

This instrument prepared by and return to:

Craig Langley, Esq.  
Broad and Cassel  
390 North Orange Avenue  
Suite 1400  
Orlando, Florida 32801

**FOURTH AMENDMENT TO THE FOURTH AMENDED AND RESTATED  
DEVELOPMENT ORDER FOR  
LAKE NONA DEVELOPMENT OF REGIONAL IMPACT**

**THIS FOURTH AMENDMENT TO THE FOURTH AMENDED AND RESTATED DEVELOPMENT ORDER FOR LAKE NONA DEVELOPMENT OF REGIONAL IMPACT** (the “**Amendment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by the **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

**WITNESSETH**

**WHEREAS**, the City adopted the Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact on August 6, 2007 as recorded on December 4, 2007 in Official Records Book 9522, Page 525, that certain First Amendment on March 17, 2008 as recorded on March 26, 2008, in Official Records Book 9640, Page 1888, that certain Second Amendment on June 4, 2012 as recorded on July 10, 2012, in Official Records Book 10406, Page 4222, and that certain Third Amendment on October 21, 2013 as recorded on November 27, 2013, in Official Records Book 10670, Page 3145, all in the Public Records of Orange County, Florida (collectively the “**Development Order**”); and

**WHEREAS**, Lake Nona Property Holdings, LLC, a Florida limited liability company (the “**Developer**”) is the master developer of certain real property located in Orange County known as the Lake Nona Development of Regional Impact (the “**Lake Nona DRI**”), more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Developer has the authority to file an application for an amendment to the Development Order in accordance with Section 380.06(19), Florida Statutes; and

**WHEREAS**, Developer desires to amend the Development Order to:

a) Amend the legal description of the Project in Exhibit "A" in order to add additional conservation acreage to the Lake Nona DRI; and

b) Update Map H to reflect Master Plan 8.4, in order to revise certain internal parcel boundary lines, alter certain land use designations, refine the alignment of certain internal roadways and incorporate additional conservation lands into the Lake Nona DRI; and

- c) Update Exhibit “E” to reflect the base map from the revised Master Plan; and
- d) Update Exhibit “F” to reflect the base map from the revised Master Plan; and
- e) Update the Land Use Summary to ensure consistency with the Master Plan 8.4.

**WHEREAS**, the City has determined that the proposed change to the Development Order is a non-substantial deviation pursuant to section 380.06(19), Florida Statutes;

**NOW THEREFORE**, the Development Order for the Lake Nona DRI is hereby amended as follows:

**SECTION ONE: Recitals.** The above recitals are true and correct and incorporated herein by this reference.

**SECTION TWO: Legal Description of the Project.** Exhibit “A” of the Development Order is hereby amended to delete, remove and supersede the legal description for the Lake Nona Development of Regional Impact/Planned Development and replace the legal description attached hereto and incorporated herein as Exhibit “A.”

**SECTION THREE: Master Plan.** Exhibit “C” of the Development Order is hereby amended to delete, remove and supersede Master Plan 8.3 and replace the same with Master Plan 8.4, attached hereto and incorporated herein as Exhibit “C.” All references to Master Plan 8.3 in the Development Order are hereby deemed to mean Master Plan 8.4.

**SECTION FOUR: Roadway Links.** Exhibit “E” of the Development Order is hereby amended to delete, remove and supersede “Roadway Links” and replace the same with the updated “Roadway Links”, attached hereto and incorporated herein as Exhibit “E.” All references to “Roadway Links” in the Development Order are hereby deemed to mean as revised to incorporate the new Exhibit “E” entitled “Roadway Links.”

**SECTION FIVE: Limits of Residential Development.** Exhibit “F” of the Development Order is hereby amended to delete, remove and supersede “Limits of Residential Development – January 17, 2012” and replace the same with “Limits of Residential Development”, attached hereto and incorporated herein as Exhibit “F.” All references to “Limits of Residential Development” in the Development Order are hereby deemed to mean as revised to incorporate the new Exhibit “F.”

