

WELLS LANDING (PARRAMORE VILLAGE) **SETTLEMENT AGREEMENT**

THIS WELLS LANDING (PARRAMORE VILLAGE) SETTLEMENT AGREEMENT is entered into this ____ day of April 2014, by and between NU BEGINNINGS PARRAMORE VILLAGE DEVELOPMENT, LLC a dissolved Florida limited liability company ("Developer"), HANTON WALTERS ("Guarantor") and the CITY OF ORLANDO, FLORIDA, a Florida municipal corporation ("City").

RECITALS

A. On or about June 27, 2008, City, Developer and Guarantor entered into several agreements whereby City conveyed to Developer the real property described in **Exhibit "A"** attached hereto and made a part hereof under the terms and conditions of the other documents referenced herein ("Land").

B. Developer agreed to develop the Land in accordance with the terms and conditions of an Agreement for Development and Disposition of Property (Parramore Village) dated October 18, 2007, between Developer and City, as amended from time to time ("Development Agreement").

C. Developer granted City a purchase money mortgage for the Land securing repayment of a promissory note in the amount of One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000) ("City Note and Mortgage").

D. Guarantor guaranteed in favor of City all terms and conditions of the Developer Agreement and the City Note and Mortgage as evidenced by Unconditional Guaranty of Payment and Performance dated June 26, 2008, made by Guarantor in favor of City ("City Guaranty").

E. Developer gave a Mortgage and Security Agreement dated June 27, 2008, to Florida Community Partners, Inc. a Florida corporation not for profit ("FCP") to obtain funds from FCP for development of the Land. The loan is evidenced by Master Revolving Loan Agreement documenting a line of credit up to Three Million Five Hundred Thousand Dollars (\$3,500,000) (The Master Revolving Loan Agreement and the Mortgage and Security Agreement are herein sometimes referred to as the "FCP Loan Documents").

F. FCP has claimed Developer defaulted in its loan obligations and filed suit against Developer, Guarantor and City to foreclose the FCP Loan Documents. Developer counter-sued FCP for wrongful termination of the agreements between those parties. Developer, Guarantor and City have elected to resolve all claims and disagreements arising out of or which might hereafter arise out of the transactions referenced herein, in accordance with this Agreement. Developer, Guarantor and FCP have agreed to settle all matters arising out of the litigation referenced herein by separate agreement among them.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth herein and other good and valuable consideration the receipt and sufficiency of which are conclusively acknowledged by each party to all others, it is agreed as follows:

1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. DEFINITIONS. In addition to the terms defined elsewhere herein, the following terms as used herein shall have the following meanings:

"Agreement" -- this instrument together with all exhibits, addenda, and proper amendments.

"Closing"-- the completion of the transaction contemplated by this Agreement, on the Closing Date pursuant to the terms of this Agreement.

"Closing Agent or Title Company" – First American Title Insurance Company utilizing the branch office located in Winter Park, Florida.

"Closing Date" -- the date determined in accordance with **Section 4** hereof to be no later than Friday May 2, 2014, unless extended by the terms of this Agreement.

"Due Diligence Period" -- the period beginning on the Effective Date for City's investigation of the Land in accordance with the provisions of **Section 6.2** hereof and expiring on the day immediately prior to the Closing Date.

"Effective Date" -- the date upon which copies of this instrument have been fully executed by and delivered to all Parties.

"Land" -- that certain real property located in Orange County, Florida, and specifically described on **Exhibit "A"** hereto.

"Parties" – Developer, Guarantor and City (sometimes individually referred to as "Party").

"Permitted Exceptions" – all past-due taxes and taxes for the year of Closing and subsequent years, oil, gas and mineral rights of record (without right of entry), City code enforcement liens, matters of record at the time City previously conveyed title to Developer, those matters reflected on the plat of the Land together with any other title exceptions accepted by City.

3. LAND CONVEYANCE AND SETTLEMENT OF ALL CLAIMS. For and in consideration of the covenants contained herein and other good and valuable consideration, subject to and in accordance with the terms and provisions hereof, the Parties agree to the

conveyance of the Land and settlement of all claims among them in the manner and as specifically provided herein.

