

RETURN TO: Kum
Winderweede, Haines, Ward & Woodman, P.A.

P.O. Box 890
Winter Park FL 32790-0890

This instrument was prepared
by and should be returned to:

Law Offices of Barry L. Miller
11 N. Summerlin Avenue, Ste. 100
Orlando, FL 32801

INSTR 20060178239
OR BK 08536 PG 3292 PGS=16
MARTHA G. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
03/17/2006 02:58:27 PM
REC FEE: 137.50

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this 7th day of February, 2006, by and among the CITY OF WINTER GARDEN, a Florida municipality (the "City"), Westpoint Villas, LLC, a Florida Limited Liability Company (the "Developer"), and Westpoint Townhomes Homeowners Association, Inc., a Florida not for profit corporation (the "HOA").

WITNESSETH:

WHEREAS, Developer is the owner of the fee simple title to that certain real property consisting of approximately 3.7 acres, located within the City, which is more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Developer is in the process of developing the Subject Property as a residential project known as Westpoint Townhomes (the "Project"); and

WHEREAS, the HOA is the homeowners' association for the Project; and

WHEREAS, the Developer and the HOA desire to obtain a non-exclusive right to provide, install and maintain certain landscaping, irrigation, pavement, signage and other improvements (hereinafter collectively referred to as the "Landscaping and Improvements") along and within certain rights-of-way which are within or adjacent to the Project, which are more particularly identified on Exhibit "B," attached hereto and incorporated herein by this reference (hereafter collectively referred to as the "Roads"); and

WHEREAS, said Landscaping and Improvements require substantially more extensive maintenance than is typical for the City to perform within and along public rights-of-way; and

WHEREAS, the City has raised certain concerns regarding the responsibility for and future maintenance of the Landscaping and Improvements; and

WHEREAS, Developer and HOA, in order to satisfy the concerns of the City, so as to receive permission to provide, install and maintain the Landscaping and Improvements in the public right-of-way, have agreed to the terms, conditions and requirements set forth in this Agreement; and

WHEREAS, the Landscaping and Improvements to be provided, installed and maintained by the Developer and the HOA shall be as set forth in this Agreement and that certain Landscaping Plan prepared by James Garatini, Architect, dated August, 2005 (the "Landscape Plan"), a copy of which is retained by the City in the offices of the Public Works Director and incorporated herein by this reference; and

WHEREAS, Developer and HOA acknowledge that the primary beneficiary of said Landscaping and Improvements will be the Developer in marketing the Project and the HOA and the residents of the Project in beautifying the Roads; and

WHEREAS, in light of the foregoing, the Developer and HOA are willing to provide, install and maintain the Landscaping and Improvements pursuant to this Agreement; and

WHEREAS, the City requires that the Developer and HOA undertake certain commitments and covenants to assure the continuous maintenance of the Landscaping and Improvements within or along the Roads during the term of this Agreement;

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties, the Developer, the HOA, and the City agree as set forth herein.

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. **License.** Subject to the terms and conditions provided in this Agreement, the City hereby grants Developer and the HOA the non-exclusive right, privilege and license to use the Roads for the purposes described hereinafter. The license granted herein by the City is terminable by the City as provided for in this Agreement. Termination of the Agreement shall constitute termination of the license.
3. **Construction and Maintenance of Landscaping and Improvements.**

A. **Installation of Landscaping.** Prior to the issuance of the 30 certificate of occupancy for a residential dwelling within the Project, the Developer, at the Developer's sole cost and expense, shall design, permit, construct, provide and install the Landscaping and Improvements within, along and for the Roads within and adjacent to the Subject Property in accordance with the Landscape Plan and this Agreement.

B. **Maintenance.** Any and all Landscaping and Improvements installed, constructed or maintained within the Roads shall be operated and maintained by Developer and the HOA in good, clean, attractive, sanitary, safe and serviceable condition, order and repair in accordance with the Landscape Plan and this Agreement. No portion of the Landscaping and Improvements shall be

maintained in such a manner as may interfere with the use of the Roads by the public or create a safety hazard, as determined by the City in the City's sole discretion.