**SECTION SIX: Land Use Summary.** The Land Use Summary set forth in Subsection 3.15(B) of the Development Order is hereby amended as follows (underlined text are additions and strikethrough text are deletions):

Land Use Summary:

Residential	9,000 Units
Retail	1,187,500 GSF
Hotel/Resort Villas	2,250 Units

Office	935,000 GSF
Airport Support	4,210,277 GSF
<b>Development Program Acreage:</b>	
Residential Neighborhood	2,150.3 acres
Residential Center	8.8 acres
Neighborhood Center	67.1 acres
Village Center	405.8 acres
Village Center / Urban Transit	159.3 acres
Airport Support District	<del>934.3 acres</del> 980.0 acres
Schools/Civic	177.0 acres
Road ROW	575.8 acres
Easements	9.2 acres
Open Space	*
Lakes/Stormwater Management Areas	1,023.2 acres
Primary Conservation Network	<del>1,219.3 acres</del> 1,225.2 acres
Conservation	187.0 acres
*	A minimum of 287.6 acres of open space will be provided throughout the Project, exclusive of the wildlife corridor addressed in Condition 5.7. The open space acreage is included in and not separated from the acreages shown for various land uses and will be provided in the form of parks, golf courses, perimeter buffers and landscaped areas. The open space acreage within the Lake Nona DRI/PD has not been given special protection status under Subsections 380.06(19)16 or 380.06(19)(e)5.b, Florida Statutes.

**SECTION SEVEN: Transportation Mitigation.** Subsection 4.18(C) is hereby deleted, replaced and superseded in its entirety by the following:

4.18 (C) Prior to the issuance of any certificate of occupancy for any structure that would cause the total cumulative traffic generated by the proposed development of the Lake Nona PD to exceed 66,927 external ADT, Developer shall design the widening of Narcoossee Road from immediately south of the Beachline (S.R. 528) interchange to the Greenway (S.R. 417) within the existing right-of-way. At 50% and 100% completion of the design for the widening, the Developer, or its designee, shall submit documentation to the City along with a sealed certificate from the Developer's design engineer confirming that 50% (or 100%, as applicable) of the design is complete. Upon receipt and approval by the City Engineer and City Transportation Engineer of such certification, the City shall grant transportation impact fee credits for the reasonable costs actually incurred by Developer in connection with the applicable portion of the design. The City Engineer and City Transportation Engineer shall have thirty (30) days from receipt of Developer's, or its designee's, documentation to review and respond in writing; the response shall either approve the submittal (or a portion thereof,) or notify Developer of the City's objection to the submittal (or a portion thereof). Developer and City shall cooperate to address the City's objections in a mutually satisfactory manner.

Within 30 days of receipt of a written notice from the City that the City has awarded the construction contract for the widening of this section of Narcoossee Road, and only in the event sufficient funds for the non-site related lanes have not been "secured and committed," as that phrase is hereinafter defined, Developer shall provide a payment bond in a form acceptable to the City, or such other security instrument reasonably satisfactory to the City, to ensure Developer's

payment of EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) to the City, which amount represents the total proportionate share payment for the funding required for non-site related widening of Narcoossee Road from immediately south of the Beachline (S.R. 528) interchange to the Greenway (S.R. 417). During construction of the widening but no more frequently than every three (3) months, City shall submit documentation to Developer certifying the percent completion of the widening of this section of Narcoossee Road and the reasonable construction costs incurred during that period ("Construction Draw Request"). Within thirty (30) days of receipt of a Construction Draw Request, Developer shall pay to the City the full amount of the Construction Draw Request. Following payment of a Construction Draw Request, the City shall grant Developer transportation impact fee credits in the amount of such payment and the Developer may reduce the amount of the security instrument to reflect such payment. The cumulative total of payments made by Developer to City shall not exceed EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) ("Third Mitigation Payment"). The City shall grant the Developer transportation impact fee credits in the amount of the Third Mitigation Payment said credits to be utilized consistent with Chapter 56, City Code. The complete payment of the Third Mitigation Payment amount shall forever satisfy the City's transportation concurrency requirements for the Project, but only with respect to the herein-described segment of Narcoossee Road.

**SECTION EIGHT: Transportation Mitigation.** Section 4.21 is hereby deleted, replaced and superseded in its entirety by the following:

4.21 The Developer or its predecessor has executed the following Agreements and has conveyed or will convey the right-of-way and/or easements required by those Agreements for the Central Florida GreeneWay, Boggy Creek Road, and Narcoossee Road:

(A) Agreement Regarding Narcoossee Road Improvements and Stormwater Improvements dated May 19, 1998.

(B) Agreement between Lake Nona Corporation and the Orlando-Orange County Expressway Authority ("OOCEA") for GreeneWay dated October 31, 1991.