3.1 Land Conveyance. At Closing, Developer shall convey the Land by Special Warranty Deed to City free and clear of all liens, encumbrances, covenants, restrictions except for the Permitted Exceptions.

3.2 Settlement of All Claims. Simultaneously with the delivery of the deed for the Land, the following matters shall also be addressed:

- a. Parties shall terminate the Development Agreement and Memorandum of Agreement for Development and Disposition of Property;
- b. City shall terminate the City Note, Mortgage and City Guaranty; and
- c. Developer shall deliver to City fully executed and recorded documents to the extent applicable, cancelling the FCP Loan Documents, and terminating the foreclosure litigation with prejudice.

3.3 Assignment and Delivery of Development Rights. Developer shall assign and deliver to City all development rights, plans and specifications, permits, licenses, land development approvals, surveys, architectural and engineering documents, environmental reports and tests, any soil boring or other related reports, and any other documents evidencing such approvals, consents or investigations of the Land or otherwise arising out of the development transaction.

4. CLOSING. The conveyance of the Land by Developer to City shall be closed at City Hall by First American Title Insurance Company, ("Closing Agent"), or at such other place in Orange County, Florida, as City may specify, on a date acceptable to all Parties, which shall be no later than Friday, May 2, 2014, unless extended pursuant to any provisions allowing for extensions under this Agreement.

5. EVIDENCE OF TITLE. By no later than two (2) days after commencement of the Due Diligence Period, City shall obtain a pro forma owner's title insurance commitment issued by the Closing Agent, as agent for Title Company, agreeing to issue to City, following the recording of the deed, a standard ALTA Owner's Policy of Title Insurance (Form B-1992), insuring City's fee title interest in the Land. City shall pay for the owner's title insurance policy and all other related costs associated with the closing, except to the extent specifically provided herein. Developer shall provide the necessary documentation to cause all "standard exceptions" to be deleted from the title insurance policy, except for the Permitted Exceptions and standard survey exception. The Closing Agent shall act as closing agent for the settlement and conveyance.

City shall have three (3) days after receipt of the title commitment to deliver to Developer a written notice of any and all Title Objections. Developer shall have one (1) day after receipt of a written objection to correct at its expense all matters described in any such notice of Title Objections; or, at Developer's option, Developer may elect not to correct any such Title Objections and to notify City that Developer will not cure such Title Objections, if such election is communicated to City within one (1) day after receipt of City's written objections. If Developer chooses not to cure such Title Objections as provided herein, or, attempts and fails to correct a Title Objection within the allowed time, then City may (at City's option to be exercised by notice to Developer):

- (a) terminate this Agreement and decline to accept the conveyance of the Land; or
- (b) acquire the Land subject to such matters.

City shall have three (3) days after either (i) receipt of timely notice from Developer that it elects not to correct any Title Objection, or (ii) three (3) days after receipt of written notice from Developer that it has not been able to cure any Title Objection, to make the above election to terminate the Agreement or acquire the Land subject to such objections. If City does not make the election to terminate pursuant to clause (a) above, the City shall be deemed to have made the election described in clause (b) above.

If City by written notice accepts, or is deemed to accept, Developer's interest in the Land subject to any or all Title Objections, such accepted matters shall be added to the Permitted Exceptions. Thereafter the Parties shall have no further rights or obligations hereunder, except those that specifically survive a termination of this Agreement.

6. RIGHT OF ENTRY, DUE DILIGENCE PERIOD.

6.1 Entry Upon Land. City and City's authorized agents shall have the right to enter upon the Land from and after the Effective Date until the Closing Date to conduct such studies, tests and inspections as City deems necessary, including but not limited to soil tests, environmental audits, surveys and engineering studies, all to be done at City's expense. City shall give Developer reasonable prior notice of any such entry. City shall not commit waste and shall restore the Land to its condition prior to City's entry in the event this Agreement is terminated and there is no Closing. City's obligations under this Section shall survive the Closing or any termination hereunder.