C. **Compliance with the Law.** Unless otherwise provided for herein, in designing, constructing, installing and maintaining the Landscaping and Improvements, the Developer and the HOA shall comply with any and all laws, ordinances, and regulations of the City, county, state and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, and signage within and along public and private rights-of-way. Said laws and ordinances include, but are not limited to, Chapter 62 and Chapter 114 of the City Code, as such may be amended from time to time.

D. **Additional Requirements.** In addition to the requirements of Subsection C. above, all plantings must comply with the following conditions:

1. All trees must be planted at least seven (7) feet from any utility box and at least seven (7) feet from the side lot lines of the adjacent lots.
2. No tree or vegetation may be planted or allowed to grow in such manner as to interfere with the "triangle of visibility" as defined in FDOT Road Design Index #546.
3. A permit must be issued by the City's Public Work Director before any tree is planted within the right-of-way.
4. All trees must be planted a minimum of four (4) feet behind the back of the curb.
5. All trees and other vegetation as planted or maintained must not pose a safety hazard.

To the extent of any conflict between the additional requirements set forth above and any current or future City, county, state or federal law or regulation, the more stringent requirement shall control unless preempted by law.

E. **Road Work.** Developer, the HOA, or their agents, shall not, while installing or maintaining the Landscaping and Improvements, damage or disturb any portion of the Roads without the prior written approval of the City and the City's prior written approval of a plan to restore the Roads. The Developer, the HOA, or their agents, shall take all safety measures required by law for construction and maintenance work in and along public rights-of-way, including the placing and display of caution signs and signals, when working in the Roads, and shall

maintained in such a manner as may interfere with the use of the Roads by the public or create a safety hazard, as determined by the City in the City's sole discretion.

C. **Compliance with the Law.** Unless otherwise provided for herein, in designing, constructing, installing and maintaining the Landscaping and Improvements, the Developer and the HOA shall comply with any and all laws, ordinances, and regulations of the City, county, state and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, and signage within and along public and private rights-of-way. Said laws and ordinances include, but are not limited to, Chapter 62 and Chapter 114 of the City Code, as such may be amended from time to time.

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prevent any obstructions to the Roads which are or may become dangerous to the traveling public. In the event that any work to be conducted by the Developer or the HOA requires streets or traffic lanes to be closed or obstructed, the Developer or the HOA shall, pursuant to the requirements of existing or subsequently enacted City ordinances, obtain all permits from and pay all applicable fees to the City, and shall obtain approval of its maintenance of traffic plan from the City's Police and Public Works Departments prior to commencing such work. In the event that the Developer, or the HOA, or their agents, damages any portion of the Roads while maintaining or installing the Landscaping and Improvements, the Developer or the HOA, as the case may be, at its sole expense, shall restore such portion of the Roads to their prior condition.

F. **Changes to the Landscape Plan.** Variations from the Landscape Plan must be reviewed and approved by the City in writing prior to any work commencing.

G. **Irrigation.** All irrigation arising from matters contained in the Landscaping Plan for the Project shall be compatible with future connection to the City's reclaimed water system.

H. **Water Conservation.** Developer and the HOA shall encourage water conservation in the design and development of the Landscaping and Improvements, including but not limited to, water conserving techniques, water efficient landscaping, proper soil preparation, irrigation systems and equipment and the use of reclaimed water, upon its availability.

I. **Impact Fees.** Neither the Developer nor the HOA shall receive any compensation, impact fee or tax credits for any landscaping or improvements described herein.

J. **Non-Interference with Other Interests.** Developer and the HOA, in the performance and exercise of their rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any public or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, rights of adjoining property owners, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable laws. Developer and the HOA, jointly and severally, shall be liable to the City or to the third party owner, as the case may be, for the cost of any repairs made necessary by any displacement, damage, or destruction of City or third party property and shall pay such costs upon written demand within thirty (30) days of receipt of such demand. In addition, Developer and the HOA, jointly and severally, shall be responsible for any and all damage to street pavements, curbs, gutters, sidewalks and other improvements on, above, below or adjacent to the

Roads arising from the installation, maintenance, repair or removal of the Landscaping and Improvements, and shall repair, replace and restore in kind, the said damaged property at its expense.

