

**PREPARED BY AND RETURN TO:**

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**REIMBURSEMENT AGREEMENT  
FOR CONSTRUCTION OF  
SEWER EXTENSION/LEE VISTA PROMENADE**

THIS REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF SEWER EXTENSION/LEE VISTA PROMENADE ("**Agreement**"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (the "**Effective Date**"), by and between the **City of Orlando, Florida**, a municipality duly enacted under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32801, "City", and **DDR Orlando LLC**, a Delaware limited liability company, whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122 ("**DDR**").

WHEREAS, DDR owns and is developing certain property located east of Semoran Boulevard and north of Hazeltine National Drive, consisting of approximately 75 acres, more particularly described in Exhibit "A", attached hereto and made a part hereof by reference (the "**Property**"); and

WHEREAS, DDR is developing the Property as a large-scale retail center ("**DDR Project**"); and

WHEREAS, in order to provide sewer service to the DDR Project the existing sewer line owned and operated by the City must be both upsized to correct an existing deficiency and extended to the Property from its existing point of connection (the "**Upsizing Project**"); and

WHEREAS, the City has agreed to participate in the funding of the non-site related portion of the Upsizing Project located off-site from the Property because such improvements will remedy an existing deficiency, increase capacity and allow additional properties to connect to the City's sewer system besides DDR; and

WHEREAS, the cost of the City's share of the Upsizing Project is approximately Five Hundred Sixty-Six Thousand Eight Hundred Eighty-Three and No/100 Dollars (\$566,883.00) to

be paid in the form of credits against the sewerage benefit fee that is otherwise chargeable to the Property (“**City’s Contribution**”); and

WHEREAS, the alignment of the sewer line being proposed by the Upsizing Project is shown in Exhibit “B”, attached hereto and made a part hereof by reference; and

WHEREAS, construction of the Upsizing Project and the payment of the City’s Contribution constitute a public purpose by increasing capacity and facilitating the delivery of sewer service to other property owners located in the Semoran Boulevard corridor of the City; and

WHEREAS, the parties hereto desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged by the parties hereto, the City and DDR agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this substantive body of this Agreement as if set forth therein.

2. Design and Construction. DDR is solely responsible for the permitting, design and construction of the Upsizing Project. City has no responsibility or liability with respect thereto. DDR shall coordinate design of the Upsizing Project with City staff and shall incorporate the City’s comments into the final design. DDR shall comply with all applicable laws, rules, regulations and reasonable engineering standards in constructing the Upsizing Project. DDR shall also construct the Upsizing Project in substantial conformity with the City’s permitted construction plans.

3. Defect Security. Prior to issuance of a certificate of completion of the Upsizing Project as described in Paragraph 5 below, DDR or its contractor shall post a defect security with the City for the repair or correction of material defects or failures in the Upsizing Project improvements. The form of such security, the release of same by the City and all other matters related to such security shall be in accordance with City Code Section 65.563(D) – (G).

4. Non-Conforming Work. In the event that work on the Upsizing Project is discovered, whether by the City or DDR, its consultants or contractors, which is defective or otherwise non-conforming to the requirements of the construction plans which have been permitted by the City, the City or DDR shall promptly notify the other party of such defect or non-compliance. Thereafter, the City shall promptly determine, in its reasonable discretion and with input from DDR, whether such defect or non-conformity is material in nature. In the event that such defect or non-conformity is determined by the City to be material in nature, then DDR shall, at its cost, immediately cause such work to be removed and replaced with conforming work or otherwise remedy the materially non-conforming work to the satisfaction of the City.