6.2 Due Diligence Period. The Due Diligence Period for this Agreement shall commence on the Effective Date and expire on the day immediately prior to Closing. The activities of the Parties and the conditions under which they shall be undertaken during the Due Diligence Period are as follows:

6.2.1 City will have during the Due Diligence Period an opportunity to investigate the Land as City is purchasing the Land in "As Is" condition. (The expiration

of the Due Diligence Period and the waivers of City's rights upon that occurrence shall not affect or otherwise waive whatever rights City possesses with respect to title to the Land, as contained in **Section 5** of this Agreement.)

6.2.2 City shall be entitled to terminate this Agreement by giving written notice of termination which must be received by Developer prior to expiration of the Due Diligence Period, if City determines in its sole discretion that for any reason whatsoever the Land is not satisfactory. In that event, the Parties shall thereupon be released of further obligations under this Agreement.

6.2.3 Within two (2) days following the Effective Date, Developer and Guarantor shall provide to City, all documents, permits, etc. described in **Section 3.3** hereof; provided, that in the event City fails to acquire the Land for any reason other than Developer's default, all such documentation shall be returned to Developer. All documents produced shall be with the understanding that City shall be entitled to rely upon them.

6.3 Developer Cooperation. Assuming no termination of the Agreement by City during the Due Diligence Period, Developer, at no cost to Developer, shall cooperate with City in allowing such investigations and inspections.

7. CONTINGENCIES. Following the end of the Due Diligence Period (assuming City's election to proceed under this Agreement after the Due Diligence Period), the Parties' respective obligations to close the transaction contemplated by this Agreement are further contingent upon the following:

- a Correctness of Representations and Warranties. The material representations and warranties of the Parties contained in this Agreement shall be true on and as of the Closing with the same force and effect as if such representations and warranties had been made on and as of the Closing.
- b Compliance by Parties. The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of the Closing.
- c Updated Title Commitment. City shall have been furnished with the Title Commitment updated prior to Closing with such update showing no change in the status of title as previously approved by City that would create a title defect.

Any contingency for the benefit of one party may be waived by that party and thereby shall not be a requirement of Closing.

8. DEVELOPER'S AND GUARANTOR'S REPRESENTATIONS, WARRANTIES & COVENANTS. As a material inducement to City to enter into this

Agreement, Developer and Guarantor make the following representations and warranties that shall be reaffirmed on the Closing Date, and shall survive Closing:

8.1 Standing and Authority. Developer is a dissolved Florida limited liability company, having been duly organized under the laws of the State of Florida; moreover, all documents that are executed or to be executed by Developer and that are to be delivered to City on or before the Closing Date will be duly authorized, executed, and delivered by Developer, will be legal, valid, and binding obligations of Developer, will be sufficient to convey title (if they purport to do so), and will not violate any agreement to which Developer is a party or to which Developer is subject. Developer will convey the Land as part of its plan to terminate its business and wind up its business affairs.

8.2 Bankruptcy-Insolvency Proceedings. There has not been filed by or against either Developer or Guarantor or any corporation, partnership, or other entity with respect to which either Developer or Guarantor is a principal shareholder, controlling person or general partner, as the case may be, a petition in bankruptcy or insolvency proceedings or for reorganization, or for the appointment of a receiver or trustee, nor have any of such entities made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors or admitted in writing the inability to pay its or their debts as they become due, which petition, proceedings, assignment or arrangement was not dismissed or discontinued within sixty (60) days following the date such petition, proceeding, assignment or arrangement was filed, served or entered on record

8.3 Non-Foreign Status. Neither Developer nor Guarantor is not a “foreign person” as that term is defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and City has no obligation under Internal Revenue Code § 1445 (“Section 1445”) to withhold and pay over to the Internal Revenue Service any part of the “amount realized” by Developer in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code § 1445).