4. **Removal/Relocation.** If, in the sole discretion of the City, all or any portion of the Landscaping and Improvements, or maintenance thereof: (a) interferes with any construction, widening, reconstruction, alteration or improvement which the City desires to perform on, around, over, through or under the Roads or Subject Property; or (b) said Landscaping and Improvements, or maintenance thereof, unreasonably interferes in any way with the convenient, safe, or continuous use of the Roads; or (c) the non-emergency removal of any or all Landscaping and Improvements is necessary to serve the health, safety or general welfare of the citizens of Winter Garden, the Developer or the HOA, upon receipt of written notice from the City to either of them, shall remove or relocate that portion of the Landscaping and Improvements as requested by the City within thirty (30) days of receipt of said notice. Any such relocation or removal of any or all Landscaping and Improvements shall be at the sole expense of the Developer or the HOA and the Developer or the HOA shall restore the Roads to their prior condition save for the removal of the Landscaping and Improvements. Notwithstanding anything to the contrary, no Landscaping and Improvements may be removed without the prior written consent of the City, except that fallen vegetation and signage may be removed without prior written consent when reasonably necessary to remedy a threat to public safety.

5. **Homeowners Association.**

A. **Release of Developer.** At such time as HOA has properly enacted and recorded the Amendment to the Declaration and written approval is obtained from the City, Developer shall be released from its obligations and responsibilities as provided for in this Agreement, except that Developer shall remain liable for any repairs, replacement, maintenance, removal, relocation or other servicing of the Landscaping and Improvements by the City, as provided in Paragraphs 3, 4 and 6 arising prior to said assumption and acceptance by the HOA and Developer shall continue to indemnify and hold the City harmless as provided in Paragraph 7. From and after the release of Developer, any amendments or modifications to this Agreement may be made by written agreement between the City and HOA without the consent of the Developer, provided, however, that no retroactive amendment or modification affecting the rights or obligations of Developer may be made without the prior written consent of the Developer.

6. **Inspection; Violations; Remedies.**

A. **Inspection.** At all times, the City shall have the right to inspect the installation, construction, and maintenance of the Landscaping and Improvements to ensure compliance with the terms of this Agreement.

B. Breach. In the event any of the parties violate any material provision of this Agreement, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. Notwithstanding the preceding, no cure period need be given for a violation by the Developer or HOA which results in a threat or danger to the public health or safety. In the event a violation is not cured within the applicable cure period or the City is required to act without a cure period to remedy a threat to the public health or safety, the City shall have the right to pursue any and all legal and equitable remedies available to it, including the right to seek specific performance of this Agreement.

C. City's Right to Take Remedial Action. In addition to the provisions and remedies set forth above, in the event that Developer or the HOA fail to take any action as required by the City to cure a violation within any applicable cure period, in addition to any and all other rights available to the City, the City shall have the right, but not the obligation to take the required action on behalf of Developer or the HOA. Notwithstanding the preceding, in the event that the City determines in its sole discretion that for reasons of public health or safety, immediate action is required to remedy a violation of this Agreement by Developer or the HOA, the City shall have the right, but not the obligation, to repair, replace, maintain or otherwise take such action as may be necessary to remedy the threat to public health or safety without prior written notice to the Developer or the HOA. In the event that for any reason the City repairs, replaces, maintains or otherwise services the Landscaping and Improvements or takes any other action as may be necessary to remedy a violation of this Agreement, Developer and the HOA, jointly and severally, shall be responsible for the payment of all of the costs incurred by the City and its agents in taking such action. Said payment by Developer or the HOA shall be made within thirty (30) days of written demand by the City. The City's exercise of its right to remedy a violation of this Agreement shall not limit the City from exercising any other rights or remedies available to it arising from such violation or impose any future or ongoing obligation on the City to continue to maintain, repair, replace or otherwise care for the Landscaping and Improvements thereafter.

