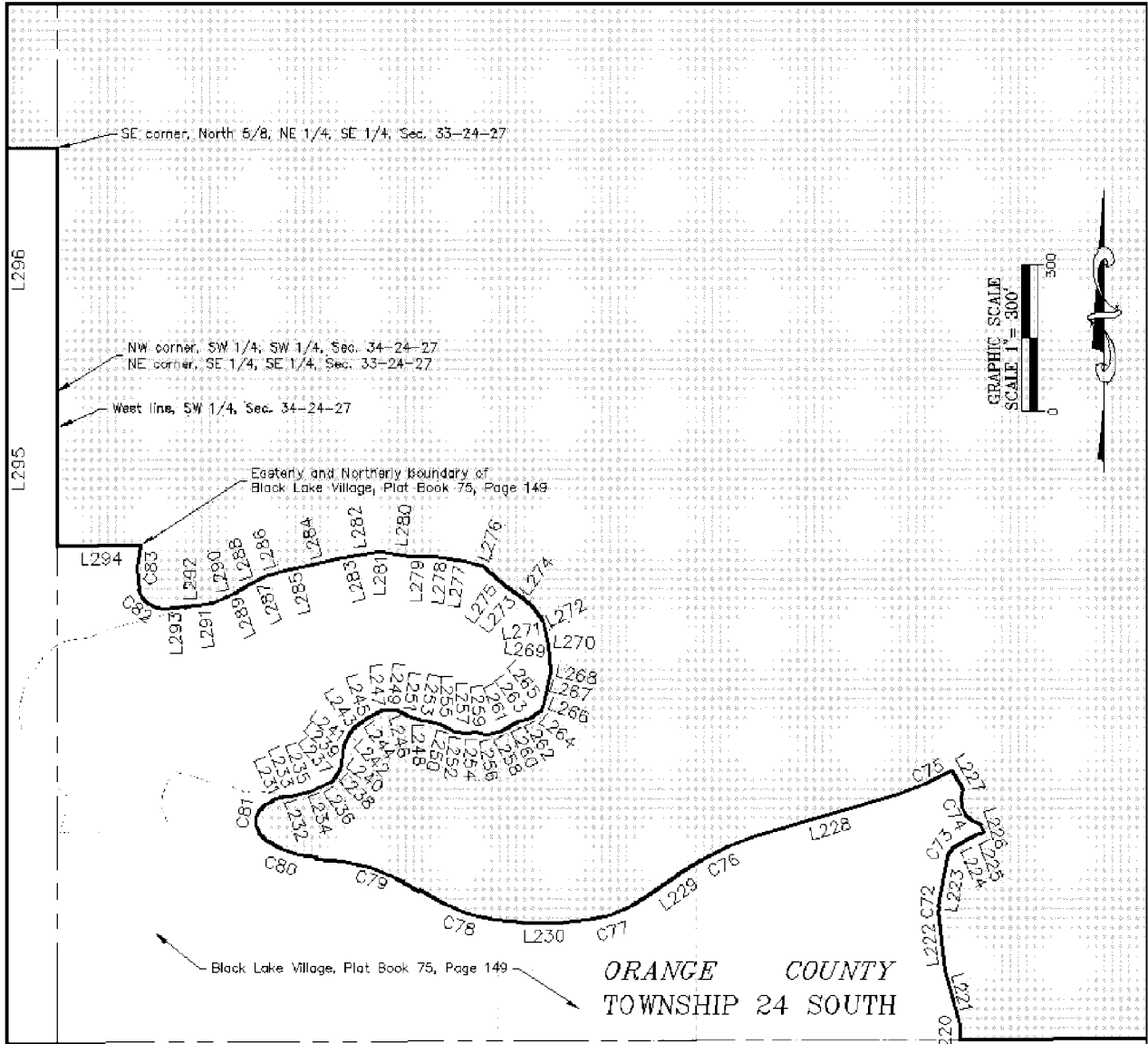
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 R/W=RIGHT OF WAY
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 AND MAPPER
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 SEC=SECTION
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ACES
 SURVEYING & MAPPING SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855


FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 9 OF 20 SHEETS	FILENAME: 10JG22053

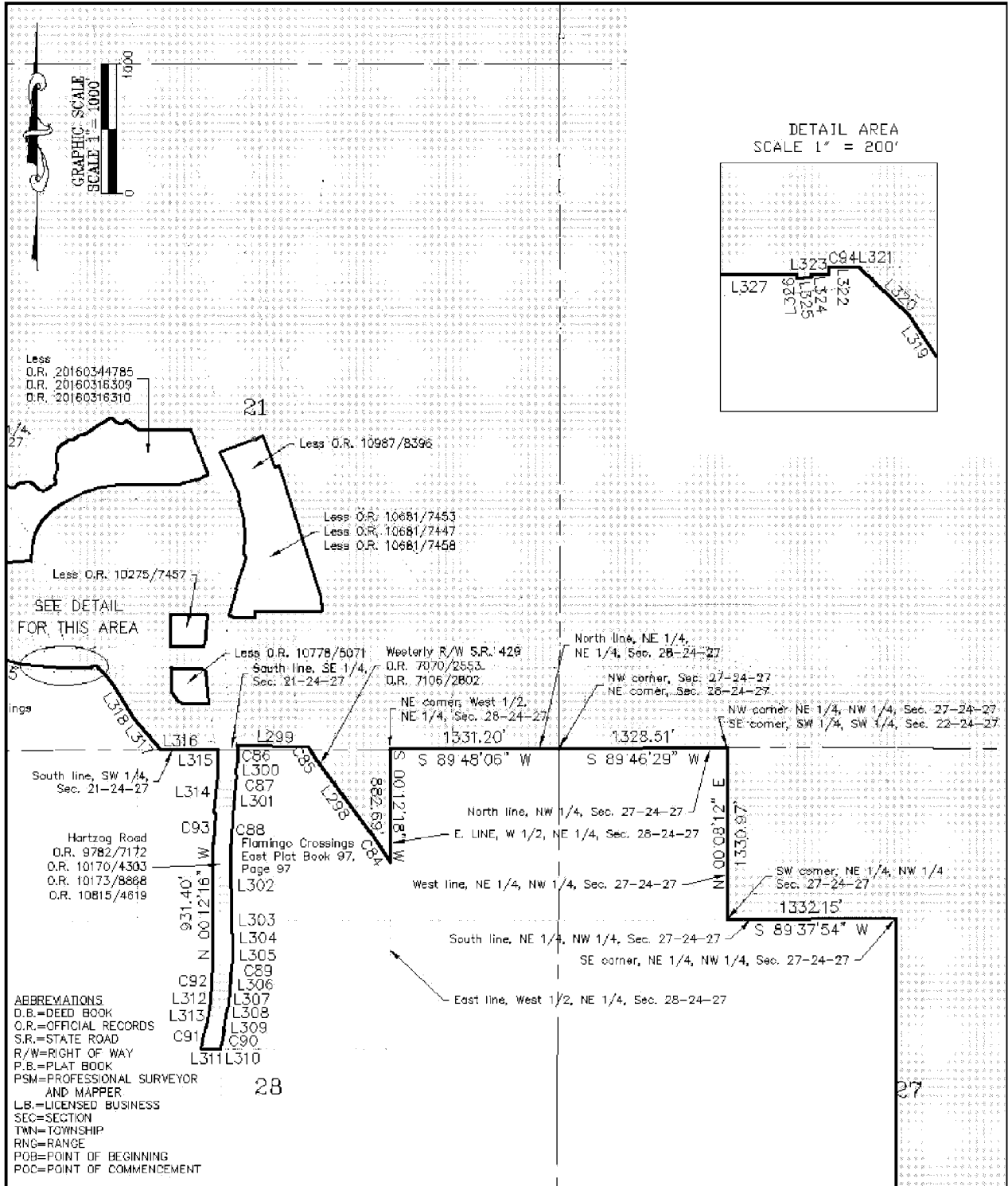




TOWNSHIP 25 SOUTH
 OSCEOLA COUNTY

ABBREVIATIONS
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 SEC=SECTION
 TWP=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT

	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 300'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 11 OF 20 SHEETS	FILENAME: 10JG22053



Less
 O.R. 20160344785
 O.R. 20160316309
 O.R. 20160316310

Less O.R. 10275/7487

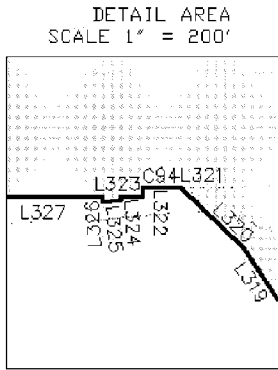
Leas O.R. 10987/8396


Less O.R. 10681/7453
 Less O.R. 10681/7447
 Less O.R. 10681/7458

SEE DETAIL FOR THIS AREA

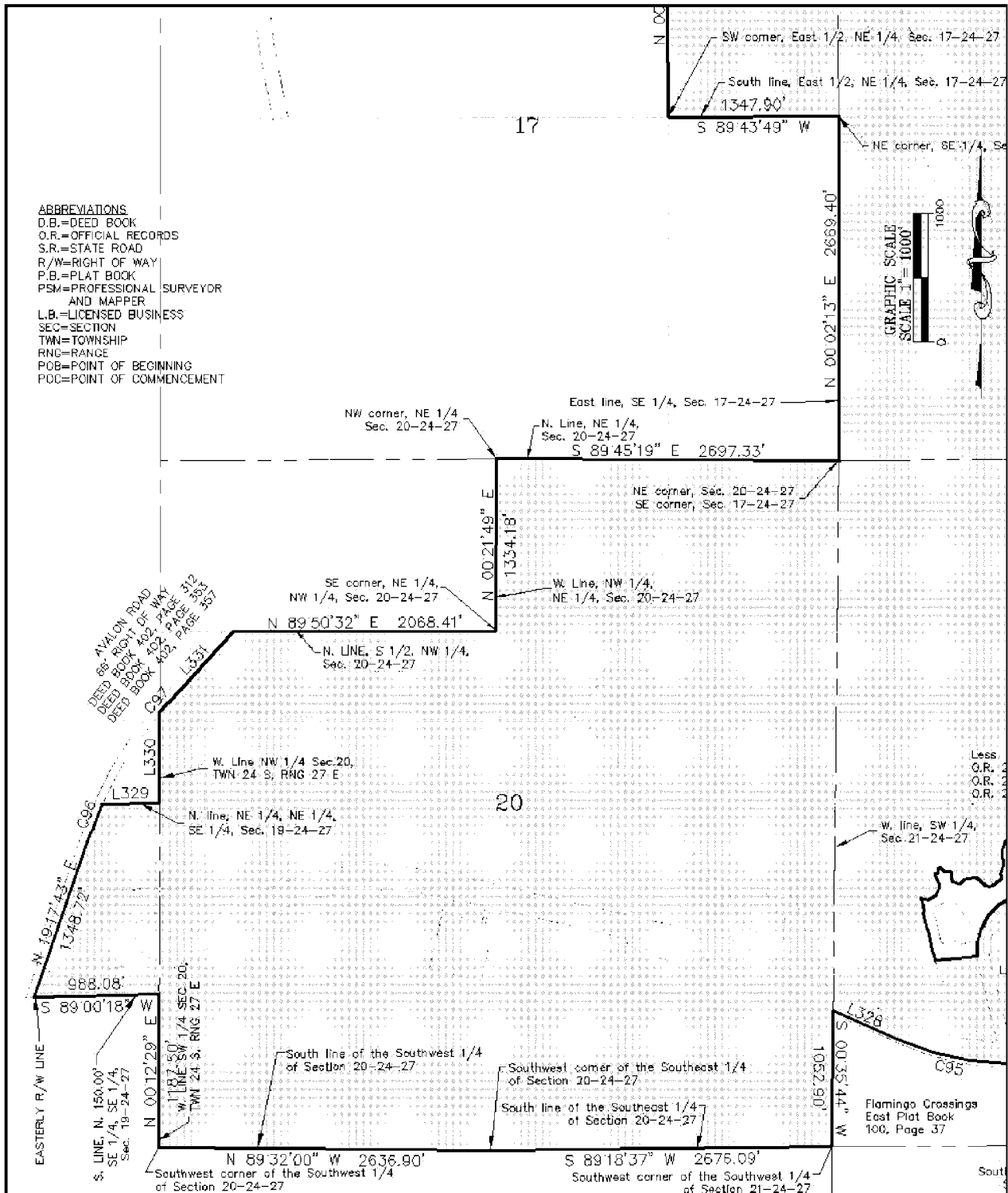
Hartzog Road
 O.R. 9782/7172
 O.R. 10170/4303
 O.R. 10173/8888
 O.R. 10815/4819


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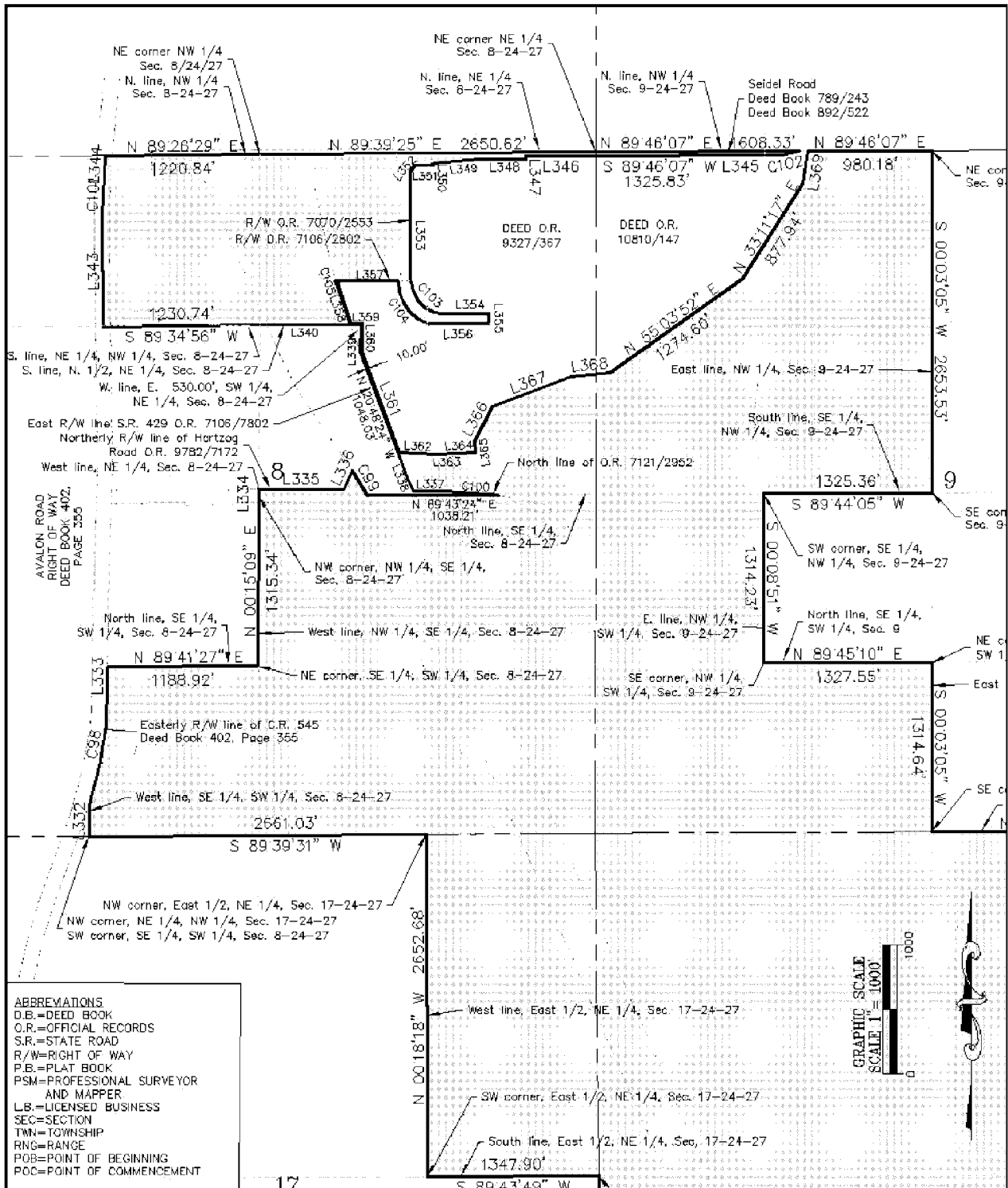


	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE: 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 12 OF 20 SHEETS	FILENAME: 10JG22053

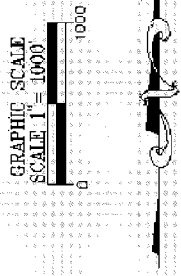
P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-8855




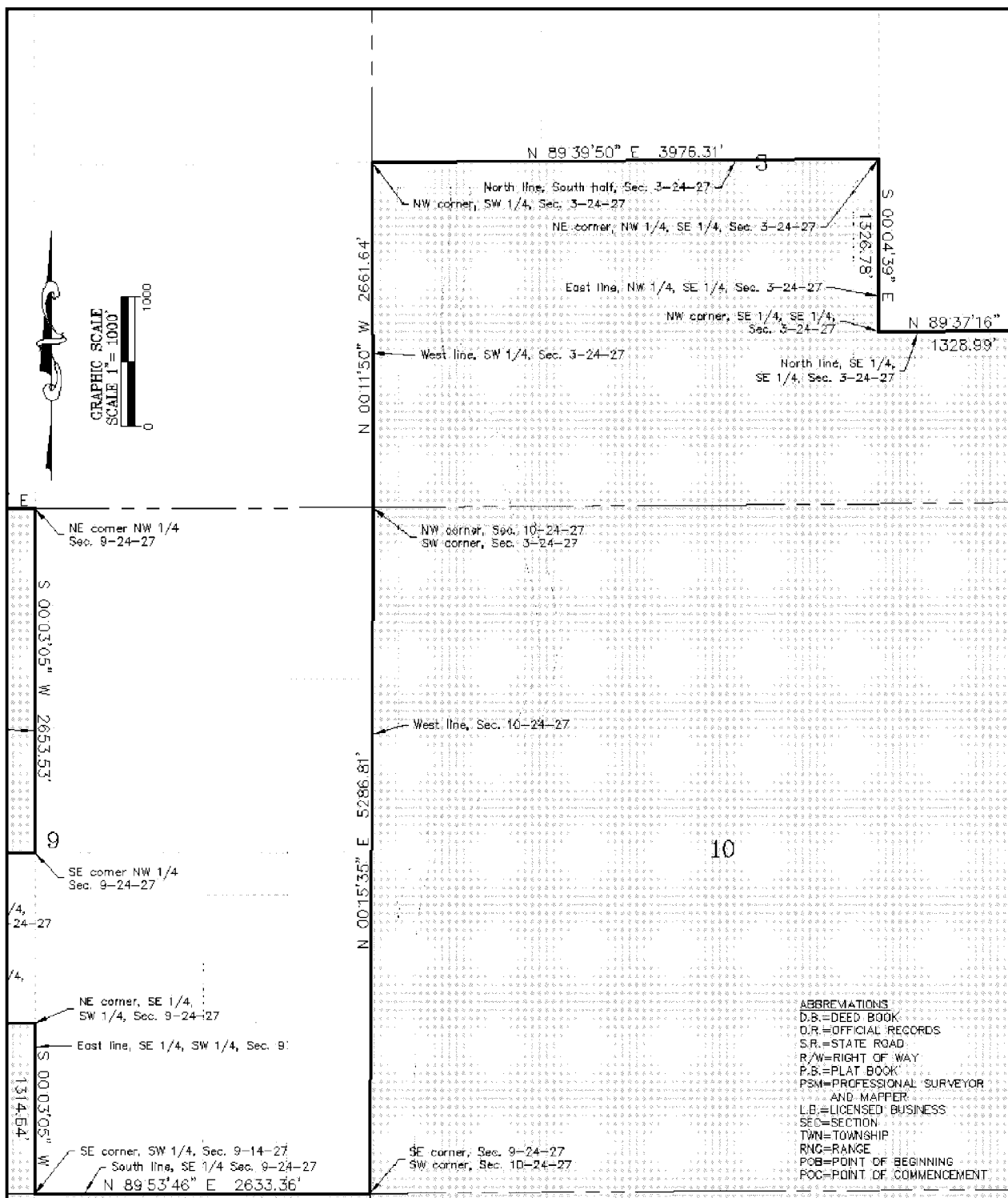
 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-8855</p>	<p>FILING AREA OVERALL</p>	<p>DATE: 12/7/22</p>
	<p>PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY</p>	<p>SCALE 1" = 1000'</p>
	<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLG</p>
	<p>COMMENTS SHEET 13 OF 20 SHEETS</p>	<p>FILENAME: 10JG22053</p>
	<p>LESS: O.R. O.R. O.R.</p>	



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 D.B.=DEED BOOK
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 TWP=TOWNSHIP
 RNG=RANGE
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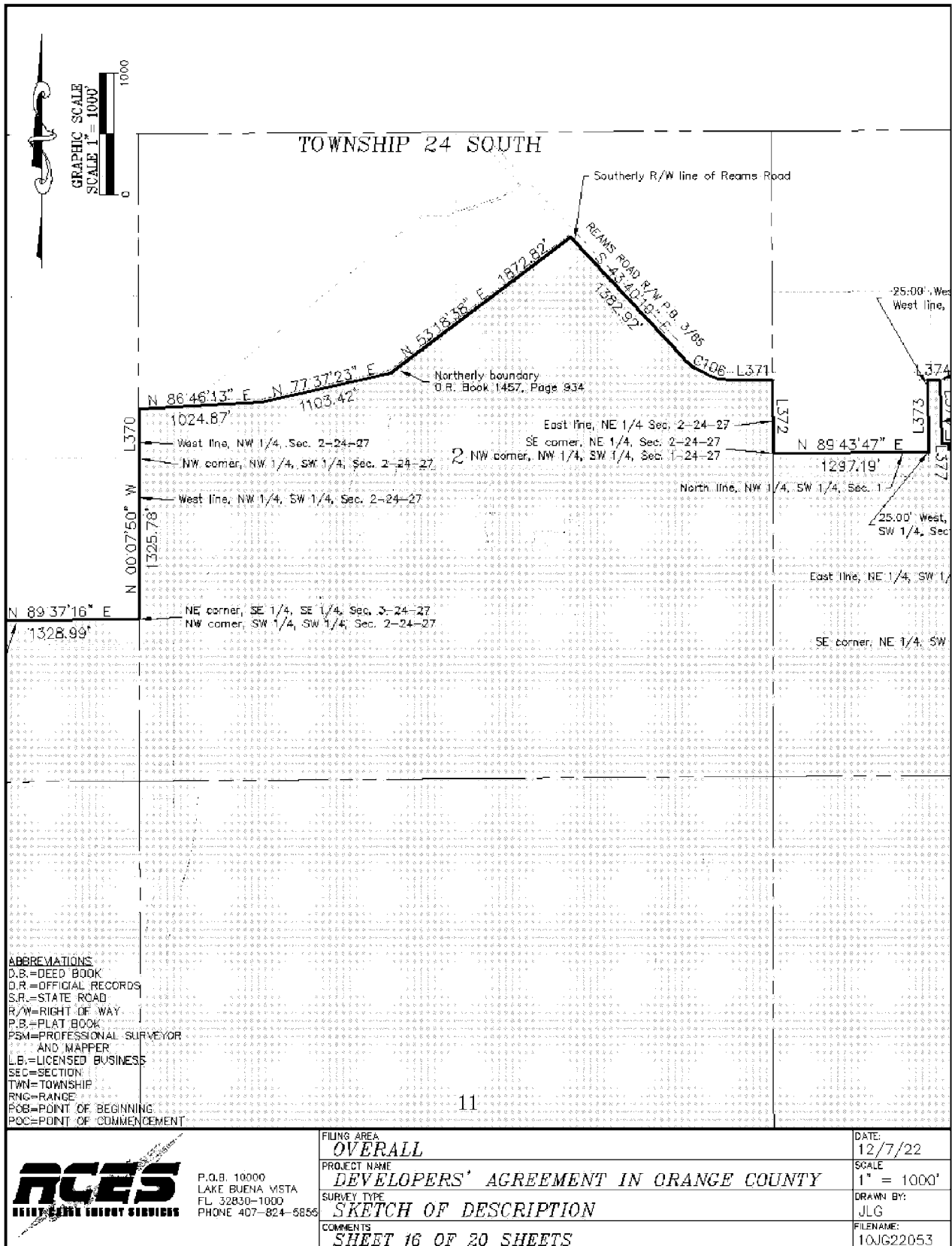
 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 14 OF 20 SHEETS	FILENAME: 10JG22053

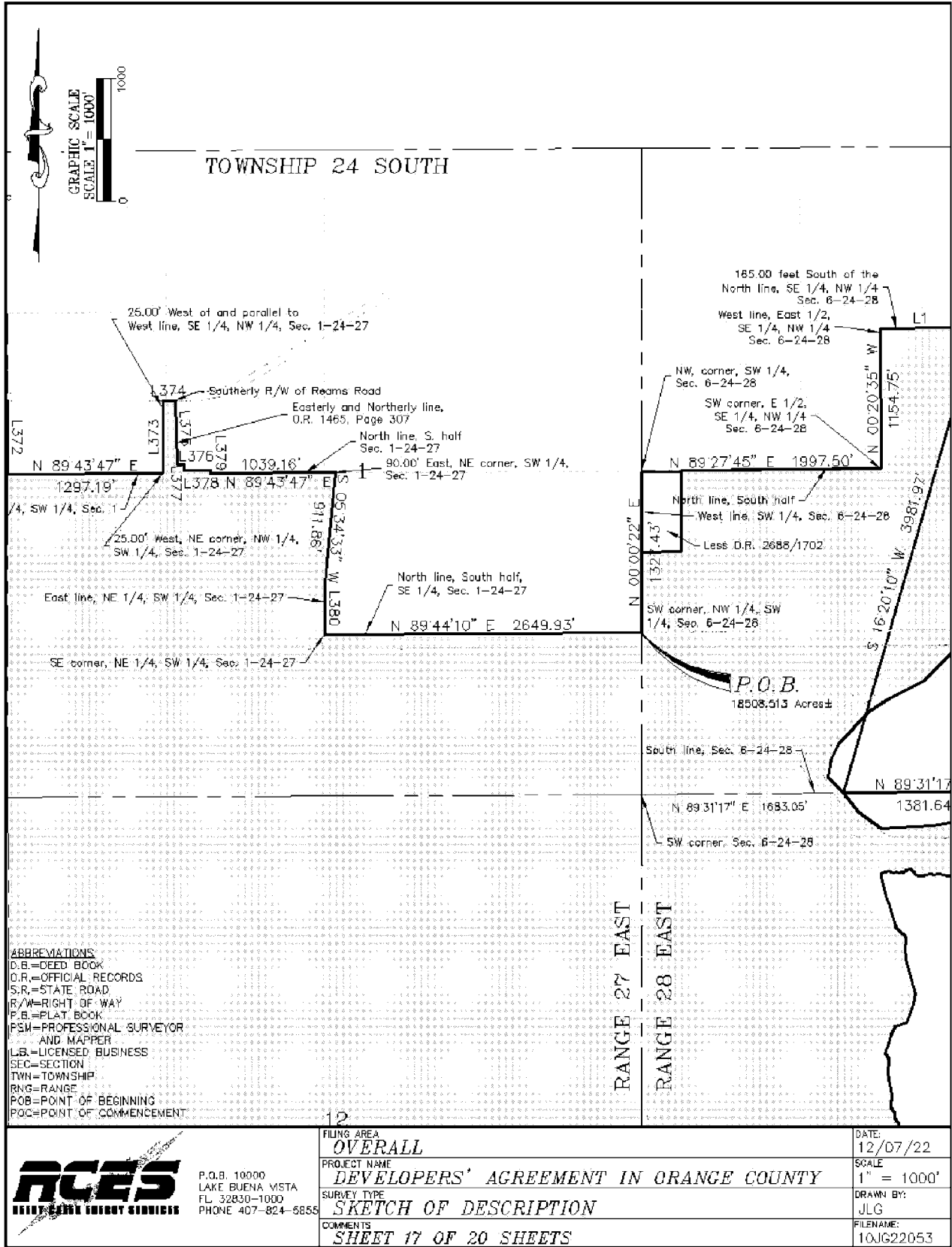


GRAPHIC SCALE
 SCALE 1" = 1000'

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 L.B.=LICENSED BUSINESS
 SEC.=SECTION
 T.WN.=TOWNSHIP
 R.NG.=RANGE
 P.O.B.=POINT OF BEGINNING
 P.O.C.=POINT OF COMMENCEMENT

 <p>ACES SURVEYING & MAPPING 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-8855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 15 OF 20 SHEETS	FILENAME: 10JG22053





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P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

FILING AREA OVERALL	DATE: 12/07/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 17 OF 20 SHEETS	FILENAME: 10JG22053

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 38' 50" E	663.64
L2	N 89° 11' 34" E	148.62
L3	N 89° 21' 03" E	191.58
L4	S 00° 13' 59" W	221.07
L5	S 43° 40' 59" E	16.92
L6	S 34° 38' 41" E	8.13
L7	S 25° 16' 40" E	86.79
L8	S 28° 57' 56" E	106.03
L9	S 58° 01' 53" E	87.73
L10	N 85° 59' 29" E	134.58
L11	S 43° 56' 36" W	91.06
L12	S 64° 40' 37" W	105.25
L13	S 40° 45' 32" W	117.42
L14	S 13° 26' 04" W	97.39
L15	S 42° 14' 20" W	133.97
L16	S 68° 59' 11" W	89.71
L17	S 28° 50' 44" W	77.77
L18	S 14° 52' 47" W	88.32
L19	S 01° 59' 29" E	106.28
L20	S 24° 42' 46" W	241.59
L21	S 36° 55' 50" W	126.64
L22	S 24° 03' 44" W	71.01
L23	S 64° 59' 30" W	91.68
L24	N 68° 30' 58" W	131.37
L25	N 34° 57' 28" W	145.43
L26	N 10° 44' 04" W	144.09
L27	N 10° 34' 18" E	129.55
L28	N 44° 03' 35" E	129.67
L29	N 86° 35' 32" E	100.03
L30	N 62° 48' 18" E	100.08
L31	N 58° 16' 14" E	95.99
L32	N 15° 01' 47" E	86.03
L33	N 14° 30' 32" W	104.94
L34	N 03° 06' 23" W	111.09
L35	N 07° 32' 42" E	68.01
L36	N 15° 14' 13" W	80.67
L37	N 87° 12' 48" W	40.11
L38	S 77° 42' 57" W	84.88
L39	S 74° 44' 47" W	66.79
L40	S 35° 20' 27" W	90.33
L41	S 22° 58' 13" W	87.94
L42	S 20° 05' 22" W	168.18
L43	S 65° 39' 23" W	108.46
L44	N 79° 02' 16" W	146.86
L45	S 44° 41' 24" W	85.24
L46	S 66° 58' 59" W	80.82
L47	N 89° 03' 00" W	96.88
L48	S 84° 18' 13" W	51.79
L49	S 77° 56' 53" W	116.91
L50	S 70° 14' 00" W	84.26
L51	N 63° 52' 48" W	163.26
L52	N 71° 49' 57" W	91.32
L53	N 56° 38' 48" W	106.72
L54	N 37° 38' 37" W	96.72
L55	N 69° 48' 38" W	85.22
L56	N 85° 15' 14" W	95.72
L57	N 76° 56' 11" W	104.56
L58	S 28° 55' 14" W	152.44
L59	S 13° 45' 44" E	47.73
L60	S 28° 03' 11" E	95.35
L61	S 31° 37' 50" W	165.37
L62	S 51° 01' 41" E	83.54
L63	S 35° 59' 30" E	246.14
L64	S 55° 37' 13" E	316.45
L65	S 68° 44' 46" E	336.44
L66	S 03° 57' 40" W	60.74

LINE#	BEARING	DIST.
L67	N 82° 18' 14" W	71.09
L68	N 51° 44' 44" W	65.78
L69	N 80° 24' 25" W	90.39
L70	S 48° 32' 46" W	80.93
L71	S 22° 55' 38" W	113.12
L72	S 27° 19' 16" E	55.45
L73	S 18° 40' 56" W	159.75
L74	S 10° 48' 30" W	160.42
L75	N 65° 28' 07" E	122.36
L76	N 76° 27' 23" E	76.59
L77	S 78° 11' 38" E	85.68
L78	N 83° 24' 11" W	42.54
L79	S 24° 23' 32" E	34.06
L80	S 18° 04' 39" E	78.70
L81	N 82° 09' 40" W	26.47
L82	S 26° 43' 01" W	107.99
L83	S 13° 53' 13" W	84.71
L84	S 20° 06' 37" W	86.21
L85	S 22° 42' 17" W	90.27
L86	S 48° 33' 38" W	93.96
L87	S 51° 48' 05" W	58.47
L88	S 70° 41' 52" W	98.39
L89	S 75° 48' 30" W	82.70
L90	N 82° 22' 12" W	18.57
L91	S 59° 48' 12" W	61.99
L92	S 23° 48' 42" W	31.41
L93	S 21° 34' 58" E	112.96
L94	S 25° 04' 56" E	80.36
L95	S 06° 58' 19" E	51.79
L96	S 47° 18' 54" W	37.10
L97	S 03° 48' 45" E	24.29
L98	S 75° 28' 07" W	70.19
L99	N 63° 15' 30" W	63.09
L100	S 41° 00' 06" E	193.39
L101	S 48° 59' 54" W	100.00
L102	N 87° 15' 41" W	130.57
L103	N 63° 21' 34" W	33.90
L104	N 81° 08' 52" W	154.09
L105	N 39° 33' 00" W	38.53
L106	N 28° 54' 14" W	86.79
L107	N 28° 30' 43" W	101.63
L108	N 32° 36' 46" W	77.00
L109	N 39° 30' 36" W	98.30
L110	N 02° 15' 56" W	56.50
L111	N 39° 36' 59" W	135.27
L112	N 85° 04' 00" W	67.65
L113	N 38° 23' 30" W	64.62
L114	N 64° 16' 04" W	16.33
L115	N 05° 37' 20" W	20.54
L116	N 44° 31' 28" W	62.56
L117	S 23° 42' 54" W	95.95
L118	N 71° 30' 56" W	65.59
L119	N 67° 45' 46" W	71.42
L120	N 47° 09' 12" W	129.61
L121	N 28° 09' 10" W	67.04
L122	N 30° 07' 52" E	66.18
L123	N 41° 27' 39" E	82.62
L124	N 28° 03' 16" E	61.53
L125	N 21° 03' 09" W	47.93
L126	N 17° 13' 11" W	99.26
L127	N 00° 32' 57" E	48.45
L128	N 12° 21' 10" E	151.79
L129	N 23° 46' 35" E	109.94
L130	N 39° 26' 51" E	91.52
L131	N 17° 00' 45" E	45.16
L132	N 34° 56' 26" W	27.03

LINE#	BEARING	DIST.
L133	N 26° 29' 23" W	104.81
L134	S 48° 40' 54" W	30.14
L135	S 38° 34' 51" E	13.88
L136	S 51° 58' 30" W	145.54
L137	N 37° 57' 09" W	16.70
L138	N 37° 56' 18" W	17.87
L139	N 30° 54' 21" W	193.79
L140	S 55° 05' 55" W	58.77
L141	S 72° 04' 54" W	26.78
L142	N 00° 06' 31" W	54.31
L143	N 74° 49' 42" W	43.41
L144	S 44° 47' 41" W	145.43
L145	S 45° 05' 06" E	18.68
L146	S 03° 14' 02" W	84.66
L147	S 05° 12' 38" E	58.35
L148	S 33° 10' 07" E	163.59
L149	N 86° 26' 26" E	126.87
L150	N 76° 15' 46" E	63.89
L151	S 64° 36' 17" E	118.17
L152	S 52° 36' 40" E	63.05
L153	S 45° 16' 16" E	127.88
L154	S 10° 02' 35" E	93.01
L155	S 36° 16' 00" W	28.53
L156	S 20° 23' 46" W	184.90
L157	S 25° 05' 40" W	31.33
L158	S 55° 12' 27" W	19.76
L159	S 18° 42' 59" W	22.23
L160	S 80° 54' 32" E	34.76
L161	S 88° 11' 54" E	77.05
L162	S 89° 29' 03" E	140.11
L163	S 89° 29' 03" E	433.68
L164	N 00° 00' 00" E	131.18
L165	N 45° 00' 00" W	71.68
L166	N 00° 00' 00" E	633.08
L167	N 89° 59' 00" W	445.76
L168	N 00° 27' 46" E	673.19
L169	S 89° 58' 17" E	398.81
L170	N 00° 00' 00" E	753.74
L171	N 90° 00' 00" W	362.43
L172	N 05° 16' 59" W	106.23
L173	N 26° 33' 54" W	135.35
L174	N 47° 32' 44" E	146.69
L175	N 11° 28' 34" E	24.04
L176	N 40° 40' 48" W	82.81
L177	N 90° 00' 00" W	73.87
L178	N 00° 16' 44" E	0.50
L179	N 89° 57' 37" E	670.11
L180	S 00° 08' 32" E	668.06
L181	S 89° 55' 30" E	671.45
L182	S 00° 15' 27" E	669.41
L183	S 00° 44' 42" E	656.38
L184	S 89° 51' 01" E	335.66
L185	S 00° 40' 49" E	656.31
L186	S 00° 29' 10" E	655.63
L187	N 89° 20' 56" E	666.99
L188	N 00° 21' 22" W	652.39
L189	N 89° 50' 49" E	714.94
L190	N 89° 37' 24" E	749.86
L191	N 38° 29' 47" E	22.59
L192	N 38° 29' 47" E	576.34
L193	S 51° 31' 36" E	50.00
L194	S 79° 52' 53" W	95.47
L195	N 69° 59' 50" W	311.61
L196	S 23° 29' 47" W	304.91
L197	S 58° 56' 26" E	509.41
L198	N 00° 00' 00" E	163.29



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FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 18 OF 20 SHEETS	FILENAME: 10JG22053

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L199	N 30°00'00" W	326.45	L264	N 48°30'29" E	7.40	L329	N 88°44'55" E	459.61
L200	N 74°50'28" E	100.11	L265	N 29°59'26" E	8.68	L330	N 00°13'41" E	708.14
L201	N 87°20'49" W	74.69	L266	N 13°42'55" E	39.82	L331	N 43°21'56" E	753.57
L202	N 27°09'24" W	47.56	L267	N 10°06'24" E	32.03	L332	N 00°24'44" E	242.11
L203	S 63°22'25" W	20.69	L268	N 01°43'31" W	29.22	L333	N 00°39'25" W	141.86
L204	S 00°00'00" E	20.42	L269	N 05°37'39" W	26.82	L334	N 00°14'57" E	50.00
L205	N 90°00'00" W	30.04	L270	N 12°01'53" W	42.36	L335	N 89°43'25" E	671.30
L206	S 79°56'22" W	74.35	L271	N 21°06'43" W	7.72	L336	N 23°57'49" E	158.82
L207	N 30°03'16" W	21.84	L272	N 36°50'10" W	37.65	L337	S 89°43'24" W	258.73
L208	S 59°56'44" W	12.14	L273	N 47°37'33" W	25.00	L338	N 21°29'36" W	110.97
L209	S 30°03'16" E	17.42	L274	N 56°19'26" W	44.83	L339	N 00°08'24" E	211.55
L210	S 79°56'22" W	34.35	L275	N 49°30'53" W	55.06	L340	S 89°41'25" W	797.83
L211	N 69°28'35" W	49.22	L276	N 59°47'57" W	8.89	L343	N 00°39'25" W	853.44
L212	S 74°41'50" W	40.22	L277	N 72°21'36" W	36.00	L344	N 05°00'31" E	152.48
L213	S 57°06'40" E	133.74	L278	N 82°08'10" W	65.71	L345	S 89°46'01" W	139.26
L214	S 30°00'00" E	180.00	L279	S 89°42'01" W	51.60	L346	S 89°39'24" W	554.03
L215	S 06°15'02" E	54.63	L280	N 80°08'53" W	56.11	L347	S 00°20'32" E	20.00
L216	S 30°00'00" E	408.17	L281	N 89°26'00" W	8.09	L348	S 89°39'28" W	363.61
L217	S 00°00'00" E	162.89	L282	S 81°14'14" W	46.34	L349	S 84°38'15" W	372.03
L218	N 89°50'42" W	360.99	L283	S 78°42'25" W	40.49	L350	S 00°20'32" E	14.94
L219	S 89°44'07" W	25.00	L284	S 77°43'02" W	63.74	L351	S 89°40'22" W	138.87
L220	N 00°13'59" W	29.01	L285	S 79°09'43" W	47.65	L352	S 42°20'36" W	55.11
L221	N 14°42'28" W	114.62	L286	S 72°48'44" W	44.03	L353	S 00°03'00" W	857.17
L222	N 06°53'49" W	123.97	L287	S 63°14'34" W	42.60	L354	N 89°41'19" E	364.69
L223	N 09°42'37" E	104.21	L288	S 57°48'39" W	28.70	L355	S 00°18'35" E	80.00
L224	N 61°06'48" E	53.88	L289	S 64°21'00" W	20.44	L356	S 89°41'25" W	481.37
L225	N 71°34'02" E	17.56	L290	S 67°06'48" W	29.21	L357	S 89°41'15" W	483.83
L226	N 18°25'51" W	18.21	L291	S 83°28'20" W	29.99	L358	S 20°48'24" E	96.16
L227	N 31°47'40" W	44.69	L292	S 83°04'31" W	27.06	L359	N 89°41'25" E	83.88
L228	S 74°09'08" W	308.68	L293	S 84°19'19" W	42.81	L360	S 00°08'24" W	219.78
L229	S 54°04'10" W	67.69	L294	S 89°52'10" W	174.16	L361	S 20°48'24" E	836.45
L230	N 89°59'58" W	83.84	L295	N 00°00'19" E	313.89	L362	S 87°25'27" E	291.32
L231	N 76°19'21" E	28.14	L296	N 00°00'19" E	498.35	L363	N 88°48'53" E	166.97
L232	S 89°22'47" E	9.24	L297	N 00°00'31" E	835.26	L364	N 86°44'00" E	142.45
L233	N 75°08'23" E	42.15	L298	N 37°06'36" W	690.17	L365	N 06°27'19" W	91.16
L234	N 66°44'45" E	45.92	L299	N 88°48'31" W	555.60	L366	N 28°52'42" E	302.51
L235	N 58°10'56" E	7.13	L300	S 00°27'57" W	105.56	L367	N 69°30'43" E	659.82
L236	N 40°00'00" E	8.68	L301	S 06°07'41" W	311.81	L368	N 84°17'43" E	306.52
L237	N 28°21'12" E	21.50	L302	S 00°12'16" E	702.26	L369	N 08°37'23" E	258.89
L238	N 19°11'06" E	7.97	L303	S 23°02'00" E	19.33	L370	N 00°07'43" W	400.13
L239	N 05°44'49" E	22.07	L304	S 00°12'16" E	198.27	L371	N 89°58'50" E	341.61
L240	N 09°37'03" E	18.85	L305	S 14°29'10" W	29.80	L372	S 00°19'24" E	603.75
L241	N 28°18'59" E	25.32	L306	S 08°05'57" W	46.90	L373	N 00°12'21" W	598.76
L242	N 39°33'24" E	18.56	L307	N 81°54'04" W	10.00	L374	N 89°56'46" E	100.00
L243	N 51°48'12" E	17.01	L308	S 08°05'57" W	154.78	L375	S 02°04'12" E	523.43
L244	N 53°20'03" E	12.93	L309	S 81°54'04" E	5.50	L376	N 89°43'40" E	52.00
L245	N 67°23'56" E	18.89	L310	S 00°07'03" W	13.59	L377	S 00°12'21" E	49.00
L246	N 61°31'34" E	16.11	L311	N 89°54'54" W	160.89	L378	N 89°43'41" E	229.00
L247	N 85°31'20" E	16.65	L312	S 81°54'03" E	5.50	L379	S 00°12'25" E	26.23
L248	S 84°27'04" E	14.79	L313	N 08°05'57" E	201.68	L380	S 00°05'18" E	420.00
L249	S 66°07'30" E	25.25	L314	N 06°07'41" E	291.80			
L250	S 70°01'08" E	21.22	L315	N 00°07'03" E	196.68			
L251	S 76°11'40" E	28.29	L316	S 89°49'36" W	453.70			
L252	S 81°04'45" E	15.99	L317	N 40°17'32" W	323.52			
L253	S 63°15'14" E	32.58	L318	N 32°21'38" W	271.63			
L254	S 71°35'23" E	7.28	L319	N 34°30'31" W	120.76			
L255	S 83°45'15" E	20.77	L320	N 46°26'37" W	108.80			
L256	N 86°06'18" E	21.64	L321	S 89°49'14" W	28.71			
L257	S 75°49'09" E	17.31	L322	S 00°10'31" E	11.26			
L258	S 87°55'16" E	10.48	L323	S 89°49'29" W	28.35			
L259	N 72°43'50" E	26.75	L324	S 04°02'58" E	4.66			
L260	N 60°42'21" E	36.44	L325	S 86°05'06" W	22.85			
L261	N 77°16'53" E	19.62	L326	N 03°54'54" W	6.14			
L262	N 68°37'24" E	7.52	L327	S 89°49'29" W	173.97			
L263	N 57°06'15" E	21.62	L328	N 66°04'53" W	548.81			