(C) South Narcoossee Road Right-of-Way Agreement (TRIP Funding) among the Contributing Parties, Orange County and City of Orlando, dated October 10, 2006.

Developer's contributions to Narcoossee Road pursuant to Subsection 4.18(A) and 4.18(C) of this Development Order, as well as the South Narcoossee Road Right-of-Way Agreement (TRIP Funding), shall forever satisfy the City's transportation concurrency requirements, mobility requirements or other transportation mitigation requirements for the Project through Phase IV with respect to Narcoossee Road.

**SECTION NINE: Transportation Mitigation.** Section 4.22 is hereby deleted, replaced and superseded in its entirety by the following:

4.22 In regard to the contribution of additional right-of-way associated with Boggy Creek Road, if future monitoring and modeling conducted pursuant to Section 5.20 of the Fourth Amended and Restated Development Order indicates that the Project has a significant and adverse impact on Boggy Creek Road, then the Developer shall, upon 90 day's written request

from the City of Orlando, dedicate an equitable and proportionate share of the required additional road right-of-way for Boggy Creek Road for intersection, roadway, and/or roadway drainage improvements, provided that the Developer owns or controls the land needed for such additional right-of-way. The Project's equitable and proportionate share of the required additional right-of-way shall be determined by the City of Orlando based on a comparison between the external average PM peak hour Project trips on the applicable road segment (as reflected in the Project's monitoring and modeling report), and the total PM peak hour trips on the road segment. If additional right-of-way above and beyond the Developer's proportionate share is required from lands owned or controlled by the Developer, then the Developer shall be eligible for due compensation. In addition, the Developer or a duly formed community development district shall dedicate to the City, at no cost to the City, sufficient right-of-way for the 4-laning of roadway links 1 through 5, 11, and 13 as depicted in Exhibit "E," at the time these roadway links are platted. The right-of-way dedication for the internal roadways shall be consistent with the approved cross-section depicted in the Lake Nona Southern Circulation Specific Parcel Master Plan Amendment approved November 10, 2005, as may be amended from time to time through the SPMP process. Site road right-of-way shall be either dedicated to the City, at no cost to the City, at time of plat of any adjacent property or prior to the plat of any adjacent property and shown and noted on the plat of any adjacent property with the recording information.

**SECTION TEN: Conflict.** In the event of any inconsistency or conflict between the terms and conditions of this Amendment and the terms and provisions of the Development Order, the terms and provisions of this Amendment shall control

**SECTION ELEVEN: Entire Amendment.** Except as expressly amended hereby, the Development Order shall continue in full force and effect in accordance with its terms.

**SECTION TWELVE: Effective Date.** This Amendment to the Development Order shall take effect upon transmittal by first class U.S. Mail to the East Central Florida Regional Planning Council and the Florida Department of Economic Opportunity, Division of Community Development.

**SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

*[Remainder of Page Intentionally Left Blank]*

*[Signature Page for Fourth Amendment to Fourth Amended and Restated DRI Development  
Order for Lake Nona]*

ATTEST:

Mayor/Pro Tem \_\_\_\_\_

\_\_\_\_\_  
Alana C. Brenner, City Clerk

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

\_\_\_\_\_, 20\_\_\_\_.

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

**LAKE NONA PROPERTY HOLDINGS, LLC CONSENT AND ACKNOWLEDGMENT**

Lake Nona Property Holdings, LLC, as the Developer of the Property, by execution of this Fourth Amendment to the Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact, acknowledges that this Development Order is binding upon the Property, and that the conditions of approval contained herein apply to and control all further development of the Property, and further that the conditions of approval run with the land and are therefore applicable to and shall be complied with by any subsequent purchaser, owner, or assignee of any portion of the Property.

Witnesses:

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Name)

STATE OF FLORIDA       )  
COUNTY OF ORANGE    )

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by James L. Zboril, as President of Lake Nona Property Holdings, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LAKE NONA PROPERTY  
HOLDINGS, LLC,  
a Florida limited liability company

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

James L. Zboril

Its: President

\_\_\_\_\_  
Printed Notary Name: \_\_\_\_\_

Notary Public – State of Florida

My Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LAKE NONA DRI LEGAL DESCRIPTION**



**EXHIBIT C**  
**MAP H – MASTER PLAN 8.4**

**EXHIBIT E**  
Roadway Links

## **EXHIBIT F**

### Limits of Residential Development