7. Indemnification.

A. Developer. Developer shall save, defend, indemnify, release, and hold harmless City and City's employees, agents, contractors, and commission members against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by or asserted or claimed against them, resulting or arising from any or all of the following (i) the performance by Developer or its agents of any action under this Agreement or otherwise related to the Landscaping and Improvements or the Roads, (ii)

Developer's failure to perform, or caused to be performed, any required action or obligation of Developer pursuant to this Agreement; (iii) the exercise or attempted exercise by Developer of any rights, privileges, or obligations under this Agreement, (iv) the City's or an agent of the City's performance of any obligation of Developer or HOA pursuant to paragraph 6.C. of this Agreement, or (v) any damage to the Landscaping and Improvements which may result from the use of the Roads by the City or other governmental authority or their agents due to maintenance, construction, widening, installation or other proper use within the Roads. The provisions of this paragraph shall survive any assumption of obligations by the HOA pursuant to the Amendment to Declaration.

B. HOA. HOA shall save, defend, indemnify, release, and hold harmless City and City's employees, agents, contractors, and commission members against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by or asserted or claimed against them, resulting or arising from any or all of the following (i) the performance by HOA or its agents of any action under this Agreement or otherwise related to the Landscaping and Improvements or the Roads, (ii) HOA's failure to perform, or cause to be performed, any required action or obligation of HOA pursuant to this Agreement; (iii) the exercise or attempted exercise by HOA of any rights, privileges, or obligations under this Agreement, (iv) the City's or an agent of the City's performance of any obligation of Developer or HOA pursuant to paragraph 6.C. of this Agreement, or (v) any damage to the Landscaping and Improvements which may result from the use of the Roads by the City or other governmental authority or their agents due to maintenance, construction, widening, installation or other proper use within the Roads.

C. Joint and Several Liability. Subject to the terms of Paragraph 5.B. above regarding the release of Developer upon the occurrence of certain events, HOA and Developer shall be jointly and severally liable for any and all obligations, responsibilities, and liabilities imposed upon either the HOA or Developer under this Agreement.

8. Non-Approval. Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval. Further, nothing in this Agreement shall be deemed to reduce, eliminate, derogate from or otherwise adversely affect or modify the approved Landscape Plans. Developer and the HOA shall be solely responsible for obtaining all governmental and private approvals which may be necessary or desirable for the performance of Developer's or the HOA's obligations under this Agreement and it is expressly understood and agreed upon that the City does not assume any responsibility for the securing of any such approvals, permits, licenses, easements or other interests, including but not limited to

any necessary agreement with utility providers.

9. **Termination.** This Agreement may be terminated by the Developer, HOA, or the City at any time with or without cause upon thirty (30) days written notice to the other parties. Unless otherwise agreed to in writing by the City, in the event of termination of this Agreement, whether at the election of the Developer, HOA or the City, Developer (or HOA if Developer has been released in accordance with Paragraph 5.B. above) at its sole cost and expense shall remove any and all landscaping and improvements from the Roads, other than trees, and replace such landscaping and improvements with sod of a type approved by the City within thirty (30) days.

10. **Rights in Roads.** It is expressly stipulated that this Agreement shall not operate to create or vest any property rights to any portion of the Roads in Developer or HOA. Further, it is expressly understood by Developer and HOA that the City shall be under no obligation to acquire or condemn any rights-of-way, easement or other property right as part of this Agreement.

11. **Other Provisions.**

A. **Warranty of Authority and Ownership.** Developer and the HOA represent and warrant that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns. In addition, Developer represents and warrants to City that Developer is the owner of the Subject Property in fee simple.

B. **Notice.** All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City, the HOA or the Developer at its address set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City:

City Manager
City of Winter Garden
251 West Plant Street
Winter Garden, FL 34787
Facsimile: (407) 656-4952

With a copy to:

City Attorney
City of Winter Garden
251 West Plant Street

Winter Garden, FL 34787
Facsimile: (407) 656-4952

Developer:

Westpoint Villas, LLC
2940 Sunbittern Court
Windermere, FL 34786
Facsimile: (407) 656-0524

HOA:

Westpoint Townhomes Homeowners Association, Inc.
2940 Sunbittern Court
Windermere, FL 34786
Facsimile: (407) 656-0524

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a normal business day or, if not, the first normal business day after the transmission.

Amendment. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized assignees.

- D.** **Severability.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.
- E.** **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.
- F.** **Effective Date.** The effective date of this Agreement, for purposes of the performance of obligations by the parties under this Agreement, shall be the date the last of the parties hereto executes the Agreement.