5. Certification. Upon completion of the Upsizing Project, the City shall conduct an inspection. If the City determines that all work has been completed in substantial conformance with the permitted construction plans and any other applicable construction, permitting or engineering requirements, the City shall notify DDR in writing of the City's approval of said construction. City shall also notify DDR of deficiencies in the Upsizing Project, which must be remedied prior to the City's approval. Upon receipt of the City's written notification of approval of the Upsizing Project, DDR shall cause the Contractor to submit a final completion certification of the Upsizing Project. This certification shall be accompanied by the As-Built drawings as well as any necessary warranties, waivers and releases from contractors, subcontractors and suppliers, test certifications, operation manuals and documentation of approval of the construction by governmental agencies having jurisdiction other than the City, if any, as well as any other reasonable supporting documents required by the City. Upon the City's review and approval of the above items, City shall notify DDR, in writing, that it has determined final approval of the Upsizing Project and issued a Certificate of Completion. Notwithstanding the City's certification herein, City shall not assume ownership and maintenance of the Upsizing Project until (i) the Upsizing Project is complete as evidenced by the City's issuance of a Certificate of Completion for the Upsizing Project and (ii) the City has verified that the pipeline within the Upsizing Project is clean of debris. The City will assume perpetual repair and maintenance responsibilities after the City has determined that the Upsizing Project is clean and free of construction debris, whereupon, DDR will be notified in writing that the City has assumed ownership and perpetual repair and maintenance of the Upsizing Project.

6. Independent Contractors. DDR, its agents, Contractor(s), subcontractors or design engineer, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, or their employees or representatives.

7. Reimbursement. The full, initial cost of constructing the Upsizing Project shall be borne by DDR. The final, reasonable costs actually incurred for design, permitting and construction of the portion of the Upsizing Project located off-site from the Property, as verified by the City, shall be reimbursed by the City to DDR in the form of sewerage benefit fee credits in an amount not to exceed Five Hundred Sixty-Six Thousand Eight Hundred Eighty-Three and No/100 Dollars (\$566,883.00) (the "**Credits**"). After the Upsizing Project is complete as evidenced by the City's issuance of a Certificate of Completion for the Upsizing Project, as described in Paragraph 5, the City shall reimburse DDR by establishing an account in DDR's name for the full amount of the Credits, subject to the terms hereof, within thirty (30) days of DDR's submittal of a complete reimbursement request, including all invoices and any and all other supporting data. If, within said thirty (30) day period, the City notifies DDR that additional information is necessary, the time for reimbursement shall be extended to thirty (30) days from receipt of the additional information. If City has any objection to any element of the cost of the portion of the Upsizing Project located off-site from the Property, City shall notify DDR within said thirty (30) day period and City and DDR agree to cooperate in good faith to resolve the issue. Said Credits, once issued: (i) may be used by DDR or any assignee of DDR, (provided that any such assignment of Credits shall be executed by

DDR and a copy of same provided to the City) to offset sewer benefit fees and other sewer fees, if any, assessed by the City for development of the Property; and (ii) shall not expire and may be used as a dollar-for-dollar credit against sewerage benefit fees imposed by the City or any equivalent fee that may be charged by the City in lieu of a sewerage benefit fee.

8. Indemnification. DDR shall indemnify, release and hold harmless the City, its agents, employees and elected and appointed officials, from and against all claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), resulting from property damage, personal injury or death and arising out of or resulting from construction of the Upsizing Project by DDR or its agents, assigns, employees, Contractors and subcontractors, or anyone for whose acts any of them may be liable. This provision shall survive termination of this Agreement only to the extent necessary to protect the City from liability arising during the term of this Agreement.

9. Insurance. DDR and/or any contractors performing work for DDR for the Upsizing Project shall at all times maintain general public liability insurance in the amount of five million dollars (\$5,000,000.00) and automobile liability insurance in the amount of two million dollars (\$2,000,000.00), which can be achieved through a combination of primary and excess liability insurance, to afford protection to the City against any and all liability, including claims for personal injury, death or property damage arising directly or indirectly out of such work performed by DDR and/or its agents, assigns, employees, Contractors, subcontractors and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Said insurance shall be issued by solvent, reputable insurance company authorized to do business in the State of Florida, naming the City of Orlando as an additional insured, with a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. The above liability policy shall contain a contractual liability endorsement in favor of the City. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by City of Orlando. This provision shall survive termination of this Agreement to the extent necessary to protect the City from liability arising during the term of this Agreement. Nothing herein operates as a waiver of the City's grant of sovereign immunity or the limits of liability established under Florida law.

