




**Interoffice Memorandum**

January 13, 2022

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department 

CONTACT PERSON: Dale V. Mudrak, P.E., Interim Manager   
Public Works Department  
Development Engineering Division  
PHONE NUMBER: (407) 836-7974

SUBJ: Agreement for Traffic Law Enforcement on Private Roads in Del Webb Oasis

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the county. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

Pulte Home Company, LLC has requested such an agreement for the private roads located within the gated community of Del Webb Oasis. The Sheriff's Office has been involved with the negotiation of the contract and has executed a waiver that will allow this Agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is neither a development-related nor a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

This Agreement has been reviewed by the County Attorney's Office and has been found acceptable.

**Action Requested: Approval and execution of Agreement for Traffic Law Enforcement on Private Roads by and between Orange County, Florida, and Pulte Home Company LLC, at Del Webb Oasis. District 1.**

JCK/DVM/mk

Attachment(s)

## **AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for Traffic Law Enforcement on Private Roads ("Agreement") located within the gated community of Del Webb Oasis is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **Pulte Home Company, LLC**, a Michigan limited liability company (hereinafter "Owner").

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as Del Webb Oasis located in Orange County, Florida (hereinafter "Private Roads"), more specifically described in **Exhibit "A"**, attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Florida law, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

**WHEREAS**, Section 316.006(3)(b), Florida Statutes, provides that a county may exercise jurisdiction over any private road or roads if the county and the party owning such roads enter into a written agreement, approved by the governing board of the county, providing the county with traffic control jurisdiction; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, further provides that prior to entering into an agreement for the enforcement of traffic laws over Private Roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner; and

**WHEREAS**, pursuant to consultations between the Parties and the Orange County Sheriff's Office (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates an off-duty employment program; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement for the enforcement of traffic laws over Private Roads shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit "B"** attached hereto and incorporated by reference.

**Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis**

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. ***Jurisdiction.*** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, Florida Statutes, concerning obstruction of streets, as additionally regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, and subject to the terms and conditions specified in **Exhibit "C"** attached hereto and incorporated by this reference.

3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be solely responsible for posting the speed limit by appropriate Department of Transportation ("DOT") approved signage along said roads.

4. ***Authority in Addition to Existing Authority.*** The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority.

5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate as otherwise determined by the Sheriff.

6. ***County to Retain Revenues.*** All revenue from any fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads in accordance with this Agreement shall be apportioned in the manner set forth in applicable Florida Statutes.

7. ***Liability not Increased.*** Neither the existence of this Agreement, nor anything contained herein, shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. ***Indemnification.*** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair, construction and/or reconstruction of any roads, road drainage or signage located within the gated community of Del Webb Oasis. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall

**Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis**

maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall (a) name the County and the Orange County Sheriff's Office as an additional insureds and (b) be issued by a company authorized to do business under the laws of the State of Florida and shall be acceptable to the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Road Maintenance.** Neither the existence of this Agreement, nor anything contained herein, shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of Del Webb Oasis shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution by the last of the two Parties signing hereto, and shall thereafter automatically continue for successive one (1) year terms unless otherwise terminated by any party by thirty (30) days written notice to the other Parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the Parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the Orange County Board of County Commissioners.

12. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

<b>As to County:</b>	Orange County Administrator 201 South Rosalind Avenue, 5th Floor Orlando, Florida 32801
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<b>Copy to:</b>	Orange County Attorney's Office 201 S. Rosalind Avenue, 3rd Floor Orlando, Florida 32801
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<b>As to Sheriff:</b>	Orange County Sheriff's Office
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**Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis**

P.O. Box 1440  
Orlando, Florida 32802-1440

**As to Owner:**

Pulte Home Company, LLC  
Attn: Director - Land Development  
4901 Vineland Road, Suite 500  
Orlando, Florida 32811

13. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

14. **Assignment.** It is acknowledged and understood that Owner anticipates assigning ownership of the Private Roads, as more specifically described in **Exhibit "A"** herein, to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify the Orange County Sheriff's Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

***[SIGNATURES ON FOLLOWING PAGES]***

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law

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**Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis**

Enforcement on Private Roads for the community of Del Webb Oasis on the dates indicated below.