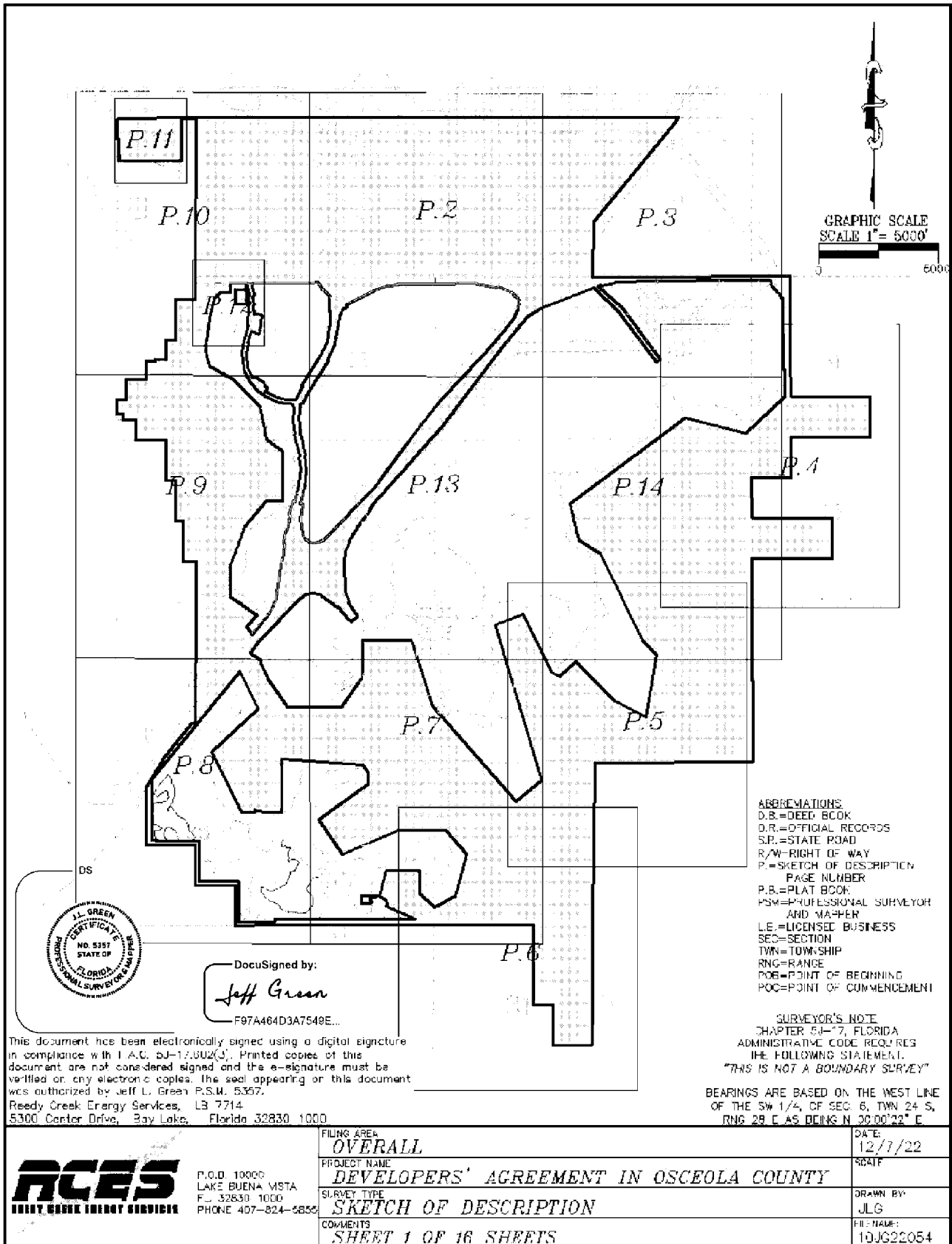
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PHONE 407-824-5856

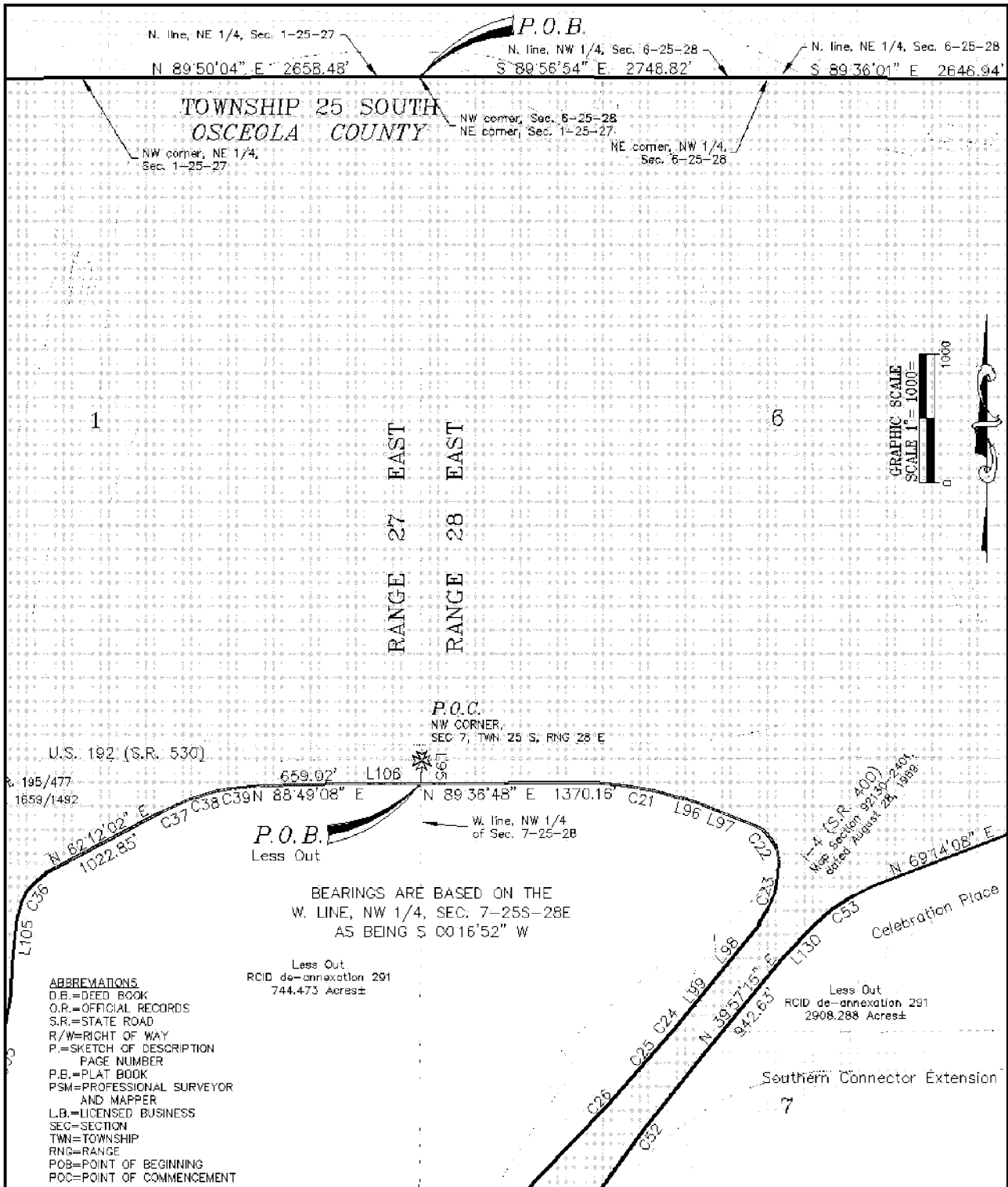
FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 19 OF 20 SHEETS	FILENAME: 10JG22053

CURVE TABLE


CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.	CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	545.08	81°15'08"	772.99		C57	513.39	13°13'42"	118.53	
C2	80.00	128°43'50"	179.74		C58	1109.03	07°17'21"	141.09	
C3	425.00	23°29'59"	174.31		C59	15.00	52°09'22"	13.65	
C4	15.00	46°20'48"	12.13		C60	1396.50	06°53'10"	167.84	N 07°09'56"
C5	425.00	16°33'54"	122.87		C61	1809.88	37°37'38"	1188.59	S 42°29'48"
C6	25.00	51°32'25"	22.49		C62	2191.83	32°28'09"	1242.10	
C7	25.00	40°55'45"	17.86		C63	11402.16	00°29'43"	98.56	S 65°33'17"
C8	25.00	46°29'32"	20.29		C64	900.00	02°31'40"	39.70	
C9	75.00	30°06'13"	39.41		C65	675.00	45°40'47"	538.15	
C10	45.00	99°54'55"	78.47		C66	825.00	98°34'08"	1419.29	
C11	250.00	55°31'16"	242.26		C67	500.84	22°53'21"	200.08	
C12	125.00	59°41'01"	130.21		C68	48.00	47°40'00"	39.93	N 29°07'51"
C13	676.49	29°43'07"	350.89	N 50°17'44"	C69	650.84	22°53'21"	260.00	
C14	399.38	09°53'41"	68.97	N 79°13'56"	C70	675.00	98°34'08"	1161.24	
C15	137.63	14°21'49"	34.50		C71	825.00	45°40'47"	657.74	
C16	344.38	04°15'11"	25.56	S 86°02'20"	C72	25.00	16°36'26"	7.25	
C17	132.00	26°04'01"	60.05		C73	25.00	51°24'11"	22.43	
C18	184.37	31°44'00"	102.11	S 49°44'21"	C74	50.00	106°48'50"	93.21	N 80°45'36"
C19	679.36	08°51'48"	105.09		C75	436.00	15°56'47"	121.35	S 58°12'21"
C20	437.18	18°37'07"	142.06		C76	514.00	20°05'00"	180.17	
C21	395.25	18°13'39"	125.74		C77	315.00	35°55'53"	197.54	
C22	645.09	03°21'33"	37.82		C78	381.00	34°07'58"	226.97	
C23	223.65	59°02'33"	230.47		C79	384.88	34°00'28"	228.44	
C24	25.00	64°33'48"	28.17	S 49°58'05"	C80	185.00	35°39'45"	115.15	
C25	25.00	25°14'16"	11.01		C81	47.00	130°32'06"	107.08	
C26	1010.00	07°58'42"	140.64	S 11°48'22"	C82	50.00	83°36'01"	72.95	
C27	25.00	87°13'52"	38.06	N 03°49'41"	C83	188.00	27°45'45"	91.10	
C28	221.37	29°07'38"	112.54		C84	2204.09	07°27'37"	286.99	N 29°38'58"
C29	132.76	48°16'12"	111.85		C85	808.57	09°35'40"	135.40	N 38°37'50"
C30	234.18	14°51'36"	60.74	N 64°15'37"	C86	1010.00	02°00'23"	35.37	S 05°42'00"
C31	25.00	115°40'49"	50.48	S 17°50'29"	C87	899.35	05°39'43"	88.87	
C32	25.00	54°17'13"	23.69		C88	2004.50	06°19'57"	221.54	
C33	25.00	79°16'52"	34.59		C89	2162.49	07°53'08"	297.62	S 00°12'49"
C34	25.00	41°16'24"	18.01		C90	1175.00	07°00'25"	143.70	S 08°05'57"
C35	1505.50	37°08'46"	976.05	S 03°51'20"	C91	1025.00	10°07'39"	181.18	N 18°13'36"
C36	25.00	37°14'40"	16.25		C92	2013.49	08°18'12"	291.80	
C37	25.00	46°40'29"	20.37		C93	2153.50	06°19'57"	238.01	
C38	25.00	58°38'45"	25.59		C94	934.00	01°05'30"	17.79	
C39	25.00	84°46'10"	36.99		C95	2158.53	24°05'38"	907.70	
C40	25.00	58°17'03"	25.43		C96	2832.01	04°49'44"	238.69	N 19°16'05"
C41	7.86	78°20'37"	10.75	N 28°56'03"	C97	2829.41	01°55'19"	94.91	N 41°26'37"
C42	19.64	36°52'37"	12.64		C98	2826.01	19°14'15"	948.86	N 18°34'50"
C43	3.95	74°25'35"	5.13		C99	2750.09	04°43'07"	226.49	S 33°16'29"
C44	1080.42	20°21'16"	383.82	N 48°06'54"	C100	2894.93	08°15'21"	417.14	N 82°01'15"
C45	762.70	08°52'54"	118.23	S 63°58'49"	C101	3241.05	05°37'30"	318.19	N 00°36'59"
C46	160.82	19°16'01"	54.08		C102	357.62	23°38'08"	147.53	S 66°08'04"
C47	159.35	36°15'00"	100.82		C103	250.01	90°21'35"	394.28	
C48	158.03	21°54'44"	60.44		C104	350.02	72°08'18"	440.69	N 70°50'15"
C49	52.89	104°26'29"	96.41	S 75°27'00"	C105	3721.85	03°53'37"	252.93	S 16°54'47"
C50	1125.00	27°57'29"	548.95		C106	546.86	46°21'00"	442.39	
C51	492.00	26°59'13"	231.74						
C52	25.00	35°13'41"	15.37						
C53	25.00	46°18'35"	20.21						
C54	25.00	33°58'13"	14.82	S 21°14'14"					
C55	1908.34	22°05'51"	736.00	S 75°17'36"					
C56	950.92	14°29'06"	240.40						

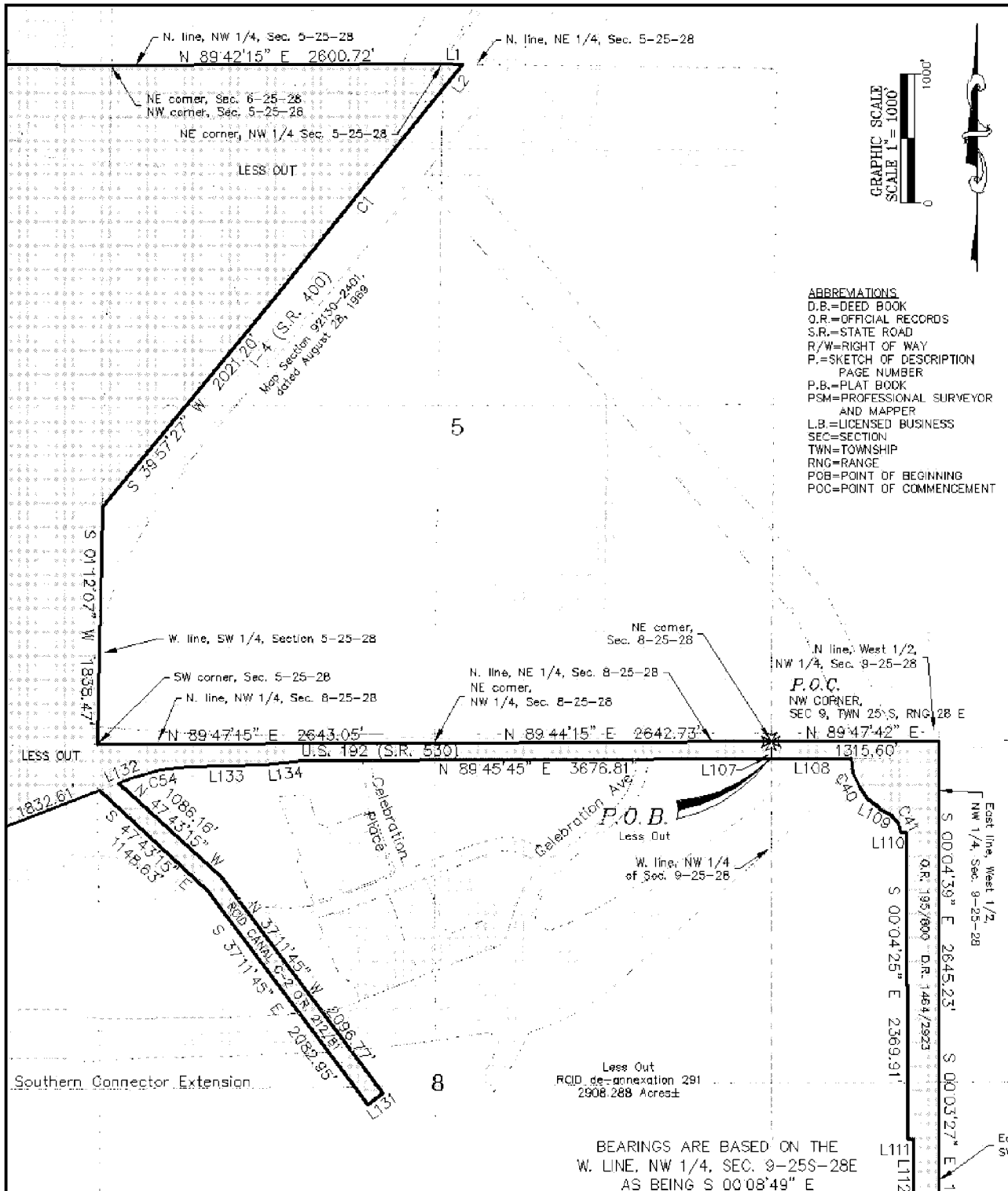
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		PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 20 OF 20 SHEETS	FILENAME: 10JG22053





ABBREVIATIONS
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.=SKETCH OF DESCRIPTION
 PAGE NUMBER
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT

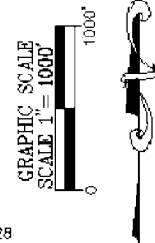
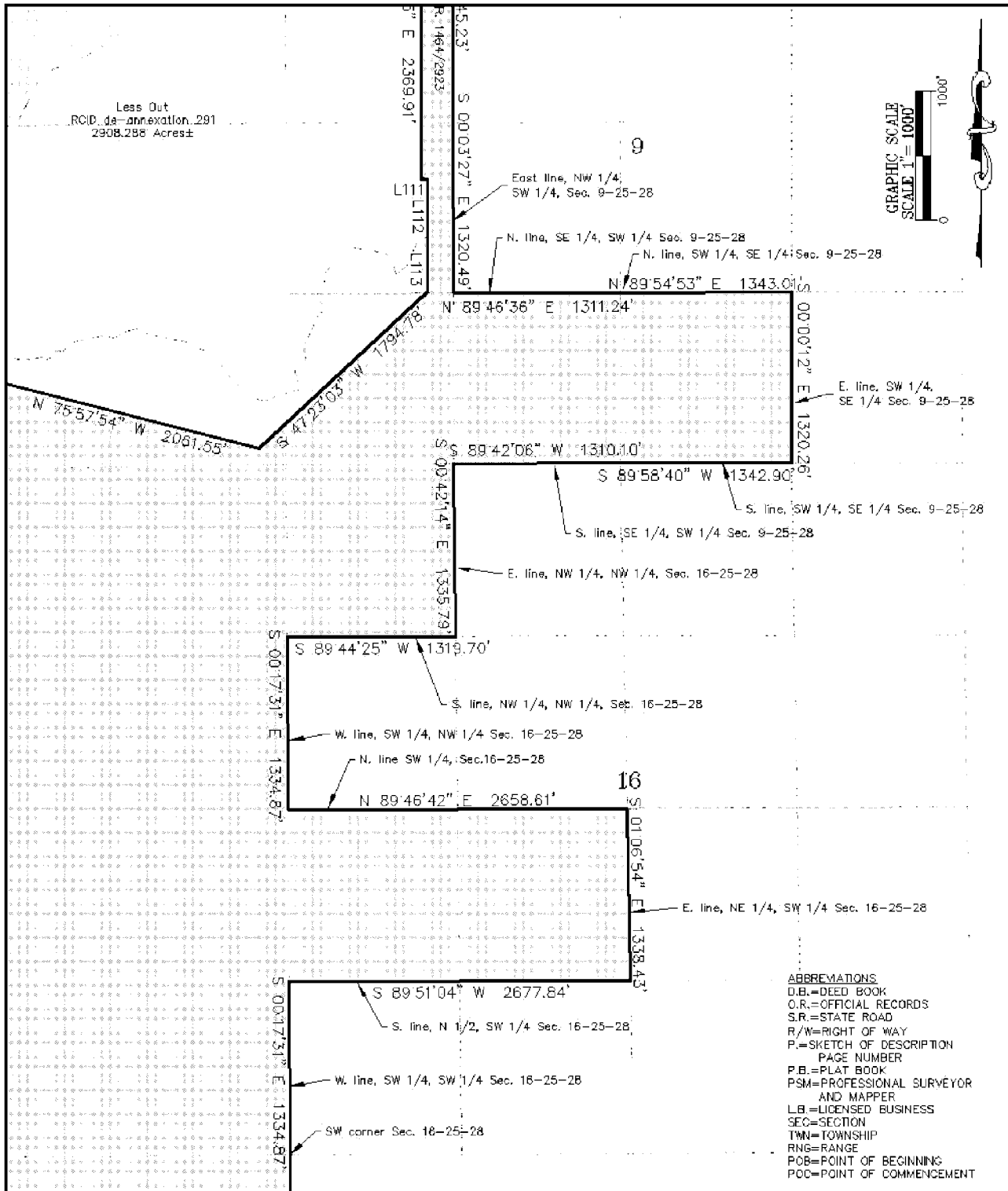
 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 2 OF 16 SHEETS	FILENAME: 10JG22054




ABBREVIATIONS
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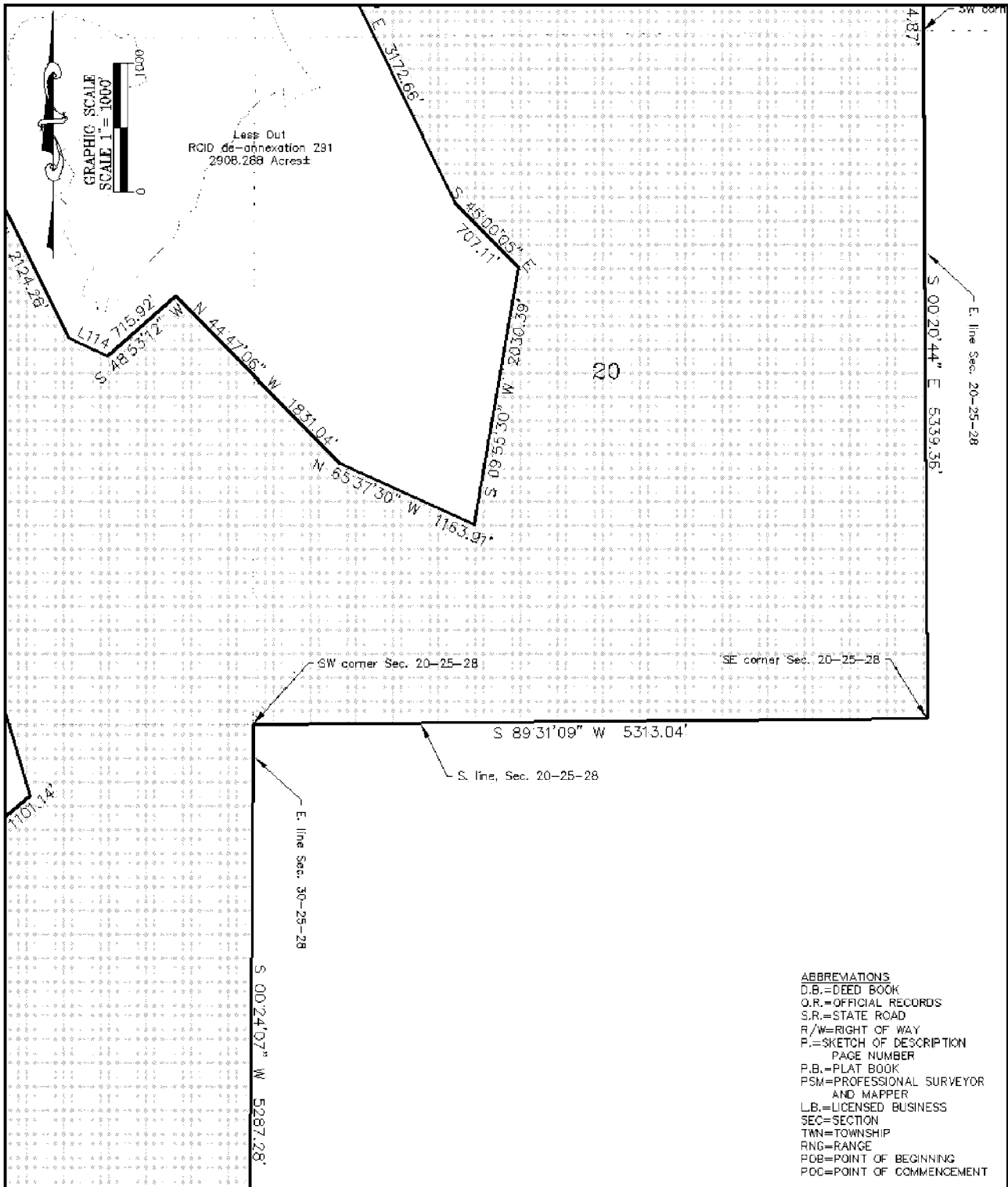
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 W. LINE, NW 1/4, SEC. 9-25S-28E
 AS BEING S 00°08'49" E

	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 3 OF 16 SHEETS	FILENAME: 10JG22054
P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855		



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 R.N.S.=RANGE
 P.C.B.=POINT OF BEGINNING
 P.O.C.=POINT OF COMMENCEMENT

	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA OVERALL	DATE: 12/7/22
		PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 4 OF 16 SHEETS	FILENAME: 10JG22054

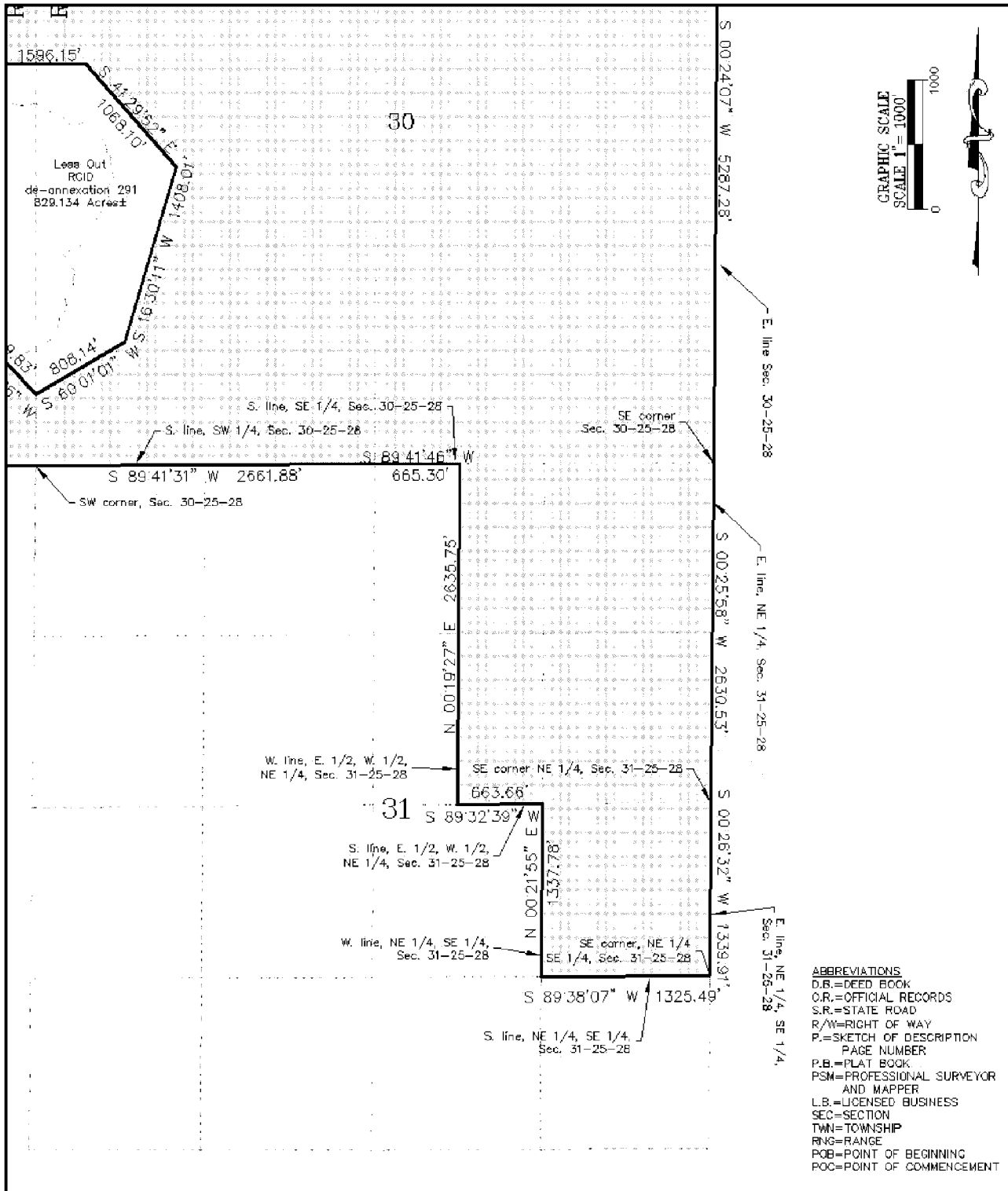


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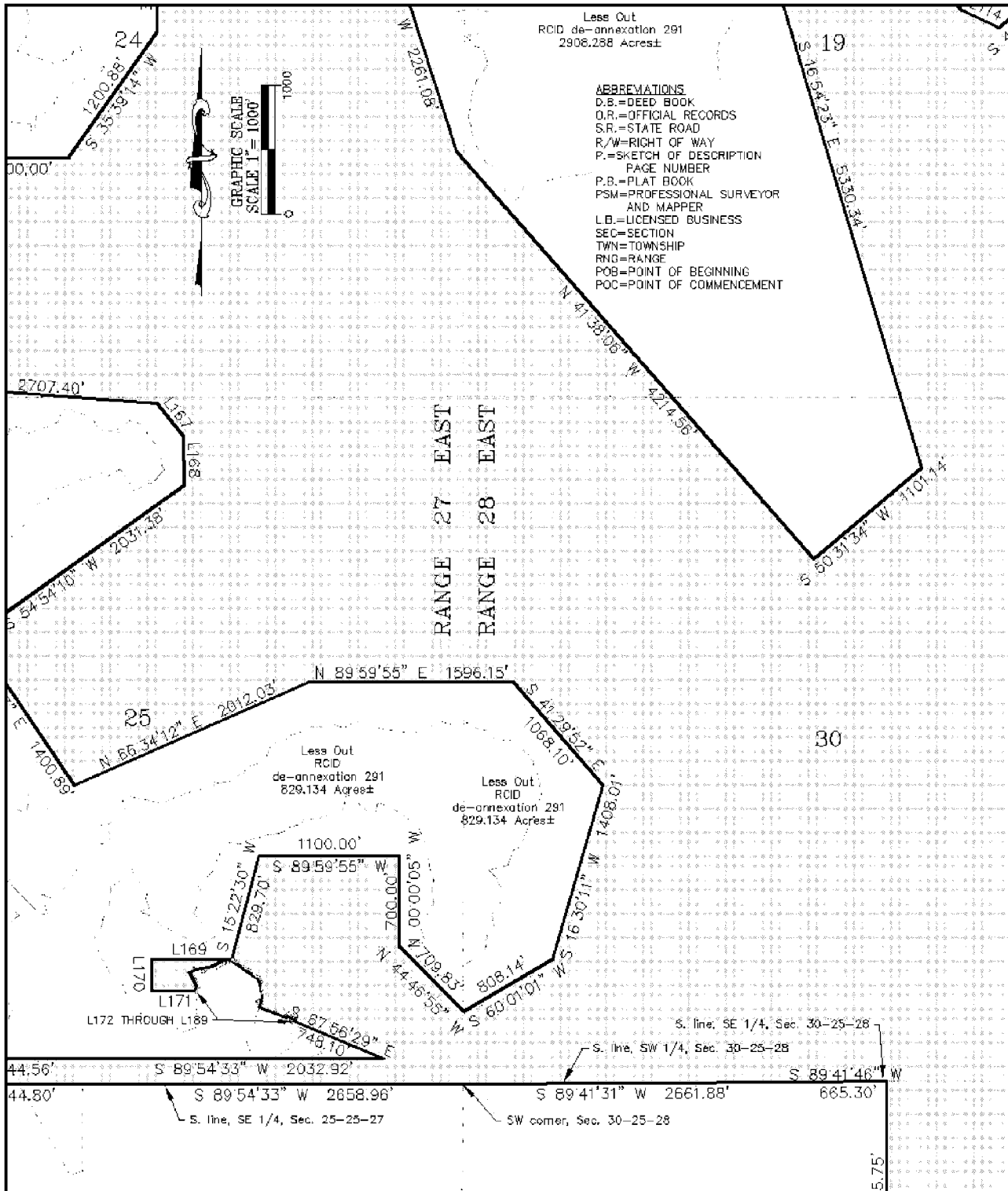
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FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 5 OF 16 SHEETS	FILENAME: 10JG22054

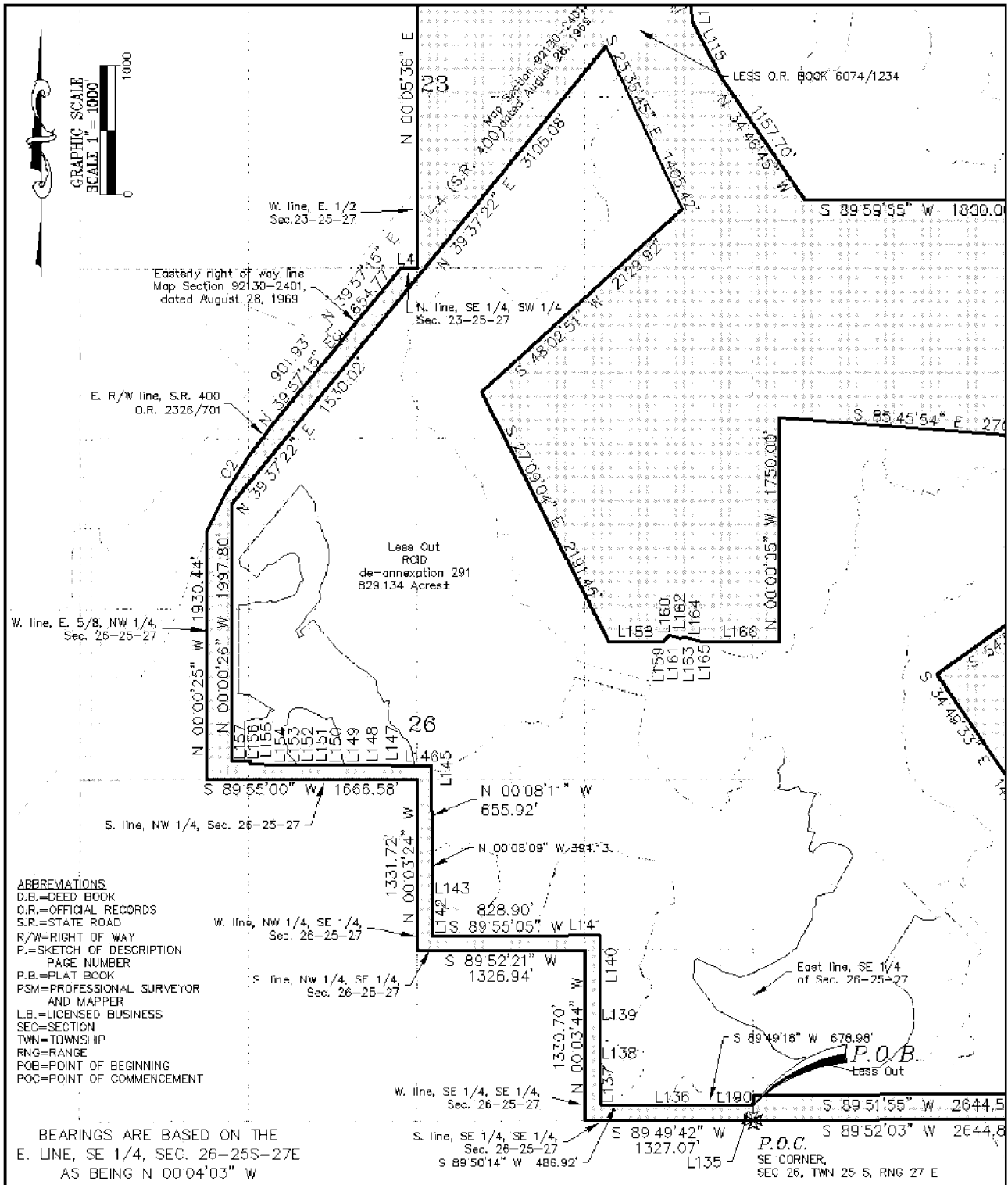



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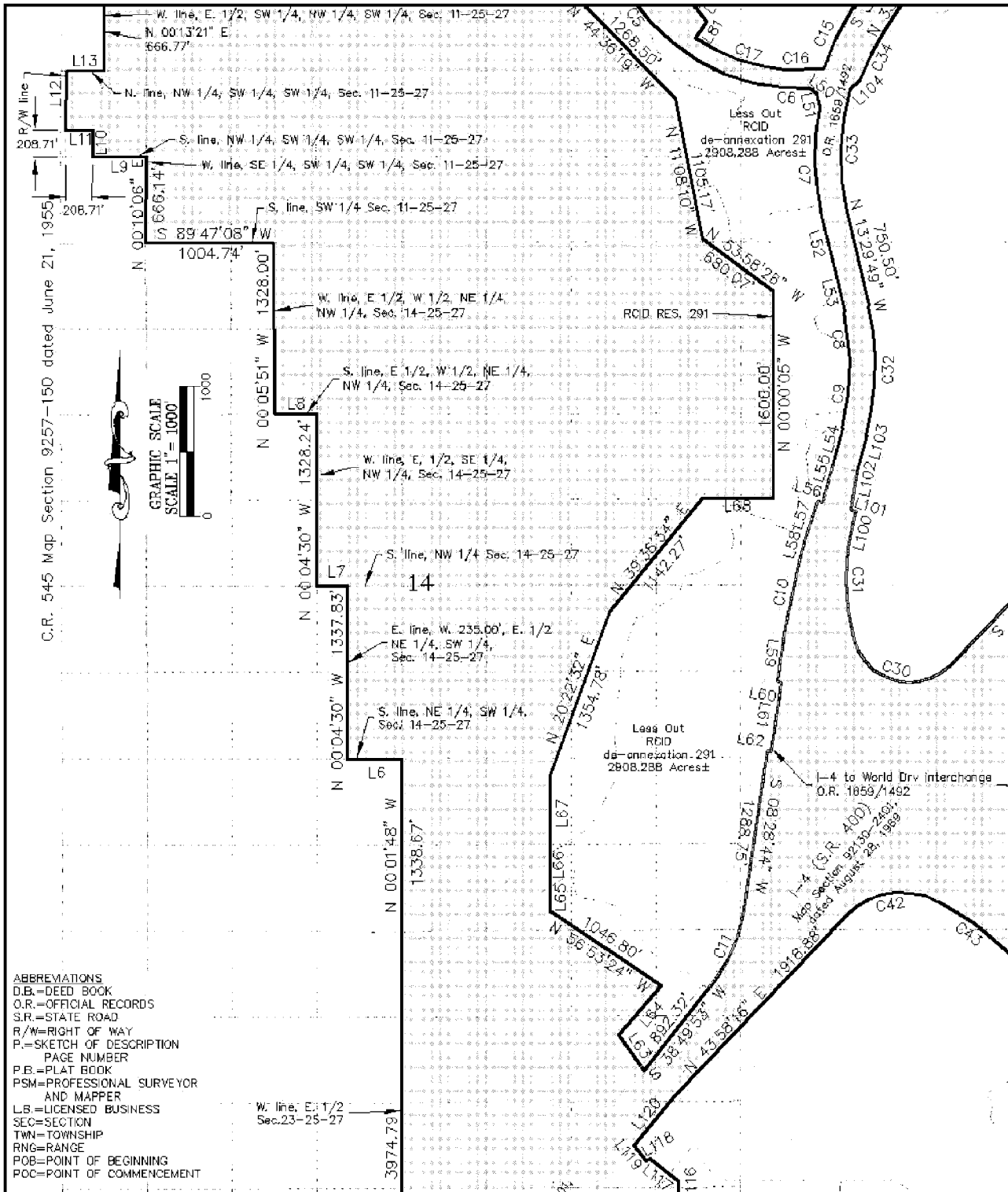
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	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 6 OF 16 SHEETS	FILENAME: 10JG22054
P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855		