10. Maintenance and Repairs. Prior to City's inspection and approval of the Upsizing Project as provided in Paragraph 5, DDR owns the Upsizing Project and retains any and all responsibility and liability with respect to, or arising from, or in any way associated with, the Upsizing Project. Upon the City's inspection and approval of the Upsizing Project as described in Paragraph 5, including the City's issuance of a Certificate of Completion, City shall assume ownership of the Upsizing Project and perpetual operation and maintenance responsibilities as provided in Paragraph 5.

11. Default. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively shall constitute a default under this Agreement,

and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

12. Termination. Unless earlier terminated by written consent of both parties or as provided in Paragraph 11 above, this Agreement shall automatically terminate upon the later of (i) the City's acceptance of the Upsizing Project and assumption of ownership thereof, or (ii) the expiration of the defect security that is posted in favor of the City in accordance with Paragraph 3 above; provided, however, the City's obligation to establish the Credits and DDR's rights to use the Credits all as set forth in Paragraph 7 above shall survive the termination of this Agreement until all Credits have been utilized by DDR or its assignee, as applicable.

13. Binding Effect. The terms and conditions of this Agreement shall run with the title to the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. No Waiver of Regulatory Authority. DDR acknowledges that the City is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities under this Agreement, as well as development of the Property, and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing herein operates to vest any particular manner or means of development of the Property.

15. Amendment. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

16. Effective Date. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

**INSERT SIGNATURES FOR OTHER PARTIES**

DDR ORLANDO LLC, a Delaware limited liability company

By: DDR Corp., an Ohio corporation, its sole member

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_, as \_\_\_\_\_ of DDR Corp., an Ohio corporation, the sole member of DDR Orlando LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced (type of identification) \_\_\_\_\_.

Notary Public

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

My Commission Expire: \_\_\_\_\_

*(signatures continue on following pages)*

ATTEST:

**CITY OF ORLANDO**

\_\_\_\_\_  
Celeste T. Brown, City Clerk

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

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of the  
City of Orlando, Florida only.

\_\_\_\_\_  
Chief Assistant City Attorney

\_\_\_\_\_, 201\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_  
and, Celeste T. Brown, well known to me and known by me to be Mayor \_\_\_\_\_ and City  
Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they  
executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and  
that they were duly authorized so to do.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

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

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

My Commission expires: \_\_\_\_\_

## EXHIBIT "A"

### PROPERTY DESCRIPTION

LOTS 1 AND 2 , LEEVISTA CENTER 436 EAST, PHASE 1, PLAT 38, AS RECORDED IN PLAT BOOK 70, PAGE 63, AND A PORTION OF LEEVISTA CENTER-436 EAST PHASE 1, PLAT 36, AS RECORDED IN PLAT BOOK 62, PAGE 50, AND A PORTION OF LEEVISTA CENTER-CRACKER BARREL, AS RECORDED IN PLAT BOOK 51, PAGE 148, AND A PORTION OF TRACT "B", LEEVISTA CENTER - 436 EAST, PHASE 1, PLAT 17, AS RECORDED IN PLAT BOOK 45 PAGE 49, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND RUN SOUTH 89°41'53" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22 FOR A DISTANCE OF 426.96 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE WEST LINE OF TRACT "A", LEE VISTA CENTER 436 EAST, PHASE 1 PLAT 38, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, ALONG SAID WEST LINE, SOUTH 00°00'29" EAST, A DISTANCE OF 708.58 FEET; THENCE SOUTH 19°27'25" WEST, A DISTANCE OF 127.32 FEET TO THE NORTHWEST CORNER OF LOT 1, LEE VISTA CENTER 436 EAST, PHASE 1 PLAT 10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 137, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE THENCE SOUTH 19°27'25" WEST, ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 636.52 FEET TO A POINT ON THE NORTHERLY LINE OF HAZELTINE NATIONAL DRIVE AS PER THE PLAT OF "LEE VISTA CENTER 436 EAST PHASE 1, PLAT 2" AS RECORDED IN PLAT BOOK 14 PAGE 106 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A TANGENT BEARING OF NORTH 60°50'51" WEST AND A RADIUS OF 1,236.00 FEET; THENCE RUN NORTHWESTERLY FOR THE FOLLOWING COURSES AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°16'16", FOR A DISTANCE OF 200.00 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 70°07'07" WEST FOR A DISTANCE OF 264.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°13'02"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.93 FEET; THENCE DEPARTING SAID CURVE AND RUN NORTH 69°33'06" WEST FOR A DISTANCE OF 72.02 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A TANGENT BEARING OF SOUTH 19°01'32" WEST AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°51'40", FOR A DISTANCE OF 39.65 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE OF HAZELTINE NATIONAL DRIVE AS PER THE PLAT OF "LEE VISTA CENTER 436 EAST PHASE 1 PLAT 4" AS RECORDED IN PLAT BOOK 25, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; FOR THE FOLLOWING COURSES: NORTH 70°07'07"