- G. Binding Effect and Successors.** The obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement.
- H. Reimbursement.** On or before ten (10) days after the date of invoicing, Developer shall reimburse the City for the City's engineer and attorney fees for negotiations, inspections, conferences relating to or drafting of this Agreement for the City.
- I. Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.
- J. Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.
- K. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Agreement.
- L. Independent Parties.** The parties are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize any of the parties hereto to represent or bind any other party to matters not expressly authorized or provided in this Agreement.
- M. Informed Execution.** This Agreement is entered into voluntarily by the Developer and HOA without duress and after full review, evaluation and consideration by the Developer and HOA. Developer and HOA are represented by counsel, or alternatively, have been afforded an opportunity to retain counsel for review of this Agreement.
- N. Recording.** At any time during the term of this Agreement, the City may record this Agreement with the cost thereof to be borne by the Developer.
- O. Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.
- P. Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Grantee of its sovereign

immunity under the Constitution and laws of the State of Florida.

Q. Police Power; City Ordinances. Developer and HOA acknowledge that at all times during the term of this Agreement, their rights shall be subject to all lawful exercise of the police power of the City, and to such reasonable regulation of the Public Rights-of-Way as the City shall hereafter by resolution or ordinance provide in the interests of health, safety and welfare of the public. Any inconsistency or ambiguity between the provisions of this Agreement and the lawful exercise of the City's police power shall be resolved in favor of the latter. Additionally, this Agreement and the privileges granted hereunder to Developer and HOA are subject to the general ordinance provisions now in effect and hereinafter made effective by the City.

IN WITNESS WHEREOF, the Developer, the HOA and the City have executed this Agreement as of the day and year approved and accepted by the City.

Signed, sealed and delivered in the presence of:

Viki Todd
Print Name: Viki Taylor
Witness

Peggy Carpenter
Print Name: Peggy Carpenter
Witness

Mitzi Z. Graff
Print Name: MITZIE L. GRAFF
Witness

Kimberly Leisure
Print Name: Kimberly Leisure
Witness

Miriam Nieves
Print Name: Miriam Nieves
Witness

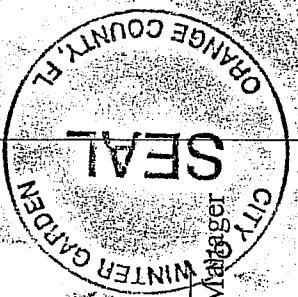
Alexis Todd
Print Name: ALEXIS TODD
Witness

"CITY"

CITY OF WINTER GARDEN, FLORIDA


By: Jack Quesinberry
JACK QUESINBERRY, Mayor

By: Michael Bollhofer
MICHAEL BOLLHOEFER, City Manager

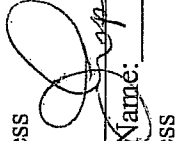


ATTEST:

By: Kathy Golden
KATHY GOLDEN, City Clerk


Print Name: Wladislaw [unclear]

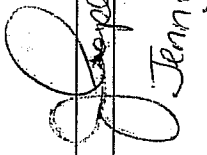
Witness


Print Name: Janet Jenny Lopez

Witness


Print Name: Wladislaw [unclear]

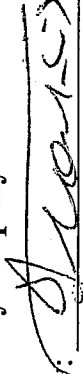
Witness


Print Name: Jenny Lopez

Witness


"DEVELOPER"

Westpoint Villas, LLC, a Florida limited liability company

By: 
Print Name: Frank Iudice
Its: Manager

"HOA"

Westpoint Townhomes Homeowners Association, Inc.

By: 
Print Name: Frank Iudice
Its: President

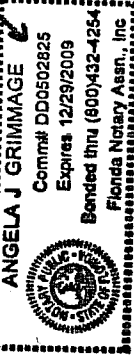
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to, signed and acknowledged before me this 15th of March, 2006, by JACK QUESINBERRY, as the Mayor, of the City of Winter Garden, Florida. He/She (check one) is personally known to me, or has produced a valid driver's license or _____ as identification.