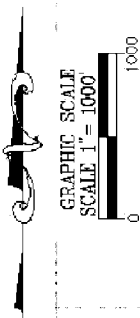
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		PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 7 OF 16 SHEETS	FILENAME: 10JG22054



	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA OVERALL	DATE: 12/7/22
		PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 8 OF 16 SHEETS	FILENAME: 10JG22054



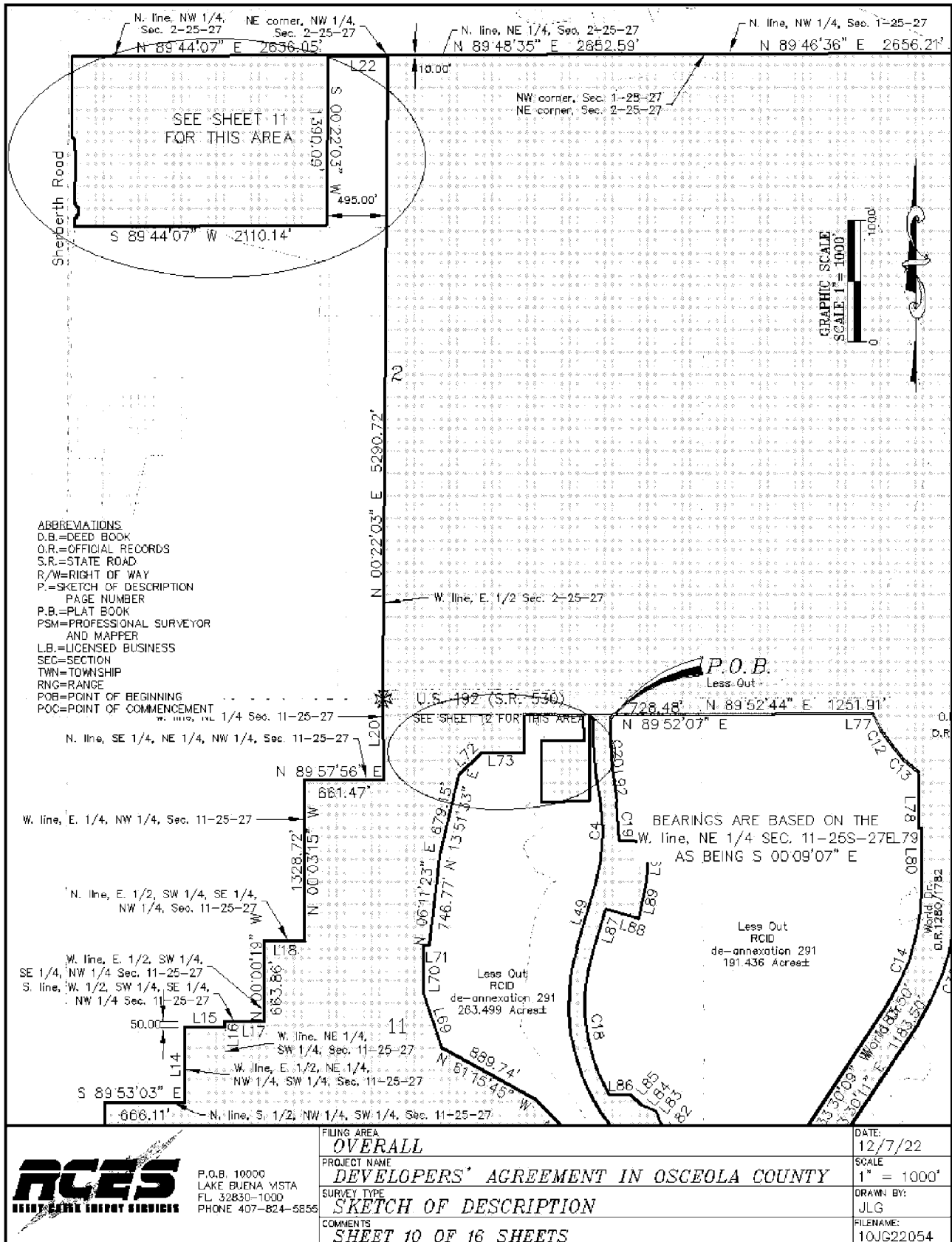
C.R. 545 Map Section 9257-150 dated June 21, 1955

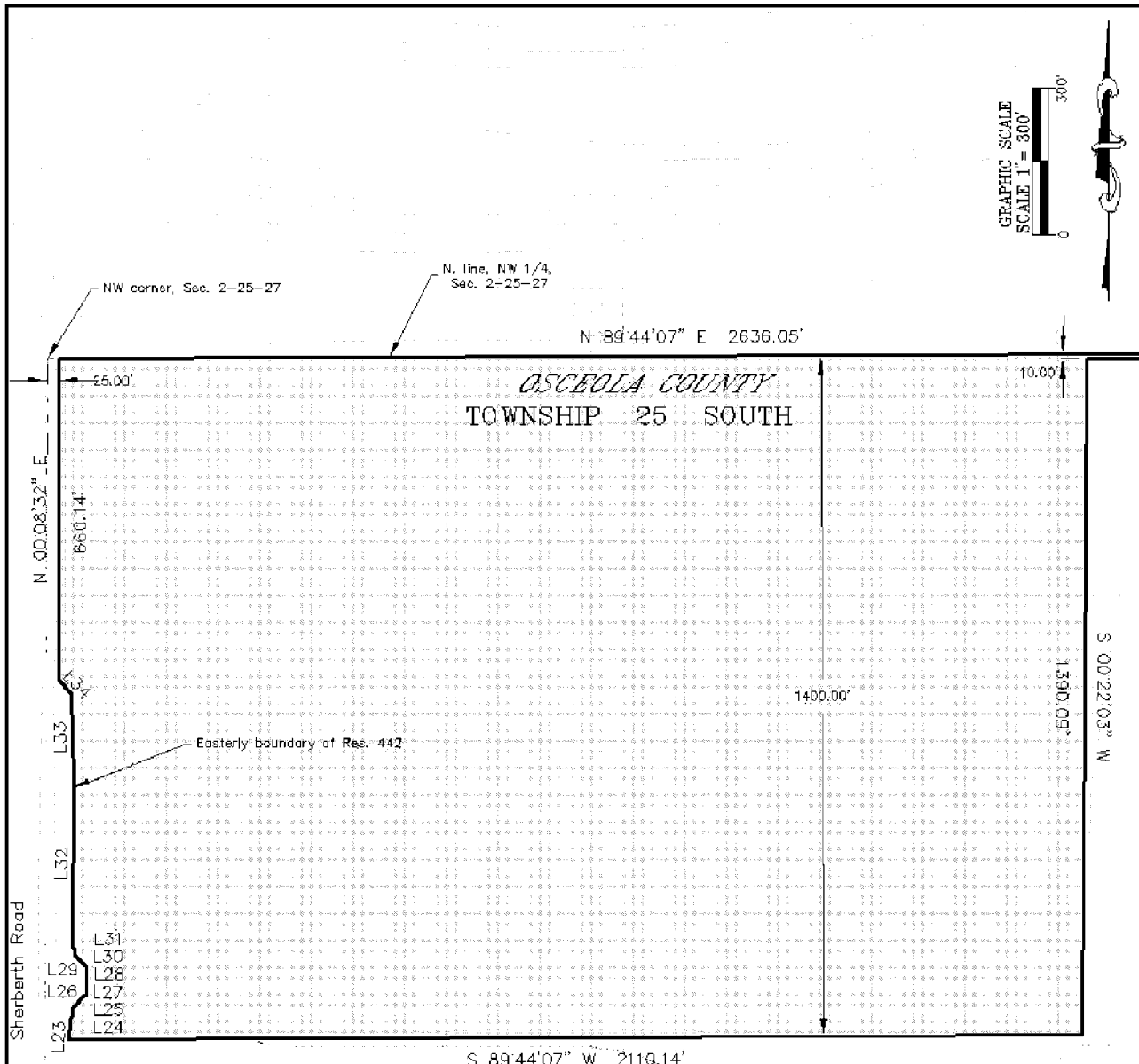


- ABBREVIATIONS
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.=SKETCH OF DESCRIPTION
 PAGE NUMBER
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT

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FILING AREA OVERALL PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY SURVEY TYPE SKETCH OF DESCRIPTION COMMENTS SHEET 9 OF 16 SHEETS	DATE: 12/7/22 SCALE: 1" = 1000' DRAWN BY: JLG FILENAME: 10JG22054
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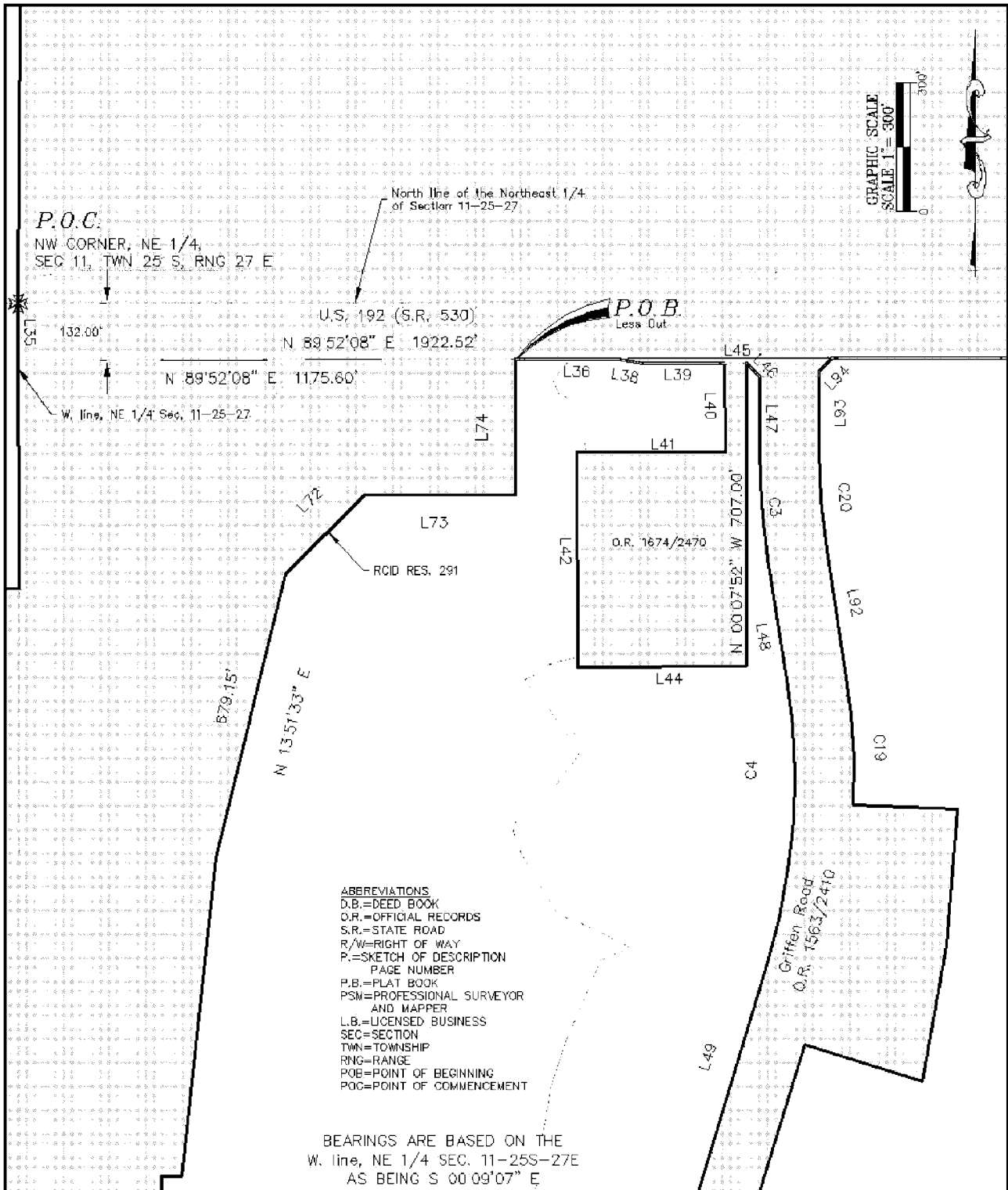


- ABBREVIATIONS
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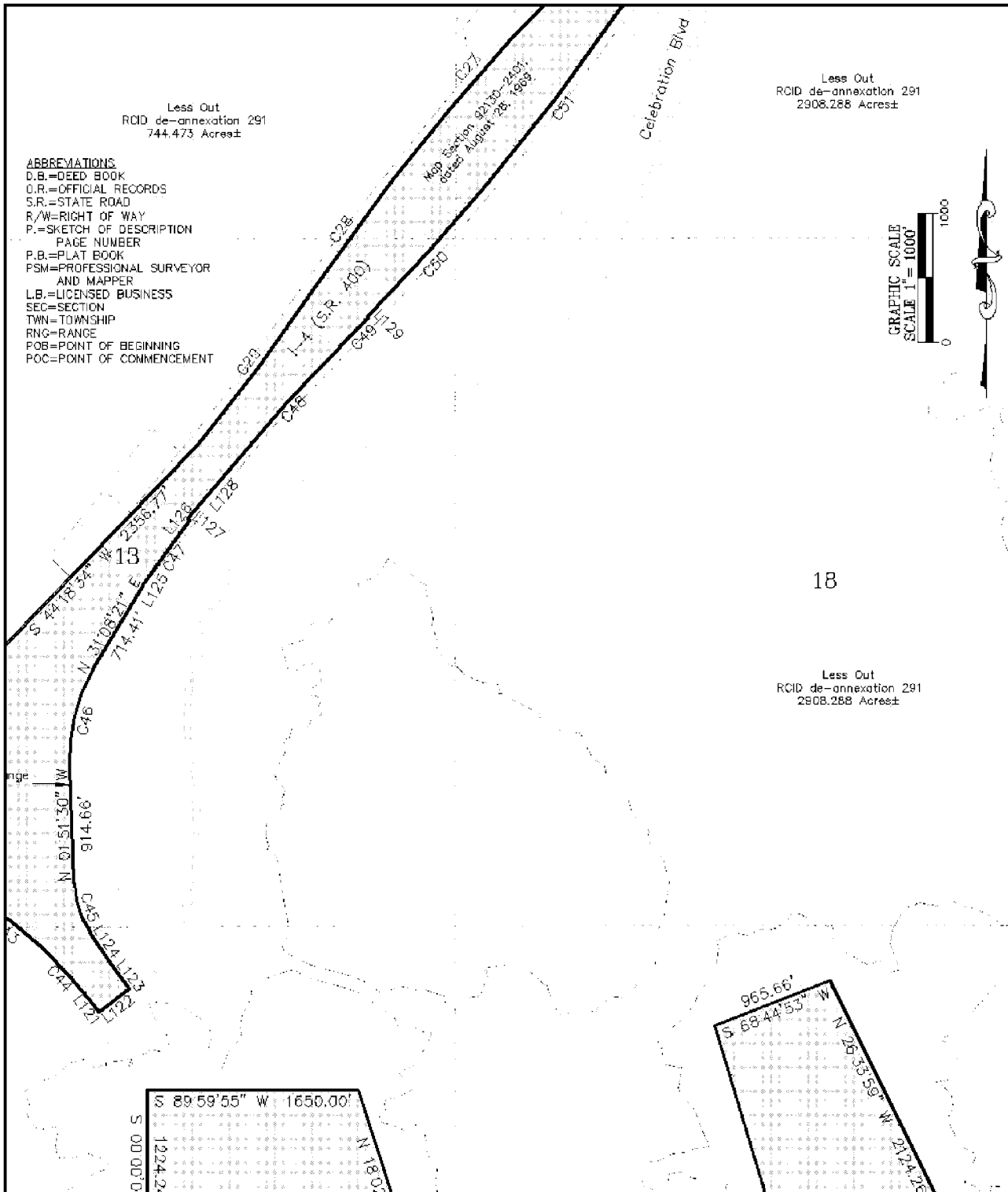
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PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 300'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 11 OF 16 SHEETS	FILENAME: 10JG22054



ABBREVIATIONS
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BEARINGS ARE BASED ON THE
 W. line, NE 1/4 SEC. 11-25S-27E
 AS BEING S 00 09'07" E

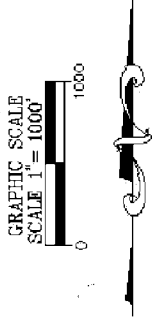
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	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 300'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 12 OF 16 SHEETS	FILENAME: 10JG22054



Less Out
 RCID de-annexation 291
 744.473 Acres±

Less Out
 RCID de-annexation 291
 2908.288 Acres±

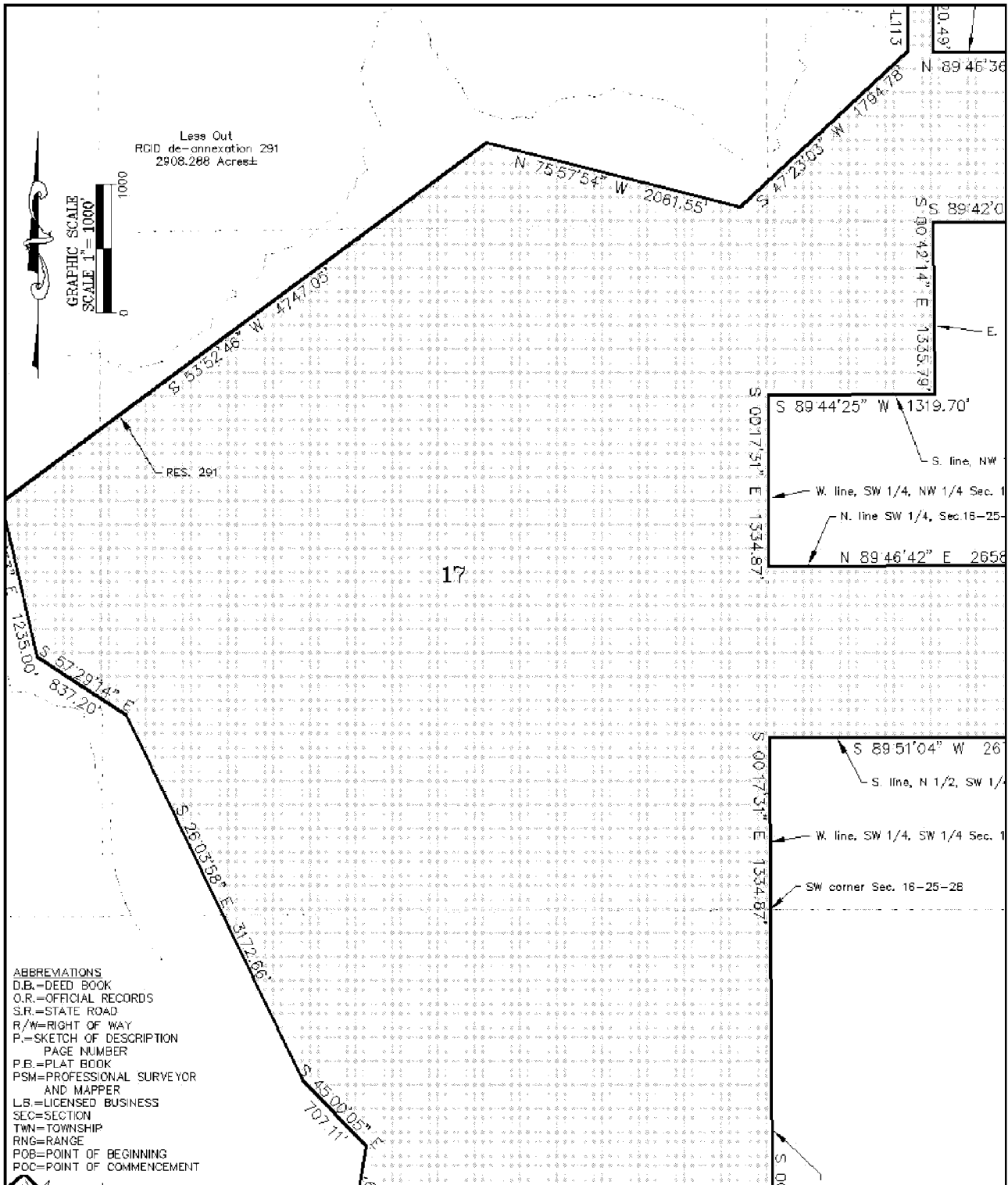
ABBREVIATIONS
 D.B.=DEED BOOK
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S 89°59'55" W 1650.00'
 S 00°00'00"
 N 18°02'

965.66'
 S 68°44'53" W
 N 26°35'59" W 2124.26'

	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5856	FILING AREA OVERALL	DATE: 12/7/22
		PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 13 OF 16 SHEETS	FILENAME: 10JG22054



ABBREVIATIONS
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
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 AND MAPPER
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 SEC=SECTION
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 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT

ACES
 ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5855

FILED AREA	OVERALL
PROJECT NAME	DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY
SURVEY TYPE	SKETCH OF DESCRIPTION
COMMENTS	SHEET 14 OF 16 SHEETS

DATE:	12/7/22
SCALE:	1" = 1000'
DRAWN BY:	JLG
FILENAME:	10JG22054

TANGENT TABLE

LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	S 89° 17' 26" E	153.63	L72	N 45° 31' 55" E	264.41	L140	N 00° 03' 44" W	631.66
L2	S 38° 30' 29" W	248.14	L73	N 89° 59' 55" E	356.15	L141	S 89° 52' 13" W	494.06
L3	N 50° 02' 45" W	9.00	L74	N 00° 00' 05" W	317.21	L142	N 90° 00' 00" W	5.12
L4	N 89° 45' 55" E	128.02	L77	N 89° 50' 43" E	190.56	L143	N 00° 08' 04" W	183.39
L6	S 89° 58' 43" W	431.70	L78	S 00° 08' 00" E	455.75	L144	N 00° 08' 11" W	68.07
L7	S 89° 52' 00" W	235.00	L79	N 89° 52' 00" E	20.00	L145	N 00° 13' 25" W	23.67
L8	S 89° 49' 34" W	334.40	L80	S 00° 08' 00" E	488.84	L146	S 89° 55' 00" W	128.49
L9	S 89° 53' 39" W	419.88	L81	N 34° 12' 14" E	149.99	L147	N 89° 31' 49" W	397.18
L10	N 00° 16' 32" E	208.71	L82	N 38° 16' 56" W	139.49	L148	N 89° 31' 34" W	122.10
L11	S 89° 53' 43" W	208.71	L83	N 20° 31' 56" W	110.01	L149	N 89° 32' 10" W	47.99
L12	N 00° 16' 32" E	458.63	L84	N 70° 14' 49" W	129.46	L150	N 89° 31' 47" W	361.14
L13	S 89° 59' 41" E	293.67	L85	N 45° 48' 22" W	132.54	L151	N 89° 31' 38" W	68.77
L14	N 00° 08' 58" E	615.49	L86	S 00° 08' 00" E	181.70	L152	N 89° 32' 02" W	98.33
L15	S 89° 46' 25" E	332.34	L87	N 17° 05' 06" E	386.62	L153	N 89° 31' 40" W	203.89
L16	N 00° 13' 26" E	50.00	L88	S 72° 54' 50" E	290.44	L154	N 09° 35' 39" W	23.58
L17	S 89° 46' 24" E	332.44	L89	N 10° 23' 11" E	320.40	L155	N 34° 30' 31" E	3.42
L18	S 89° 51' 37" E	331.87	L90	N 04° 30' 12" E	320.81	L156	N 89° 39' 50" W	46.97
L20	N 00° 09' 07" W	665.37	L91	N 87° 47' 48" W	244.99	L157	S 89° 55' 09" W	105.90
L21	S 89° 44' 07" W	495.03	L92	N 09° 05' 25" W	282.87	L158	N 89° 59' 55" E	429.40
L23	N 02° 17' 23" E	40.72	L93	N 00° 00' 00" E	186.09	L159	N 42° 34' 45" E	61.38
L24	N 18° 56' 28" E	11.18	L94	N 44° 56' 12" E	42.49	L160	N 77° 28' 31" E	6.16
L25	N 00° 08' 32" E	14.20	L95	S 00° 16' 52" W	182.00	L161	S 80° 50' 28" E	42.95
L26	N 45° 08' 32" E	35.36	L96	S 72° 43' 12" E	120.32	L162	S 76° 40' 19" E	50.95
L27	S 89° 51' 28" E	4.49	L97	S 68° 43' 12" E	476.40	L163	N 78° 08' 48" E	34.33
L28	N 00° 08' 32" E	60.00	L98	S 39° 09' 33" W	593.50	L164	S 30° 04' 17" E	4.22
L29	N 44° 51' 28" W	35.36	L99	S 39° 49' 53" W	428.75	L165	S 76° 06' 37" E	130.56
L30	N 00° 08' 32" E	10.44	L100	N 15° 15' 17" E	57.43	L166	N 89° 59' 55" E	618.64
L31	N 44° 51' 28" W	4.24	L101	N 74° 44' 43" W	42.00	L167	S 38° 39' 40" E	320.15
L32	N 00° 08' 32" E	346.14	L102	N 10° 06' 45" E	301.24	L168	S 01° 48' 36" E	382.26
L33	N 01° 09' 08" W	176.69	L103	N 15° 17' 20" E	293.98	L169	S 89° 59' 55" W	620.00
L34	N 44° 51' 28" W	39.61	L104	N 46° 27' 10" E	105.97	L170	S 00° 00' 05" E	250.00
L35	S 00° 09' 07" E	132.00	L105	N 05° 42' 05" E	369.98	L171	N 89° 45' 12" E	331.16
L36	N 89° 52' 11" E	240.29	L106	N 89° 50' 46" E	591.75	L172	N 22° 25' 57" E	47.85
L38	S 79° 55' 37" E	62.09	L107	S 00° 08' 49" E	132.00	L173	N 32° 49' 38" W	99.62
L39	N 89° 52' 08" E	193.48	L108	N 89° 47' 42" E	622.99	L174	N 06° 38' 41" W	20.86
L40	S 00° 07' 52" E	207.00	L109	S 60° 04' 38" E	118.30	L175	N 67° 06' 55" E	58.35
L41	S 89° 52' 08" W	350.00	L110	N 89° 55' 21" E	40.00	L176	N 80° 46' 35" E	124.29
L42	S 00° 07' 52" E	500.00	L111	N 89° 56' 33" E	50.00	L177	N 59° 15' 21" E	74.38
L44	N 89° 52' 08" E	400.00	L112	S 00° 03' 27" E	512.31	L178	N 76° 39' 34" E	72.66
L45	N 89° 52' 09" E	2.14	L113	S 00° 03' 27" E	358.24	L184	S 11° 28' 54" W	73.24
L46	S 45° 03' 23" E	42.36	L114	N 65° 37' 30" W	341.01	L185	S 17° 38' 04" W	10.26
L47	S 00° 00' 00" E	174.79	L115	N 27° 43' 20" W	492.90	L186	S 67° 56' 29" E	225.59
L48	S 09° 05' 25" E	282.87	L116	N 01° 09' 30" W	124.30	L187	N 45° 25' 09" E	16.32
L49	S 17° 05' 06" W	544.65	L117	N 50° 54' 37" W	282.74	L188	S 61° 51' 19" E	58.22
L50	S 54° 40' 11" E	66.55	L118	S 59° 21' 14" W	36.00	L189	S 30° 56' 12" E	14.64
L51	S 12° 49' 30" E	117.68	L119	N 38° 52' 34" W	156.01	L190	S 00° 04' 03" E	79.89
L52	S 13° 29' 51" E	341.79	L120	N 39° 57' 15" E	502.67			
L53	S 13° 29' 51" E	408.71	L121	S 37° 21' 28" E	61.64			
L54	S 15° 17' 58" W	294.15	L122	N 52° 38' 37" E	295.00			
L55	S 15° 15' 17" W	300.03	L123	N 37° 21' 24" W	236.29			
L56	N 74° 44' 43" W	45.00	L124	N 33° 58' 59" W	295.13			
L57	S 17° 31' 41" W	302.54	L125	N 32° 17' 07" E	68.88			
L58	S 15° 15' 11" W	177.35	L126	N 38° 44' 50" E	91.15			
L59	S 08° 28' 42" W	421.43	L127	N 51° 13' 07" W	15.63			
L60	S 81° 31' 15" E	26.00	L128	N 39° 57' 15" E	399.78			
L61	S 08° 28' 45" W	543.00	L129	N 45° 03' 33" W	10.00			
L62	N 81° 31' 15" W	26.00	L130	N 44° 36' 59" E	348.99			
L63	N 34° 24' 01" W	342.34	L131	N 52° 48' 15" E	150.00			
L64	N 41° 10' 58" E	504.10	L132	N 69° 14' 08" E	104.92			
L65	N 00° 00' 05" W	182.99	L133	N 88° 35' 33" E	600.08			
L66	N 00° 00' 05" W	262.45	L134	N 83° 15' 36" E	300.22			
L67	N 00° 00' 05" W	604.56	L135	N 00° 04' 03" W	120.00			
L68	N 89° 59' 55" E	550.00	L136	S 89° 56' 16" W	41.46			
L69	N 18° 33' 37" W	469.54	L137	N 00° 07' 57" W	333.91			
L70	N 00° 00' 05" W	391.70	L138	N 00° 07' 43" W	177.25			
L71	N 89° 59' 55" E	48.91	L139	N 00° 01' 07" E	178.96			



P.O. B. 10000
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PHONE 407-824-5855

FILING AREA OVERALL PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY SURVEY TYPE SKETCH OF DESCRIPTION COMMENTS SHEET 15 OF 16 SHEETS	DATE: 12/7/22 SCALE DRAWN BY: JLG FILENAME: 10JG22054
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CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	85794.19	01°26'58"	2170.39	
C2	3921.00	14°53'09"	1018.71	N 25°02'25" E
C3	1597.84	09°05'25"	253.51	
C4	1457.85	26°10'31"	666.01	
C5	1597.85	102°07'51"	2848.19	
C6	1597.89	07°30'00"	209.16	
C7	2009.86	24°18'27"	852.67	S 10°48'36" W
C8	1809.86	11°41'10"	369.14	
C9	1809.86	17°06'44"	540.54	
C10	4501.37	06°46'34"	532.35	S 15°15'19" W
C11	1051.92	30°21'09"	557.26	
C12	814.00	20°35'33"	292.56	S 19°06'55" E
C13	1073.93	17°34'32"	329.43	S 36°35'41" E
C14	1759.86	33°38'13"	1033.17	S 00°08'08" E
C15	2059.86	14°13'45"	511.56	
C16	1457.89	12°05'33"	307.69	S 82°51'48" W
C17	1457.79	29°15'05"	744.25	
C18	1457.85	47°22'50"	1205.56	N 30°17'44" W
C19	1597.84	11°17'38"	314.96	N 02°12'13" E
C20	1457.85	09°05'25"	231.30	
C21	2774.79	14°35'33"	706.70	S 87°18'45" E
C22	310.00	64°11'44"	347.33	
C23	710.00	43°41'01"	541.32	
C24	17038.73	00°07'01"	34.76	S 39°57'15" W
C25	17038.73	00°07'00"	34.73	
C26	17038.73	05°07'15"	1522.83	
C27	17338.73	07°18'35"	2212.08	
C28	17338.73	03°23'57"	1028.62	
C29	17038.73	05°03'27"	1503.98	
C30	451.67	120°17'51"	948.32	S 44°19'15" W
C31	1767.86	30°38'14"	945.31	
C32	2009.86	28°47'54"	1010.21	N 15°18'05" E
C33	1809.86	30°18'27"	957.35	
C34	1759.86	13°41'33"	420.57	N 19°48'38" E
C35	2059.86	33°23'10"	1200.27	
C36	426.87	56°29'55"	420.93	
C37	1789.72	15°19'53"	478.90	
C38	1791.86	03°26'13"	107.49	N 78°45'37" E
C39	2181.28	06°37'08"	251.98	
C40	450.00	59°52'20"	470.24	S 00°12'18" E
C41	150.00	60°00'00"	157.08	
C42	622.20	73°46'51"	801.22	
C43	2405.91	15°39'49"	657.74	
C44	3677.60	09°13'43"	592.35	S 46°35'06" E
C45	724.53	32°07'27"	406.22	
C46	1433.91	30°54'26"	773.50	
C47	4489.66	06°27'44"	506.37	
C48	17028.73	05°21'16"	1591.38	
C49	17348.73	00°22'04"	111.39	
C50	17341.08	04°36'46"	1396.13	N 44°56'25" E
C51	17338.73	05°43'39"	1733.24	
C52	17038.73	05°21'16"	1592.32	
C53	1342.44	24°30'00"	574.04	N 44°44'08" E
C54	1342.40	19°21'25"	453.52	



P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-5856

FILING AREA

OVERALL

PROJECT NAME

DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY

SURVEY TYPE

SKETCH OF DESCRIPTION

COMMENTS

SHEET 16 OF 16 SHEETS

DATE:

12/7/22

SCALE

DRAWN BY:

JLG

FILENAME:

10JG22054

EXHIBIT 2
LOCATION MAP

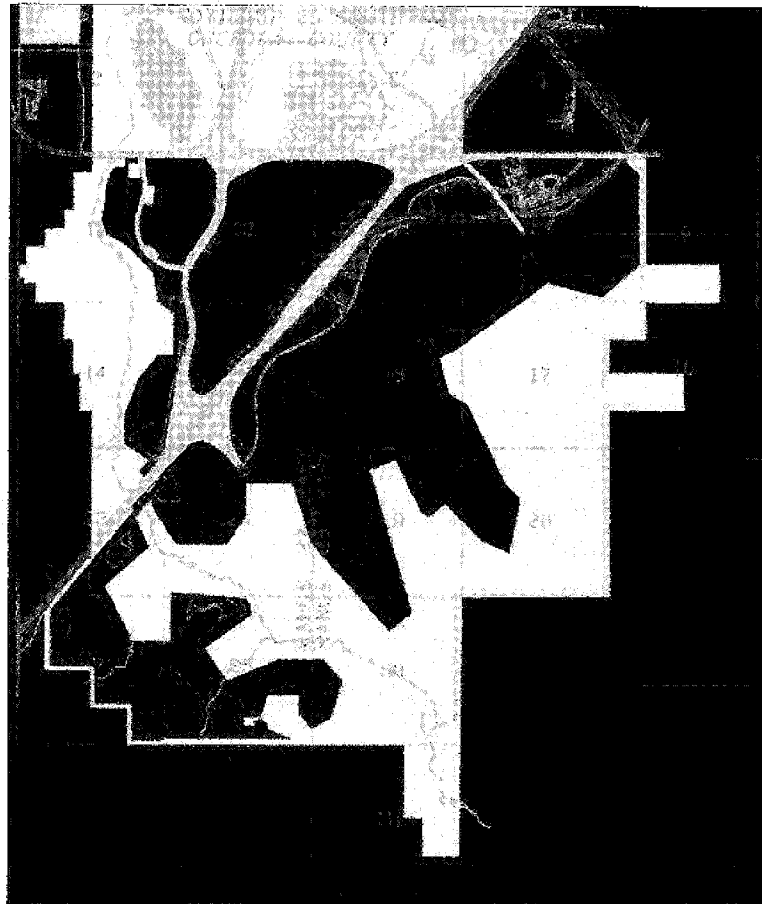
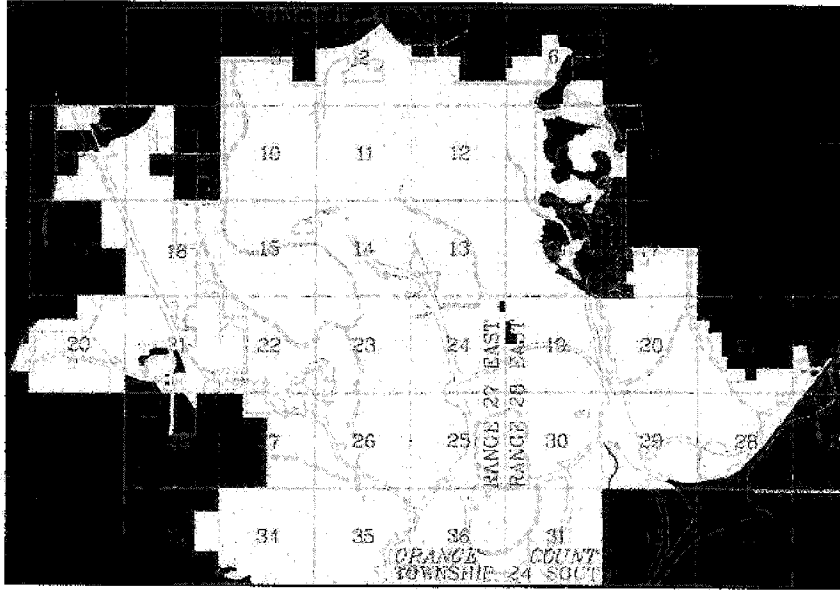


EXHIBIT 3
CAPITAL IMPROVEMENTS SCHEDULE

See below Tables 9-6 through 9-11 of the
 Capital Improvement Element of the Comprehensive Plan

Table 9-6: Summary Five Year Schedule of Capital Improvements (in thousands)

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Roads (RCID)	\$32,000	\$19,160	\$32,500	\$58,000	\$144,500	\$168,000	\$454,160
Potable & Reuse Water	\$708	\$2,400	\$1,650	\$1,800	\$7,850	\$4,850	\$19,258
Sanitary Sewer	\$2,350	\$7,000	\$13,000	\$6,000	\$4,500	\$6,000	\$38,850
Solid Waste	\$120	\$230	\$2,500	\$0	\$1,000	\$10,100	\$13,950
Drainage	\$800	\$0	\$0	\$0	\$0	\$0	\$800
TOTAL RCID	\$35,978	\$28,790	\$49,650	\$65,800	\$157,850	\$188,950	\$527,018
Roads (County/State/Federal)	\$260,026	\$115,594	\$7,395	\$1,050	\$0	\$0	\$384,065

Table 9-7: Five Year Schedule of Capital Improvements for Roads (in thousands)

Figure 9-1 Project #	Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
1	World Drive North Phase 2 Construction of approx. 3.2 miles of roadways, ramps, bridges, MSE retaining walls, utility relocations; drainage and the creation of a regional stormwater pond, landscaping and irrigation, etc.	Bond Funds (On Hand)	\$25,000	\$1,660			\$0	\$0	\$26,660
2	Intersection Improvements at Buena Vista Drive/Western Way Interim intersection improvements to relieve PM peak delays.	Bond Funds (On Hand)	\$2,000				\$0	\$0	\$2,000
3	World Drive North Phase 3 Construction of 4 lane divided rural roadway extending WDN Phase 2 to Floridian Place. Project includes utility relocations; drainage, landscaping and irrigation, etc.	Bond Funds (On Hand & New)	\$5,000	\$17,500	\$32,500	\$35,000	\$31,500		\$121,500
4	Western Way and Buena Vista Drive Widening from 4 lane urban and rural divided road to 6 lanes from BVD to East of SR 429 including intersection improvements at Western Way and BVD (flyover). (Total Projected Cost \$250,000,000/FY 25-29)	Bond Funds (New)				\$20,000	\$75,000	\$75,000	\$170,000
5	Realign Vista Way to Connect to Buena Vista Drive Realign Vista Way where it curves northward toward CR 535 to extend straight across to Buena Vista Drive south of the warehouses. (Total Projected Cost \$34,000,000 / FY25-28)	Bond Funds (New)				\$1,000	\$8,000	\$15,000	\$24,000
6	Buena Vista Drive Intersection 5 (Disney Springs Corridor) Intersection improvements to reduce congestion during nighttime closing.	Bond Funds (New)				\$2,000	\$30,000	\$28,000	\$60,000
7	Buena Vista Drive Dedicated Bus Lanes Construct additional bus lanes from Bonnet Creek Parkway to World Drive. (Total Projected Cost \$200,000,000/ FY27-30)	Bond Funds (New)						\$50,000	\$50,000
Total RCID Roads			\$32,000	\$19,160	\$32,500	\$58,000	\$144,500	\$168,000	\$454,160

EXHIBIT 4

LIST OF REQUIRED LOCAL DEVELOPMENT PERMITS

Permitting Agency	Permit Type
Florida Fish and Wildlife Commission (FFWC)	Listed Species Survey
	Gopher Tortoise Relocation
	Indigo Snake Monitoring
US Army Corps of Engineers (ACOE)	Construction Commencement Notification
	Long Term Permit Notification (Wetland Impact)
Reedy Creek Energy Services (RCES) / Walt Disney World Environmental Affairs (WDWEA)	"In House" Utility Permit (for Potable Water/Wastewater/Reclaimed Water)
	Fire Line Dedication Letter
	Grease Trap/Holding Tanks (see UP above)
	A/C Condensate/Dry Well/Portable toilets (see UP above)
	Utility Service Request (USR)
Reedy Creek Improvement District (RCID) Planning and Engineering Department (P&E)	Planning Consistency Review
	South Florida Water Management District (SFWMD) - ERP Modification
	RCID Dewatering - Pull From Ground
	SFWMD Dewatering - Pull From Ground
	Planning Concurrence Review
	Planning Site Plan Review
	Storm Water Pollution Prevention Plan (SWPPP)
	Turbidity Control Plan Permit
	Site Civil Construction Plan Review
	Right of Way Use / Haul Permit
	Right of Way Permit
	Maintenance of Traffic
Florida Department of Environmental Protection (FDEP)	Notice of Intent to use General Permit
	Dewatering - Discharge to Surface
	Air Construction Permit
	NPDES Generic Stormwater Permit
	Utility Construction Notification
	Large Storage Tanks

EXHIBIT B

5008120230071250
02/09/2023 08:13 AM Page 1 of 76
Rec Fee: \$647.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Prepared by/Record and Return to:
Edward G. Milgrim
Milgrim Law Group
3216 Corrine Drive
Orlando, FL 32803

THIS SPACE FOR RECORDER'S USE

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of February 8, 2023 (the "Effective Date") by **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("RCID") in favor of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation whose mailing address is Post Office Box 10000, 1375 Buena Vista Drive, 4th Floor – North, Lake Buena Vista, Florida 32830 ("WDPR").