**ORANGE COUNTY, FLORIDA**

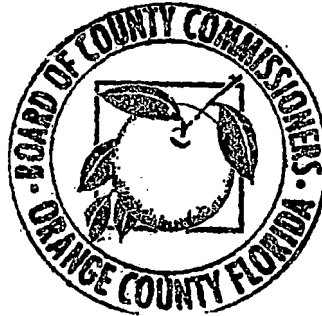
By: Orange County Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: February 8, 2022



**[Remaining Signatures on Following Page]**

Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis

**OWNER:**

Signed, sealed and delivered  
In the presence of:

[Signature]  
Print Name SEAN DAILON

[Signature]  
Print Name CHRIS WREN

**PULTE HOME COMPANY, LLC, a  
Michigan limited liability company**

By: [Signature]

Name: Aaron Struckmeyer

Title: DIRECTOR LAND DEVELOPMENT

Date: 11/5/21

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 5 day of November, 2021, by Aaron Struckmeyer  
Director of Land Development, as Director of Land Development of Pulte Home Company, LLC, a  
Michigan limited liability company, on behalf of the company. S/He ☒ is personally known to  
me or ☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Print Name: Amy Steiger  
My Commission Expires: 4/15/2023  
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(Affix Notary Stamp or Seal)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**DESCRIPTION: (PHASE 1)**

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N00°18'04"E ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 30.00 FEET; THENCE RUN S89°56'28"E, 347.68 FEET TO A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 64°06'01", A RADIUS OF 543.69 FEET, AN ARC LENGTH OF 608.26 FEET, A CHORD BEARING OF N58°00'31"E AND A CHORD DISTANCE OF 577.03 FEET; THENCE RUN N25°57'31"E, 48.43 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°43'22", A RADIUS OF 603.69 FEET, AN ARC LENGTH OF 481.75 FEET, A CHORD BEARING OF N48°49'12"E AND A CHORD DISTANCE OF 469.07 FEET; THENCE RUN N18°19'07"W, 125.00 FEET; THENCE RUN N71°51'14"E, 4.39 FEET; THENCE RUN N17°58'25"W, 50.00 FEET; THENCE RUN N28°42'19"W, 268.21 FEET; THENCE RUN N61°14'13"E, 5.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°09'05", A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 94.43 FEET, A CHORD BEARING OF N20°14'57"W AND A CHORD DISTANCE OF 94.12 FEET; THENCE RUN N81°13'22"W, 131.28 FEET; THENCE RUN S83°41'00"W, 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°35'09", A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 316.76 FEET, A CHORD BEARING OF N11°28'34"E AND A CHORD DISTANCE OF 311.69 FEET; THENCE RUN N29°16'09"E, 217.71 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 39°07'33", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 204.86 FEET, A CHORD BEARING OF N48°49'55"E AND A CHORD DISTANCE OF 200.91 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 80°14'59", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 14.01 FEET, A CHORD BEARING OF N28°16'13"E AND A CHORD DISTANCE OF 12.89 FEET; THENCE RUN N11°51'17"W, 29.36 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°12'50", A RADIUS OF 542.50 FEET, AN ARC LENGTH OF 191.39 FEET, A CHORD BEARING OF N01°44'52"W AND A CHORD DISTANCE OF 190.40 FEET TO A REVERSE CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°21'10", A RADIUS OF 135.50 FEET, AN ARC LENGTH OF 38.67 FEET, A CHORD BEARING OF N00°10'59"E AND A



