

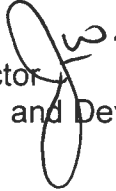


Interoffice Memorandum

AGENDA ITEM

July 6, 2022

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

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department 

**CONTACT PERSON: Whitney E. Evers, Attorney IV
County Attorney's Office
407-836-7321**

SUBJECT: July 26, 2022 – Consent Item
Utility and Access Easement Agreement Hawthorne Park
Apartments Site Work Permit B20902237 OCU File #98279

In July 2020, the County approved DP-19-10-323 providing for the development and construction of Hawthorne Park Apartments, a 120-unit multi-family affordable, senior housing development located at 5386 Silver Star Rd, Orlando, Florida. During construction of the project, Hawthorne Park, LTD (Hawthorne), installed an 18" wastewater gravity main through certain portions of the property to be owned and maintained by Orange County Utilities (OCU). OCU has determined that it will need both a Utility and Access Easement from Hawthorne in order to maintain the wastewater gravity main.

In July 2021, the County approved Permit No. B21900161 providing for the construction of a segmental retaining wall with a supporting geogrid in the northwest corner of the property. During construction of the project, it was identified that the form and location of the retaining wall created potential challenges in the future regarding maintenance by OCU of the wastewater gravity main. In order to allow the retaining wall to remain as constructed, the County desired to include language in the easement agreement to hold the County harmless from potential damage to the wall in the event of needed repairs to the wastewater gravity main.

The Utility and Access Easement Agreement (Agreement) grants the County an easement for utility purposes, with full authority to enter upon, excavate, construct, and maintain utility facilities, including the right to ingress and egress of the property for the purposes of accessing the easement. Pursuant to the Agreement, Hawthorne also

Page Two

July 26, 2022 – Consent Item, Utility and Access Easement Agreement Hawthorne Park Apartments Site Work Permit B20902237 OCU File #98279

agrees not to build, construct, or create any additional buildings or structures within the easement.

Additionally, the Agreement addresses the responsibility for the retaining wall, notice for repair work that may be required by the County, hold harmless and indemnification provisions, and the responsibility for any wall repairs. The Agreement provides that Hawthorne has sole and absolute responsibility for the maintenance of, and any and all costs associated with, the need to repair the retaining wall, even if the repair was the result of the County's authorized use of the easement. The County agrees to make best efforts to provide timely notice of any needed repairs or damage to the retaining wall. Hawthorne further agrees to hold the County harmless from any and all claims resulting from the County's exercising of its rights under the easement, including damage to the wall. Finally, in the event that damage to the retaining wall is not repaired in a timely manner by Hawthorne, the County shall have the right to repair the wall, invoice Hawthorne for associated costs, and lien the property in the event of non-payment.

The Agreement was reviewed and approved by the County Attorney's Office as to form.

ACTION REQUESTED: Approval and execution of Utility and Access Easement Agreement Hawthorne Park Apartments Site Work Permit B20902237 OCU File #98279 by and between Orange County, Florida, and Hawthorne Park, LTD. District 6.

JVW/we

Attachment

c: Christopher R. Testerman, AICP, Deputy County Administrator
Andres Salcedo, PE, Deputy Director, Utilities Department
Joel Prinsell, Deputy County Attorney
Whitney E. Evers, Assistant County Attorney

BCC Mtg. Date: July 26, 2022

**This instrument prepared by
and return to:**

Whitney E. Evers
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32801-1393

UTILITY AND ACCESS EASEMENT AGREEMENT

Hawthorne Park Apartments Site Work Permit B20902237 OCU File #98279

THIS UTILITY AND ACCESS EASEMENT AGREEMENT (the "Agreement") is entered into by and between **Orange County, Florida**, a charter county and a political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32801-1393 (the "County"), and **Hawthorne Park, LTD.**, a Florida limited partnership, whose address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714, ("Hawthorne") and is effective as of the last date of execution of the parties hereto (each, a "Party" and together, the "Parties").

WITNESSETH:

WHEREAS, pursuant to DP-19-10-323, Hawthorne developed and constructed a 120-unit multifamily affordable, senior housing development known as the Hawthorne Park Apartments (the "Project") on a portion of parcel ID No. 18-22-29-8011-00-001 in Orange County, Florida, such portion having parcel ID No. 18-22-29-8011-05-000 and being more particularly described in **Schedule "A,"** which is attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Orange County Utilities ("OCU") owns and operates an 18" polyvinyl chloride (PVC) wastewater gravity main that runs below certain portions of the Property (the "Pipe");

WHEREAS, during construction of the Project, Hawthorne installed, above the Pipe in the northwest corner of the Property, a segmental retaining wall with a supporting geogrid, as set forth on sheets S-1 – S-3 of the construction plans for the Project permitted by the County on July 9, 2021, under Orange County Vertical Construction Permit Number B21900161 (collectively, the "Wall");

WHEREAS, in order for OCU to maintain the Pipe, OCU has determined that it will need both a Utility and Access Easement from Hawthorne (together, the "Easements");

WHEREAS, the Parties have determined that in order for OCU to avail itself of the Easements to access and maintain the Pipe, damage to the Wall may occur; and

WHEREAS, County and Hawthorne wish to enter into this Agreement to effectuate the grant of the Easements and set forth the respective obligations and responsibilities of each party with regard to the Wall.