8.4 Environmental Matters. The Land has not been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances, materials or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state and local laws or regulations. There have been no activities on the Land, which have resulted in hazardous substances or materials contamination of the Land, as regulated or prohibited by local, state or federal laws, rules or regulations of any governmental entities. For the purposes of this Agreement, “hazardous substances or materials” shall mean (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, *et. seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances

as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

9. CITY'S REPRESENTATIONS, WARRANTIES & COVENANTS. As a material inducement to Developer and Guarantor to enter into this Agreement, City represents, warrants and agrees now and at the Closing, which shall survive Closing that City is a Florida municipal corporation duly organized and validly existing under the laws of Florida in good standing thereunder and authorized to do business in Florida; moreover, all documents that are executed or to be executed by City and that are to be delivered to Developer and Guarantor on or before the Closing Date will be duly authorized, executed, and delivered by City, will be legal, valid, and binding obligations of City and will not violate any agreement to which City is a party or to which City is subject.

10. CONDITION OF LAND. From and after the Effective Date and through the Closing Date, Developer will not do anything which would change the condition of the Land or take any action affecting the Land and shall on the Closing Date deliver the Land to City in the same condition as on the Effective Date, or sale in lieu thereof, and damage or destruction of the natural elements contained on the Land, caused by fire, windstorm, or other calamity beyond the control of Developer excepted.

11. CLOSING DOCUMENTS.

11.1 As a condition precedent to City's delivery to Developer and Guarantor, Developer and Guarantor shall (at their expense) obtain and deliver to City on the Closing Date the following documents:

11.1.1 A Special Warranty Deed ("Deed") executed by Developer warranting title by, through, and under Developer, but as to no others, conveying to City good and marketable fee simple title to the Land, subject only to the Permitted Exceptions;

11.1.2. Developer's affidavit as to ownership of the Land in such form sufficient to permit the Title Company to delete the standard exception for parties in possession and adverse matters recorded between the effective date of the title commitment and the time of recording the Deed;

11.1.3 Developer's affidavit stating that Developer does not have any knowledge of any easements or matters adverse to Developer's title not shown in the public records;

11.1.4 Developer's affidavit with respect to construction liens sufficient to permit the Title Company to delete the construction lien standard exception from a title policy and stating that the Land is free and clear of all liens, encumbrances, leases,

licenses, contracts, or claims of rights that may serve as a basis for a lien or charge against the Land, except as included in the Permitted Exceptions;

11.1.5 Satisfaction and cancellation of all FCP Loan Documents;

11.1.6 Notice of Dismissal with Prejudice of the pending foreclosure litigation;

11.1.7 Cancellation of the recorded Notice of Lis Pendens;

11.1.8 Mutual Release of all claims, liabilities and losses signed by Developer and Guarantor (to also be signed by City), in form and substance acceptable to all Parties, except as otherwise provided in this Agreement; and

11.1.9 Such other instruments, documents, certificates, affidavits, closing statements or agreements reasonably requested by City's counsel or the Title Company in order to effectuate the purposes of this Agreement.

11.2 As a condition precedent to Developer's and Guarantor's obligations to close and otherwise deliver the other documents required herein, City shall (at City's expense) deliver to Developer and Guarantor on the Closing Date the following documents:

11.2.1. An affidavit acceptable to the Title Company stating that there are no matters as a result of City's inspection of the Land that may serve as a basis for a lien or charge against the Land;

11.2.2 Satisfaction of City Note and Mortgage;

11.2.3 Cancellation of the City Guaranty;

11.2.4 Mutual Release of all claims, liabilities and losses signed by City in form and substance acceptable to all Parties, except as otherwise provide in this Agreement; and

11.2.5 Such other instruments, documents, certificates, affidavits, closing statements or agreements reasonably requested by Developer's counsel or the Title Company in order to effectuate the purposes of this Agreement.

12. CLOSING COSTS AND PRORATIONS.

12.1 Closing Costs. City shall pay the cost for recording the Deed and any other fees and charges required with respect to the Deed. City shall pay all costs associated with recording the City's mortgage satisfaction. City shall pay the cost of an owner's title insurance policy as referenced in **Section 5**. Each Party shall pay its own attorney's fees.