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CHORD DISTANCE OF 38.54 FEET; THENCE RUN N07°59'36"W, 16.54 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 06°06'10", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 1.07 FEET, A CHORD BEARING OF N04°56'31"W AND A CHORD DISTANCE OF 1.06 FEET TO A COMPOUND CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 07°56'41", A RADIUS OF 283.14 FEET, AN ARC LENGTH OF 39.26 FEET, A CHORD BEARING OF N02°04'54" E AND A CHORD DISTANCE OF 39.23 FEET; THENCE RUN N06°03'14"E, 46.45 FEET TO A CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 12°54'12", A RADIUS OF 308.72 FEET, AN ARC LENGTH OF 69.53 FEET, A CHORD BEARING OF N00°23'51"W AND A CHORD DISTANCE OF 69.38 FEET TO A COMPOUND CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 09°18'27", A RADIUS OF 429.00 FEET, AN ARC LENGTH OF 69.69 FEET, A CHORD BEARING OF N11°30'11"W AND A CHORD DISTANCE OF 69.61 FEET; THENCE RUN N16°09'24"W, 61.91 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 84°56'45", A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 51.89 FEET, A CHORD BEARING OF N58°37'47"W AND A CHORD DISTANCE OF 47.27 FEET TO THE CUSP OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, BEING THE SOUTH RIGHT OF WAY LINE OF HARTZOG ROAD REALIGNMENT; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°49'12", A RADIUS OF 1015.00 FEET, AN ARC LENGTH OF 404.26 FEET, A CHORD BEARING OF N67°29'14"E AND A CHORD DISTANCE OF 401.59 FEET; THENCE CONTINUE ALONG SOUTH RIGHT OF WAY LINE N56°04'38"E, 566.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 07°02'00", A RADIUS OF 895.00 FEET, AN ARC LENGTH OF 109.87 FEET, A CHORD BEARING OF N59°35'38"E AND A CHORD DISTANCE OF 109.80 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S59°26'26"E, 457.64 FEET; THENCE RUN S30°33'34"W, 9.60 FEET; THENCE RUN S59°26'26"E, 48.00 FEET; THENCE RUN N30°33'34"E, 9.71 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 21°44'34", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 41.74 FEET, A CHORD BEARING OF S72°55'02"E AND A CHORD DISTANCE OF 41.49 FEET; THENCE RUN S83°47'19"E, 185.25 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25°36'18", A RADIUS OF 98.39 FEET, AN ARC LENGTH OF 43.97 FEET, A CHORD BEARING OF S69°46'10"E AND A CHORD DISTANCE OF 43.60 FEET; THENCE RUN S56°58'01"E, 142.50 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 58°23'55", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 10.19 FEET, A CHORD BEARING OF S27°46'03"E AND A CHORD DISTANCE OF 9.76 FEET; THENCE RUN S01°25'55"W, 37.29 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 65°10'57", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 125.14 FEET, A CHORD

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BEARING OF S31°09'34"E AND A CHORD DISTANCE OF 118.50 FEET; THENCE RUN S63°45'02"E, 109.02 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°06'17", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 27.08 FEET, A CHORD BEARING OF S70°48'11"E AND A CHORD DISTANCE OF 27.01 FEET; THENCE RUN S77°51'20"E, 50.97 FEET TO A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 78°47'24", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 151.27 FEET, A CHORD BEARING OF N62°44'58"E AND A CHORD DISTANCE OF 139.63 FEET; THENCE RUN N23°21'16"E, 188.76 FEET; THENCE RUN S48°07'50"E, 418.90 FEET; THENCE RUN S41°52'10"W, 213.20 FEET; THENCE RUN S00°00'00"W, 1455.47 FEET; THENCE RUN S21°08'12"W, 398.50 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED HARTZOG ROAD, BEING A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°09'00", A RADIUS OF 925.37 FEET, AN ARC LENGTH OF 325.44 FEET, A CHORD BEARING OF N78°56'18"W AND A CHORD DISTANCE OF 323.76 FEET; THENCE RUN N89°00'48"W, 261.02 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 02°00'16", A RADIUS OF 985.37 FEET, AN ARC LENGTH OF 34.47 FEET, A CHORD BEARING OF N88°00'40"W AND A CHORD DISTANCE OF 34.47 FEET TO THE EAST LINE OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S00°20'09"W ALONG SAID EAST LINE, 387.28 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N89°56'28"W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 29, 2673.10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 140.933 ACRES MORE OR LESS.

AND

**DESCRIPTION: (PHASE 2)**

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N00°18'04"E ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°56'28"E, 347.68 FEET TO A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 64°06'01", A RADIUS OF 543.69 FEET, AN ARC LENGTH OF 608.26 FEET, A CHORD BEARING OF N58°00'31"E AND A CHORD DISTANCE OF 577.03 FEET; THENCE RUN N25°57'31"E, 48.43 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°43'22", A RADIUS OF 603.69 FEET, AN ARC LENGTH OF 481.75 FEET, A CHORD BEARING OF N48°49'12"E AND A CHORD DISTANCE OF 469.07 FEET; THENCE RUN N18°19'07"W, 125.00 FEET; THENCE RUN N71°51'14"E, 4.39 FEET; THENCE RUN N17°58'25"W, 50.00 FEET; THENCE RUN N28°42'19"W, 268.21 FEET; THENCE RUN N61°14'13"E, 5.01 FEET TO A NON-TANGENT