WEST FOR A DISTANCE OF 311.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,077.03 FEET AND A CENTRAL ANGLE OF 19°29'34"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 706.63 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 86°30'17" WEST FOR A DISTANCE OF 191.67 FEET; THENCE SOUTH 89°52'53" WEST FOR A DISTANCE OF 110.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND A RADIUS OF 87.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°55'12", FOR A DISTANCE OF 48.46 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF HAZELTINE NATIONAL DRIVE AND RUN NORTH 00°07'07" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SEMORAN BOULEVARD (STATE ROAD NO. 436) FOR A DISTANCE OF 666.74 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND RUN NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF LOT 1, "LEE VISTA CENTER - 436 EAST PHASE 1, PLAT 23" AS RECORDED IN PLAT BOOK 49, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; FOR A DISTANCE OF 350.00 FEET; THENCE RUN NORTH 00°07'07" WEST ALONG THE EAST LINE OF THE AFORESAID LOT 1 FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BUTLER NATIONAL DRIVE AS PER THE PLAT OF "LEE VISTA CENTER - 436 EAST PHASE 1, PLAT 17" AS RECORDED IN PLAT BOOK 45, PAGE 49 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN EASTERLY ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING COURSES: NORTH 90°00'00" EAST FOR A DISTANCE OF 32.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 512.00 FEET AND A CENTRAL ANGLE OF 18°05'50"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 161.72 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN NORTH 20°33'37" WEST, ALONG A LINE BEING 22.0 FEET WESTERLY OF AND PARALLEL TO A SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, AS PER THE PLAT OF LEE VISTA CENTER-CRACKER BARREL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGE 148, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 150.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 332.00 FEET AND A CENTRAL ANGLE OF 20°33'37"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 119.14 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°00'00" EAST, A DISTANCE OF 64.50 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 441.50 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°34'37" FOR A DISTANCE OF 189.38 FEET TO A POINT ON THE EAST LINE OF PERFECT DRIVE AS PER THE SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 6154, PAGE 3990 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°00'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 448.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 102°23'10"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 62.54 FEET TO A POINT OF COMPOUND CURVATURE; SAID

POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LEEVISTA BOULEVARD AS PER THE PLAT OF "LEEVISTA BOULEVARD SEGMENT A" AS RECORDED IN PLAT BOOK 21, PAGE 142 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTHEASTERLY ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,152.00 FEET AND A CENTRAL ANGLE OF 05°46'05" AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 216.65 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 65°47'28" EAST FOR A DISTANCE OF 223.60 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A TANGENT BEARING OF SOUTH 65°52'54" EAST AND A RADIUS OF 2,140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°48'10", FOR A DISTANCE OF 142.04 FEET; THENCE DEPARTING SAID CURVE AND RUN SOUTH 65°19'30" EAST FOR A DISTANCE OF 136.09 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A TANGENT BEARING OF SOUTH 58°27'32" EAST AND A RADIUS OF 2,152.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°23'32", FOR A DISTANCE OF 240.09 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 52°04'00" EAST FOR A DISTANCE OF 235.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,248.00 FEET AND A CENTRAL ANGLE OF 15°51'21"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 622.11 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A", LEE VISTA CENTER 436 EAST, PHASE 1, PLAT 21; THENCE RUN SOUTH 00°00'29" EAST, ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 111.18 FEET TO THE POINT OF BEGINNING.

**EXHIBIT “B”**

**UPSIZING PROJECT ALIGNMENT**