12.2 Prorations. City shall pay outstanding real property taxes owed on the Land and be solely responsible for the code enforcement liens encumbering title to the Land.

13. POSSESSION. On the Closing Date, Developer shall deliver to City full, complete, and exclusive possession of the Land.

14. DEFAULT.

14.1 By Either Developer or Guarantor. If at any time between the Effective Date and the Closing Date, either Developer or Guarantor is in default in a material respect in the performance of any the obligations of either under this Agreement, and such default is not cured within fifteen (15) days after written notice thereof, City shall have the options of (a) terminating this Agreement; whereupon this Agreement shall become null and void and of no further force and effect, or (b) seeking to enforce this Agreement through specific performance. City waives any right to seek damages, except in any instances where either Developer or Guarantor has taken actions which preclude the granting of specific performance. Notwithstanding the foregoing, should either Developer's or Guarantor's default be that it has failed to close in a timely manner, such Parties shall not be entitled to notice and opportunity to cure.

14.2 By City. If at any time between the Effective Date and the Closing Date City is in default in a material respect in the performance of any of City's obligations under this Agreement and such default is not cured within fifteen (15) days after written notice thereof to City, then Developer and Guarantor shall have the options of (a) terminating this Agreement; whereupon this Agreement shall become null and void and of no further force and effect, or (b) seeking to enforce this Agreement through specific performance. Developer and Guarantor waive any right to seek damages, except in any instances where City has taken actions which preclude the granting of specific performance. Notwithstanding the foregoing, should City's default be that it has failed to close in a timely manner, City shall not be entitled to notice and opportunity to cure.

15. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid and certified return receipt requested, or by Federal Express or similar overnight delivery service, by telecopy as follows:

Developer &
Guarantor:

Walter Ketcham, Esq.
Grower & Ketcham, P.A.
P.O. Box 538065
Orlando, FL 32853-8065
Phone No. (407) 567-2845

City: City of Orlando
Laurie Botts, Real Estate Division Manger
400 S. Orange Ave.
Orlando, Florida 32801
Phone No. (407) 246-2653

or to such other address as the pertinent Party may direct by written notice. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service or sent via telecopier.

16. BROKERS. All Parties hereby represent each to all others that such Party has not discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesman who will require a real estate commission be paid, so as to create any legal right in such (or any other) broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Land and any other transactions contemplated by this Agreement.

17. WAIVER. The failure or delay of any Party at any time to require performance by another Party of any provisions of this Agreement shall not affect the right of such Party thereafter to require performance of the subject provision or to exercise any right, power, or remedy hereunder. The waiver by any Party of any breach of any provisions of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision, or a waiver of any right, power, or remedy under this Agreement.

18. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE with regard to the Closing Date and all other provisions of this Agreement.

19. ATTORNEY'S FEES AND COSTS. In connection with any litigation arising out of or in connection with this Agreement, the prevailing Party(ies) shall be entitled to recover from the Party(ies) resisting the prevailing Party's assertion, as costs all of such Party's(ies') expense incurred in connection therewith, including reasonable attorney's fees at the trial and appellate levels and in bankruptcy court.

20. ASSIGNMENT. This Agreement may not be assigned by any party without the consent of all others, which consent may be withheld in their reasonable discretion; provided, however, without the consent of any parties City may make a limited assignment of this Agreement solely to the extent necessary to provide the Land shall be conveyed to an agency or entity controlled by or related to City. In the event of such an assignment, City shall remain obligated to fulfill all other terms and conditions of this Agreement.

21. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and permitted assigns.

22. ENTIRE AGREEMENT. This Agreement incorporates and merges all agreements, understandings, promises, covenants, conditions, representations, and warranties

among the Parties with respect to the Land and the other settlement provisions hereof. No claimed modification of this Agreement shall be effective and binding unless such modification is in writing and duly executed by the Party sought to be charged therewith.