W I T N E S S E T H:

WHEREAS, as required by State growth management law, in June 2022, RCID's existing comprehensive plan was amended and updated by the "Reedy Creek Improvement District, City of Bay Lake and City of Lake Buena Vista, RCID Comprehensive Plan 2032" (the "**Comprehensive Plan**") governing all lands located within the jurisdictional boundary of RCID (hereinafter referred to as the "**RCID Jurisdictional Lands**"); and

WHEREAS, RCID is the owner of those certain parcels of land, located in Orange County, Florida, and being a portion of the RCID Jurisdictional Lands, more particularly described on Exhibits A-1 through A-23 attached hereto and made a part hereof (each a "**RCID Property**" and collectively, the "**RCID Properties**"); and

WHEREAS, WDPR and/or its Affiliates (as defined in the Glossary of Terms attached as an Appendix) is/are the owner of certain parcels of land, located adjacent and/or near the RCID Properties, and also being a portion of the RCID Jurisdictional Lands, more particularly described on Exhibit B attached hereto and made a part hereof (each a "**WDPR Property**" and collectively, the "**WDPR Properties**"); and

WHEREAS, the WDPR Properties represent the vast majority of the RCID Jurisdictional Lands and WDPR and/or its Affiliates have developed, and plan to continue to develop, the WDPR Properties into the *Walt Disney World*® Resort (the *Walt Disney World*® Resort as further developed and expanded is referred to as the "**Project**");

WHEREAS, RCID owns, maintains and operates public infrastructure systems (collectively, the "**Facilities**") which serve and will continue to serve the Project and, in order to facilitate the implementation of and provide adequate levels of service for the Project as it expands, new Facilities and/or expansion of existing Facilities will be required; and

WHEREAS, RCID and WDPR have entered into that certain Walt Disney World Chapter 163 Development Agreement, dated February 8, 2023 (the “**Development Agreement**”), to provide certainty to both RCID and WDPR (and WDPR’s Affiliates) in terms of current and future development; and

WHEREAS, pursuant to the Development Agreement, among other things, RCID has agreed that the Facilities for the Project for the ten (10) year period ending December 31, 2032, will be funded, designed and constructed and/or caused to be constructed by RCID in accordance with the Comprehensive Plan; and

WHEREAS, pursuant to the Development Agreement, among other things, WDPR and its Affiliates have agreed that any land required for the Facilities that is owned by WDPR and/or its Affiliates shall be dedicated to RCID, or another public entity, as required, and that compensation for said land dedication shall be negotiated between parties but in no event shall WDPR and/or its Affiliates request payment for the land in excess of fair market value as determined by a Member of the Appraisal Institute (MAI) real estate appraiser, jointly selected by the parties, thereby guaranteeing RCID the land that it needs (to the extent owned by WDPR and/or its Affiliates) and allowing RCID to avoid the condemnation process and the costs and uncertainty associated therewith; and

WHEREAS, as stated in RCID’s Charter, the Legislature found and declared the powers accorded to RCID’s Board of Supervisors (the “**Board**”) under the Charter with respect to, among other things, planning, are essential to guide and accomplish the coordinated, balanced and harmonious development of the RCID Jurisdictional Lands in accordance with existing and future needs, to promote the health, safety, morals and general welfare of RCID and its inhabitants and property owners, to establish, maintain and preserve aesthetic values and preserve and foster the development and display of the natural beauty and attractiveness of the RCID Jurisdictional Lands and of roadsides within RCID, to prevent overcrowding and congestion, to regulate traffic, to secure safety, and to conserve and provide adequate light and air and to avoid undue concentration of population; and

WHEREAS, the Board has determined that, in furtherance of the Comprehensive Plan and the Development Agreement, in accordance with the powers granted to the Board under the Charter, and in consideration of the commitments made by WDPR and its Affiliates under the Development Agreement, it is in the mutual best interest of RCID and WDPR (and WDPR’s Affiliates and each of their respective successors and assigns) to provide for the orderly use, development, and operation of the RCID Properties by subjecting the RCID Properties to this Declaration and that subjecting the RCID Properties to this Declaration is reasonably necessary to protect the legitimate business interest or interests of WDPR, WDPR’s Affiliates (as applicable) and each of their respective successors and assigns.

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by RCID, to the fullest extent permitted by Law, RCID hereby declares that the RCID Properties shall be, and are hereby, made subject to this Declaration and the provisions, covenants, conditions, restrictions, easements and obligations set forth herein, which Declaration, provisions, covenants, conditions, restrictions, easements and obligations shall run with title to the RCID Properties, in each case for the benefit of the WDPR Properties, WDPR, WDPR’s Affiliates (as applicable) and

each of their respective successors and assigns owning any portion of the WDPR Properties.

1. **RECITALS; DEFINED TERMS.**

The foregoing recitals are hereby incorporated herein by reference and made part of this Declaration as if fully set forth herein. Capitalized terms not defined in the body of this Declaration shall have the meaning assigned to such terms in the Glossary of Terms attached as an Appendix hereto, unless the context requires otherwise.

2. **USE.**

2.1. **Permitted Uses.** The RCID Properties shall be used only for their respective Permitted Uses and no other purpose whatsoever. As used herein, the "**Permitted Uses**" as to any particular RCID Property (or portion thereof) shall mean that such property shall be used: (i) only for such public and governmental purposes that such RCID Property is or are being used as of the Effective Date or are otherwise contemplated to be used by the Comprehensive Plan; and (ii) in accordance with the standards of workmanship, materials, quality, architectural features, design features, engineering standards, utility standards, and general aesthetic appearance as they are so maintained as of the Effective Date.

2.2. **Prohibited Uses.** Notwithstanding anything to the contrary contained in this Declaration, and without prejudice to the applicability of the Permitted Uses to the RCID Properties described in Section 3.1 above, RCID shall not use or occupy the RCID Properties (or any portion thereof), or permit or suffer the RCID Properties (or any portion thereof), to be used or occupied, for any of the Prohibited Uses. As used herein, the "**Prohibited Uses**" shall collectively mean (1) except as required by applicable Laws, any advertising, publicizing, promoting or marketing (including, without limitation, the installation of any signage, or the placement or dissemination of any brochure, magazine, book, information sheet, admission media, flyer, sign, card, video cassette, compact disc, laser disc, digital versatile disc (DVD), visual and/or audio projection, or any other printed, visual, audio, electronic or other media or materials, of any kind or nature whatsoever, whether or not now technologically existent) of any business other than RCID, and (2) any purpose which violates the prohibited uses identified on Exhibit C attached hereto and incorporated herein by reference.

2.3. **Restrictions on Occupancy of RCID Properties by Tenants.** RCID shall ensure that all leases with Tenants do not violate the terms of this Declaration.

3. **DESIGN REVIEW OF IMPROVEMENTS AND ALTERATIONS.**

Other than Improvements existing on the RCID Properties as of the Effective Date, no Improvements (including, without limitation, Alterations) shall be located, constructed, installed or placed on, or attached or affixed to, or made to the RCID Properties, or any portion thereof, including, without limitation, the structure, usage or exterior appearance and/or aesthetics of any Improvements (including, without limitation, Alterations), which would cause the RCID Properties or any portion thereof to be in violation of the Permitted Use or any other provision of this Declaration. To ensure consistency with the overall design and theming of the WDPR Properties, the exterior design, appearance and exterior aesthetic qualities of any Improvements (including, without limitation, Alterations) to any portion of the RCID Properties are subject to WDPR's prior review and comment, which shall not be unreasonably withheld, conditioned or

delayed. RCID shall maintain the RCID Properties in good condition during any construction and Alteration activities, including, without limitation, screening, landscaping and fencing.

4. **GENERAL MAINTENANCE STANDARD.**

The services and facilities constructed and provided on the RCID Properties, and the manner of providing or offering of such, will at all times be accordance with applicable Laws, consistent with the Permitted Use and in keeping with the standards of workmanship, materials, quality, architectural features, design features, engineering standards, utility standards, and general aesthetic appearance as they are so maintained as of the Effective Date.

5. **PROHIBITION ON USE OF DISNEY NAME.** RCID shall not have the right to do any of the following in relation to any of the RCID Properties:

5.1. Use (or grant the right to any other Person to use) the names “Disney,” or any other name or other Identifying Symbol from time to time associated or identified with WDPR or any of WDPR’s Affiliates, or any of the WDPR Properties, or any variation or derivative of any of the same, either alone or in conjunction with, or as a part of, any other word, mark, name, title or symbol, without the express prior written approval of WDPR, which approval may be granted, conditioned, delayed or withheld in WDPR’s discretion.

5.2. Use (or grant the right to any other Person to use) any of the fanciful characters (such as Mickey Mouse), designs, symbols, representations, figures, drawings, ideas or other intellectual property owned, developed or created by WDPR or any of WDPR’s Affiliates in any manner whatsoever.

5.3. Sell or distribute (or grant the right to any other Person to sell or distribute) any literature, merchandise, souvenirs or other items which refer to or depict (i) any of the WDPR Properties or any other property, real or personal, owned, operated or managed by WDPR or any of WDPR’s Affiliates, except for the incidental inclusion thereof in materials distributed by RCID in connection with its ordinary business purposes, or (ii) the “WALT DISNEY WORLD” mark, name or symbol, or any logo, trademark or service mark owned, used or controlled by WDPR or any of WDPR’s Affiliates.

5.4. Use, reproduce, sell, distribute, display or exploit (or grant the right to any other Person to use, reproduce, sell, distribute, display or exploit) the WALT DISNEY WORLD® mark, name or symbol or the copyrighted works of the Walt Disney Company, Disney Enterprises, Inc., WDPR or any of WDPR’s Affiliates.

6. **BINDING EFFECT; ENFORCEMENT.**

6.1. **Covenants Running With RCID Properties and Benefits Running With the WDPR Properties.** The covenants, conditions, and restrictions contained in this Declaration are intended by both parties to, and shall, run with title to the RCID Properties and all portions thereof and shall be binding on RCID, its Tenants, and any successor owner of the RCID Properties or portions thereof. The benefits of this Declaration and the covenants, conditions, and restrictions hereof shall run with title to the WDPR Properties and all portions thereof and benefit only the WDPR Properties, WDPR and its Affiliates and each of their respective successors and assigns owning any portion of the WDPR Properties. There shall be no other beneficiaries of such

provisions. Only WDPR and WDPR's Affiliates and each of their respective successors and assigns, by virtue of their ownership of any portion of the WDPR Properties, shall have the continuing right to enforce this Declaration and the provisions, covenants, conditions, and restrictions set forth in this Declaration. This Declaration cannot be modified, amended, terminated or canceled without the express written consent of WDPR. WDPR (or its Affiliate, as applicable) may, at its sole option, elect to terminate the benefit of this Declaration as it applies to any WDPR Property.

6.2. **Enforcement.** If RCID shall violate or breach (or attempt to violate or breach) any of the provisions, covenants, conditions, restrictions and/or obligations set forth in this Declaration, and such breach or violation is not cured within thirty (30) days after receipt of written notice (or if such breach requires more than thirty (30) days to cure such longer time as reasonably necessary to complete such cure so long as RCID commences the cure of such default within such thirty (30) day period in good faith and thereafter diligently prosecutes all measures necessary or appropriate to cure such default not to exceed one hundred eighty (180) days in the aggregate), then WDPR (and/or its Affiliate(s) or Designee, as applicable) shall be entitled to any of the following remedies, which remedies may be elected without excluding any other available remedies: (i) institute and prosecute proceedings for the recovery of actual damages against RCID for such violation or breach; (ii) institute and prosecute proceedings for the purpose of preventing or enjoining any or all such violations or attempted violations or breaches or attempted breaches of the provisions, covenants, conditions, restrictions and/or obligations set forth in this Declaration; and/or (iii) bring a suit for specific performance of the same. Except as otherwise provided in this Declaration, such remedies shall be cumulative of and with any and all other remedies expressly provided in this Declaration or which otherwise may now or hereafter be available at law or in equity, separately, concurrently or in any combination. The failure of WDPR (or its Affiliate(s) or Designee, as applicable) to enforce any of the provisions, covenants, conditions, easements, restrictions, and/or obligations set forth in this Declaration, however long continued, shall in no event be deemed to be or constitute a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, easement, restriction and/or obligation, whether occurring prior or subsequent thereto. Anything contained in this Declaration to the contrary notwithstanding, WDPR (and/or its Affiliate(s) or Designee, as applicable) may enforce this Declaration and the terms, provisions, covenants and conditions herein by injunctive relief, and, in addition, may seek damages and all other rights and remedies available to WDPR (and/or its Affiliate(s) or Designee, as applicable), at law or in equity.

7. **TERM; ASSIGNMENT BY WDPR.**

7.1. **Term.** This Declaration shall be deemed effective as of the Effective Date and continue to be effective in perpetuity unless all or certain portions of the provisions of this Declaration are expressly terminated as provided elsewhere herein; provided, however, that if the perpetual term of this Declaration is deemed to violate the "Rule Against Perpetuities," or any similar law or rule, this Declaration shall continue in effect until twenty one (21) years after the death of the last survivor of the descendants of King Charles III, King of England living as of the date of this Declaration. Notwithstanding the foregoing or anything to the contrary herein, this Declaration will terminate as of the date that none of WDPR or any of its Affiliates (or their respective successor entities) owns any real property within ten (10) miles of the RCID Properties.

7.2. **Termination of Declaration Upon Transfer to WDPR or its Affiliates or Designee.** Upon the vesting of title to any of the RCID Properties or portion thereof in WDPR (or its Affiliates or their respective Designee, as applicable) this Declaration and all the terms and conditions contained herein shall terminate and be of no further force or effect as to such RCID Property or portion thereof without the need for any further documentation or amendment to this Declaration. If WDPR (or its Affiliates or their respective Designee, as applicable) shall ever become a Tenant of a RCID Property, then this Declaration shall be of no force or effect as to the activities by such Tenant or the use of the respective RCID Property by such Tenant for the duration that such entity remains a Tenant, all without the need for any further documentation or amendment to this Declaration.

7.3. **Assignment by WDPR.** WDPR has the right to assign all of its rights to, under and in this Declaration to any Affiliates of WDPR or to any Designee. WDPR shall promptly notify RCID, in writing, of any such assignment and the instrument by which such assignment is made.

8. **MISCELLANEOUS.**

8.1. **Rights Cumulative.** Except as is expressly provided herein, all rights, remedies, powers and privileges conferred by and under this Declaration shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred at law or in equity.

8.2. **Notices.**

8.2.1. Each notice or communication under this Declaration shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight air courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to the entity entitled or required to receive the same, WDPR or RCID, as appropriate. Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third day following the date postmarked by the United States Postal Service or on the second day following the date accepted by the courier service.

8.2.2. The addresses of the parties to which notices are to initially be sent pursuant to this Declaration are as follows:

If to WDPR: Walt Disney Parks and Resorts U.S., Inc.
 P.O. Box 10000
 1375 Buena Vista Drive
 4th Floor - North
 Lake Buena Vista, Florida 32830-1000
 Attention: Real Estate/Legal Department

With duplicate copy (which shall not constitute notice or service or process) to:

Walt Disney Parks and Resorts U.S., Inc.
c/o Walt Disney World Resort Operating Participants Department
1825 Live Oak Lane
Lake Buena Vista, Florida 32830
Attention: Vice President, Real Estate

If to RCID: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator

With duplicate copy (which shall not constitute notice or service or process) to:

Milgrim Law Group
3216 Corrine Drive
Orlando, Florida 32803
Attn: Edward G. Milgrim, Esq.

Notwithstanding the foregoing, if any notice or other communication has not been sent in compliance with this Section but has in fact actually been received by its intended recipient, then such notice or communication shall be deemed to have been duly given and received effective as of the date of actual receipt. Any entity may designate a different address or recipient for receiving notices by written notice to the other entities to receive notice, such notice to be given in accordance with this Section.

8.3. **Entire Declaration.** This Declaration may only be modified by a written instrument executed by WDPR. Notwithstanding the foregoing or anything to the contrary herein, RCID may unilaterally amend or terminate this Declaration at such time as no real property within ten (10) miles of the RCID Properties is owned by WDPR or any of its Affiliates.

8.4. **Severability.** If any clause or provision of this Declaration is illegal, invalid or unenforceable under applicable present or future Laws, the remainder of this Declaration shall not be affected and shall continue in full force and effect. In lieu of each clause or provision of this Declaration which is illegal, invalid or unenforceable, there shall be added as a part of this Declaration a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

8.5. **Governing Law.** This Declaration shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida, and, where applicable, the laws of the United States of America.

8.6. **Headings.** The use of headings, captions and numbers in this Declaration is solely for the convenience of identifying and indexing the various sections and shall in no event be considered in construing or interpreting any provision in this Declaration.

8.7. **Use of Pronouns, Words and Phrases.** Use of pronouns, words and phrases which are used in the singular in this Declaration shall include the plural and vice versa, and nouns and

pronouns in this Declaration which are used in any particular gender shall be deemed to include any other gender.

8.8. **Consent or Approval of WDPR.** In all instances where WDPR's reasonable consent or approval is required under this Declaration, or in any instance where common law or equity would require WDPR to act reasonably or to not unreasonably withhold its approval or consent, WDPR shall be entitled to take into account, in determining whether or not to grant or withhold approval or consent, the proximity of the RCID Properties to the WALT DISNEY WORLD® Resort and WDPR and WDPR's Affiliates' concerns that the RCID Properties comply with this Declaration and the provisions, covenants, conditions, restrictions and obligations contained herein. Except where expressly stated herein to the contrary, in all instances where WDPR's consent or approval is required hereby, or where WDPR is entitled to use its discretion, WDPR shall be entitled to grant or withhold such consent or approval, and to exercise its discretion, in WDPR's sole and absolute discretion.

8.9. **Interpretation.** If any provision, covenant, condition, restriction or obligation set forth in this Declaration is capable of two (2) interpretations, one (1) of which would render the provision, covenant, condition, restriction or obligation illegal, invalid or unenforceable and the other of which would render the provision, condition, restriction or obligation legal, valid and enforceable, then the provision, covenant, condition, restriction or obligation shall have the meaning which shall render it legal, valid and enforceable. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Declaration.

8.10. **FORUM AND VENUE FOR LEGAL PROCEEDINGS/WAIVER OF JURY TRIAL.** ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS DECLARATION, OR TO INTERPRET, CONSTRUE OR SEEK ANY DECLARATION WITH RESPECT TO ANY RIGHTS, REMEDIES OR RESPONSIBILITIES HEREUNDER, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY MATTER PERTAINING TO THIS DECLARATION, SHALL BE SUBMITTED EXCLUSIVELY FOR TRIAL, WITHOUT A JURY, BEFORE THE CIRCUIT COURT FOR ORANGE COUNTY, FLORIDA; OR IF SUCH COURT SHALL NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA HAVING SUBJECT MATTER JURISDICTION. RCID HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREES TO ACCEPT SERVICE OF PROCESS IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO, AND EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.

8.11. **Time of the Essence.** Time shall be of the essence with respect to all of the provisions of this Declaration.

8.12. **Recording of this Declaration.** This Declaration shall not be recorded by RCID in the Public Records of the county in which the RCID Properties are located without the written approval of WDPR. WDPR, at its sole cost and expense, shall have the option to record this Declaration in the Public Records of the county in which the RCID Properties are located without the prior consent or approval of RCID.

—THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK—

IN WITNESS WHEREOF, RCID has caused this Declaration to be executed and sealed by its duly authorized representative, all effective as of the Effective Date.

WITNESSES

"RCID"

Witness Signature: [Signature]
Name of Witness: Lisa Graham

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

Witness Signature: [Signature]
Name of Witness: Edward F. Milgrom

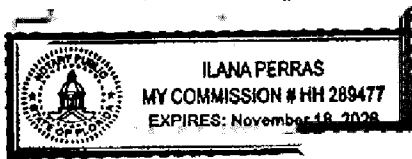
[Signature]
By: _____

John H. Classe, Jr., District Administrator

Date: 2/8/23

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me by means of physical presence or online notarization, this 8th day of February, 2023, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me or presented on present if applicable as identification. (Set forth type of identification presented, if applicable).



[Signature]
Signature of Notary Public-State of Florida
(AFFIX STAMP)

Exhibit A-1

**DESCRIPTION
OF
PARCEL 1**

Ref: Orange County Parcel 282428000000061

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 32.01 feet to a point on the Northerly right-of-way line of Buena Vista Drive as described in Official Records Book 3336, Page 1199 of the Public Records of Orange County; thence run along said right-of-way line S 65°32'52" E, 546.27 feet; thence N 24°27'08" E, 43.78 feet to the Point of Beginning, thence S 68°22'14" E, 825.35 feet; thence N 21°37'46" E, 29.13 feet; thence S 68°22'14" E, 109.67 feet; thence N 21°37'46" E, 360.89 feet; thence N 68°22'14" W, 814.52 feet; thence S 21°37'46" W, 323.89 feet; thence N 68°22'14" W, 120.50 feet; thence S 21°37'46" W, 66.13 feet to the Point of Beginning, containing 7.402 Acres, more or less.

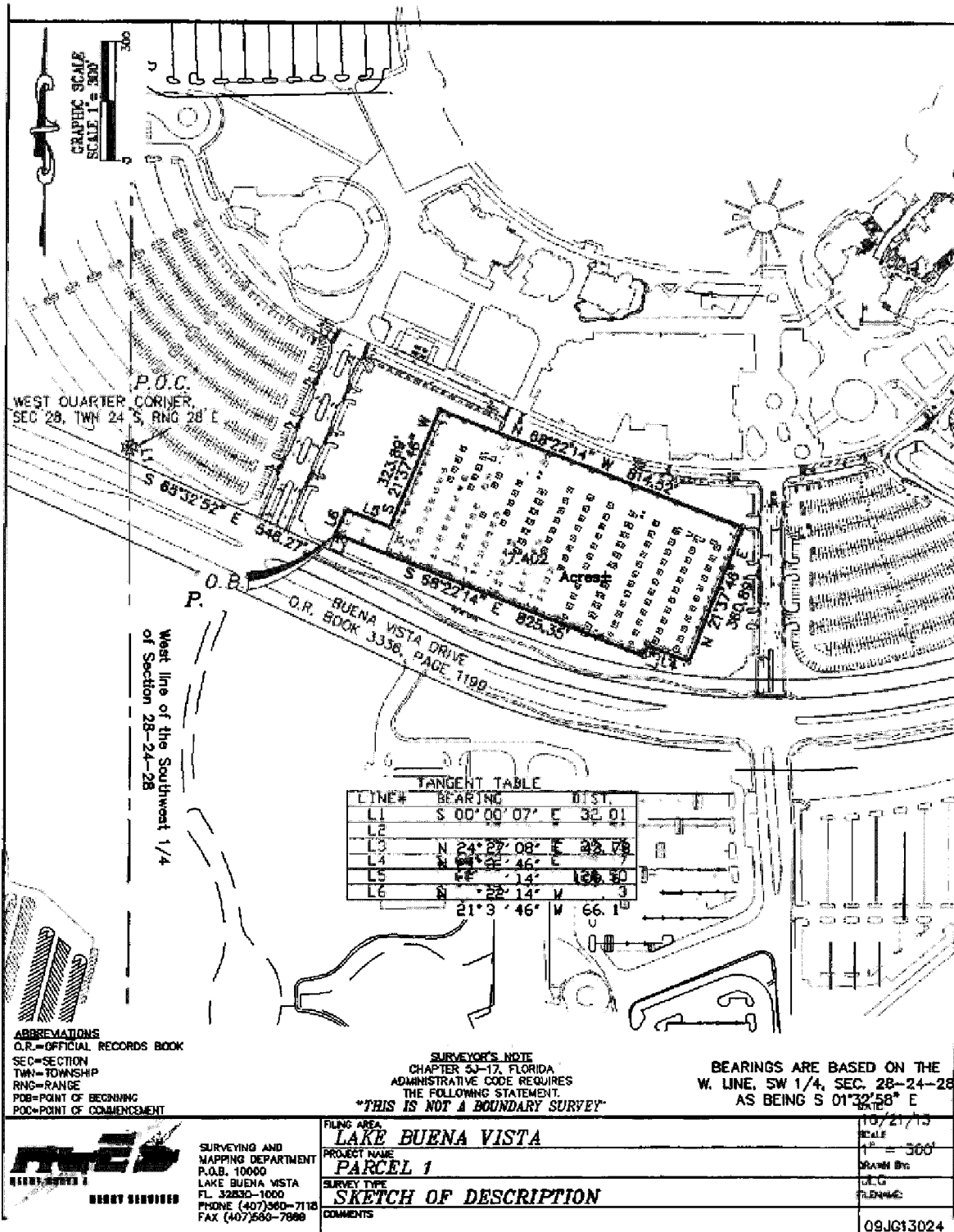


Exhibit A-2

DESCRIPTION
OF
GARAGE A1 ENTRANCE

Ref: Orange County Parcel 282428000000071

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 32.70 feet to a point on the Northerly right-of-way line of Buena Vista Drive as described in Official Records Book 3336, Page 1188 of the Public Records of Orange County Florida; thence run along said right-of-way line the following three courses; S 65°32'23" E, 549.09 feet to the Point of Beginning, S 65°32'23" E, 390.82 feet to a point of curvature of a curve concave Northerly having a radius of 1816.86 feet, and a central angle of 25°34'31"; run Easterly along the arc of said curve, 810.99 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 48.00 feet, and a central angle of 59°13'59"; thence from a tangent bearing of N 58°59'29" W run Northwesterly along the arc of said curve, 49.62 feet; thence N 00°14'30" E, 35.39 feet; thence N 03°52'35" W, 69.70 feet; thence N 00°14'40" E, 106.90 feet to a point of curvature of a curve concave Southwesterly having a radius of 89.00 feet, and a central angle of 68°36'25"; thence run Northwesterly along the arc of said curve, 106.57 feet; thence N 68°22'34" W, 45.86 feet; thence run along the boundary of a deed recorded in Official Records Book 10681, Page 1295 of the Public Records of Orange County Florida, S 21°37'46" W, 72.81 feet; thence S 68°22'14" E, 49.39 feet; thence S 21°37'46" W, 112.00 feet; thence N 68°22'15" W, 7.92 feet; thence S 21°39'02" W, 73.53 feet; thence N 68°20'58" W, 27.92 feet; thence S 21°38'37" W, 13.69 feet; thence N 68°22'14" W, 13.53 feet; thence run along aforesaid deed the following courses; S 21°37'46" W, 56.00 feet; N 68°22'14" W, 109.67 feet; S 21°37'46" W, 29.13 feet; N 68°22'14" W, 825.35 feet; S 21°37'46" W, 44.40 feet to the Point of Beginning, containing 2.281 Acres, more or less.

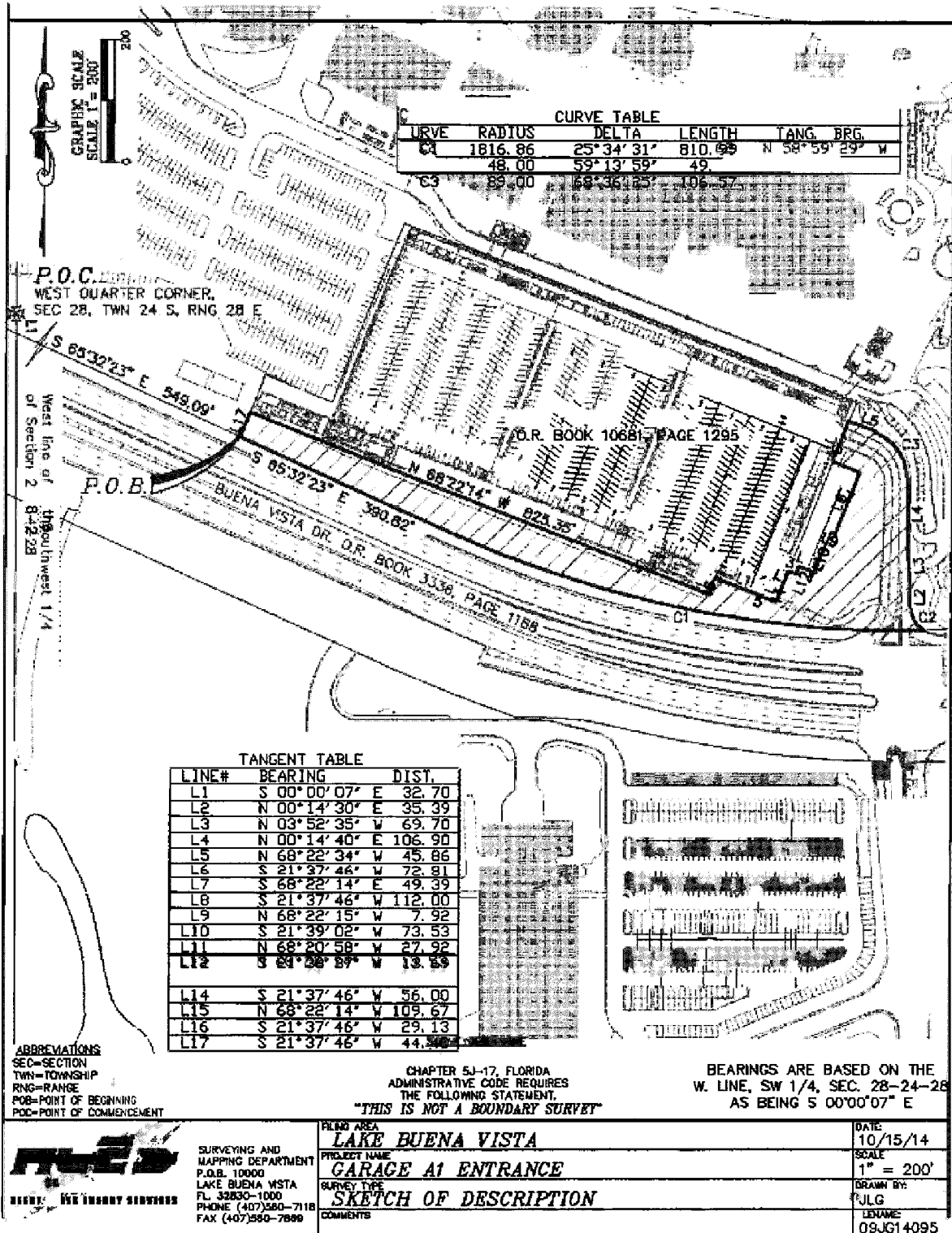


Exhibit A-3

DESCRIPTION
OF
GARAGE A1 EAST NODE

Ref: Orange County Parcel 282428000000065

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 143.14 feet; thence N 90°00'00" E, 1507.09 feet to the Point of Beginning, thence N 30°12'01" E, 45.79 feet; thence S 59°47'59" E, 16.25 feet; thence N 30°12'01" E, 44.17 feet; thence S 59°47'59" E, 26.67 feet; thence S 30°12'01" W, 44.17 feet; thence S 59°47'59" E, 29.00 feet; thence S 30°12'01" W, 32.00 feet; thence N 59°47'59" W, 12.75 feet; thence S 30°12'01" W, 13.79 feet; thence N 59°47'59" W, 59.17 feet to the Point of Beginning, containing 4295 square feet, more or less.

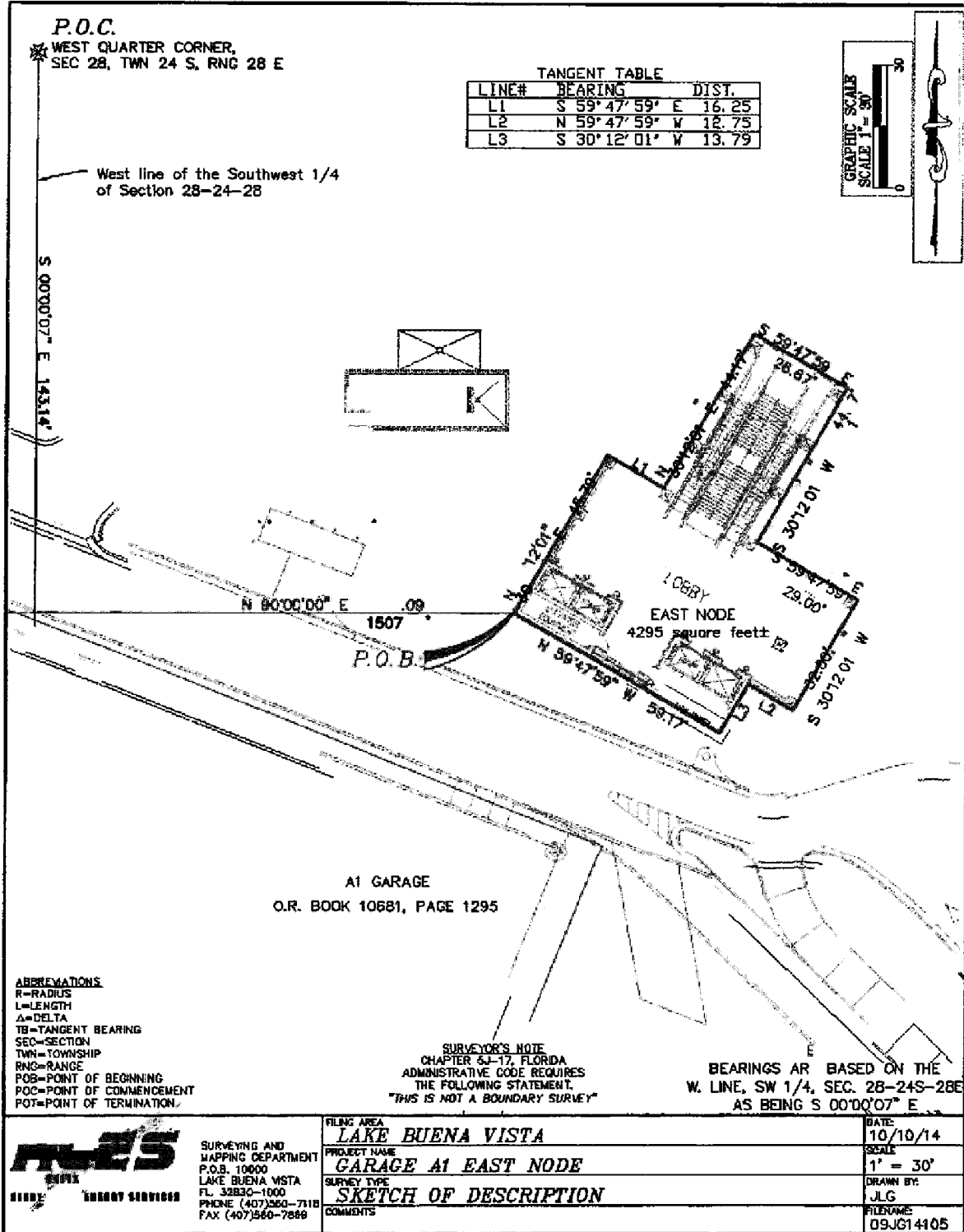


Exhibit A-4

DESCRIPTION
OF
GARAGE A1 WEST NODE

Ref: Orange County Parcel 282428000000064

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Northwest 1/4 of said Section 28, N 00°00'15" W, 74.94 feet; thence N 90°00'00" E, 915.15 feet to the Point of Beginning; thence N 22°26'10" E, 24.01 feet to a point on a non-tangent curve concave Southerly having a radius of 179.65 feet, and a central angle of 03°14'25"; thence from a tangent bearing of S 77°04'27" E run Easterly along the arc of said curve, 10.16 feet; thence N 22°32'16" E, 4.78 feet; thence S 67°27'44" E, 1.87 feet; thence S 22°32'17" W, 4.58 feet to a point on a non-tangent curve concave Southerly having a radius of 179.65 feet, and a central angle of 05°28'17"; thence from a tangent bearing of S 73°13'58" E run Easterly along the arc of said curve, 17.16 feet; thence N 22°32'16" E, 4.67 feet; thence S 67°27'44" E, 1.87 feet; thence S 22°32'16" W, 4.67 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 179.65 feet, and a central angle of 05°28'17"; thence from a tangent bearing of S 67°09'48" E run Southeasterly along the arc of said curve, 17.16 feet; thence N 22°32'16" E, 4.58 feet; thence S 67°27'44" E, 1.87 feet; thence S 22°32'16" W, 4.78 feet to a point on a non-tangent curve concave Southwesterly having a radius of 179.65 feet, and a central angle of 03°14'28"; thence from a tangent bearing of S 61°05'26" E run Southeasterly along the arc of said curve, 10.16 feet; thence S 22°43'18" W, 24.00 feet; thence N 67°28'06" W, 59.88 feet to the Point of Beginning, containing 1566 square feet, more or less.

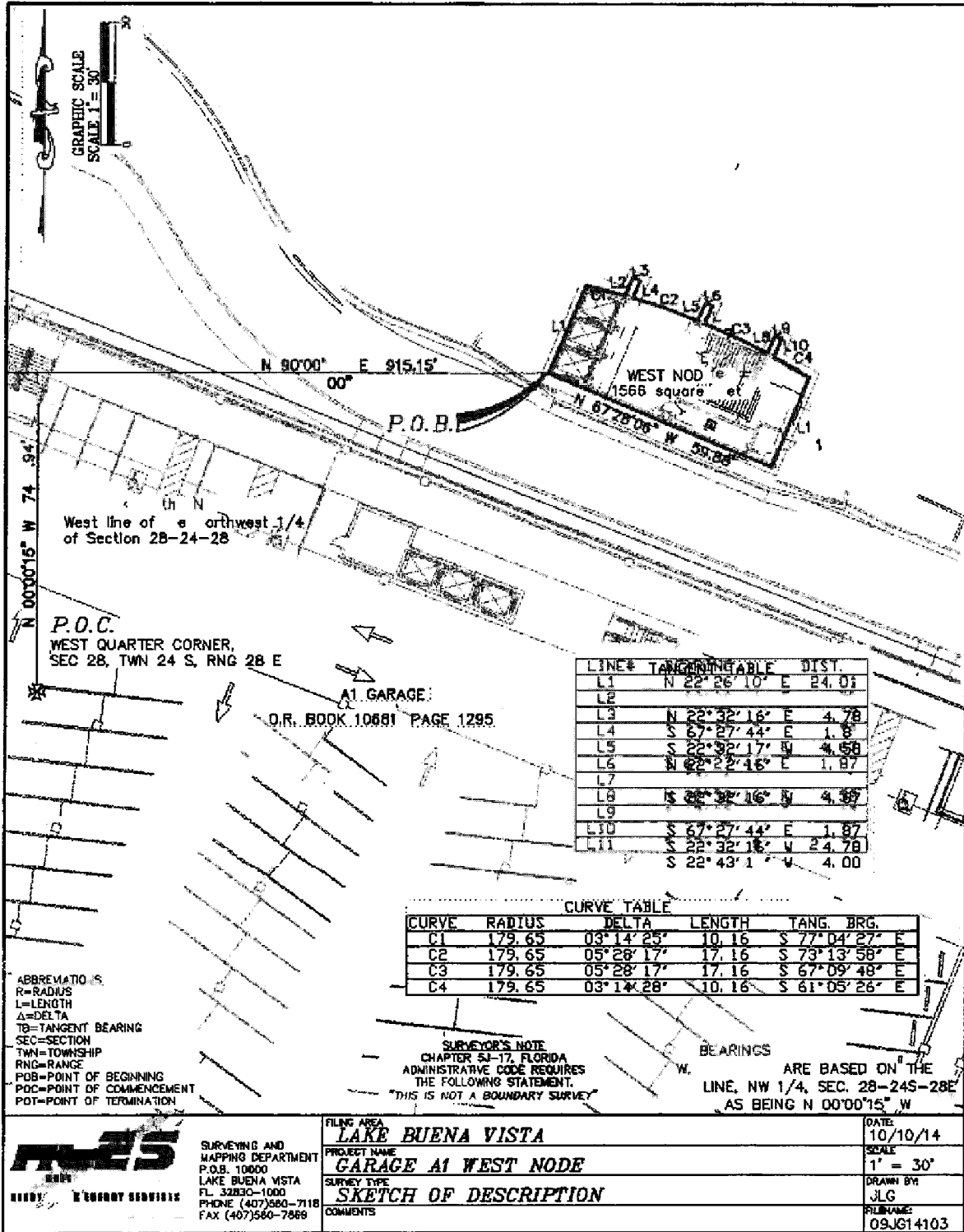


Exhibit A-5

DESCRIPTION
OF
GARAGE A1 SERVICE AREA

Ref: Orange County Parcel 282428000000066

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 32.70 feet to a point on the Northerly right-of-way line of Buena Vista Drive as described in Official Records Book 3336, Page 1199 of the Public Records of Orange County; thence run along said right-of-way line the following two courses; S 65°32'23" E, 939.91 feet to a point of curvature of a curve concave Northerly having a radius of 1816.86 feet, and a central angle of 17°19'56"; run Easterly along the arc of said curve, 549.61 feet; thence N 21°37'46" E, 37.16 feet to a point on a deed recorded in Official Records Book 10681, Page 1295 of the Public records of Orange County; thence run along said line; N 21°37'46" E, 56.00 feet to the Point of Beginning of the aforementioned deed recorded in Official Records Book 10681, Page 1295 of the Public records of Orange County, thence continue N 21°37'46" E, 199.21 feet; thence S 68°22'14" E, 49.39 feet; thence S 21°37'46" W, 112.00 feet; thence N 68°22'15" W, 7.92 feet; thence S 21°39'02" W, 73.53 feet; thence N 68°20'58" W, 27.92 feet; thence S 21°38'37" W, 13.69 feet; thence N 68°22'14" W, 13.53 feet to the Point of Beginning, containing 8765 square feet, more or less.