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CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°09'05", A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 94.43 FEET, A CHORD BEARING OF N20°14'57"W AND A CHORD DISTANCE OF 94.12 FEET; THENCE RUN N81°13'22"W, 131.28 FEET; THENCE RUN S83°41'00"W, 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°35'09", A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 316.76 FEET, A CHORD BEARING OF N11°28'34"E AND A CHORD DISTANCE OF 311.69 FEET; THENCE RUN N29°16'09"E, 217.71 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 39°07'33", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 204.86 FEET, A CHORD BEARING OF N48°49'55"E AND A CHORD DISTANCE OF 200.91 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 80°14'59", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 14.01 FEET, A CHORD BEARING OF N28°16'13"E AND A CHORD DISTANCE OF 12.89 FEET; THENCE RUN N11°51'17"W, 29.36 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°12'50", A RADIUS OF 542.50 FEET, AN ARC LENGTH OF 191.39 FEET, A CHORD BEARING OF N01°44'52"W AND A CHORD DISTANCE OF 190.40 FEET TO A REVERSE CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°21'10", A RADIUS OF 135.50 FEET, AN ARC LENGTH OF 38.67 FEET, A CHORD BEARING OF N00°10'59"E AND A CHORD DISTANCE OF 38.54 FEET; THENCE RUN N07°59'36"W, 16.54 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 06°06'10", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 1.07 FEET, A CHORD BEARING OF N04°56'31"W AND A CHORD DISTANCE OF 1.06 FEET TO A COMPOUND CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 07°56'41", A RADIUS OF 283.14 FEET, AN ARC LENGTH OF 39.26 FEET, A CHORD BEARING OF N02°04'54" E AND A CHORD DISTANCE OF 39.23 FEET; THENCE RUN N06°03'14"E, 46.45 FEET TO A CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 12°54'12", A RADIUS OF 308.72 FEET, AN ARC LENGTH OF 69.53 FEET, A CHORD BEARING OF N00°23'51"W AND A CHORD DISTANCE OF 69.38 FEET TO A COMPOUND CURVE CONCAVE TO THE WEST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 09°18'27", A RADIUS OF 429.00 FEET, AN ARC LENGTH OF 69.69 FEET, A CHORD BEARING OF N11°30'11"W AND A CHORD DISTANCE OF 69.61 FEET; THENCE RUN N16°09'24"W, 61.91 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 84°56'45", A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 51.89 FEET, A CHORD BEARING OF N58°37'47"W AND A CHORD DISTANCE OF 47.27 FEET TO A REVERSE CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25°09'12", A RADIUS OF 1015.00 FEET, AN ARC LENGTH OF 445.59 FEET, A CHORD BEARING OF N88°31'34"W AND A CHORD DISTANCE OF 442.02 FEET; THENCE RUN N75°56'58"W, 396.66 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN

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WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 06°38'42", A RADIUS OF 2023.00 FEET, AN ARC LENGTH OF 234.62 FEET, A CHORD BEARING OF N79°16'19"W AND A CHORD DISTANCE OF 234.49 FEET TO THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S00°18'04"W ALONG SAID WEST LINE, 2538.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

COMMENCE AT THE NORTHWEST CORNER OF AFORESAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N89°54'58"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 235.23 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARTZOG ROAD REALIGNMENT FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE N89°54'58"E, 1091.34 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°22'55", A RADIUS OF 895.00 FEET, AN ARC LENGTH OF 708.89 FEET, A CHORD BEARING OF S81°21'36"W AND A CHORD DISTANCE OF 690.50 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE N75°56'58"W, 396.66 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 00°39'27", A RADIUS OF 2143.00 FEET, AN ARC LENGTH OF 24.59 FEET, A CHORD BEARING OF N76°16'41"W AND A CHORD DISTANCE OF 24.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 57.092 ACRES MORE OR LESS.

**Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis**

**EXHIBIT “B”**

*(Orange County Sheriff's Department Letter appears on the immediately following page)*



Sheriff John W. Mina

# ORANGE COUNTY SHERIFF'S OFFICE

November 2, 2021

The Honorable Jerry L. Demings  
Mayor of Orange County  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801

RE: Del Webb Oasis

Dear Mayor Demings:

I understand Orange County will enter into an agreement with the Del Webb Oasis gated community, for traffic control and enforcement pursuant to Florida Statute 316.006(3)(b). The agreement will allow the Pulte Home Company, LLC to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be informed I hereby waive the October 1 requirement.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance in this matter.

Sincerely,

John W. Mina  
Sheriff

JWM/lt

cc: Off-Duty Services

Approved as to form and legality  
for the reliance of the Sheriff of  
Orange County only.

Dated: 11.1.2021



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**Agreement for Traffic Law Enforcement on Private Roads for Del Webb Oasis**

**EXHIBIT "C"**

Owner shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

Residents of Del Webb Oasis wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owner. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owner for further action.