Angela J. Grimmage
Notary Public, State and County Aforesaid
Name: ANGELA J. GRIMMAGE

My Commission Expires: 12.29.09

My Commission Number is: _____



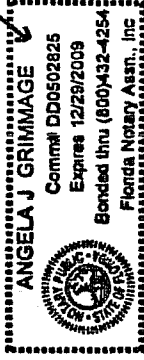
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to, signed and acknowledged before me this 15th of March, 2006, by Michael Bollhoefer, as the City Manager of the City of Winter Garden, Florida. He (check one) is personally known to me, or has produced a valid driver's license or _____ as identification.

Angela J. Grimmage
Notary Public, State and County Aforesaid
Name: ANGELA J. GRIMMAGE

My Commission Expires: 12.29.09

My Commission Number is: _____



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 13th day of February, 2006, by Frank Iudice, as Manager of Westpoint Villas, LLC, a Florida limited liability company, on its behalf. He (check one) is personally known to me, or has produced a valid driver's license as identification.

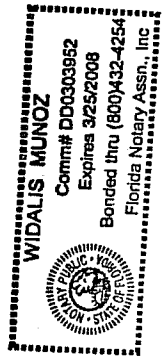
W. Iudice

Notary Public, State and County Aforesaid

Name: Widalis Munoz

My Commission Expires: 3/25/08

My Commission Number is: DD0303952



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 13th day of February 2006, by Frank Iudice, as President of Westpoint Townhomes Homeowners Association, Inc., on its behalf. He (check one) is personally known to me, or has produced a valid driver's license as identification.

Widals

Notary Public, State and County Aforesaid
Name: Widals Munoz
My Commission Expires: 3/25/08
My Commission Number is: DD0303952

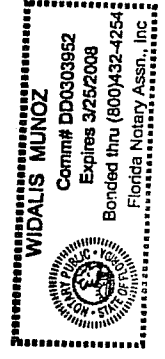


EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 22 South, Range 27 East, more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 22, Township 22 South, Range 27 East, Orange County, Florida, thence run North 89°25'16" West 30.00 feet; thence North 00°19'16" West 75.00 feet; thence North 89°25'16" West 1,236.64 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence North 00°58'58" West 953.21 feet for a point of beginning; thence continue North 00°58'58" West 300.05 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence South 89°33'25" East, 606.08 feet along the 40 acre line; thence South 00°19'16" East 30.00 feet; thence South 89°33'25" East 133.63 feet along the South right-of-way line of Jackson Street; thence South 00°36'15" East 269.99 feet along the West boundary line of PARK WEST VILLAGE, a condominium; thence North 89°33'25" West 737.58 feet to the point of beginning.

LESS: the South 50 feet thereof;

AND LESS: a portion of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 22, Township 22 South, Range 27 East, Orange County, Florida; thence North 89°25'16" West 30.00 feet; thence North 00°19'16" West 75 feet; thence North 89°25'16" West 1,236.64 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence North 00°58'58" West 1,123.25 feet to the point of beginning; thence continue North 00°58'58" West 30.01 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence South 89°33'25" East 606.08 feet along the 40 acre line; thence South 00°19'16" East 30.00 feet; thence North 89°33'25" West 605.73 feet to the point of beginning.

More particularly described as follows:

That portion of the Southeast 1/4 of the Southeast 1/4 Section 22, Township 22 South, Range 27 East more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 22, Township 22 South, Range 27 East, Orange County, Florida, Thence North 89 Degrees 25' 16" West, 30.00 Feet; Thence North 00 Degrees 19' 16" West, 75.00 Feet; Thence North 89 Degrees 25' 16" West, 1236.64 Feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 22; Thence North 00 Degrees 58' 58" West, 1220.07 Feet for a point of beginning; Thence continue; Thence run North 00 Degrees 58' 58" West, 220.01 Feet, to the South right of way line of Jackson Street; Thence run South 89 Degrees 34' 58" East, Along said South right of way line, 739.36 Feet to the West boundary line of Park West Village, a Condominium; Thence Run South 00 DEGREES 36' 15" East, along said West LINE, 219.98 Feet; Thence run North 89 Degrees 34' 58" West, 737.91 Feet to the point of beginning.