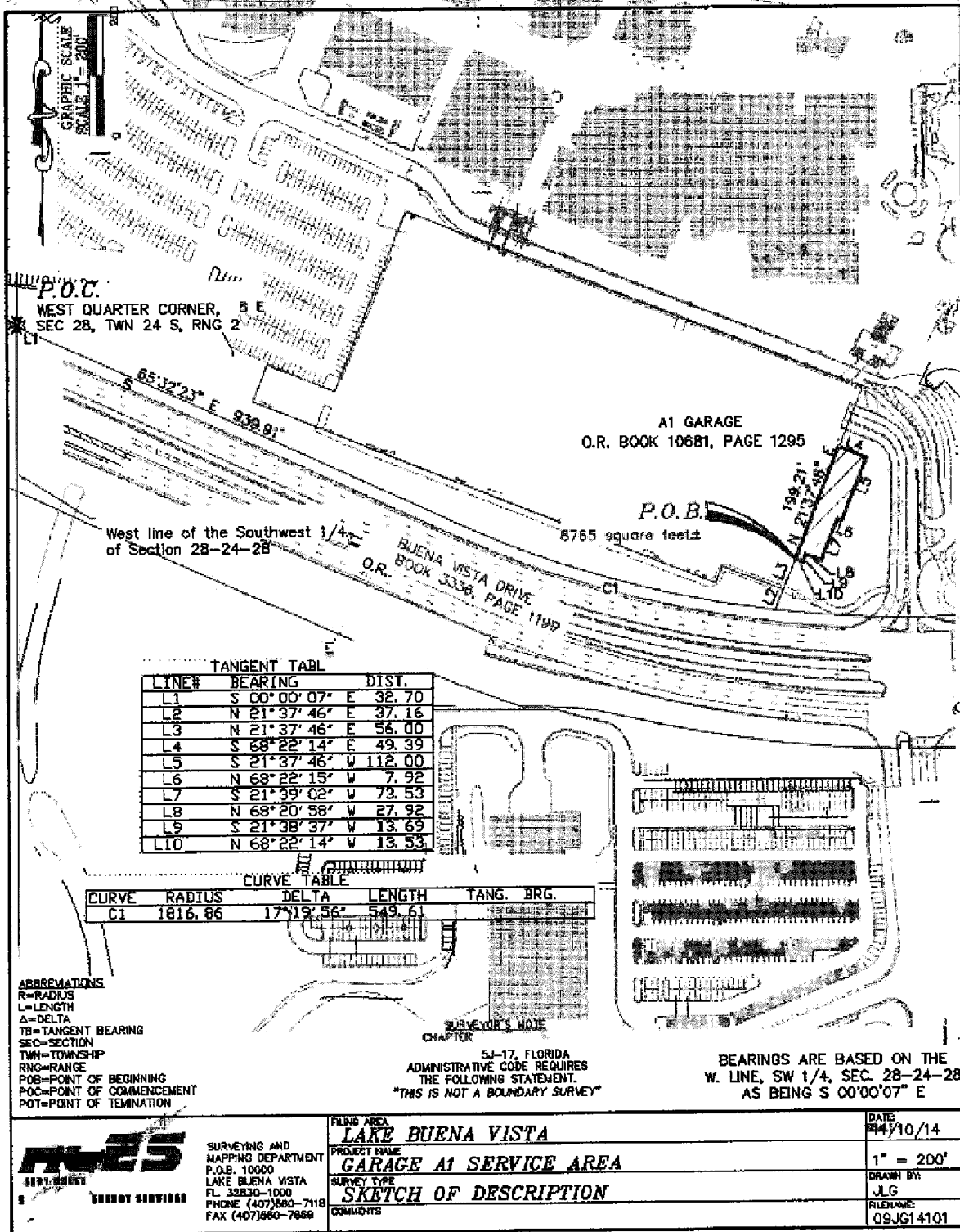


Exhibit A-6

**DESCRIPTION
OF
PARCEL 13.2**

Ref: Orange County Parcel 282428000000075

A parcel of land lying in Sections 28 and 29, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 29, run along the East line of the Southeast 1/4 of said Section 29, S 00°00'07" E, 32.70 feet, to a point on the right of way line of Buena Vista Drive as described in Official Records Book 3336, Page 1199 of the Public Records of Orange County, Florida, and the Point of Beginning; thence run along said right of way line N 65°32'23" W, 160.70 feet; thence N 46°04'50" E, 217.41 feet; thence S 43°55'10" E, 25.50 feet to a point on a non-tangent curve concave Southeasterly having a radius of 195.51 feet, and a central angle of 17°54'22"; thence from a tangent bearing of S 46°04'50" W run Southwesterly along the arc of said curve, 61.10 feet; to a point of compound curvature of a curve concave Easterly having a radius of 45.50 feet, and a central angle of 82°33'52"; thence run Southerly along the arc of said curve, 65.57 feet; to a point of compound curvature of a curve concave Northerly having a radius of 317.03 feet, and a central angle of 29°37'59"; thence run Easterly along the arc of said curve, 163.96 feet; thence S 84°20'09" E, 230.00 feet to a point of curvature of a curve concave Southwesterly having a radius of 83.04 feet, and a central angle of 108°48'30"; thence run Southeasterly along the arc of said curve, 157.70 feet; thence S 24°36'58" W, 8.65 feet; thence S 68°29'06" E, 89.19 feet; thence S 21°37'46" W, 87.65 feet; thence run along said right of way line N 65°32'23" W, 549.09 feet to the Point of Beginning, containing 1.884 Acres, more or less.

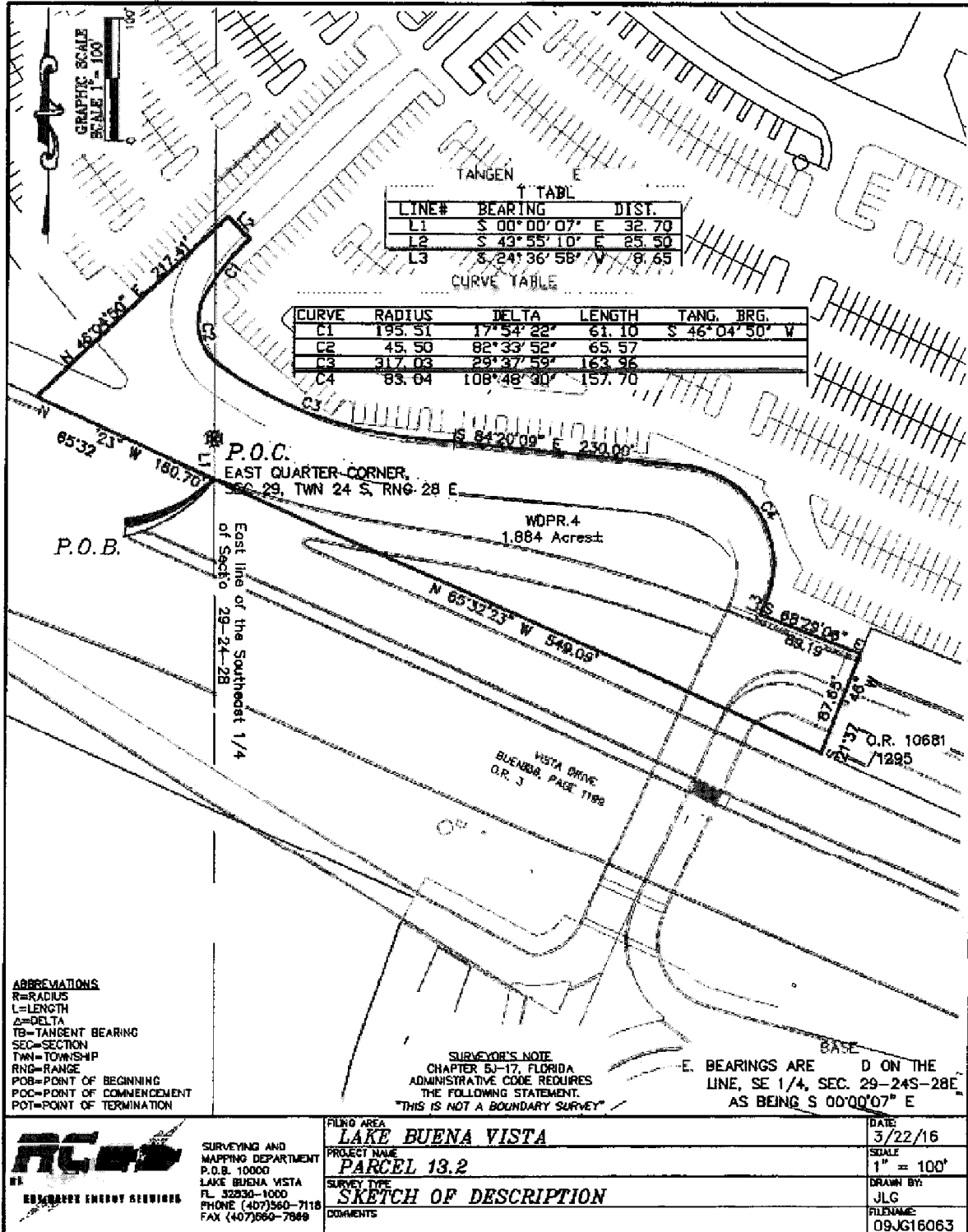


Exhibit A-7

DESCRIPTION
OF
GARAGE A2

Ref: Orange County Parcel 282428000000069

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 340.38 feet; thence N 90°00'00" E, 2524.29 feet to the a point on the North right-of-way line of Buena Vista Drive as described in Official Records Book 2125, Page 311 and Book 2647, Page 1635 and 3336, Page 1199 Public Records of Orange County Florida and Point of Beginning, thence run along said right-of-way line the following courses; S 64°45'36" E, 24.25 feet to a point of curvature of a curve concave Northwesterly having a radius of 5.00 feet, and a central angle of 110°11'36"; run Northeasterly along the arc of said curve, 9.62 feet; to a point of compound curvature of a curve concave Westerly having a radius of 45.89 feet, and a central angle of 30°56'43"; run Northerly along the arc of said curve, 24.79 feet; to a point on a non-tangent curve concave Northwesterly having a radius of 1816.52 feet, and a central angle of 05°56'52"; from a tangent bearing of N 58°50'22" E run Northeasterly along the arc of said curve, 188.57 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 2771.99 feet, and a central angle of 07°20'22"; run Northeasterly along the arc of said curve, 355.09 feet; N 45°33'08" E, 410.31 feet; S 43°06'29" E, 14.47 feet; N 45°33'10" E, 113.68 feet; N 45°12'49" W, 14.83 feet to a point on a non-tangent curve concave Northwesterly having a radius of 770.02 feet, and a central angle of 02°20'44"; from a tangent bearing of N 43°48'23" E run Northeasterly along the arc of said curve, 31.52 feet; to a point on a non-tangent curve concave Northerly having a radius of 49.13 feet, and a central angle of 48°03'19"; thence departing said right-of-way line from a tangent bearing of S 81°47'30" W run Westerly along the arc of said curve, 41.20 feet; thence N 44°16'54" W, 23.97 feet; thence N 42°24'23" W, 73.73 feet to a point of curvature of a curve concave Southerly having a radius of 114.00 feet, and a central angle of 65°40'42"; thence run Westerly along the arc of said curve, 130.68 feet; thence N 19°22'23" W, 2.58 feet to a point on a non-tangent curve concave Southeasterly having a radius of 116.77 feet, and a central angle of 26°08'41"; thence from a tangent bearing of S 71°51'47" W run Southwesterly along the arc of said curve, 53.28 feet; thence S 45°43'06" W, 15.75 feet; thence N 44°16'54" W, 7.75 feet; thence S 45°43'06" W, 147.58 feet; thence N 44°16'54" W, 62.74 feet; thence S 45°43'38" W, 540.25 feet to a point of curvature of a curve concave Southeasterly having a radius of 90.84 feet, and a central angle of 05°25'41"; thence run Southwesterly along the arc of said curve, 8.61 feet; thence S 44°16'54" E, 40.08 feet; thence S 45°43'06" W, 37.79 feet to a point of curvature of a curve concave Easterly having a radius of 64.00 feet, and a central angle of 64°49'32"; thence run Southerly along the arc of said curve, 72.41 feet; thence S 19°06'26" E, 162.56 feet; thence S 68°09'50" W, 55.33 feet; thence S 21°50'11" E, 41.82 feet to a point of

curvature of a curve concave Westerly having a radius of 43.00 feet, and a central angle of $80^{\circ}04'03''$; thence run Southerly along the arc of said curve, 60.09 feet to the Point of Beginning, containing 6.63 acres, more or less.

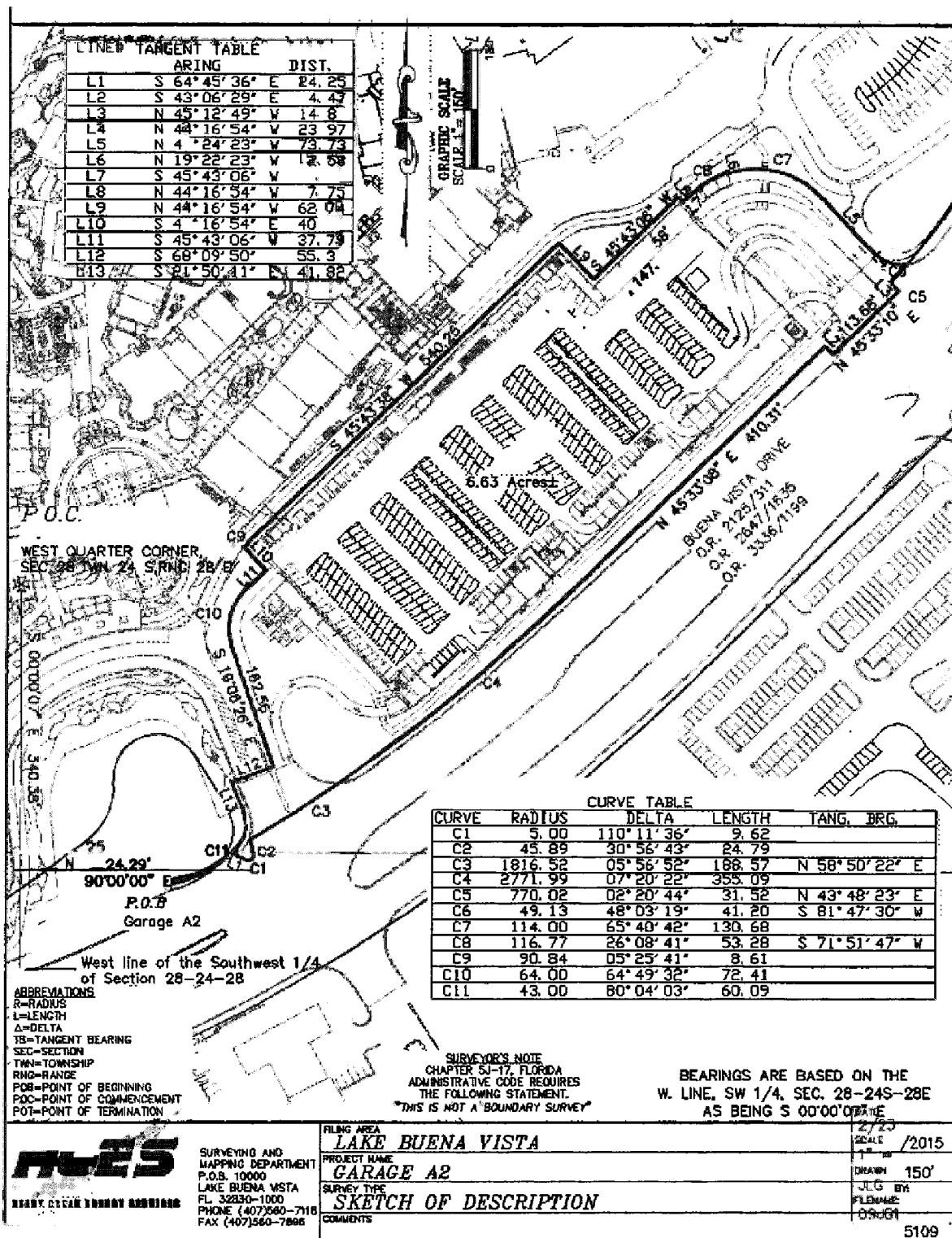


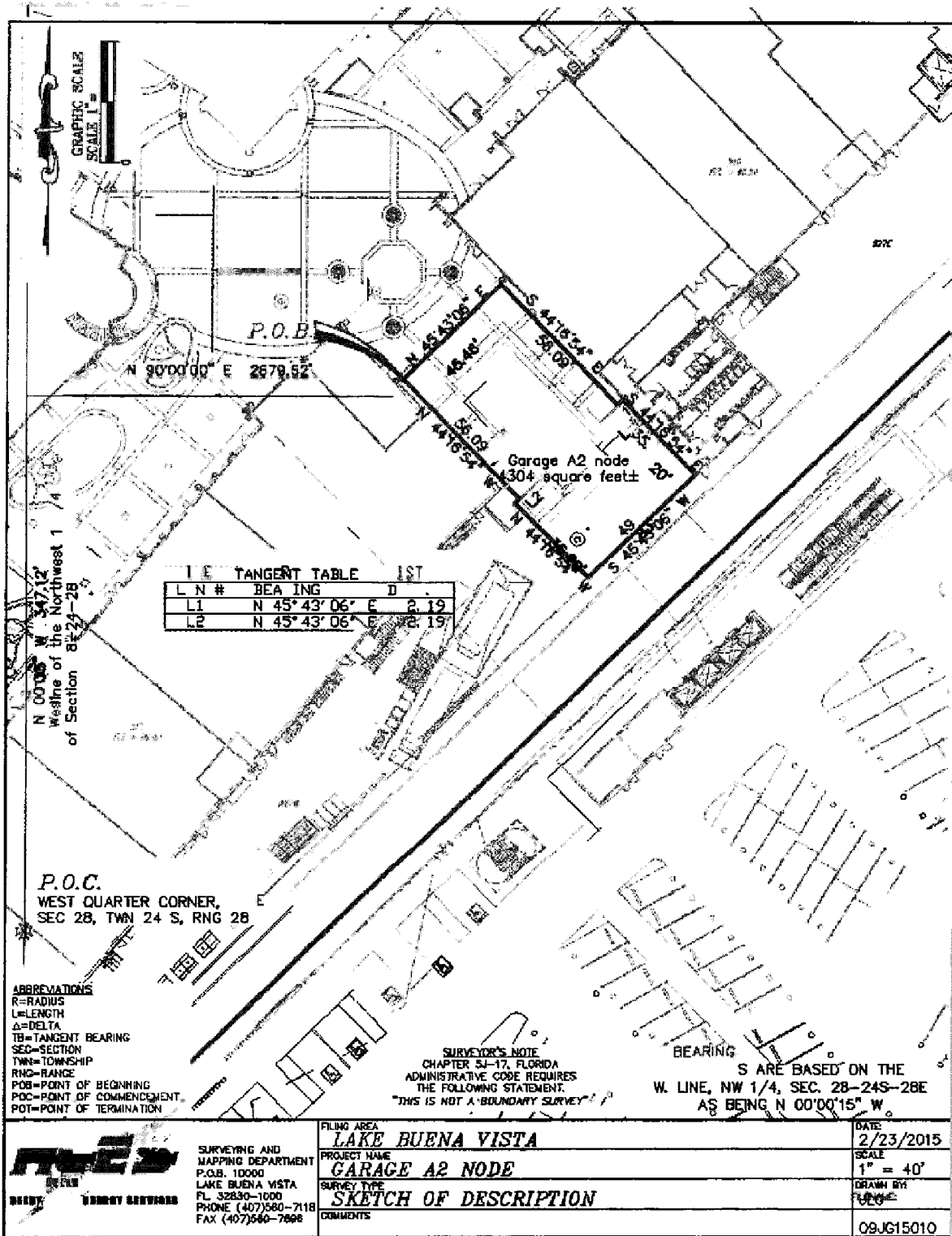
Exhibit A-8

DESCRIPTION
OF
GARAGE A2 NODE

Ref: Orange County Parcel 282428000000070

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Northwest 1/4 of said Section 28, N 00°00'15" W, 347.12 feet; thence N 90°00'00" E, 2679.62 feet to the Point of Beginning, thence N 45°43'06" E, 45.46 feet; thence S 44°16'54" E, 56.09 feet; thence N 45°43'06" E, 2.19 feet; thence S 44°16'54" E, 35.20 feet; thence S 45°43'06" W, 49.83 feet; thence N 44°16'54" W, 35.20 feet; thence N 45°43'06" E, 2.19 feet; thence N 44°16'54" W, 56.09 feet to the Point of Beginning, containing 4304 square feet, more or less.



SURVEYING AND
 MAPPING DEPARTMENT
 P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE (407)560-7118
 FAX (407)560-7698

FILING AREA
LAKE BUENA VISTA
 PROJECT NAME
GARAGE A2 NODE
 SURVEY TYPE
SKETCH OF DESCRIPTION
 COMMENTS

DATE
 2/23/2015
 SCALE
 1" = 40'
 DRAWN BY
 FIVE
 09JG15010

Exhibit A-9

DESCRIPTION
OF
PARCEL 1

Ref: Orange County Parcel 28242800000080

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, N 00°00'07" W, 498.48 feet; thence N 89°59'53" E, 621.37 feet to a point on the Easterly boundary of a deed recorded in Official Records Book 10852, Page 9478 of the Public records of Orange County Florida and the Point of Beginning, and a point on a non-tangent curve concave Northerly having a radius of 513.14 feet, and a central angle of 14°56'06"; thence from a tangent bearing of N 81°05'24" W run Westerly along the arc of said curve and deed, 133.76 feet; thence N 79°50'07" E, 33.82 feet; thence S 10°04'53" E, 15.00 feet; thence N 79°54'45" E, 1178.57 feet; thence N 00°41'10" E, 279.34 feet to a point on a non-tangent curve concave Southeasterly having a radius of 45.24 feet, and a central angle of 58°01'41"; thence from a tangent bearing of N 02°12'23" W run Northeasterly along the arc of said curve, 45.82 feet; thence N 34°06'25" W, 16.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 118.00 feet, and a central angle of 19°58'42"; thence from a tangent bearing of N 70°05'35" E run Northeasterly along the arc of said curve, 41.15 feet; thence N 50°06'53" E, 428.47 feet; thence S 40°29'34" E, 13.53 feet to a point on a non-tangent curve concave Southerly having a radius of 45.00 feet, and a central angle of 90°49'13"; thence from a tangent bearing of N 49°30'27" E run Easterly along the arc of said curve, 71.33 feet; thence S 39°40'20" E, 10.22 feet to a point of curvature of a curve concave Northeasterly having a radius of 30.00 feet, and a central angle of 43°31'08"; thence run Southeasterly along the arc of said curve, 22.79 feet; thence S 83°11'29" E, 62.90 feet to a point of curvature of a curve concave Northerly having a radius of 30.00 feet, and a central angle of 46°55'08"; thence run Easterly along the arc of said curve, 24.57 feet; thence N 49°53'23" E, 82.76 feet to a point of curvature of a curve concave Northwesterly having a radius of 30.00 feet, and a central angle of 46°08'21"; thence run Northeasterly along the arc of said curve, 24.16 feet; thence N 03°45'03" E, 83.05 feet to a point of curvature of a curve concave Southeasterly having a radius of 45.00 feet, and a central angle of 65°30'09"; thence run Northeasterly along the arc of said curve, 51.45 feet; thence N 69°15'12" E, 4.72 feet; thence N 18°26'18" W, 23.85 feet to a point on a non-tangent curve concave Northerly having a radius of 514.02 feet, and a central angle of 02°14'31"; thence from a tangent bearing of N 71°33'44" E run Easterly along the arc of said curve, 20.11 feet; thence N 69°19'14" E, 245.96 feet; thence N 69°19'14" E, 11.20 feet to a point of curvature of a curve concave Northwesterly having a radius of 1026.03 feet, and a central angle of 07°59'11"; thence run Northeasterly along the arc of said curve, 143.02 feet; thence N 61°20'02" E, 27.28 feet; thence N 28°39'58" W, 12.04 feet to a point on a non-tangent curve concave Northwesterly having a radius of 402.01 feet, and a central angle of 21°32'12"; thence from a tangent bearing of N 60°31'26" E run Northeasterly along the arc of said curve, 151.11 feet; thence N 38°59'14" E, 5.74 feet; thence N 50°41'01" W, 21.31 feet to a point on a non-tangent curve concave Northwesterly having a radius of 32.00 feet, and a central angle of 38°21'31"; thence from a tangent bearing of N 51°09'53" E run Northeasterly along the arc of said curve, 21.42 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 76.00 feet, and a central angle of 73°05'53"; thence run Northwesterly along the arc of said curve, 96.96 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 124.00 feet, and a central angle of 31°37'33"; thence run Northwesterly along the arc of said curve, 68.45 feet; thence N 28°39'58" W, 43.01 feet; thence S 58°19'47" W, 12.80 feet; thence N 31°40'14" W, 62.42 feet to a point on a non-tangent curve concave Northeasterly having a radius of 41.00 feet, and a central angle of 27°14'25"; thence from a tangent bearing of N 59°45'09" W run Northwesterly along the arc of said curve, 19.49 feet; thence N 32°30'45" W, 113.04 feet to a point on the Southerly right of way line of Buena Vista Drive as described in Official Records Book 3336, Page 1199 of the Public Records of Orange County, Florida; and a point on a non-tangent curve concave Northwesterly having a radius of 2002.86 feet, and a central angle of 04°36'15"; thence from a tangent bearing of N 58°29'08" E run Northeasterly along the arc of said curve and right of way, 160.94 feet; thence run along

the boundary of a deed recorded in instrument number 20160228229 in the Public Records of Orange County, Florida the following courses; S 36°07'07" E, 13.95 feet; thence S 02°10'36" E, 48.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 38.00 feet, and a central angle of 59°32'36"; thence run Southwesterly along the arc of said curve, 39.49 feet; thence S 57°22'00" W, 30.95 feet; thence S 32°38'00" E, 355.99 feet; thence S 47°04'51" W, 73.67 feet to a point on a non-tangent curve concave Northeasterly having a radius of 63.50 feet, and a central angle of 180°00'00"; thence from a tangent bearing of S 43°35'47" W run Southeasterly along the arc of said curve, 199.49 feet; thence departing said deed run along the Westerly limited access right of way line of the I-4 (Disney World) Interchange as show on Florida Department of Transportation right-of-way map section 75000-2520 and dated July 28, 1980, last revised on March 5, 1998, S 43°45'36" W, 160.24 feet; thence N 46°14'24" W, 40.00 feet; thence S 43°45'36" W, 24.00 feet; thence S 46°14'24" E, 40.00 feet to a point on the aforesaid Westerly limited access right of way line; thence run along aforesaid Westerly limited access right of way line, S 43°45'36" W, 79.20 feet to a point on the boundary of a deed recorded in instrument number 20160228229 in the Public Records of Orange County, Florida; and a point on a non-tangent curve concave Southwesterly having a radius of 60.20 feet, and a central angle of 177°25'45"; thence from a tangent bearing of N 43°35'39" E run Northwesterly along the arc of said curve and deed, 186.42 feet; thence continue along said deed the following courses; S 46°09'54" W, 142.91 feet to a point of curvature of a curve concave Northwesterly having a radius of 150.00 feet, and a central angle of 23°09'24"; thence run Southwesterly along the arc of said curve, 60.62 feet; thence S 69°19'18" W, 164.30 feet to a point of curvature of a curve concave Southeasterly having a radius of 150.00 feet, and a central angle of 55°14'06"; thence run Southwesterly along the arc of said curve, 144.61 feet; thence S 14°05'11" W, 108.98 feet to a point of curvature of a curve concave Northwesterly having a radius of 100.00 feet, and a central angle of 35°43'22"; thence run Southwesterly along the arc of said curve, 62.35 feet; thence S 49°48'33" W, 334.77 feet to a point of curvature of a curve concave Northerly having a radius of 300.00 feet, and a central angle of 43°56'06"; thence run Westerly along the arc of said curve, 230.04 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 73.13 feet, and a central angle of 192°46'47"; thence run Southerly along the arc of said curve, 246.07 feet to a point on the aforesaid Westerly limited access right of way line of the I-4 (Disney World) Interchange; and a point on a non-tangent curve concave Northerly having a radius of 1809.91 feet, and a central angle of 10°32'03"; thence departing said deed from a tangent bearing of S 69°20'42" W run Westerly along the arc of said curve limited access right of way, 332.76 feet; thence continue along said Westerly limited access right of way, S 79°53'09" W, 867.70 feet to the Point of Beginning, containing 7.528 Acres, more or less.

Together with;

PARCEL 2

Ref: A portion of Orange County Parcel 28242800000082

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 188.41 feet; thence N 89°59'53" E, 3028.83 feet to a point on the Southerly right of way line of Buena Vista Drive as described in Official Records Book 3336, Page 1199 of the Public Records of Orange County, Florida, the Point of Beginning, and a point on a non-tangent curve concave Northwesterly having a radius of 2957.79 feet, and a central angle of 01°58'21"; thence from a tangent bearing of N 47°31'58" E run Northeasterly along the arc of said curve and right of way line, 101.83 feet; thence continue along said right of way line the following two courses; N 45°33'36" E, 500.00 feet to a point of curvature of a curve concave Northwesterly having a radius of 956.01 feet, and a central angle of 06°53'49"; thence run Northeasterly along the arc of said curve, 115.08 feet; to a point on a non-tangent curve concave Westerly having a radius of 100.00 feet, and a central angle of 09°26'36"; thence from a tangent bearing of S 01°09'56" E run Southerly along the arc of said curve, 16.48 feet; thence S 08°16'39" W, 5.29 feet; thence N 86°06'48" E, 18.78 feet; thence S 03°53'11" E, 12.04 feet; thence N 86°06'48" E, 23.98 feet; thence S 03°53'12" E, 25.68 feet; thence S 86°06'48" W, 24.01 feet; thence S 03°53'12" E, 11.97 feet; thence S 86°06'48" W, 19.24 feet; thence S 37°38'17" W, 52.85 feet to a point on a non-tangent curve concave Southwesterly having a radius of 170.00 feet, and a central angle of 29°38'18"; thence from a tangent bearing of S 38°35'45" E run Southeasterly along the arc of said curve, 87.94 feet; thence S 09°53'02" E, 43.95 feet to a point on a non-tangent curve concave Northeasterly having a radius of 198.01 feet, and a central angle of

18°54'38"; thence from a tangent bearing of S 15°34'43" E run Southeasterly along the arc of said curve, 65.35 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 287.01 feet, and a central angle of 06°54'13"; thence from a tangent bearing of S 36°00'00" E run Southeasterly along the arc of said curve, 34.58 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 101.00 feet, and a central angle of 46°48'22"; thence run Southerly along the arc of said curve, 82.51 feet; thence S 46°23'57" E, 106.45 feet to a point on the Westerly limited access right of way line of the I-4 (Disney World) interchange as show on Florida Department of Transportation right-of-way map section 75000-2520 and dated July 28, 1980, last revised on March 5, 1998; thence run along said Westerly limited access right of way the following two courses; S 38°29'39" W, 202.26 feet; S 43°35'39" W, 66.92 feet to a point on the boundary of a deed recorded in instrument number 20160228229 in the Public Records of Orange County, Florida; thence run along said deed the following courses; N 44°46'10" W, 173.16 feet to a point of curvature of a curve concave Southerly having a radius of 75.00 feet, and a central angle of 98°12'34"; thence run Westerly along the arc of said curve, 128.56 feet; thence S 37°01'17" W, 89.88 feet to a point of curvature of a curve concave Northerly having a radius of 40.00 feet, and a central angle of 94°14'24"; thence run Westerly along the arc of said curve, 65.79 feet; thence N 48°44'20" W, 203.92 feet to the Point of Beginning, containing 4.664 Acres, more or less.

Together with;

PARCEL 3

Ref: Orange County Parcel 28242800000083

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Northwest 1/4 of said Section 28, N 00°00'15" W, 448.20 feet; thence N 89°59'45" E, 3297.68 feet to a point on the boundary of a deed recorded in Official Records Book 10905, Page 9175 of the Public Records of Orange County, Florida and the Point of Beginning, thence N 43°36'48" E, 21.88 feet; thence N 46°23'12" W, 19.75 feet; thence N 43°36'48" E, 2.15 feet; thence N 46°39'01" W, 38.42 feet; thence N 43°36'48" E, 19.88 feet; thence S 46°23'12" E, 38.26 feet; thence N 43°36'48" E, 2.15 feet; thence S 46°23'12" E, 19.92 feet; thence N 43°36'48" E, 11.00 feet; thence S 46°23'12" E, 33.33 feet; thence N 43°36'48" E, 17.24 feet to a point on a non-tangent curve concave Northerly having a radius of 52.00 feet, and a central angle of 66°37'16"; thence from a tangent bearing of S 62°48'14" E run Easterly along the arc of said curve, 60.47 feet; to a point on the Northerly right of way line of Buena Vista Drive as recorded in Official Records Book 2592, Page 1398 of the Public Records of Orange County, Florida and point on a non-tangent curve concave Northwesterly having a radius of 770.01 feet, and a central angle of 07°35'39"; thence from a tangent bearing of S 33°52'29" W run Southwesterly along the arc of said curve and right of way line, 102.06 feet; to a point on the aforementioned deed and a non-tangent curve concave Northerly having a radius of 49.13 feet, and a central angle of 48°03'11"; thence from a tangent bearing of S 81°48'06" W run Westerly along the arc of said curve and deed, 41.20 feet; thence continue along said deed the following courses; N 44°16'26" W, 23.97 feet; thence N 42°23'55" W, 21.52 feet to the Point of Beginning, containing 7095 square feet, more or less.

Together with;

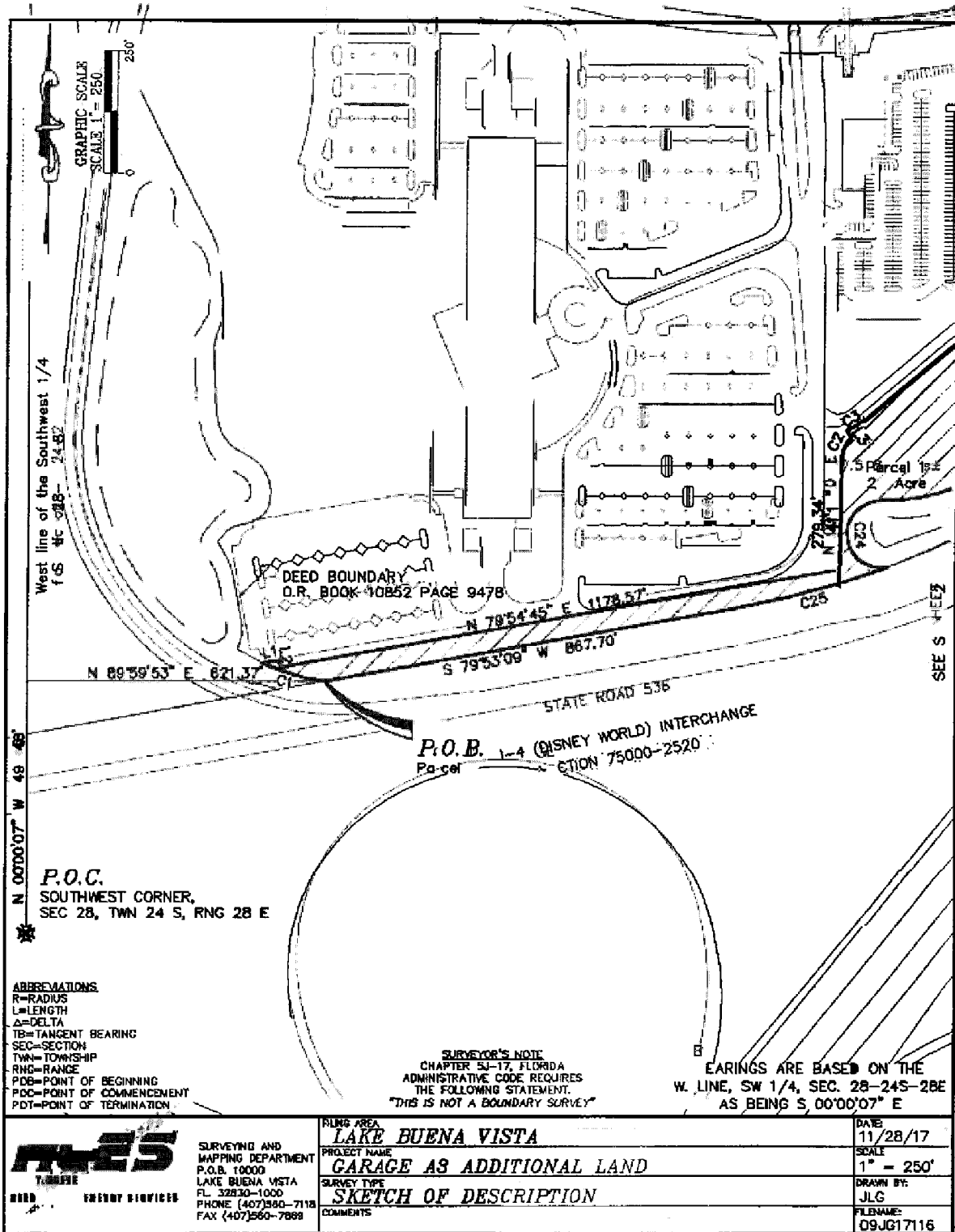
PARCEL 4

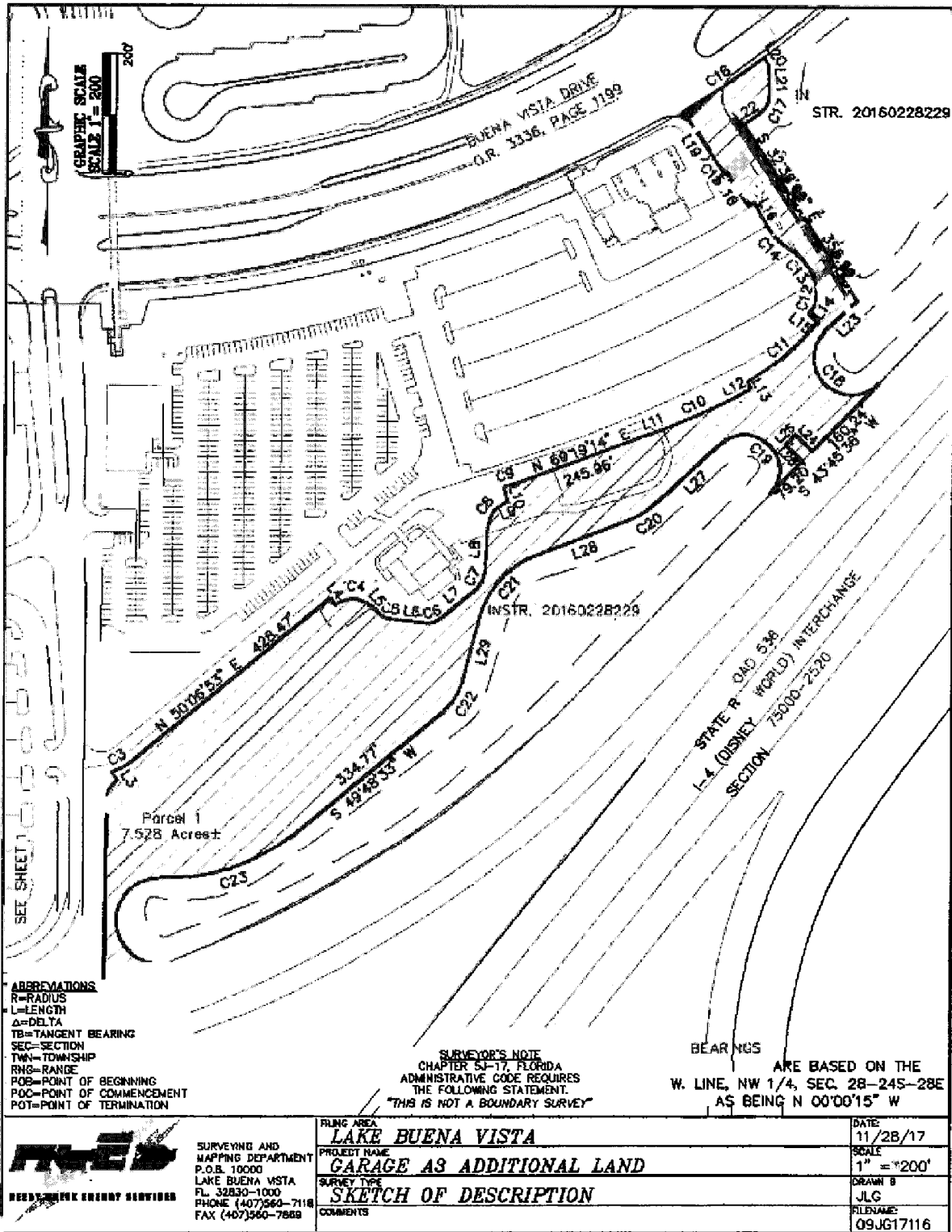
Ref: Orange County Parcel 28242800000084

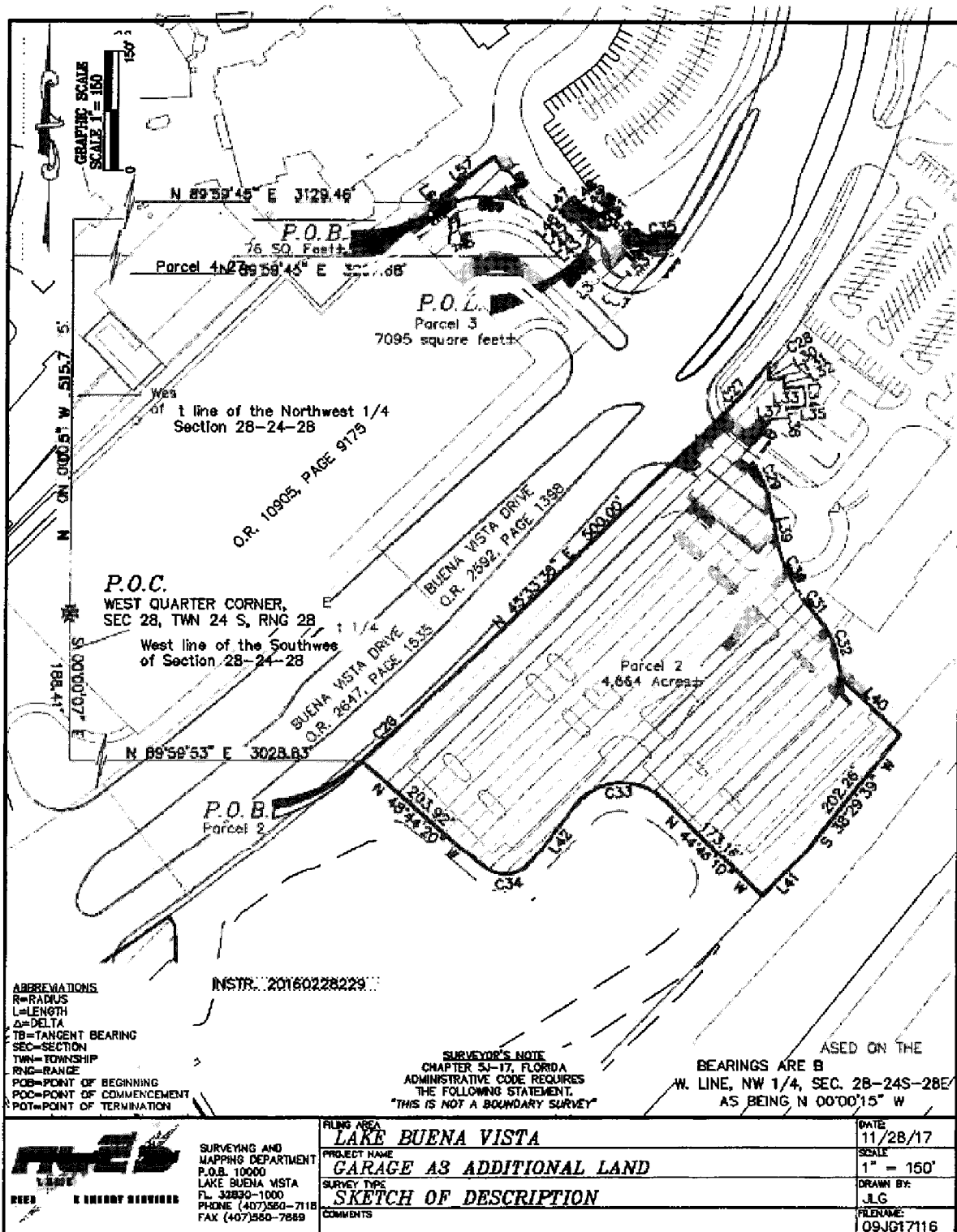
A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Northwest 1/4 of said Section 28, N 00°00'15" W, 515.75 feet; thence N 89°59'45" E, 3129.46 feet to a point on the boundary of a deed recorded in Official Records Book 10905, Page 9175 of the Public Records of Orange County, Florida and the Point

of Beginning, thence N 36°58'36" W, 9.54 feet; thence N 53°01'24" E, 83.36 feet; thence S 33°14'37" E, 75.07 feet to a point on the aforementioned deed and a non-tangent curve concave Southerly having a radius of 114.00 feet, and a central angle of 45°53'09"; thence from a tangent bearing of N 62°11'27" W run Westerly along the arc of said curve and deed, 91.30 feet; thence continue along said deed the following courses; N 19°21'55" W, 2.58 feet to a point on a non-tangent curve concave Southerly having a radius of 116.77 feet, and a central angle of 06°38'46"; thence from a tangent bearing of S 71°52'16" W run Westerly along the arc of said curve, 13.55 feet to the Point of Beginning, containing 2776 square feet, more or less.







CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	513.14	14°56'06"	133.76	N 81°05'24" W
C2	45.24	58°01'41"	45.82	N 02°12'23" W
C3	118.00	19°58'42"	41.15	N 70°05'35" E
C4	45.00	90°49'13"	71.32	N 49°30'27" E
C5	30.00	43°31'08"	22.79	
C6	30.00	46°55'08"	24.57	
C7	30.00	46°08'21"	24.16	
C8	45.00	65°30'09"	51.45	
C9	514.02	02°14'31"	20.11	N 71°33'44" E
C10	1026.03	07°59'11"	143.02	
C11	402.01	21°32'12"	151.11	N 60°31'26" E
C12	32.00	38°21'31"	21.42	N 51°09'53" E
C13	76.00	73°05'53"	96.96	
C14	124.00	31°37'33"	68.45	
C15	41.00	27°14'25"	19.49	N 59°45'09" W
C16	2002.86	04°36'15"	160.94	N 58°29'08" E
C17	38.00	59°32'36"	39.49	
C18	63.50	180°00'00"	199.49	S 43°35'47" W
C19	60.20	177°25'45"	186.42	N 43°35'39" E
C20	150.00	23°09'24"	60.62	
C21	150.00	35°14'06"	144.61	
C22	100.00	35°43'22"	62.35	
C23	300.00	43°56'06"	230.04	
C24	73.13	192°46'47"	246.07	
C25	1809.91	10°32'03"	332.76	S 69°20'42" W
C26	2957.79	01°58'21"	101.83	N 47°31'58" E
C27	956.01	06°53'49"	115.08	
C28	100.00	09°26'36"	16.48	S 01°09'56" E
C29	170.00	29°38'18"	97.94	S 38°35'45" E
C30	198.01	18°54'38"	65.35	S 15°34'43" E
C31	287.01	06°54'13"	34.58	S 36°00'00" E
C32	101.00	46°48'22"	82.51	
C33	75.00	98°12'34"	128.56	
C34	40.00	94°14'24"	65.79	
C35	32.00	66°37'16"	60.47	S 62°48'14" E
C36	770.01	07°35'39"	102.06	S 33°52'29" W
C37	49.13	48°03'11"	41.20	S 81°48'06" W
C38	114.00	45°53'09"	91.30	N 62°11'27" W
C39	116.77	06°39'46"	13.55	S 71°52'16" W

TANGENT TABLE					
LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 79°50'07" E	33.82	L31	N 86°06'48" E	18.78
L2	S 10°04'53" E	15.00	L32	S 03°53'11" E	12.04
L3	N 34°06'23" W	16.59	L33	N 86°06'48" E	23.98
L4	S 40°29'34" E	13.53	L34	S 03°53'12" E	25.68
L5	S 39°40'20" E	10.22	L35	S 86°06'48" W	24.01
L6	S 83°11'29" E	62.30	L36	S 08°53'12" E	11.97
L7	N 49°53'23" E	85.76	L37	S 86°06'48" W	19.24
L8	N 03°45'03" E	83.05	L38	S 37°38'17" W	52.85
L9	N 69°15'12" E	4.72	L39	S 09°53'02" E	43.95
L10	N 18°26'18" W	23.85	L40	S 46°23'57" E	106.45
L11	N 69°19'14" E	11.20	L41	S 43°35'39" W	66.92
L12	N 61°20'02" E	27.28	L42	S 37°01'17" W	89.88
L13	N 28°39'58" W	12.04	L43	N 43°36'48" E	21.88
L14	N 36°59'14" E	5.74	L44	N 46°23'12" W	19.75
L15	N 50°41'01" W	21.31	L45	N 43°36'48" E	2.15
L16	N 28°39'58" W	43.01	L46	N 46°39'01" W	38.42
L17	S 58°19'47" W	12.80	L47	N 43°36'48" E	19.88
L18	N 31°40'14" W	62.42	L48	S 46°23'12" E	38.26
L19	N 32°30'45" W	113.04	L49	N 43°36'48" E	2.15
L20	S 36°07'07" E	13.95	L50	S 46°23'12" E	19.92
L21	S 02°10'36" E	48.59	L51	N 43°36'48" E	11.00
L22	S 57°22'00" W	30.95	L52	S 46°23'12" E	33.33
L23	S 47°04'51" W	73.67	L53	N 43°36'48" E	17.24
L24	N 46°14'24" W	40.00	L54	N 44°16'26" W	23.97
L25	S 43°45'36" W	24.00	L55	N 42°29'55" W	21.52
L26	S 46°14'24" E	40.00	L56	N 36°58'36" W	9.54
L27	S 46°09'54" W	142.91	L57	N 53°01'24" E	83.36
L28	S 69°19'18" W	164.30	L58	S 33°14'37" E	75.07
L29	S 14°05'11" W	106.98	L59	N 19°21'55" W	2.58
L30	S 08°16'39" W	29			



SURVEYING AND MAPPING DEPARTMENT
 P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE (407)360-7118
 FAX (407)560-7868

FILED AREA
LAKE BUENA VISTA
 PROJECT NAME
GARAGE A3 ADDITIONAL LAND
 SURVEY TYPE
SKETCH OF DESCRIPTION
 COMMENTS

DATE
 11/28/17
 SCALE
 DRAWN BY
 JLG
 FILENAME
 09JG17116

Exhibit A-10

DESCRIPTION
OF
PARCEL 13.1

Ref: A portion of Orange County Parcel 282422000000012

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 339.41 feet; thence N 89°59'53" E, 2520.10 feet to a point on the boundary of a deed recorded in Official Records Book 10905, Page 9175 of the Public Records of Orange County, Florida and the Point of Beginning; thence run along said boundary the following two courses; S 64°45'08" E, 3.36 feet to a point on a non-tangent curve concave Westerly having a radius of 43.00 feet, and a central angle of 80°04'03"; from a tangent bearing of N 58°14'20" E run Northerly along the arc of said curve, 60.09 feet; to a point on a non-tangent curve concave Westerly having a radius of 28.13 feet, and a central angle of 86°37'17"; thence from a tangent bearing of S 21°49'42" E run Southerly along the arc of said curve, 42.53 feet; to a point on the boundary of a deed recorded in Official Records Book 6667, Page 3614 of the Public Records of Orange County, Florida and a non-tangent curve concave Westerly having a radius of 55.06 feet, and a central angle of 17°08'54"; thence from a tangent bearing of S 13°33'19" W run Southerly along the arc of said curve, 16.48 feet; to the Point of Beginning, containing 260 square feet, more or less.

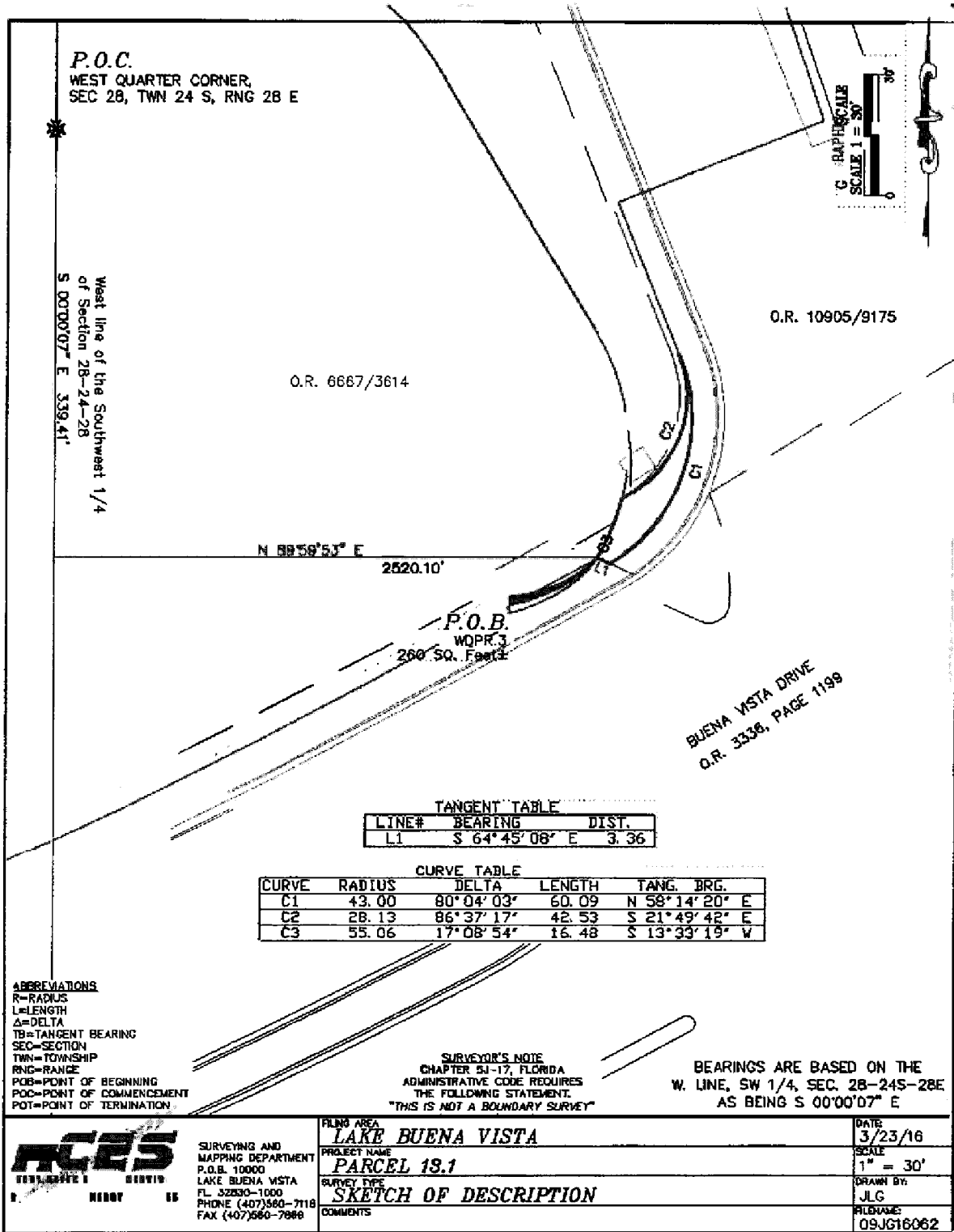


Exhibit A-11

**DESCRIPTION
OF
PEDESTRIAN TOWER**

Ref: Orange County Parcel 282428000000072

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 32.70 feet to a point on the Northerly right-of-way line of Buena Vista Drive as described in Official Records Book 3336, Page 1188 of the Public Records or Orange County Florida; thence run along said right-of-way line the following two courses; S 65°32'23" E, 939.91 feet to a point of curvature of a curve concave Northerly having a radius of 1816.86 feet, and a central angle of 26°37'19"; run Easterly along the arc of said curve, 844.19 feet to the Point of Beginning; thence N 02°12'49" W, 42.74 feet; thence N 87°47'11" E, 11.97 feet; thence N 02°06'08" W, 42.89 feet; thence N 88°00'24" E, 17.87 feet; thence S 02°12'49" E, 42.82 feet; thence N 87°47'11" E, 11.75 feet; thence S 02°12'49" E, 42.30 feet to a point on the aforesaid right-of-way line and a non-tangent curve concave Northerly having a radius of 1816.86 feet, and a central angle of 01°18'51"; thence from a tangent bearing of S 86°31'27" W run Westerly along the arc of said curve and right-of-way line, 41.67 feet to the Point of Beginning, containing 2542 square feet, more or less.

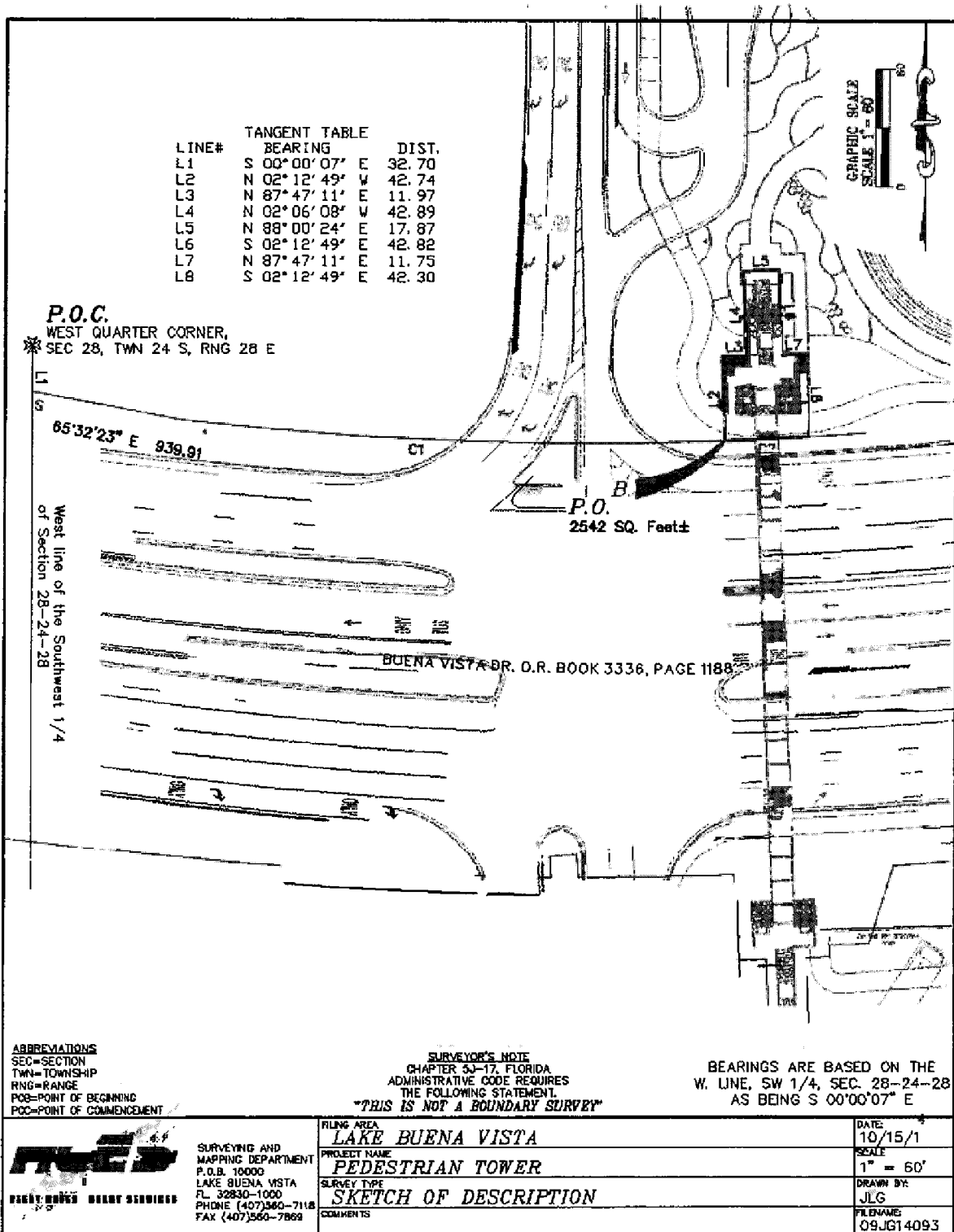


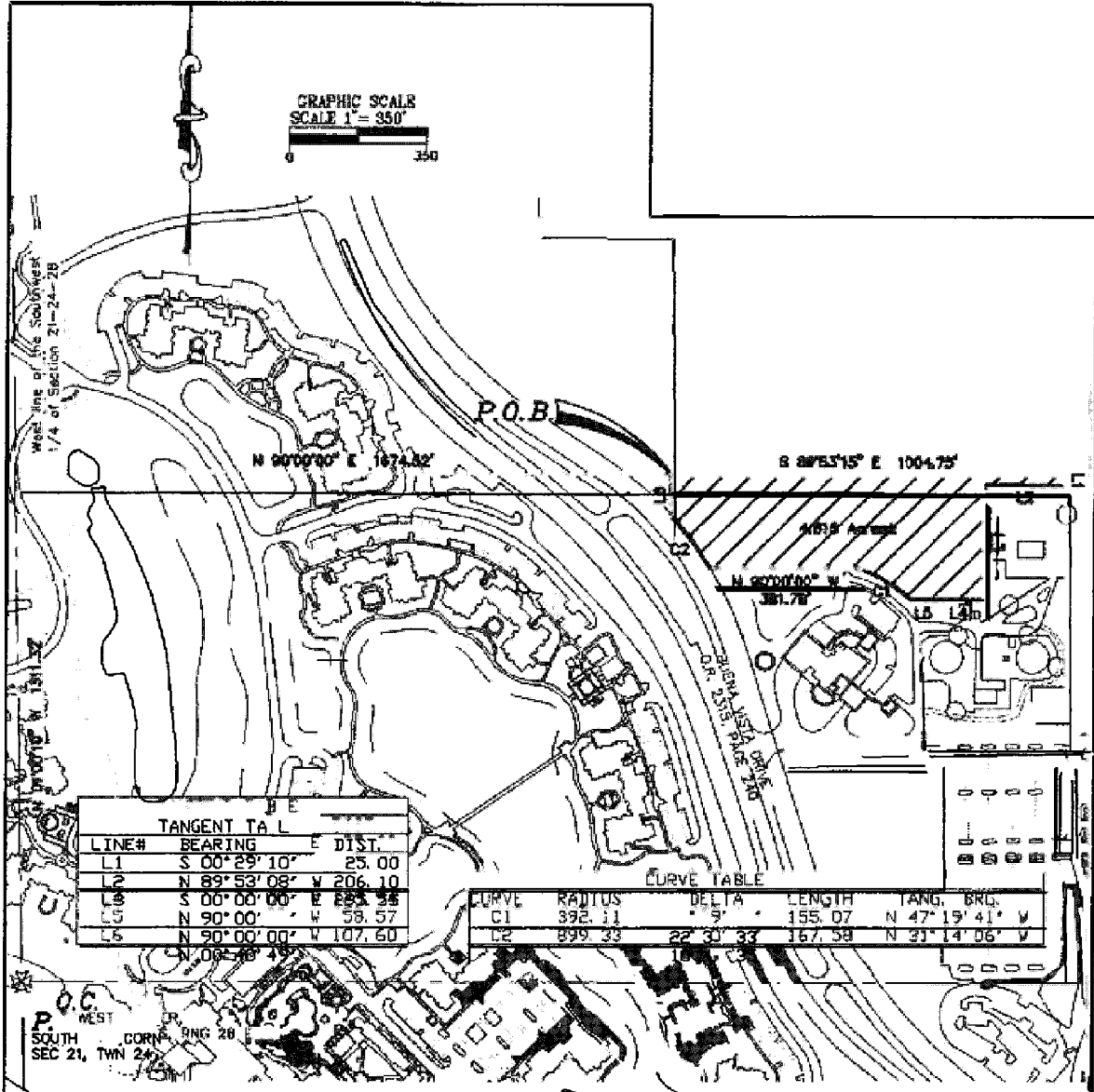
Exhibit A-12

**DESCRIPTION
OF
RELAY FOR LIFE STAGING AREA**

Ref: Orange County Parcel 282421000000037

A Parcel Of Land Lying In Section 21, Township 24 South, Range 28 East, Orange County, Florida, And Being More Particularly Described As Follows:

Commence At The Southwest Corner Of Said Section 21, Run Along The West Line Of The Southwest 1/4 Of Said Section 21, N 01°00'10" W, 1311.32 Feet; Thence N 90°00'00" E, 1674.52 Feet To The Point Of Beginning, Said Point Also Being A Point On The North Line Of The Southeast 1/4 Of The Southwest 1/4 Of Said Section 21; Thence S 89°53'15" E, 1004.75 Feet Along Said Line To A Point On The East Line Of The Northeast 1/4 Of The Southeast 1/4 Of The Southwest 1/4 Of Said Section 21; Thence S 00°29'10" E, 25.00 Feet Along Said Line To A Point On Parcel 1 As Recorded In Official Records Book 7435 Page 2858 Of The Public Records Of Orange County, Florida; Thence Run Along Parcel 1 The Following Three Courses N 89°53'08" W, 206.10 Feet; Thence S 00°00'00" E, 295.55 Feet; Thence N 90°00'00" W, 125.94 Feet To A Point On Parcel 2 As Recorded In Official Records Book 7435 Page 2858 Of The Public Records Of Orange County, Florida; Thence Run Along Parcel 2 N 90°00'00" W, 58.57 Feet To A Point On A Parcel As Recorded In Official Records Book 6709 Page 746 Of The Public Records Of Orange County, Florida; Said Point Also Being A Point On A Non-Tangent Curve Concave Southwesterly Having A Radius Of 392.11 Feet, And A Central Angle Of 22°39'33"; Thence From A Tangent Bearing Of N 47°19'41" W Run Northwesterly Along The Arc Of Said Curve And Parcel, 155.07 Feet; Thence Continue Along Said Parcel N 90°00'00" W, 381.78 Feet To A Point On The Easterly Right-Of-Way Line Of Buena Vista Drive As Recorded In Official Records Book 2315 Page 240 Of The Public Records Of Orange County, Florida; Said Point Also Being A Point On A Non-Tangent Curve Concave Southwesterly Having A Radius Of 899.33 Feet, And A Central Angle Of 10°40'35"; Thence From A Tangent Bearing Of N 31°14'06" W Run Northwesterly Along The Arc Of Said Curve And Right-Of-Way Line, 167.58 Feet; Thence Run Along The West Line Of The East 1/2 Of The Northwest 1/4 Of The Southeast 1/4 Of The Southwest 1/4 N 00°40'49" W, 107.60 Feet To The Point Of Beginning. Containing 4.815 Acres, more or less.



TANGENT TABLE			
LINE#	BEARING	E	DIST.
L1	S 00°29'10"	E	25.00
L2	N 89°53'08"	W	206.10
L3	S 00°00'00"	E	88.36
L5	N 90°00'00"	W	58.57
L6	N 90°00'00"	W	107.60

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	392.11	9°	155.07	N 47°19'41" W
C2	899.33	22°30'33"	167.58	N 21°14'06" W

ABBREVIATIONS
 R=RADIUS
 L=LENGTH
 Δ=DELTA
 TB=TANGENT BEARING
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 P.O.B.=POINT OF BEGINNING
 P.O.C.=POINT OF COMMENCEMENT

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

BEARINGS ARE BASED ON THE
 W. LINE, SW 1/4, SEC. 21-24-28
 AS BEING N 01°00'10" W

	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7898	FILING AREA WDW OVERALL	DATE 10/31/08
	PROJECT NAME RELAY FOR LIFE STAGING AREA	SCALE 1" = 350'	
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY KCV	
	COMMENTS	REVISIONS 10KV08167	

Exhibit A-13

DESCRIPTION
OF
PARCEL 15.1

Ref: A portion of Orange County Parcel 282428000000082

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 386.09 feet; thence N 89°59'53" E, 2788.44 feet to a point on the right of way line of Buena Vista Drive as described in Official Records Book 3336, Page 1199 of the Public Records of Orange County, Florida and the Point of Beginning; and a point on a non-tangent curve concave Northwesterly having a radius of 2002.86 feet, and a central angle of 00°58'53"; thence from a tangent bearing of N 53°52'53" E run Northeasterly along the arc of said curve and right of way line, 34.31 feet; to a point on said right of way as described in Official Records Book 2647, Page 1635 and a point of compound curvature of a curve concave Northwesterly having a radius of 2957.79 feet, and a central angle of 05°22'03"; thence run Northeasterly along the arc of said curve and right of way line, 277.08 feet; thence S 48°44'20" E, 203.92 feet to a point of curvature of a curve concave Northerly having a radius of 40.00 feet, and a central angle of 94°14'24"; thence run Easterly along the arc of said curve, 65.79 feet; thence N 37°01'17" E, 89.88 feet to a point of curvature of a curve concave Southerly having a radius of 75.00 feet, and a central angle of 98°12'34"; thence run Easterly along the arc of said curve, 128.56 feet; thence S 44°46'10" E, 173.16 feet to a point on the westerly limited access right-of-way line of west bound State Road 400 (I-4) off ramp, (as shown on the right-of-way map section 75000-2520 and dated July 28, 1980, last revised on March 5, 1998); thence run along said westerly limited access right-of-way line, S 43°32'20" W, 790.69 feet to a point on a non-tangent curve concave Northeasterly having a radius of 63.50 feet, and a central angle of 180°00'00"; thence from a tangent bearing of S 43°35'47" W run Northwesterly along the arc of said curve, 199.49 feet; thence N 47°04'51" E, 73.67 feet; thence N 32°38'00" W, 355.99 feet; thence N 57°22'00" E, 30.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 38.00 feet, and a central angle of 59°32'36"; thence run Northeasterly along the arc of said curve, 39.49 feet; thence N 02°10'36" W, 48.59 feet; thence N 36°07'07" W, 13.95 feet to the Point of Beginning, containing 6.845 Acres, more or less.

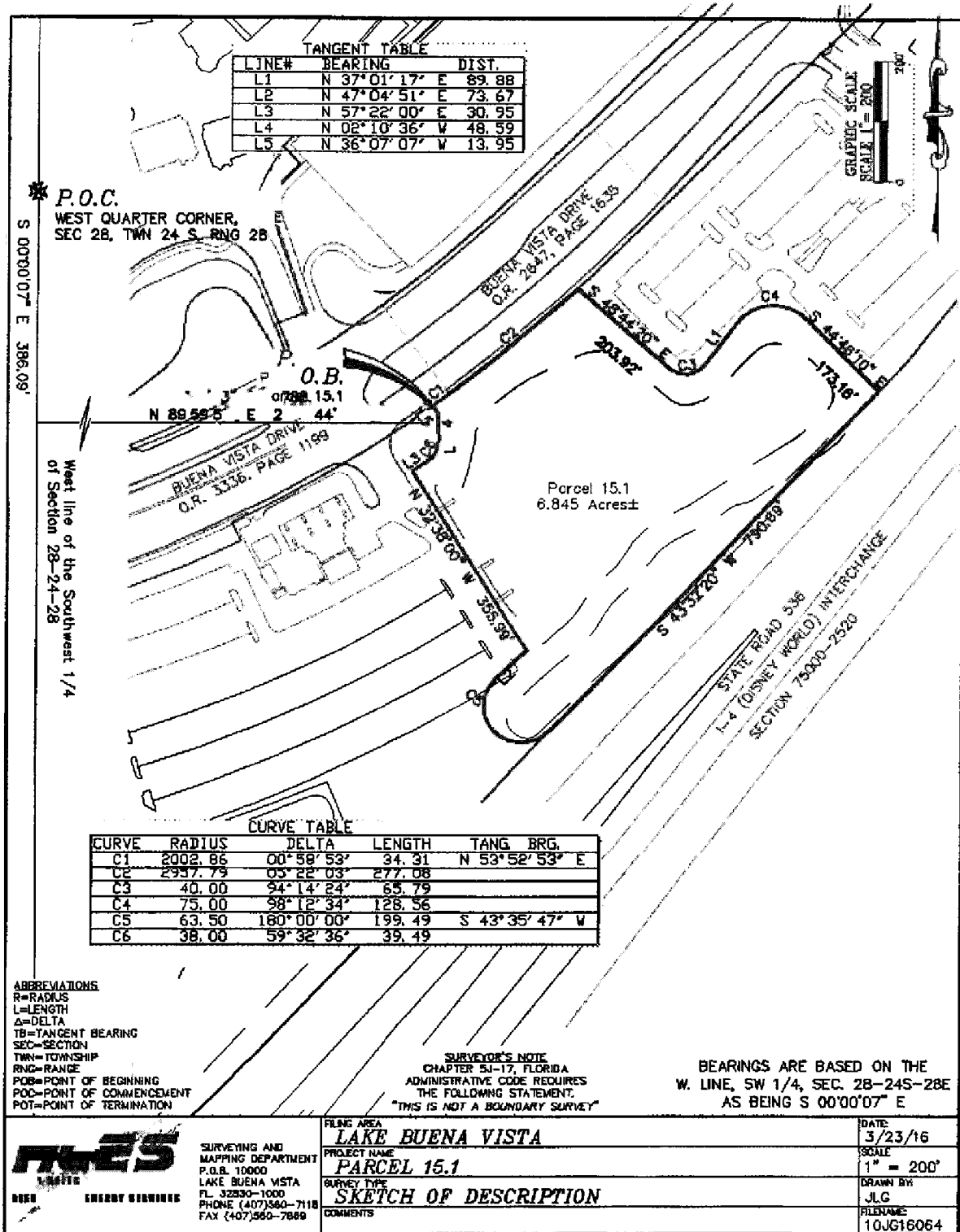


Exhibit A-14

**DESCRIPTION
OF
PARCEL 15.2**

Ref: Orange County Parcel 282428000000078

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, S 00°00'07" E, 1123.85 feet; thence N 89°59'53" E, 2802.74 feet to a point on the westerly limited access right-of-way line of west bound State Road 400 (I-4) off ramp, (as shown on the right-of-way map section 75000-2520 and dated July 28, 1980, last revised on March 5, 1998) and the Point of Beginning, thence run along said westerly limited access right-of-way line the following two courses; S 43°35'39" W, 450.49 feet to a point of curvature of a curve concave Northwesterly having a radius of 1968.59 feet, and a central angle of 24°39'03"; run Southwesterly along the arc of said curve, 846.96 feet; to a point on a non-tangent curve concave Easterly having a radius of 73.13 feet, and a central angle of 192°46'47"; thence from a tangent bearing of S 80°57'52" W run Northerly along the arc of said curve, 246.07 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 300.00 feet, and a central angle of 43°56'06"; thence run Easterly along the arc of said curve, 230.04 feet; thence N 49°48'33" E, 334.77 feet to a point of curvature of a curve concave Northwesterly having a radius of 100.00 feet, and a central angle of 35°43'22"; thence run Northeasterly along the arc of said curve, 62.35 feet; thence N 14°05'11" E, 108.98 feet to a point of curvature of a curve concave Southeasterly having a radius of 150.00 feet, and a central angle of 55°14'06"; thence run Northeasterly along the arc of said curve, 144.61 feet; thence N 69°19'18" E, 164.30 feet to a point of curvature of a curve concave Northwesterly having a radius of 150.00 feet, and a central angle of 23°09'24"; thence run Northeasterly along the arc of said curve, 60.62 feet; thence N 46°09'54" E, 142.91 feet to a point of curvature of a curve concave Southwesterly having a radius of 60.20 feet, and a central angle of 177°25'45"; thence run Southeasterly along the arc of said curve, 186.42 feet to the Point of Beginning, containing 4.46 acres, more or less.

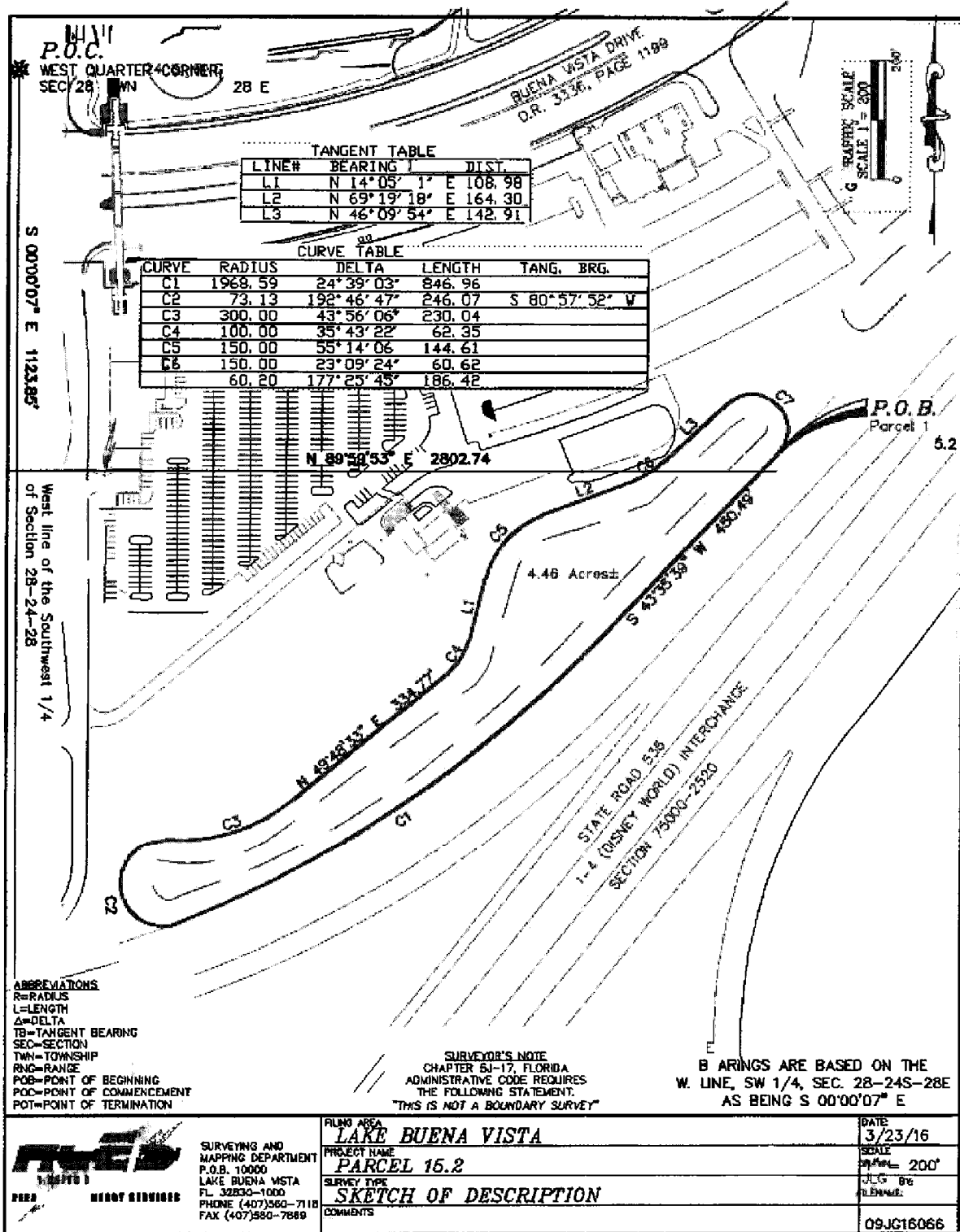


Exhibit A-15

**DESCRIPTION
OF
PARCEL 19**

Ref: Orange County Parcel 282428000000079

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the North Quarter corner of said Section 28, run along the North line of the Northeast 1/4 of said Section 28, N 89°04'11" E, 719.48 feet; thence S 00°55'49" E, 1283.00 feet to the Point of Beginning, thence S 34°32'59" E, 35.83 feet; thence S 55°27'01" W, 83.71 feet; thence N 34°32'59" W, 35.83 feet; thence N 55°27'01" E, 83.71 feet to the Point of Beginning, containing 3000 square feet, more or less.

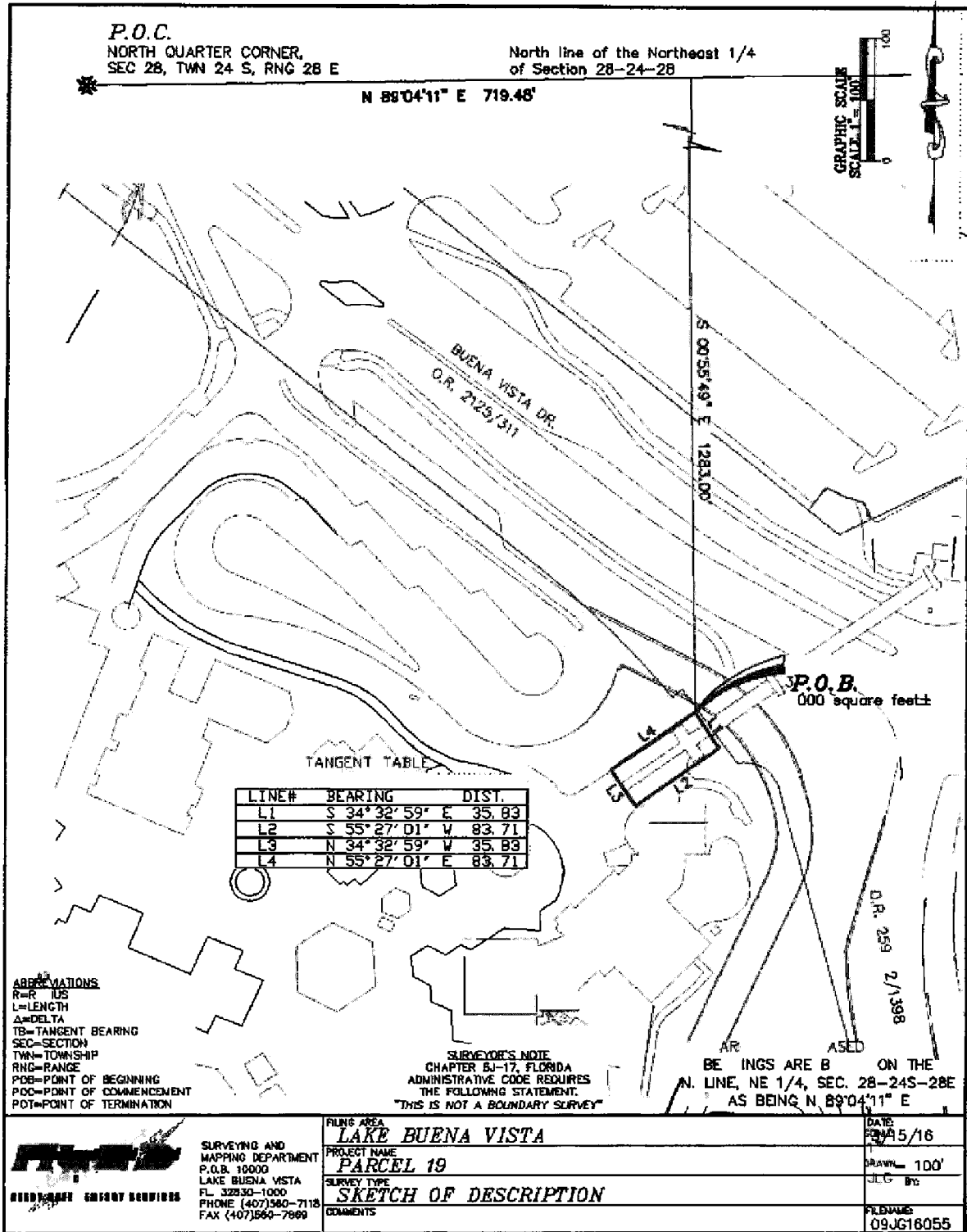


Exhibit A-16

DESCRIPTION
OF
RCID ADMINISTRATION BUILDING

Ref: Orange County Parcel 282428000000024

A portion of land described in Official Records Book 5157, Page 2282 of the Public Records of Orange County, Florida. Lying in the Northeast Quarter of Section 28, Township 24 South, Range 28 East, more particularly described as follows:

Commence at the Northeast Corner of said Section 28; Thence, S 89°03'36" W along the north line of said section, 149.35 feet to a point on the Northwestern right-of-way line of Hotel Plaza Boulevard as described in Official Records Book 2125, Page 8311 of the Public Records of Orange County, Florida; and a point on the arc of a non-tangent curve concave to the northwest having a radius of 854.93 feet (a radial line to said point bears S 53°40'10" E); Thence, southwesterly along the arc of said curve and right of way, through a central angle of 01°58'06", an arc length of 29.37 feet to the point of tangency; Thence continue along said right of way the following four courses, S 38°17'56" W 301.66 feet to the Point of Beginning; Thence, S 38°17'56" W, 122.73 feet to the point of curvature of a curve concave to the northwest having a radius of 893.94 feet; Thence southwesterly along the arc of said curve through a central angle of 23°34'48", an arc length of 367.90 feet to the point of tangency; Thence, S 61°52'44" W, 129.49 feet; Thence N 22°29'30" W, 79.70 feet to a point on a deed recorded in Official Records Book 5631, Page 4002 of the Public Records of Orange County, Florida, a non-tangent curve concave Westerly having a radius of 51.00 feet, and a central angle of 51°07'37"; thence from a tangent bearing of N 28°38'10" E run Northerly along the arc of said curve and deed, 45.51 feet; thence run along said deed the following five courses; N 22°29'28" W, 65.27 feet; thence N 67°30'32" E, 17.55 feet; thence N 22°29'28" W, 244.58 feet; thence S 67°30'32" W, 16.55 feet; thence N 22°29'28" W, 96.52 feet; thence N 68°49'16" E, 16.44 feet; thence S 69°19'06" E, 24.64 feet; thence S 84°50'03" E, 13.48 feet; thence N 85°17'15" E, 39.68 feet; thence N 70°03'24" E, 39.97 feet; thence N 65°20'46" E, 54.72 feet; thence N 68°17'46" E, 50.51 feet; thence N 74°46'16" E, 49.58 feet; thence N 62°08'28" E, 35.14 feet; thence N 35°11'36" E, 44.07 feet; thence N 32°21'52" E, 26.58 feet; thence S 51°42'04" E, 393.76 feet to the Point of Beginning, containing 4.921 Acres, more or less.