23. VENUE AND GOVERNING LAW. Venue for all proceedings in connection with this Agreement shall be Orange County, Florida, and all aspects of this Agreement shall be governed by the laws of the State of Florida.

24. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

25. NOT RECORDABLE. Neither this Agreement nor any part hereof shall be recorded in the public records of any county in the State of Florida.

26. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. SURVIVABILITY. In addition to those matters that by the terms hereof expressly survive the Closing, all other matters that by virtue of the context or nature thereof would reasonably be expected to survive the Closing shall also survive the Closing.

28. PARTIAL INVALIDITY. Any determination by a court of competent jurisdiction that any provision of this Agreement is not valid or enforceable as specifically set forth shall not result in such provision being declared invalid; but the same shall be deemed modified, if possible, in such a manner so as to result in the same being valid and enforceable to the maximum extent permitted by law. If such modification is not possible, then such provision shall be deemed stricken and severed from this Agreement, but such action shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on the respective dates set forth below.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES OF PARTIES APPEAR ON THE FOLLOWING PAGES.)

Developer:

Nu Beginnings Parramore Village
Development, LLC, a dissolved Florida
limited liability company

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

As its _____

Date executed: April _____, 2014

Guarantor:

Hanton Walters

Date executed: April _____, 2014

City:

City of Orlando, Florida, a Florida
municipal corporation

Witnesses:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

As Its _____

Date executed: _____, 2014

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Lots 1 and 1P, through Lot 16 and 16P, Block A, inclusive, Parramore Village, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Orange County, Florida.

Lots 1G through 16G, Block A, inclusive, Parramore Village, according to the Plat thereof, as recorded in Plat Book 1, Page 48, of the Public Records of Orange County, Florida.

And Lots 7G to 11G, 14G to 18G, 21G to 25G, 28G to 32G and 34G to 58G, Block C, and that portion of plat designated as community sidewalk easement, Sec 35, TWP 22, RGE 29, Parramore Village 2nd Replat, according to the Plat thereof, as recorded in Plat Book 1, Page 70, of the Public Records of Orange County, Florida.

PARCEL 2:

Lots 1 and 1P, through Lot 20 and 20P, Block B, inclusive, of Parramore Village - First Replat, according to the Plat thereof, as recorded in Plat Book 1, Page 64, of the Public Records of Orange County, Florida.

Lots 1G through 22G, Block B, inclusive and that portion of plat designated as community sidewalk easement, Parramore Village - First Replat, according to the plat thereof, as recorded in Plat Book 1, Page 64, of the Public Records of Orange County, Florida.

PARCEL 3:

Lot 1 and 1P, through Lot 33 and 33P, Block C, inclusive, Parramore Village - Second Replat, according to the plat thereof, as recorded in Plat Book 1, Page 70, of the Public Records of Orange County, Florida.

Block D, Parramore Village - Second Replat, according to the plat thereof, as recorded in Plat Book 1, Page 70, of the Public Records of Orange County, Florida.

PARCEL 4:

Begin on West side of Parramore Street 15 feet West and 20 feet North of the Southeast corner of the North Half of the Southwest Quarter of the Northwest Quarter of Section 35, Township 22 South, Range 29 East, run thence West 80 feet, North 70 feet, East 80 feet, to Parramore, South 70 feet to the Point of Beginning, All lying and being situate in Orange County, Florida, Less road right-of -way.

PARCEL 5:

Lot 6 and Lot 7, First Addition to Western Terrace, according to the plat thereof, as recorded in Plat Book H, Page 64, of the Public Records of Orange County, Florida.

PARCEL 6:

Lot 1, Suncharm Subdivision, according to the plat thereof, as recorded in Plat Book 35, Page 80, of the Public Records of Orange County, Florida.

ALL PARCELS ABOVE NOW PLATTED AND KNOWN AS:

Wells Landing, according to the plat thereof, as recorded in Plat Book 73, Pages 121 and 122, of the Public Records of Orange County, Florida.