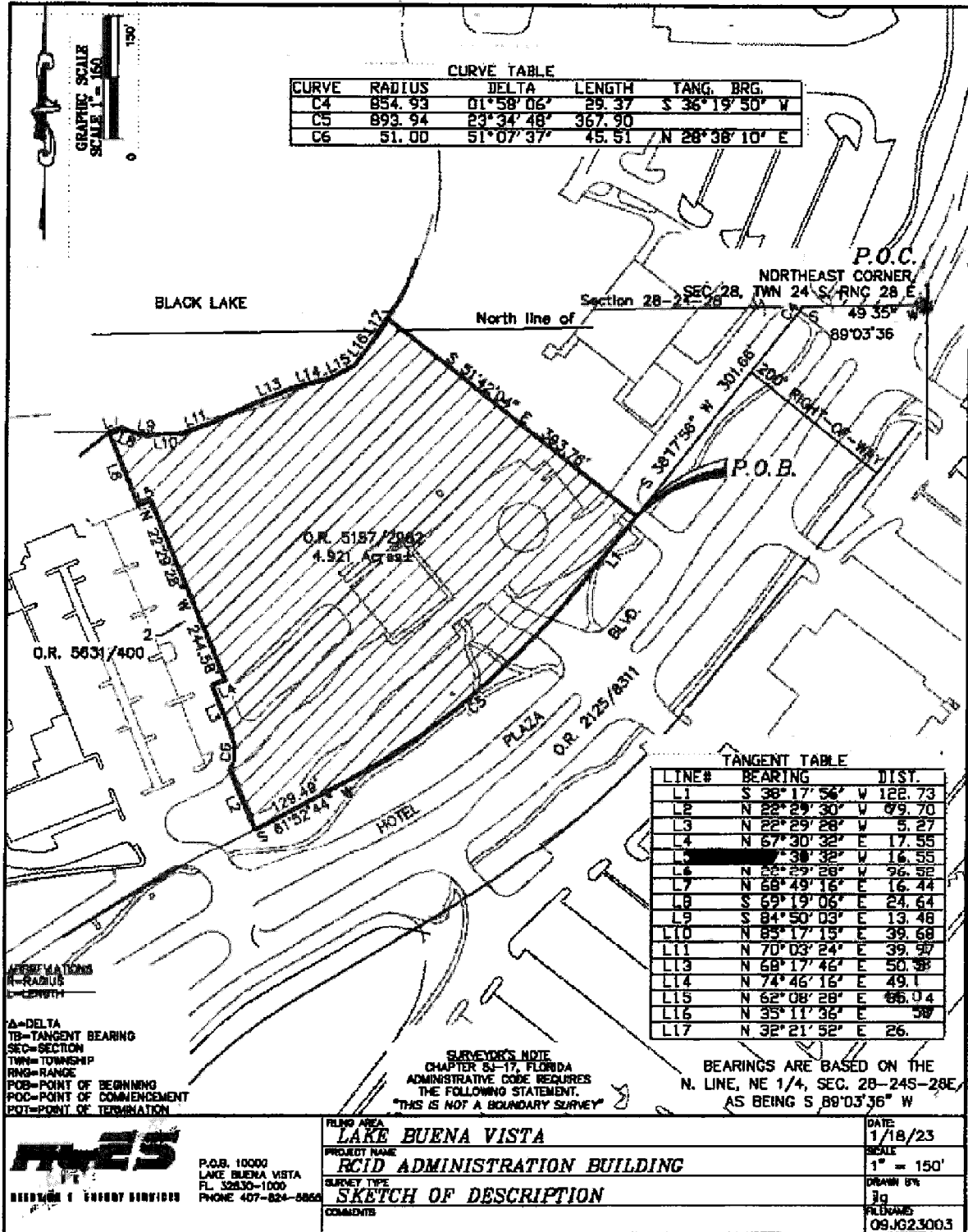


Exhibit A-17

DESCRIPTION
OF
RCID LAND

Ref: Orange County Parcel 282428000000063

A portion of land described in Official Records Book 10852, Page 9478 of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 28 East, and being more particularly described as follows:

Commence at the Southwest corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, N 00°10'16" E, 387.83 feet to a point on the Northerly right-of-way line of State Road 400/State Road 536 Interchange as shown on Florida Department of Transportation right-of-way Map Section 75000-2520 and dated July 28, 1980, last revised on March 5, 1998; thence run along said right-of-way line, N 80°03'33" E, 534.17 feet to a point on aforesaid deed recorded in Official Records Book 10852, Page 9478, and a fee simple right of way line recorded in Official Records Book 10995, Page 2377 of the Public Records of Orange County, Florida, also being a non-tangent curve concave Northerly having a radius of 538.98 feet, and a central angle of 04°03'35"; thence from a tangent bearing of N 76°19'43" W run Westerly along the arc of said curve and right of way, 38.19 feet; thence run continue along said right of way the following courses; N 85°42'49" W, 20.01 feet to a point on a non-tangent curve concave Northerly having a radius of 543.98 feet, and a central angle of 04°06'00"; thence from a tangent bearing of N 70°13'08" W run Westerly along the arc of said curve, 38.93 feet; thence N 50°37'28" W, 20.01 feet to the Point of Beginning; and a point on a non-tangent curve concave Northeasterly having a radius of 538.98 feet, and a central angle of 70°20'43"; thence from a tangent bearing of N 64°04'08" W run Northwesterly along the arc of said curve, 661.74 feet; thence N 06°16'35" E, 540.93 feet to a point of curvature of a curve concave Easterly having a radius of 2063.48 feet, and a central angle of 00°54'05"; thence run Northerly along the arc of said curve, 32.46 feet; thence N 21°31'28" E, 50.81 feet to a point on a non-tangent curve concave Easterly having a radius of 2051.48 feet, and a central angle of 02°37'19"; thence from a tangent bearing of N 08°33'09" E run Northerly along the arc of said curve, 93.88 feet; thence departing said right of way line run along aforesaid deed the following courses; S 26°51'10" E, 381.34 feet to a point of curvature of a curve concave Westerly having a radius of 155.00 feet, and a central angle of 25°40'46"; thence run Southerly along the arc of said curve, 69.47 feet; thence S 01°10'24" E, 89.04 feet to a point of curvature of a curve concave Westerly having a radius of 120.00 feet, and a central angle of 28°08'17"; thence run Southerly along the arc of said curve, 58.93 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 27.00 feet, and a central angle of 28°59'00"; thence run Southerly along the arc of said curve, 13.66 feet; thence S 02°01'06" E, 144.39 feet to a point of curvature of a curve concave Northeasterly having a radius of 97.00 feet, and a central angle of 65°07'24"; thence run Southeasterly along the arc of said curve, 110.25 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 88.25 feet, and a central angle of 87°55'22"; thence run Southeasterly along the arc of

said curve, 135.42 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 56.00 feet, and a central angle of 64°04'30"; thence run Southwesterly along the arc of said curve, 62.63 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 70.00 feet, and a central angle of 49°37'11"; thence run Southwesterly along the arc of said curve, 60.62 feet; thence S 35°14'11" W, 10.65 feet; thence S 30°39'10" E, 41.08 feet to a point of curvature of a curve concave Westerly having a radius of 85.00 feet, and a central angle of 20°42'13"; thence run Southerly along the arc of said curve, 30.71 feet; thence S 09°56'56" E, 115.44 feet to a point of curvature of a curve concave Westerly having a radius of 65.00 feet, and a central angle of 36°32'43"; thence run Southerly along the arc of said curve, 41.46 feet; thence S 26°35'47" W, 58.51 feet to the Point of Beginning, containing 6.315 Acres, more or less.

Together with;

Ref: Orange County Parcel 282428000000063

A portion of a deed recorded in Official Records Book 10852, Page 9478 of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 28 East, and being more particularly described as follows:

Commence at the Southwest corner of said Section 28, run along the West line of the Southwest 1/4 of said Section 28, N 00°10'16" E, 1691.54 feet; thence S 89°49'44" E, 120.33 feet to a point on aforesaid deed and a fee simple right of way line recorded in Official Records Book 10995, Page 2377 of the Public Records of Orange County, Florida, also being the Point of Beginning; thence run along said deed the following three courses; N 05°58'44" W, 233.27 feet to a point of curvature of a curve concave Easterly having a radius of 566.00 feet, and a central angle of 25°45'55"; thence run Northerly along the arc of said curve, 254.52 feet; thence N 19°47'11" E, 88.80 feet to a point on the aforesaid right of way line; thence departing said deed run along said right of way line the following courses; S 57°32'49" E, 105.73 feet; thence S 12°26'33" W, 107.55 feet to a point on a non-tangent curve concave Easterly having a radius of 2127.48 feet, and a central angle of 11°14'59"; thence from a tangent bearing of S 19°48'09" W run Southerly along the arc of said curve, 417.72 feet to the Point of Beginning, containing 40075 square feet, more or less.

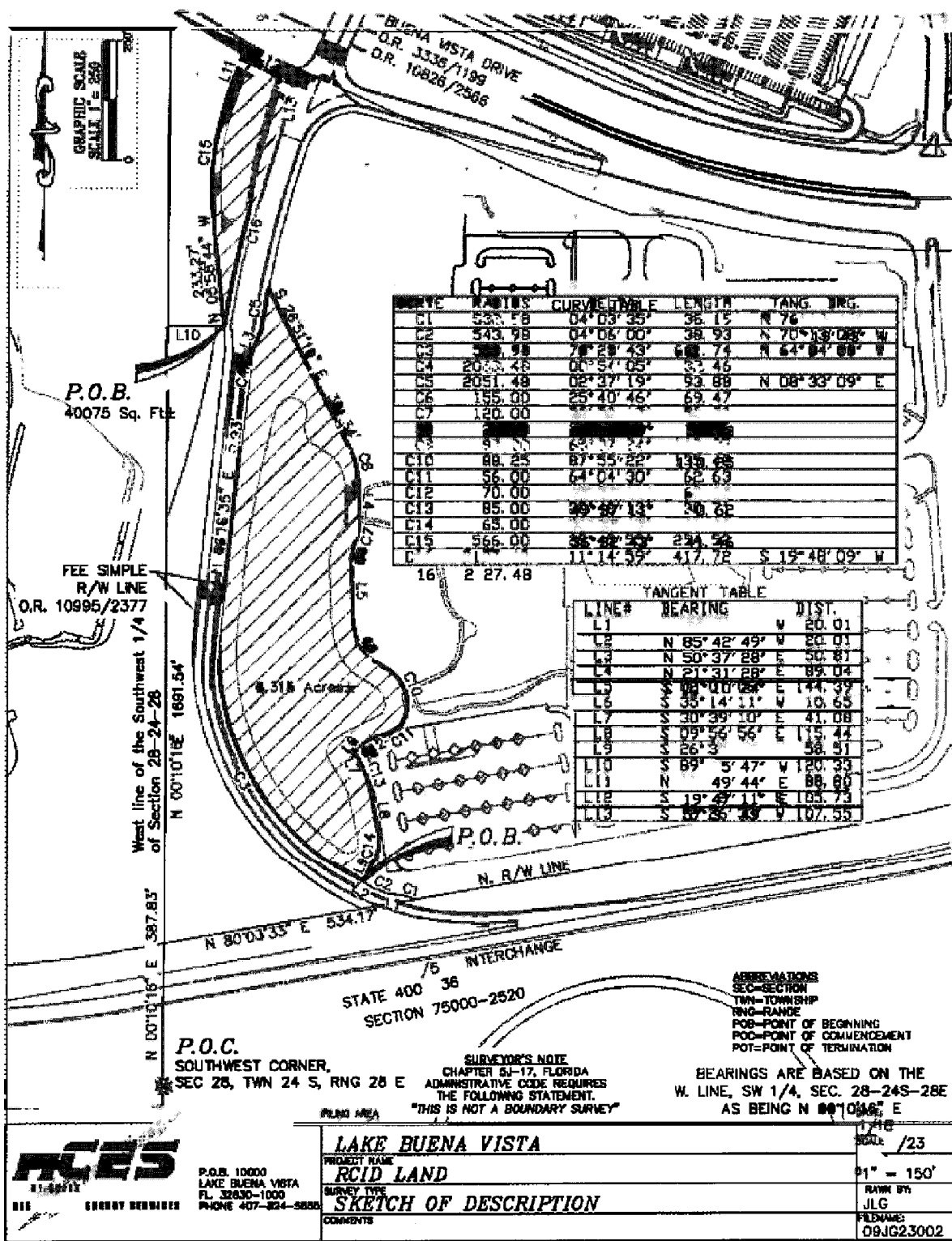


Exhibit A-18

DESCRIPTION
OF
PARCEL 802

Ref: Orange County Parcel 282428000000068

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 28, Township 24 South, Range 28 East, (a 6" by 6" concrete monument as currently exists), run N 00°10'16" E along the West line of the Southwest 1/4 of said Section 28, a distance of 387.74 feet to a point on the North limited access right-of-way line of State Road 536 (as shown on the right-of-way Map section 75000-2520 and dated March 5, 1998; thence run along said limited access right-of-way line, N 80°03'33" E, 534.38 feet to the Point of Beginning, and a point on a non-tangent curve concave Northerly having a radius of 538.98 feet, and a central angle of 04°04'56"; thence from a tangent bearing of N 76°21'05" W run Westerly along the arc of said curve, 38.40 feet; thence N 85°42'49" W, 20.01 feet to a point on a non-tangent curve concave Northerly having a radius of 543.98 feet, and a central angle of 04°06'00"; thence from a tangent bearing of N 70°13'08" W run Westerly along the arc of said curve, 38.93 feet; thence N 50°37'28" W, 20.01 feet; thence N 26°35'47" E, 48.81 feet to a point on a non-tangent curve concave Northerly having a radius of 513.14 feet, and a central angle of 21°44'04"; thence from a tangent bearing of S 59°11'23" E run Easterly along the arc of said curve, 194.66 feet to a point on the aforesaid limited access right-of-way line; thence run along said limited access right-of-way line, S 80°03'33" W, 96.68 feet to the Point of Beginning.

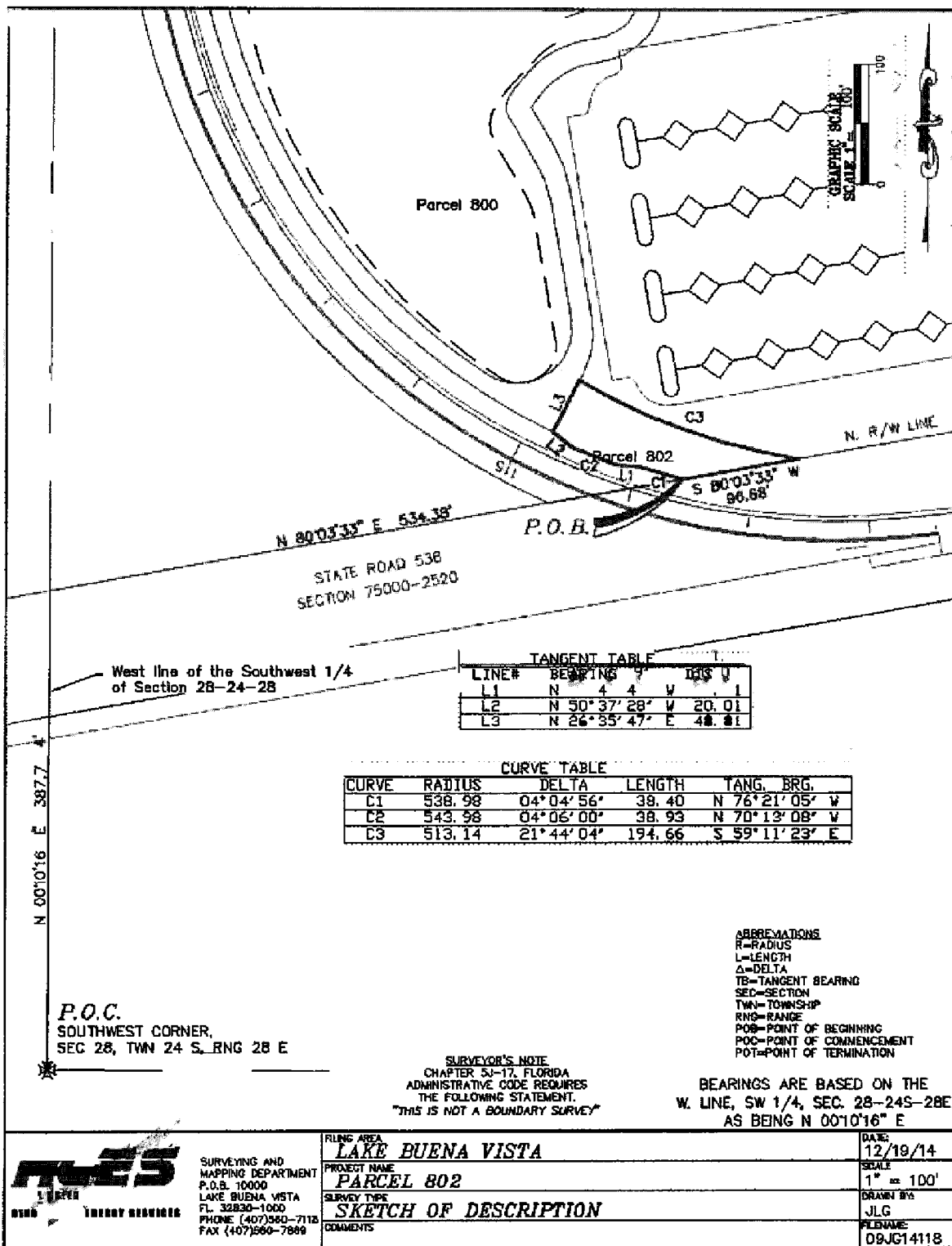


Exhibit A-19

DESCRIPTION
OF
PARCEL RIB1

Ref: Orange County Parcel 272421000000002
Ref: Orange County Parcel 272416000000003
Ref: Orange County Parcel 272417000000005
Ref: A portion of Orange County Parcel 272421000000037

A parcel of land lying in Sections 8, 16, 17 and 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of said Section 17, run along the East line of the Southeast 1/4 of Section 17 to the Northeast corner thereof, N 00°02'13" E, 2669.40 feet; thence S 89°43'49" W, 1347.90 feet along the South line of the East 1/2 of the Northeast 1/4 of Section 17, to the Southwest corner thereof; thence N 00°18'18" W, 2652.68 feet along the West line of the East 1/2 of the Northeast 1/4 of Section 17 to the Northwest corner thereof; thence N 89°39'31" E, 559.27 feet along the North line of Section 17 to a point on the right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 of the Public Records of Orange County Florida; thence run along said right of way line the following courses; N 23°48'17" W, 1807.61 feet; thence N 24°57'02" W, 499.49 feet to a point of curvature of a curve concave Southwesterly having a radius of 802.00 feet, and a central angle of 65°19'34"; thence run Northwesterly along the arc of said curve, 914.40 feet; thence S 89°43'24" W, 207.22 feet; thence N 00°15'09" E, 50.00 feet; thence N 00°14'57" E, 50.00 feet; thence N 89°43'25" E, 671.30 feet; thence N 23°57'49" E, 158.82 feet; to a point on a on the State Road 429 right of way line as shown on Florida Department of Transportation right of way map project number 403498-3 and a point on a non-tangent curve concave Southwesterly having a radius of 2750.09 feet, and a central angle of 09°13'41"; thence departing Hartzog Road right of way from a tangent bearing of S 33°16'29" E run Southeasterly along the arc of said curve and S.R. 429 right of way, 442.93 feet; thence run along said S.R. 429 right of way the following five courses; S 24°02'35" E, 87.08 feet; thence S 24°56'58" E, 1000.80 feet; thence S 23°48'19" E, 9657.82 feet; thence S 57°20'29" W, 268.56 feet; thence S 79°43'38" W, 2465.96 feet to the Southwest corner of the Northwest 1/4 of said Section 21; thence N 00°35'56" E, 2659.37 feet along the West line of the Northwest 1/4 of said Section 21 to the Point of Beginning, containing 285.031 Acres, more or less.

Less and Except;

A parcel of land lying in Sections 16 and 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 21, run along the North line of the Northwest 1/4 of said Section 21, N 89°50'34" E, 332.11 feet, to the Point of Beginning; thence N 16°45'19"

W, 82.26 feet; thence N 90°00'00" E, 989.75 feet to a point on a non-tangent curve concave Easterly having a radius of 2894.93 feet, and a central angle of 10°26'01"; thence from a tangent bearing of S 06°19'18" E run Southerly along the arc of said curve, 527.16 feet; thence S 16°45'19" E, 670.70 feet; thence S 72°14'26" W, 240.00 feet; thence N 17°45'34" W, 70.00 feet; thence S 72°14'26" W, 10.00 feet; thence S 17°45'34" E, 70.00 feet; thence S 72°14'26" W, 650.00 feet; thence N 16°45'19" W, 1413.80 feet to the Point of Beginning, containing 28.128 Acres, more or less.

Together with;

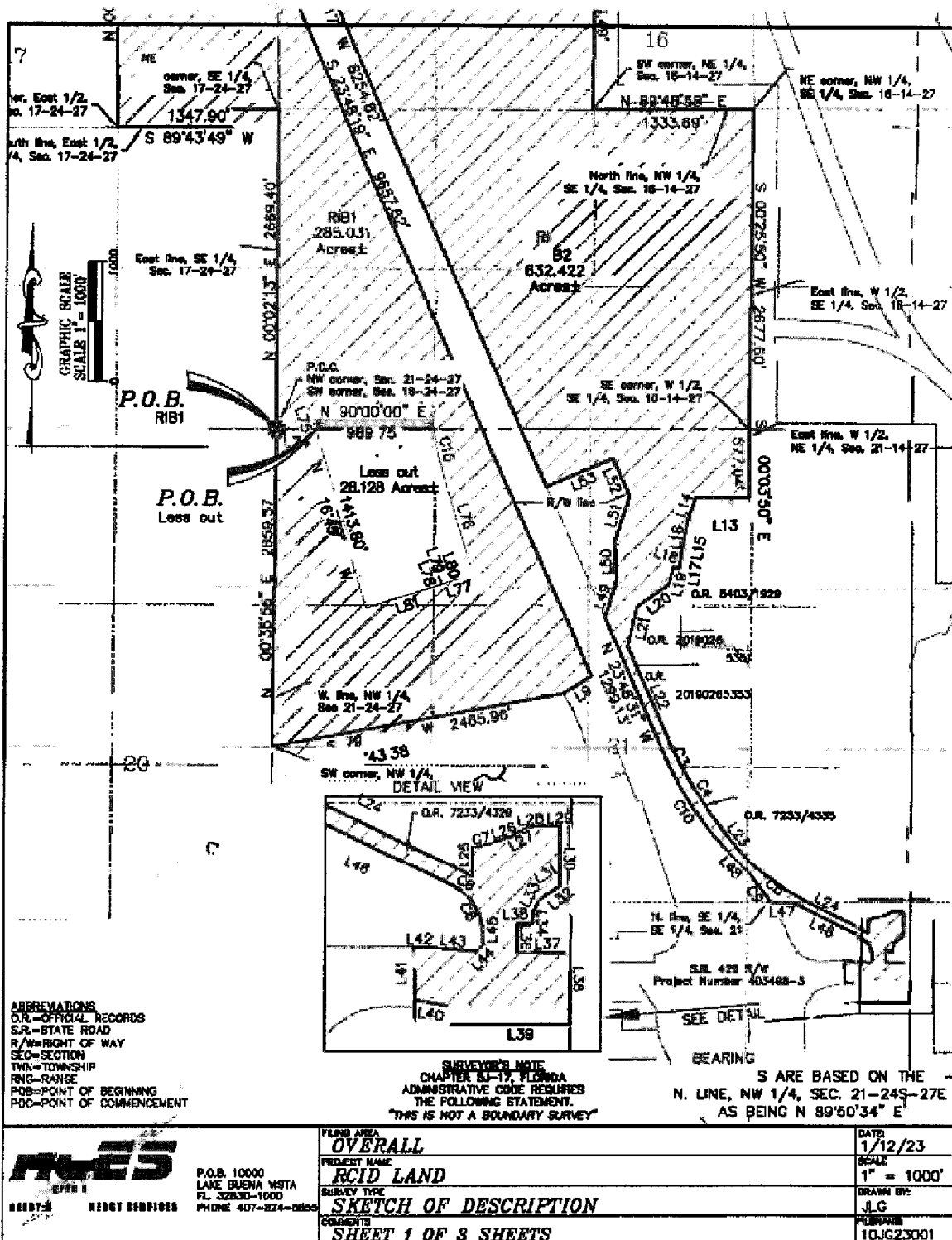
PARCEL RIB2

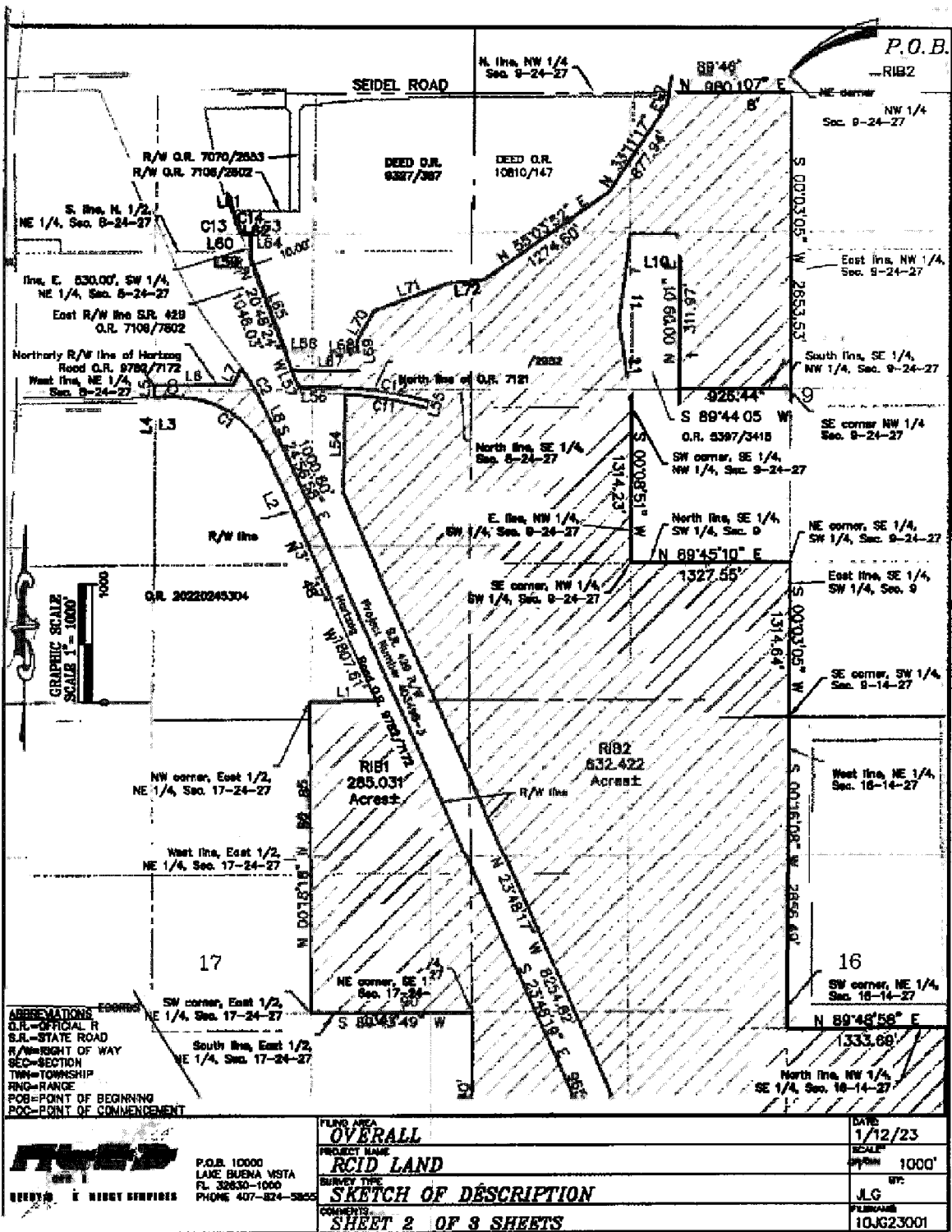
A parcel of land lying in Sections 8, 9, 16, 17 and 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of the Northwest 1/4 of said Section 9, run S 00°03'05" W, 2653.53 feet along the East line of the Northwest 1/4 of said Section 9 to the Southeast corner thereof; thence S 89°44'05" W, 926.44 feet along the South line of the Southeast 1/4 of the Northwest 1/4 of Section 9 to a point on a deed recorded in Official Records Book 5397, Page 3415 of the Public Records of Orange County Florida; thence run along said deed the following four courses; N 00°09'01" E, 1311.97 feet; thence S 89°41'57" W, 398.92 feet; thence S 06°49'32" W, 733.37 feet; thence S 08°09'52" E, 589.53 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 9; thence S 00°08'51" W, 1314.23 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner thereof; thence N 89°45'10" E, 1327.55 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 1314.64 feet along the East line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner of the Southwest 1/4 of Section 9; thence S 00°16'08" W, 2656.49 feet along the West line of the Northeast 1/4 of said Section 16 to the Southwest corner thereof; thence N 89°48'58" E, 1333.69 feet along the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 16 to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16; thence S 00°25'50" W, 2677.60 feet along the East line of the West 1/2 of the Southeast 1/4 of said Section 16 to the Southeast corner thereof; thence entering said Section 21 run, S 00°03'50" E, 577.04 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 22, to a point on a deed recorded in Official Records Book 5403, Page 1929 of the Public Records of Orange County Florida; thence run along said deed the following five courses; N 89°56'14" W, 436.85 feet; thence S 19°45'46" W, 205.05 feet; thence S 10°52'26" W, 182.06 feet; thence S 07°43'13" W, 96.36 feet; thence S 07°53'58" W, 130.38 feet to a point on a deed recorded in Instrument number 20190265351 of the Public Records of Orange County Florida; thence run along said deed the following four courses; N 72°21'20" W, 49.00 feet; thence S 15°35'14" W, 152.63 feet; thence S 53°38'39" W, 331.49 feet; thence S 12°50'33" W, 337.10 feet to a point on a deed recorded in Instrument number 20190265353 of the Public Records of Orange County Florida; thence run along said deed the following two courses; S 23°48'52" E, 818.61 feet to a point of curvature of a curve concave Northeasterly having a radius of 3970.00 feet, and a central angle of 01°34'48"; thence run Southeasterly along the arc of said curve, 109.47 feet to a point on a deed recorded in Official

Records Book 7253, Page 4329 and Book 7253, Page 4335 of the Public Records of Orange County Florida; thence run along said deeds the following courses; said point being a point of compound curvature of a curve concave Northeasterly having a radius of 3970.00 feet, and a central angle of 12°21'11"; thence run Southeasterly along the arc of said curve, 855.93 feet; thence S 37°44'52" E, 133.87 feet to a point of curvature of a curve concave Northeasterly having a radius of 1607.00 feet, and a central angle of 25°37'00"; thence run Southeasterly along the arc of said curve, 718.49 feet; thence S 63°21'52" E, 583.11 feet to a point of curvature of a curve concave Southwesterly having a radius of 240.00 feet, and a central angle of 10°05'09"; thence run Southeasterly along the arc of said curve, 42.25 feet; thence N 00°10'49" W, 104.81 feet to a point on a non-tangent curve concave Northerly having a radius of 645.00 feet, and a central angle of 09°39'21"; thence from a tangent bearing of N 79°50'29" E run Easterly along the arc of said curve, 108.70 feet; thence N 70°11'08" E, 39.24 feet; thence N 58°17'04" E, 51.30 feet; thence N 82°40'01" E, 38.55 feet; thence N 89°49'11" E, 66.50 feet; thence S 00°10'49" E, 211.42 feet; thence S 58°53'11" W, 41.98 feet; thence S 50°26'48" W, 40.52 feet; thence S 28°11'20" W, 46.02 feet; thence S 00°10'49" E, 36.41 feet; thence S 89°49'11" W, 50.92 feet; thence S 00°10'49" E, 95.57 feet; thence S 89°02'05" E, 166.99 feet; thence S 00°11'18" W, 179.85 feet; thence S 89°49'11" W, 382.27 feet; thence N 79°36'24" W, 132.11 feet; thence N 00°10'51" W, 175.75 feet; thence N 89°49'11" E, 29.99 feet; thence S 85°43'11" E, 181.34 feet; thence N 44°43'08" E, 30.16 feet; thence N 00°20'41" W, 38.33 feet to a point of curvature of a curve concave Southwesterly having a radius of 180.00 feet, and a central angle of 63°01'11"; thence run Northwesterly along the arc of said curve, 197.98 feet; thence N 63°21'52" W, 633.17 feet; thence departing said deeds run, N 89°58'16" W, 174.74 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 21, to a point on the State Road 429 right of way line as shown on Florida Department of Transportation right of way map project number 403498-3 and a point on a non-tangent curve concave Southwesterly having a radius of 1721.96 feet, and a central angle of 09°21'53"; thence from a tangent bearing of N 32°40'52" W run Northwesterly along the arc of said curve and right of way line, 281.45 feet; thence continue along said right of way line the following courses; N 42°02'46" W, 340.85 feet to a point of curvature of a curve concave Northeasterly having a radius of 2776.91 feet, and a central angle of 18°14'12"; thence run Northwesterly along the arc of said curve, 883.86 feet; thence N 23°48'31" W, 1299.13 feet; thence N 17°33'22" E, 328.65 feet; thence N 03°16'00" W, 329.22 feet; thence N 17°33'22" E, 404.76 feet; thence N 23°48'35" W, 352.28 feet; thence S 66°11'25" W, 600.19 feet; thence N 23°48'17" W, 8254.82 feet; thence N 00°46'31" E, 840.43 feet to a point on a non-tangent curve concave Southerly having a radius of 2834.93 feet, and a central angle of 14°06'15"; thence from a tangent bearing of S 87°35'24" E run Easterly along the arc of said curve, 697.86 feet; thence N 16°30'51" E, 60.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2894.93 feet, and a central angle of 16°47'28"; thence from a tangent bearing of N 73°29'09" W run Westerly along the arc of said curve, 848.38 feet; thence S 89°43'24" W, 258.73 feet; thence N 21°29'36" W, 110.97 feet; thence N 20°48'24" W, 1048.03 feet; thence departing said right of way line run, N 00°08'24" E, 211.55 feet along the West line of the East 530.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 89°41'25" W, 80.74 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section 8 to a point on the aforesaid State Road 429 right of way line; thence run along said right of way line the following three courses; N 20°48'24" W, 103.10 feet to a point of curvature of a curve concave Easterly having a radius of

3731.85 feet, and a central angle of 03°56'22"; thence run Northerly along the arc of said curve, 256.59 feet; thence N 89°41'15" E, 10.43 feet to a point that is 10.00 feet Easterly of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429 and a point on a non-tangent curve concave Easterly having a radius of 3721.85 feet, and a central angle of 03°53'37"; thence from a tangent bearing of S 16°54'47" E run Southerly along the arc of said curve, 252.93 feet and a line that is 10.00 feet Easterly of and parallel with said right of way line; thence S 20°48'24" E, 96.16 feet along said parallel line to its intersection with a line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8; thence N 89°41'25" E, 83.88 feet along said line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 00°08'24" W, 219.78 feet along the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with a line that is 10.00 feet East of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; thence S 20°48'24" E, 836.45 feet along said parallel line to a point on a Deed described in Official Records Book 9324, Page 367 of the Public Records of Orange County Florida; thence run along said Deed the following six courses; thence S 87°25'27" E, 291.32 feet; thence N 88°48'53" E, 166.97 feet; thence N 86°44'00" E, 142.45 feet; thence N 06°27'19" W, 91.16 feet; thence N 28°52'42" E, 302.51 feet; thence N 69°30'43" E, 659.82 feet to a point on a deed described in Official Records Book 10810, Page 147 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 84°17'43" E, 306.52 feet; thence N 55°03'52" E, 1274.60 feet; thence N 33°11'17" E, 877.94 feet; thence N 08°37'23" E, 258.89 feet; thence N 89°46'07" E, 980.18 feet along the North line of the Northwest 1/4 of said Section 9 to the Northeast corner thereof and to the Point of Beginning, containing 632.422 Acres, more or less.





TANGENT TABLE					
LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 89°39'31" E	559.27	L42	N 89°49'11" E	29.99
L2	N 24°57'02" W	499.49	L43	S 85°43'11" E	181.34
L3	S 89°43'24" W	207.22	L44	N 44°43'08" E	30.16
L4	N 00°15'09" E	50.00	L45	N 00°20'41" W	38.33
L5	N 00°14'57" E	50.00	L46	N 63°21'52" W	633.17
L6	N 89°43'25" E	671.30	L47	N 89°58'16" W	174.74
L7	N 23°57'49" E	158.82	L48	N 42°02'46" W	340.85
L8	S 24°02'35" E	87.08	L49	N 17°33'22" E	328.65
L9	S 57°20'29" W	268.56	L50	N 03°16'00" W	329.22
L10	S 89°41'57" W	398.92	L51	N 17°33'22" E	404.76
L11	S 06°49'32" W	733.37	L52	N 23°48'35" W	352.28
L12	S 08°09'52" E	589.53	L53	S 66°11'25" W	600.19
L13	N 89°56'14" W	436.85	L54	N 00°46'31" E	840.43
L14	S 19°45'46" W	205.05	L55	N 16°30'51" E	60.00
L15	S 10°52'26" W	182.06	L56	S 89°43'24" W	258.73
L16	S 07°43'13" W	96.36	L57	N 21°29'36" W	110.97
L17	S 07°53'58" W	130.38	L58	N 00°08'24" E	211.55
L18	N 72°21'20" W	49.00	L59	S 89°41'25" W	80.74
L19	S 15°35'14" W	152.63	L60	N 20°48'24" W	103.10
L20	S 53°38'39" W	331.49	L61	N 89°41'15" E	10.43
L21	S 12°50'33" W	337.10	L62	S 20°48'24" E	96.16
L22	S 23°48'52" E	818.61	L63	N 89°41'25" E	83.88
L23	S 37°44'52" E	133.87	L64	S 00°08'24" W	219.78
L24	S 63°21'52" E	583.11	L65	S 20°48'24" E	836.45
L25	N 00°10'49" W	104.81	L66	S 87°25'27" E	291.32
L26	N 70°11'08" E	39.24	L67	N 88°48'53" E	166.97
L27	N 58°17'04" E	51.30	L68	N 86°44'00" E	142.45
L28	N 82°40'01" E	38.55	L69	N 06°27'19" W	91.16
L29	N 89°49'11" E	66.50	L70	N 28°52'42" E	302.51
L30	S 00°10'49" E	211.42	L71	N 69°30'43" E	659.82
L31	S 58°53'11" W	41.36	L72	N 84°17'43" E	306.52
L32	S 50°26'48" W	40.52	L73	N 08°37'23" E	258.89
L33	S 28°11'20" W	46.02	L74	N 89°50'34" E	332.11
L34	S 00°10'49" E	36.41	L75	N 16°45'19" W	82.26
L35	S 89°49'11" W	50.92	L76	S 16°45'19" E	670.70
L36	S 00°10'49" E	95.57	L77	S 72°14'26" W	240.00
L37	S 89°02'05" E	166.99	L78	N 17°43'34" W	70.00
L38	S 00°11'18" W	179.85	L79	S 72°14'26" W	10.00
L39	S 89°49'11" W	382.27	L80	S 17°43'34" E	70.00
L40	N 79°36'24" W	132.11	L81	S 72°14'26" W	650.00
L41	N 00°10'51" W	175.75			

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	802.00	65°19'34"	914.40	
C2	2750.09	09°13'41"	442.93	S 33°16'29" E
C3	1507.00	05°28'43"	978.42	
C4	1507.00	05°37'00"	778.92	
C5	240.00	10°05'09"	42.25	
C6	645.00	09°39'21"	108.70	N 79°50'29" E
C7	180.00	63°01'11"	197.98	
C8	1721.96	09°21'53"	281.45	N 32°40'52" W
C9	2776.91	18°14'12"	883.86	
C10	2834.93	14°06'15"	627.86	S 87°35'24" E
C11	2894.93	16°47'28"	848.38	N 73°29'09" W
C12	3731.85	03°56'22"	256.59	
C13	3721.85	03°53'37"	252.93	S 16°54'47" E
C14	2894.93	10°26'01"	527.16	S 06°19'18" E


 <p> P.O.B. 10000 LANE BUENA VISTA FL 32830-1000 PHONE 407-824-8866 </p>	PLUMB AREA OVERALL	DATE 1/12/23
	PROJECT NAME RCID LAND	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY JLG
	COMMENTS SHEET 2 OF 3 SHEETS	FILENAME 10JC23001

Exhibit A-20

DESCRIPTION
OF
GIFFORD SUBSTATION

Ref: Orange County Parcel 272421000010001

A parcel of land lying in Sections 16 and 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 16, run along the South line of the Southwest, 1/4 of said Section 16, N 89°50'34" E, 332.11 feet, to the Point of Beginning; thence N 16°45'19" W, 82.26 feet; thence N 90°00'00" E, 989.75 feet to a point on the Westerly right-of-way line of Hartzog Road as recorded in Deed Book 838, Page 447, of the Public Records of this County, also being a point on a non-tangent curve concave easterly having a radius of 2894.93 feet and a central angle of I 0°26'0 I": thence from a tangent bearing of S 06° 19' 18" E run Southerly along the arc of said curve and right-of-way line, 527.16 feet; thence continue along said right-of-way S 16°45' 19" E, 670.70 feet; thence S 72°14'26" W, 240.00 feet; thence N 17°45'34" W, 70.00 feet; thence S 72°14'26" W, 10.00 feet thence S 17°45'34" E, 70.00 feet; thence S 72°14'26" W, 650.00 feet; thence N 16°45'19" W, 1413.80 feet to the Point of Beginning. Containing 28.128 Acres, more or less.

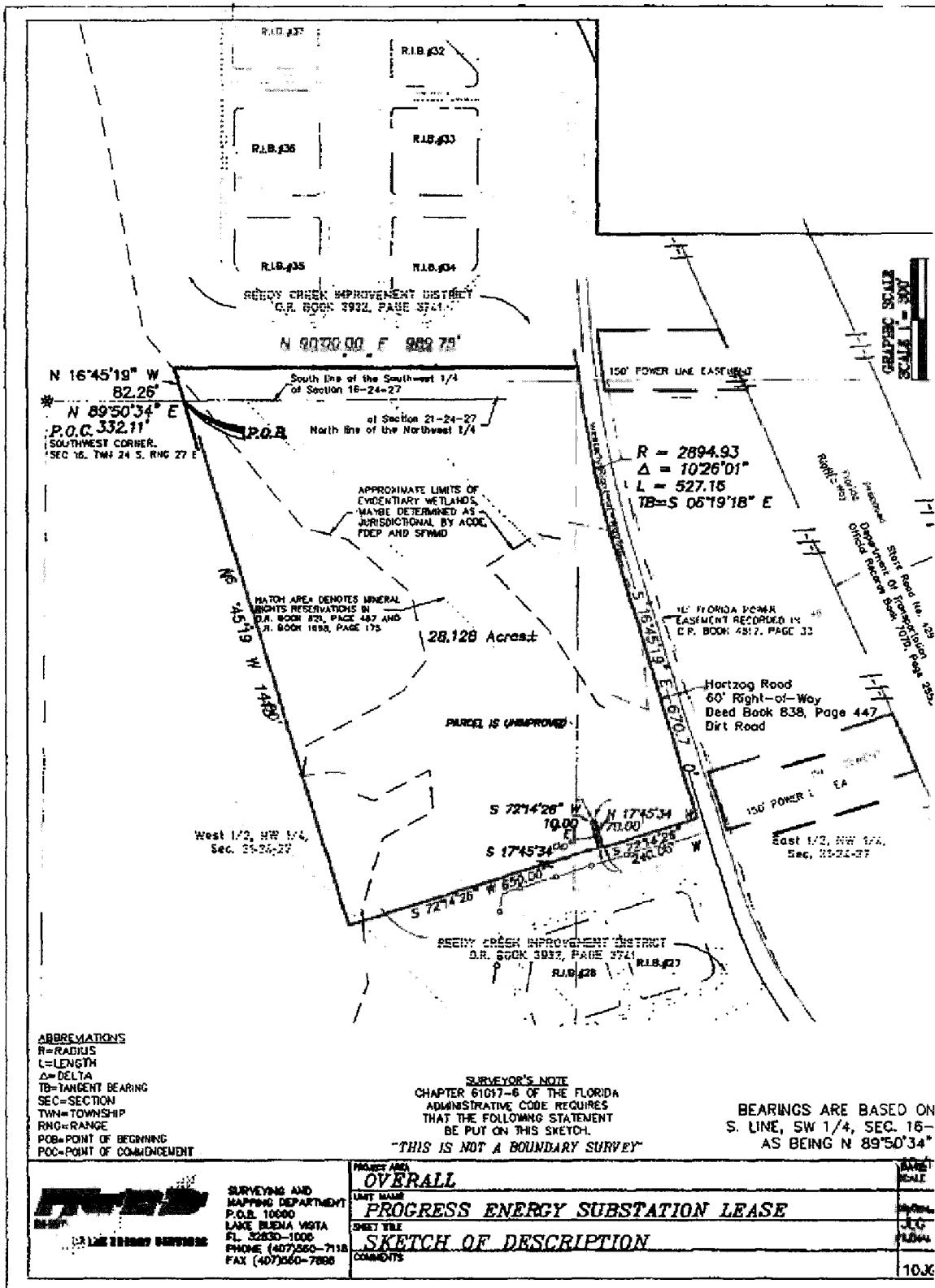


Exhibit A-21

DESCRIPTION
OF

RCID Solid Waste Material Recovery Facility and Access Roads and
RCID Technical Services Building and Storm water Retention

Ref: Orange County Parcel 272422000000007

Ref: Orange County Parcel 272427000000013

A parcel of land lying in Sections 22 and 27, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

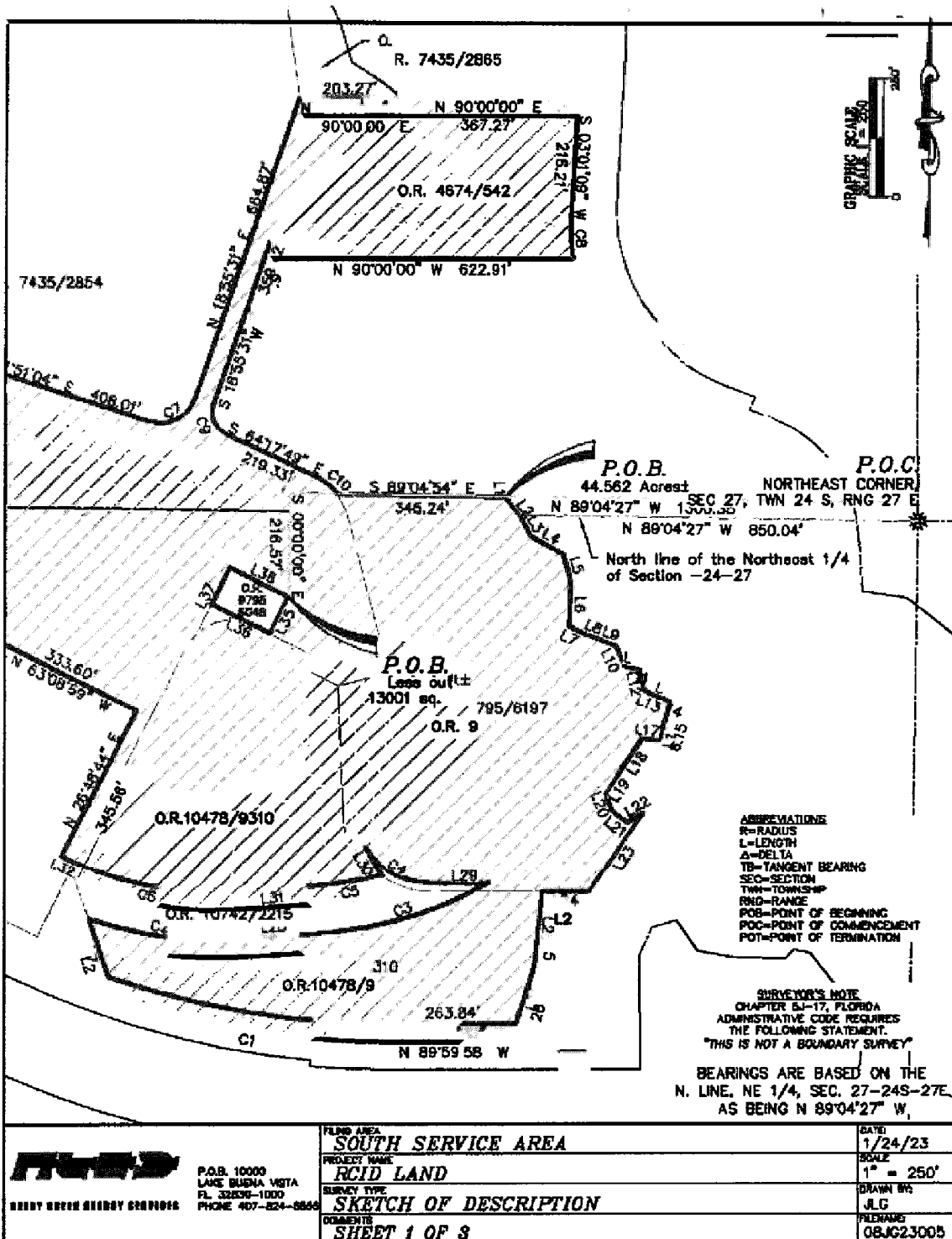
Commence at the Northeast corner of said Section 27, run along the North line of the Northeast 1/4 of said Section 27, N 89°04'27" W, 850.04 feet; thence S 00°00'00" E, 1.15 feet to a point on the boundary of a deed recorded in Official Records Book 9795, Page 6197 of the Public Records of Orange County, Florida and the Point of Beginning; thence run along said deed the following courses; S 37°47'40" E, 51.03 feet; thence S 28°25'14" E, 47.80 feet; thence S 61°36'26" E, 76.78 feet; thence S 15°35'57" E, 60.62 feet; thence S 02°55'55" W, 91.89 feet; thence S 64°37'40" E, 26.16 feet; thence S 68°26'45" E, 43.14 feet; thence S 70°14'11" E, 35.79 feet; thence S 24°14'17" E, 48.79 feet; thence S 80°28'06" E, 30.50 feet; thence S 11°06'37" E, 45.56 feet; thence S 65°37'22" E, 32.10 feet; thence S 67°30'32" E, 28.36 feet; thence S 15°47'09" W, 54.74 feet; thence S 14°26'10" W, 31.37 feet; thence N 83°34'09" W, 37.14 feet; thence S 32°49'25" W, 96.24 feet; thence S 33°42'14" W, 40.19 feet; thence S 19°14'48" E, 40.26 feet; thence S 53°02'17" E, 40.15 feet; thence N 58°07'44" E, 38.18 feet; thence S 33°53'24" W, 201.02 feet; thence N 89°55'17" W, 96.69 feet; thence departing said deed run, S 05°53'15" W, 159.28 feet along the boundary of deed recorded in Official Records Book 10478, Page 9310 of the Public Records of Orange County, Florida; thence continue along said deed the following four courses; S 17°28'56" W, 125.88 feet; thence N 89°59'58" W, 263.84 feet to a point of curvature of a curve concave Northerly having a radius of 1760.01 feet, and a central angle of 19°21'52"; thence run Westerly along the arc of said curve, 594.84 feet; thence N 18°49'37" W, 127.84 feet to a point on the boundary of deed recorded in Official Records Book 10742, Page 2215 of the Public Records of Orange County, Florida; thence continue along said deed the following courses; said point being a point on a non-tangent curve concave Northerly having a radius of 750.00 feet, and a central angle of 22°56'46"; thence from a tangent bearing of S 70°24'33" E run Easterly along the arc of said curve, 300.36 feet; thence N 86°38'41" E, 180.48 feet to a point of curvature of a curve concave Northerly having a radius of 800.00 feet, and a central angle of 26°46'56"; thence run Easterly along the arc of said curve, 373.95 feet; thence N 89°56'03" W, 123.99 feet to a point of curvature of a curve concave Northeasterly having a radius of 149.32 feet, and a central angle of 61°06'13"; thence run Northwesterly along the arc of said curve, 159.24 feet; thence S 28°49'50" E, 70.53 feet to a point on a non-tangent curve concave Northerly having a radius of 700.00 feet, and a central angle of 11°38'01"; thence from a tangent bearing of S 75°00'40" W run Westerly along the arc of said curve, 142.13 feet; thence S 86°38'41" W, 180.48 feet to a point of curvature of a curve concave Northerly having a radius of 650.00 feet, and a central angle of 29°06'11";

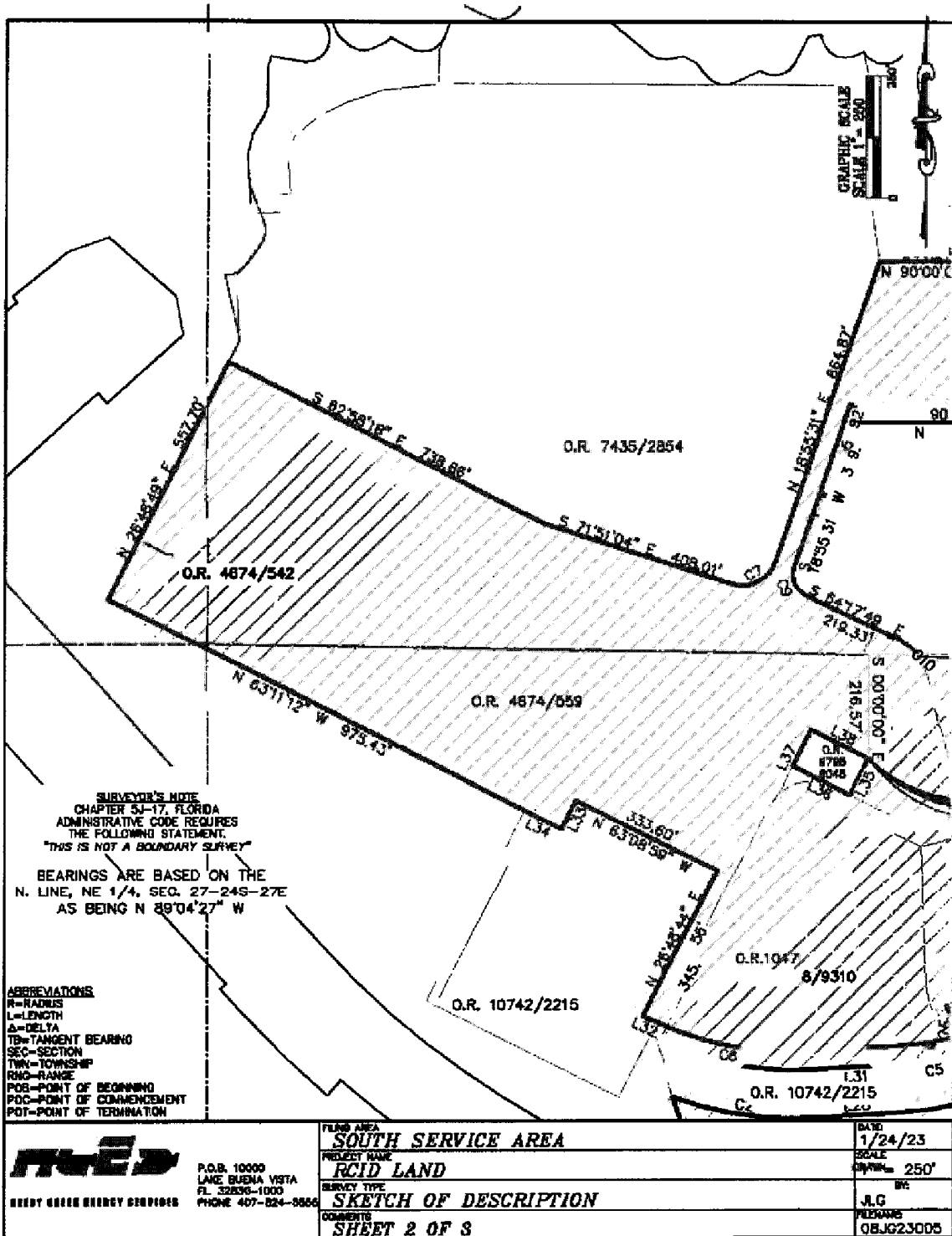
thence run Westerly along the arc of said curve, 330.16 feet; thence N 64°15'08" W, 28.34 feet; thence N 26°48'44" E, 345.56 feet; thence N 63°08'59" W, 333.60 feet; thence S 26°48'01" W, 66.41 feet; thence N 63°12'08" W, 84.08 feet; thence departing said deed run, N 63°11'12" W, 975.43 feet along the boundary of deed recorded in Official Records Book 4674, Page 559 and Official Records Book 4674, Page 542 of the Public Records of Orange County, Florida; thence continue along said deed the following two courses; N 26°48'49" E, 557.70 feet; thence run along the boundary of deed recorded in Official Records Book 7435, Page 2854 of the Public Records of Orange County, Florida; thence continue along said deed the following four courses; S 62°58'18" E, 738.86 feet; thence S 71°51'04" E, 408.01 feet to a point of curvature of a curve concave Northwesterly having a radius of 75.00 feet, and a central angle of 89°13'24"; thence run Northeasterly along the arc of said curve, 116.79 feet; thence N 18°55'31" E, 664.87 feet; thence run N 90°00'00" E, 203.27 feet along the boundary of deed recorded in Official Records Book 7435, Page 2865 of the Public Records of Orange County, Florida; thence run along the boundary of deed recorded in Official Records Book 4674, Page 542 of the Public Records of Orange County, Florida; thence continue along said deed the following courses; N 90°00'00" E, 367.27 feet thence S 03°01'09" W, 216.21 feet to a point on a non-tangent curve concave Easterly having a radius of 449.95 feet, and a central angle of 10°43'50"; thence from a tangent bearing of S 03°12'01" W run Southerly along the arc of said curve, 84.27 feet; thence N 90°00'00" W, 622.91 feet; thence S 18°55'31" W, 359.92 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet, and a central angle of 82°00'23"; thence from a tangent bearing of S 18°55'44" W run Southerly along the arc of said curve, 71.56 feet; thence S 64°17'49" E, 219.33 feet to a point of curvature of a curve concave Southwesterly having a radius of 100.01 feet, and a central angle of 29°53'43"; thence run Southeasterly along the arc of said curve, 52.18 feet; thence departing said deed run S 89°04'54" E, 345.24 feet along the boundary of a deed recorded in Official Records Book 9795, Page 6197 of the Public Records of Orange County, Florida and the Point of Beginning, containing 44.562 Acres, more or less.

LESS OUT

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

Commence at the Northeast corner of said Section 27, run along the North line of the Northeast 1/4 of said Section 27, N 89°04'27" W, 1300.35 feet; thence S 00°00'00" E, 216.57 feet to the Point of Beginning; thence run S 26°48'18" W, 84.25 feet along the boundary of deed recorded in Official Records Book 9795, Page 6045 of the Public Records of Orange County, Florida; thence N 63°11'45" W, 134.61 feet along the boundary of deed recorded in Official Records Book 10478, Page 9310 of the Public Records of Orange County, Florida; thence run along the boundary of deed recorded in Official Records Book 9795, Page 6045 of the Public Records of Orange County, Florida the following courses; N 26°48'18" E, 149.16 feet; S 63°11'42" E, 134.61 feet to the Point of Beginning, containing 13001 square feet, more or less.





TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 00°00'00" E	1.15
L2	S 37°47'40" E	51.03
L3	S 28°25'14" E	47.80
L4	S 61°36'26" E	76.78
L5	S 15°35'57" E	60.62
L6	S 02°55'55" W	91.89
L7	S 64°37'40" E	26.16
L8	S 68°26'45" E	43.14
L9	S 70°14'11" E	35.79
L10	S 24°14'17" E	48.79
L11	S 80°28'06" E	30.50
L12	S 11°06'37" E	45.56
L13	S 65°37'22" E	32.10
L14	S 67°30'32" E	28.36
L15	S 15°47'09" W	54.74
L16	S 14°26'10" W	31.37
L17	N 83°34'09" W	37.14
L18	S 32°49'25" W	96.24
L19	S 33°42'14" W	40.19
L20	S 19°14'48" E	40.26
L21	S 53°02'17" E	40.15
L22	N 58°07'44" E	38.18
L23	S 33°53'24" W	201.02
L24	N 89°55'17" W	96.69
L25	S 05°53'15" W	159.28
L26	S 17°28'56" W	125.88
L27	N 18°49'37" W	127.84
L28	N 86°38'41" E	180.48
L29	N 89°56'03" W	123.99
L30	S 28°49'50" E	70.93
L31	S 86°38'41" W	180.48
L32	N 64°15'08" W	28.34
L33	S 26°48'01" W	66.41
L34	N 63°12'08" W	84.08
L35	S 26°48'18" W	84.25
L36	N 63°11'45" W	134.61
L37	N 26°48'18" E	149.16
L38	S 63°11'42" E	134.61

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1760.01	19°21'52"	594.84	
C2	750.00	22°56'46"	300.36	S 70°24'33" E
C3	800.00	26°46'56"	373.95	
C4	145.32	61°06'13"	159.24	
C5	700.00	11°38'01"	142.13	S 75°00'40" W
C6	650.00	29°06'11"	330.16	
C7	75.00	89°13'24"	116.79	
C8	449.95	10°43'50"	84.27	S 03°12'01" W
C9	50.00	82°00'23"	71.56	S 18°55'44" W
C10	100.01	29°53'43"	52.18	


 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-8855</p>	<p>FIELD AREA SOUTH SERVICE AREA</p>	<p>DATE 1/24/23</p>
	<p>PROJECT NAME RCID LAND</p>	<p>SCALE 1" = 250'</p>
	<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY JLG</p>
	<p>COMMENTS SHEET 3 OF 3</p>	<p>FILENAME 08JG23005</p>

Exhibit A-22
DESCRIPTION
OF
Landscape Maintenance Area

Ref: Orange County Parcel 272402000000027

A parcel of land lying in Section 2, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 2, run along the East line of the Southeast 1/4 of said Section 2, N 00°00'53" W, 1331.96 feet; thence N 90°00'00" W, 2372.77 feet to the Point of Beginning, thence N 90°00'00" W, 967.18 feet to a point of curvature of a curve concave Southerly having a radius of 630.04 feet, and a central angle of 38°00'09"; thence run Westerly along the arc of said curve, 417.88 feet; thence N 12°21'31" W, 421.05 feet to a point on the Easterly boundary of a deed recorded in Official Records Book 2221, Page 92 of the Public Records of Orange County and a non-tangent curve concave Southeasterly having a radius of 558.41 feet, and a central angle of 29°56'54"; thence from a tangent bearing of N 22°43'57" E run Northeasterly along the arc of said curve and deed, 291.88 feet; thence continue along said deed the following two courses; N 52°40'57" E, 375.99 feet; N 37°18'48" W, 15.00 feet; thence run along the Easterly and Southerly boundary of a deed recorded in Official Records Book 2137, Page 357 of the Public Records of Orange County the following courses; N 52°40'52" E, 256.85 feet to a point of curvature of a curve concave Northwesterly having a radius of 175.00 feet, and a central angle of 52°40'52"; run Northeasterly along the arc of said curve, 160.91 feet; N 00°00'00" E, 96.23 feet; N 90°00'00" W, 5.00 feet; N 00°00'00" E, 50.00 feet; N 90°00'00" E, 1461.61 feet; thence departing said deed run S 00°00'05" W, 74.05 feet; thence run along the Northerly line of a deed recorded in Official Records Book 7353, Page 646 of the Public Records of Orange County the following two courses; N 90°00'00" W, 845.66 feet; S 00°00'00" E, 34.55 feet; thence S 00°00'00" E, 96.74 feet; to a point on a non-tangent curve concave Southeasterly having a radius of 73.65 feet, and a central angle of 77°43'54"; thence from a tangent bearing of S 88°58'37" W run Southwesterly along the arc of said curve, 99.92 feet; thence S 00°00'00" E, 101.49 feet; thence S 25°35'54" E, 15.92 feet; thence N 90°00'00" E, 105.62 feet; thence S 10°01'40" E, 255.83 feet; thence run along the Westerly boundary of a deed recorded in Official Records Book 5741, Page 3885 of the Public Records of Orange County, S 00°00'00" E, 545.69 feet to the Point of Beginning, containing 30.818 Acres, more or less.

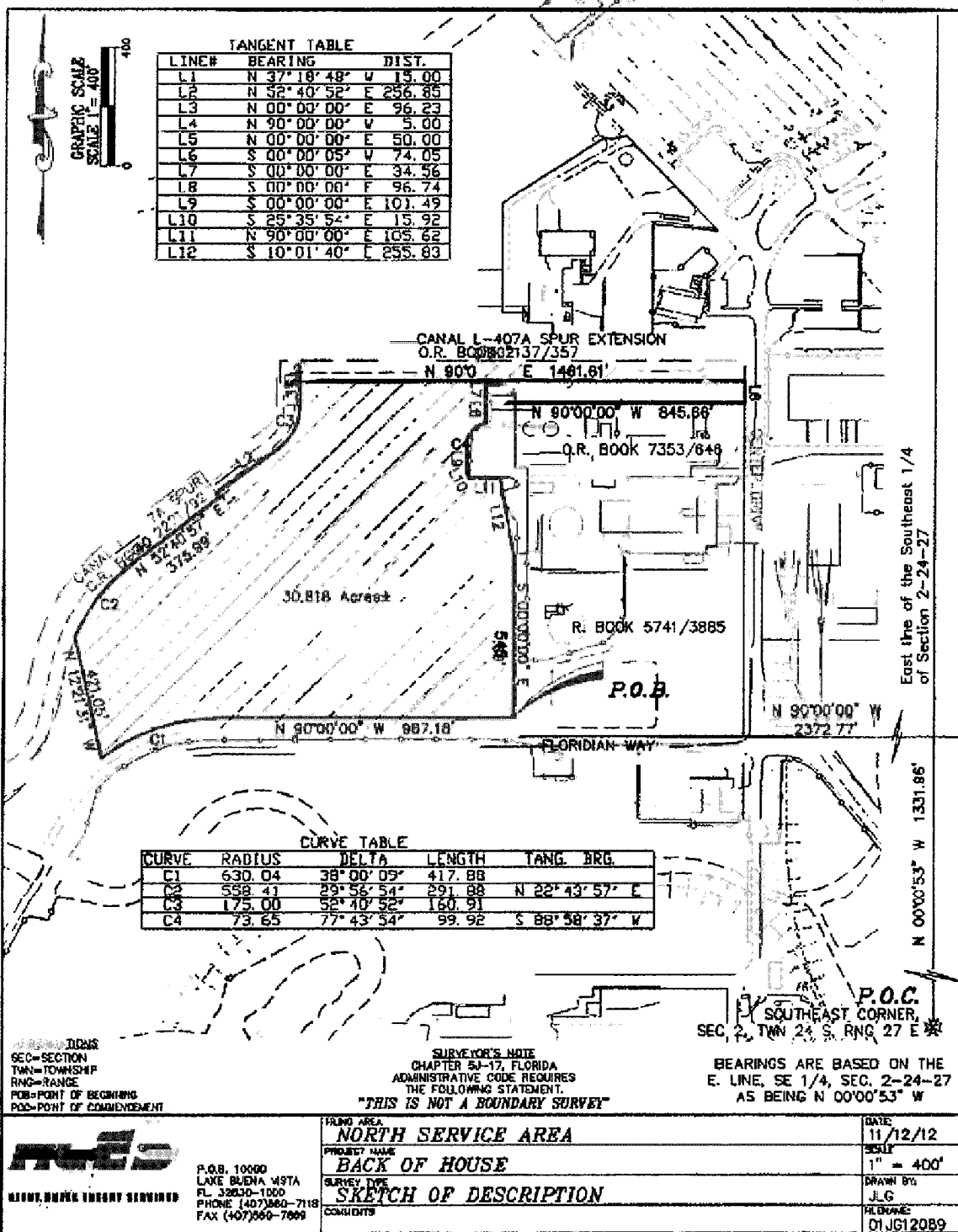


Exhibit A-23
DESCRIPTION
OF
Chilled Water Storage Site

Ref: Orange County Parcel 272402000000019

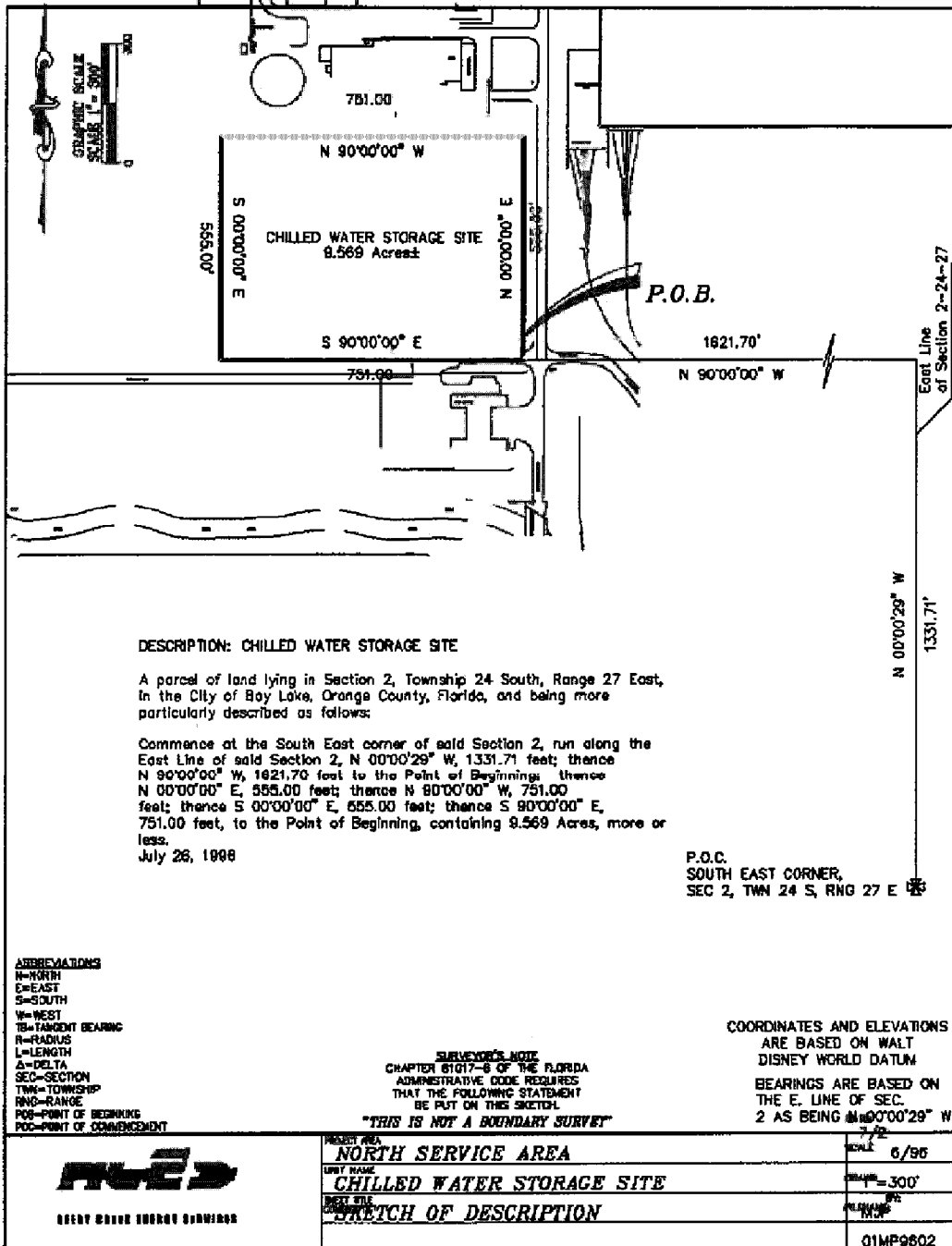


EXHIBIT B
WDPR Properties

All that certain property located in Orange and Osceola Counties, Florida, in the Townships, Sections and Ranges hereinafter set forth (and as graphically depicted on the page attached hereto), and owned, whether now or in the future, by WDPR and/or its Affiliates (including, but not limited to: a) Compass Rose Corporation; b) Walt Disney Parks and Resorts U.S., Inc. (f/k/a Walt Disney World co. and Walt Disney World Hospitality & Recreation Corporation); c) Walt Disney Travel Co., Inc.; and d) The Celebration Company) (excluding, however, any homeowners', or similar association formed with respect to any of such real property).

ORANGE COUNTY			OSCEOLA COUNTY		
<u>Sections</u>	<u>Township</u>	<u>Range</u>	<u>Sections</u>	<u>Township</u>	<u>Range</u>
1, 2, 3, 4	24 South	27 East	1,2	25 South	27 East
9, 10, 11, 12, 13,14, 15, 16	24 South	27 East	11, 12, 13, 14	25 South	27 East
21, 22, 23, 24, 25, 26, 27, 28	24 South	27 East	23, 24, 25, 26	25 South	27 East
33, 34, 35, 36	24 South	27 East	5, 6, 7, 8, 9	25 South	28 East
6, 7, 8	24 South	28 East	17, 18, 19, 20	25 South	28 East
17, 18, 19, 20, 21, 22, 23	24 South	28 East	30	25 South	28 East
27, 28, 29, 30, 31	24 South	28 East			

EXHIBIT C

PROHIBITED USES

1. any of the following uses: (i) residential (whether single-family or multi-family or hotel, motel or hostel or any other type of facility or business providing living or sleeping accommodations on a transitory, overnight or short-term basis); (ii) "timeshare", "interval ownership", or other similar use; (iii) a condominium or any other form of whole ownership or for any cooperative form of ownership; (iv) timeshare, fractional or similar ownership; and/or (v) short-term rental (meaning stays of less than the longer of: (x) six (6) months; and (y) the period of time Orange County designates as a short-term rental);
2. any Entertainment Venue. "Entertainment Venue" shall mean any venue or facility the primary business of which is offering shows, exhibits, attractions, rides, rollercoasters, water slides, games or any other amusement or entertainment devices (such as game arcades, virtual reality or similar) and/or other forms of entertainment, regardless of whether an admission fee is charged for admission thereto (collectively "Attractions"), such as, by way of example, but without limitation, MAGIC KINGDOM® Park, EPCOT®, DISNEY'S HOLLYWOOD STUDIOS™ (f/k/a Disney-MGM Studios), DISNEY'S ANIMAL KINGDOM® Theme Park, Disney's Wide World of Sports® Complex, DISNEY'S BLIZZARD BEACH Water Park, as DISNEY'S TYPHOON LAGOON Water Park. For purposes of clarification, the term "Entertainment Venue" shall include all facilities, land and improvements advertised, promoted, advertised, associated, marketed with or under the same or similar name as, or otherwise held out to the public as comprising a part, or component of, such Attractions, including, without limitation, resorts, hotels, restaurants, golf courses and shopping areas, even though some of the components or elements of such areas may not be contiguous to or within the area primarily identified as the Entertainment Venue. Notwithstanding the foregoing, "Entertainment Venue" shall exclude Category B Water Parks. "Category B Water Parks" shall mean a Water Park that is not a Category A Water Park. "Category A Water Park" shall mean a Water Park that is either (i) part of a Theme Park Complex, (ii) operated under or associated with the same name or brand as any Amusement Facility that is not a Water Park or (iii) under common ownership with any Amusement Facility that is not a Water Park. "Water Park" shall mean an Amusement Facility in which (i) more than two-thirds of the total number of exhibits, shows, tours, animal experiences, attractions, rides, water slides, games, or other amusement or entertainment activities are Water Park Activities and (ii) the majority of guests wear bathing suits. "Theme Park Complex" shall mean all facilities, land and improvements that include at least one Amusement Facility that is not a Water Park and that (i) are advertised, promoted, associated, marketed or otherwise held out to the general public as comprising part of a single integrated or related area, even though some of the components or elements of such area may not be contiguous or within one general admission, show or entertainment area, or (ii) are marketed under the same name or brand. "Amusement Facility" shall mean any theme, amusement or entertainment park or any other park or facility which offers exhibits, shows, tours, animal experiences, attractions, rides, water slides, games, or other amusement or entertainment activities. "Water Park Activity" means (i) a ride (including, without limitation, a lazy river) or water slide on which the guest gets wet from water supplied by the ride or water slide and on which the majority of guests wear bathing suits or (ii) a swimming pool.
3. any building, structure or other use that is more than four (4) stories tall measured from grade on the Effective Date;
4. arcades, game rooms or video parlors;

5. **bowling alleys;**
6. **bars, taverns, night clubs or other establishments or facilities engaged in the offering of alcoholic beverages for on-site consumption;**
7. **gun stores or indoor (or outdoor) gun ranges;**
8. **theaters or cinemas;**
9. **“adult entertainment uses” as that term is defined by the Orange County Zoning Code, including, but not limited to, any establishment featuring the exhibition of nude or partially dressed male or female dancers or models or featuring the sale or rental of sexually explicit materials which term shall mean, for the purposes of this Declaration, any theater, establishment or facility which: (i) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) rated “X” or “NC-17” by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise;**
10. **flea markets, fire and bankruptcy sales operations, rummage sales, and/or flea markets;**
11. **outdoor entertainment;**
12. **establishments renting or selling movies, books, or other media, games, toys and similar materials which are rated “X” by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature;**
13. **retail establishments;**
14. **any establishment which contains any devices, equipment or facilities for the participation in, or to be used to hold any events, functions or programs that involve gambling, wagering, betting or other similar activities (including, but not limited to, card games, keno, slot machines, sports betting and animal racing), where the participants have the opportunity to receive monetary or other consideration (irrespective of whether any such facilities or activities or devices are legally permissible);**
15. **any signage or displays which would violate Laws and/or which are more than four stories tall measured from grade on the Effective Date;**
16. **a liquor or package store (i.e., an establishment engaged in the sale of alcoholic beverages for off-site consumption);**
17. **the scheduling or offering to schedule appointments, visitations or tours at or of, or the sale, leasing, offering, or other transfer, display, distribution or promotion (or the provision of any support, clerical or administrative services relating thereto) of real property (including homes) as timeshare resorts, time shares or time share units, interval ownership rights or interests, vacation clubs, or other similar products;**
18. **trailer courts, mobile home parks, and recreation vehicle campgrounds;**
19. **oil, gas or mineral exploration, drilling, boring, development, refining, quarrying, or mining**

- operations and all construction and equipment incident thereto, oil or gas wells, shafts;
20. junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills;
 21. lumberyards or sawmills (except in the usual course of construction on the site);
 22. truck terminals or truck stop-type facilities;
 23. massage parlors, and any establishment which offers entertainment or service which includes nude or partially or provocatively or skimpily dressed male or female persons;
 24. "head" shops or similar establishments offering any substance which may not be sold or given away unless the provider thereof has obtained and maintains one (1) or more special licenses.
 25. any sale, distribution, promotion or use of marijuana or goods or products that include marijuana or any derivative of marijuana or any paraphernalia;
 26. tattoo, body piercing or similar operations or establishments;
 27. any establishment providing skilled nursing or nursing-assisted care or any full-time skilled nursing or other care, except for those nursing services which are allowed under a limited nursing services license or an extended congregate care license;
 28. a nursing home facility;
 29. outlet, discount or wholesale or similar stores or establishments;
 30. outdoor display or sale(s) of merchandise;
 31. go-cart racing, miniature golf, water rides or other rides or other amusements;
 32. any outdoor or indoor structures or containers for the collection of new or used clothing, toys, aluminum cans, furniture, equipment or any other items;
 33. services for the provision of management and/or operation of commercial or residential rental properties;
 34. promotional events; and
 35. medical, specialty medical, physician or dental uses.

APPENDIX

GLOSSARY OF CERTAIN DEFINED TERMS

"Affiliates" shall mean, with respect to any Person, another Person which: (a) directly or indirectly controls, (b) is, directly or indirectly, under common control with, or (c) is, directly or indirectly, controlled by, such first-referenced Person. **"Control"** shall mean the power to direct the management of a Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Declaration" shall mean this document.

"Alterations" shall mean any and all alterations, additions, modifications, renovations, substitutions, replacements or other changes made to the RCID Properties or any portion thereof including, without limitation, the exterior portion of the Improvements comprising a part thereof.

"Designee" shall mean any Person designated by WDPR or an Affiliate of WDPR (or to whom WDPR has assigned its interest) to exercise any of its rights under this Declaration. For clarity, a Designee need not be related or affiliated with WDPR.

"Effective Date" shall have the meaning assigned in the preambles to this Declaration.

"Fee" shall have the meaning assigned in Section 2 hereof.

"Governmental Authority" shall mean the United States of America, and any state, county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States of America, or any state, county, city or political subdivision thereof.

"Identifying Symbols" shall mean any names, designs, symbols, stories, fanciful characters or other words, pictures or representations identifying or commonly associated with a Person, place or thing, and any variation or derivation thereof.

"Improvements" shall mean any and all buildings, structures, sheds, driveways, parking areas, paved areas, fences, signs, curb-cuts and any and all other physical improvements now or hereafter constructed, installed, placed or located on, or attached or affixed to, the RCID Properties, and any and all Alterations thereto and/or thereof. The term Improvements does not include the RCID Properties. RCID shall be solely responsible, at its sole cost and expense, for all costs, expenses, fees and charges associated or incurred in connection with the planning, design, development, build out, use, operation, management, maintenance, periodic renovation, repair and replacement of the Improvements now or hereafter constructed on the RCID Properties, and any and all Alterations, whether foreseen or unforeseen.

"Laws" shall mean any and all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives (including, without limitation, building codes, zoning ordinances and the American's With Disabilities Act and similar legal requirements) and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing.

"RCID" shall initially mean RCID and, from and after the date of this Declaration, any and all successors in title to RCID's fee simple interest and estate in the RCID Properties or any portion thereof. If RCID or successors in title to RCID's fee simple interest and estate in the RCID Properties or any portion thereof

sells, conveys or otherwise transfers its fee simple interest and estate in the RCID Properties or any portion thereof then RCID or its successor making such sale, conveyance or transfer shall be released from all covenants and obligations accruing hereunder after the date of such sale, conveyance or transfer as to (and only as to) the RCID Properties or portion thereof sold, conveyed or transferred and the successor owner of the RCID Properties or portion thereof sold, conveyed or transferred shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of RCID's covenants and obligations hereunder accruing after the date of such sale, conveyance or transfer as to (and only as to) the RCID Properties or portion thereof sold, conveyed or transferred.

"RCID Property(ies)" shall have the meaning assigned in the recitals.

"Permitted Uses" shall have the meaning assigned in Section 3.1 hereof.

"Person" shall mean any natural person, corporation, general partnership, limited partnership, limited liability company, association, trust or other entity, including any Governmental Authority.

"Prohibited Uses" shall have the meaning assigned in Section 3.2 hereof.

"Tenant" shall mean any person or entity that is in possession or occupancy of, or entitled to possess or occupy, any portion of the RCID Properties by a lease agreement, sublease, concession, license or other contract with the RCID (or any person or entity claiming by or through any such Tenant).

"WDPR" shall mean Walt Disney Parks and Resorts U.S., Inc., a Florida corporation, and shall include the legal representatives, and any successors and assigns of WDPR which has (from time to time) been affirmatively and specifically assigned or delegated one or more of the rights reserved to WDPR hereunder by written instrument recorded among the Public Records of the County. The term "WDPR" shall also include its Affiliates as the context may require.

"WDPR Property(ies)" shall have the meaning assigned in the recitals.