NOW THEREFORE, in consideration of the foregoing and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hawthorne and County agree as follows:

1. **Recitals.** All of the foregoing recitals are true and correct and are incorporated herein and made a part hereof.

2. **Easements.** Hawthorne, in consideration of the sum of \$10.00 and other valuable considerations, paid by the County, the receipt whereof is hereby acknowledged, does hereby give and grant to the County and its assigns, an easement for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the County and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, and any other utility facilities (“Utility Easement”), as well as the right of ingress and egress for purposes of accessing the Utility Easement (“Access Easement”) over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE “B” – Utility Easement
and
SEE ATTACHED SCHEDULE “C” – Access Easement

Property Appraiser’s Parcel Identification Number:
a portion of
18-22-29-8011-05-000

To have and to hold said Easements unto the County and its assigns forever.

The County and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation, maintenance, repair or improvements of the utilities and any facilities placed thereon by the County and its assigns, out of and away from the herein granted Utility Easement, and Hawthorne, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures (except the existing Wall) on the Utility Easement that may interfere with the normal operation, maintenance, repair or improvements of the utility facilities installed therein. In the event County deems it necessary, Hawthorne, and its successors and assigns, agree that the rights granted to the County hereunder shall include removing or modifying the Wall, (which may result in damage to the Wall) or otherwise potentially damaging the Wall.

County may at any time increase its use of the Utility Easement, change the location of pipelines or other facilities within the boundaries of the easement, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying

any additional compensation to Hawthorne or Hawthorne's heirs, successors, or assigns, provided County does not expand its use of the Easement beyond the Easement boundaries described above.

County's obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

County and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the Access Easement and Hawthorne, its heirs, successors, and assigns, agrees not to build, construct, or create any buildings or other structures on the Access Easement that may interfere with the normal operation or maintenance of the Access easement.

3. **Responsibility for Wall.** Hawthorne hereby assumes sole and absolute responsibility for the maintenance of, and any and all costs associated with the need to repair and rebuild, as necessary, the Wall which is owned by Hawthorne and constructed within the Utility Easement, even if such repair or rebuilding is the result of County's exercise of its rights to use the Easements.

4. **Notice of Repairs.** If the County needs to perform routine maintenance of the utilities within the Utility Easement, it will make best efforts to provide Hawthorne with twenty (20) days written notice, at the address set forth herein, prior to such maintenance activities if such maintenance activities are reasonably expected to damage the Wall. If the Wall is damaged during the course of such routine maintenance, the County shall provide written notice to Hawthorne of such damage, and shall make reasonable efforts to provide such notice within fifteen (15) days. If the County needs to perform emergency maintenance of the utilities within the Utility Easement, no prior written notice shall be provided; however, in the event such emergency maintenance damages the Wall, the County shall provide Hawthorne with written notice of such damage, and shall make reasonable efforts to provide such notice within fifteen (15) days from the completion of such emergency maintenance. The notices contemplated by this section shall be referred to herein as "Notice."

5. **Hold Harmless and Indemnification.** Hawthorne and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of, related to, or as a result of, in any way, County's exercise of its rights under the Easements, including, but not limited to, damage to the Wall during the County's operation, maintenance, repair, or improvements of the utilities within the Utility Easement.

6. **Wall Repair; Failure to repair; Lien.** In the event the Wall is damaged by County during its use of the Easements, the County will provide Notice to Hawthorne as set forth

in this Agreement. Pursuant to its obligation under Section 3 above Hawthorne shall repair or rebuild the Wall, as applicable, in accordance with the following:

- a. Non-emergency repairs: If, in the opinion of the County, the damage to the Wall does not rise to the level of an imminent public health threat, Hawthorne shall repair/rebuild the Wall within thirty (30) days from the date of the Notice provided by the County. If a permit is required, this will be extended to thirty-seven (37) days from the date of the Notice.
- b. Emergency repairs: If, in the opinion of the County, the damage to the Wall creates an imminent public health threat, Hawthorne shall repair/rebuild the Wall within fifteen (15) days from the date of the Notice provided by the County. The County agrees to expedite permitting for any emergency repairs.
- c. Failure to Repair: If Hawthorne fails to repair/rebuild the Wall within the time limits set forth herein, the County shall have the right, but not the obligation, to repair or rebuild the Wall, as applicable. In the event County repairs/rebuilds the Wall, County shall send Hawthorne an invoice detailing the repair/rebuilding costs incurred by County. Hawthorne shall reimburse County for the full cost of repair/rebuilding, as detailed on the invoice, within fifteen (15) days from the date of the invoice.
- d. Lien: If Hawthorne fails to reimburse County within the allotted fifteen (15) days, the Parties agree that the County will treat any repair/rebuilding of the Wall as an imminent health threat pursuant to Section 28-38 of Chapter 28, Article II, Orange County Code (“Lot Cleaning Ordinance”) and shall notify Hawthorne in accordance with that Section. Following the notice required by Section 28-38, if the invoice for the repair/rebuilding of the Wall remains unpaid, such invoice shall be levied as and constitute a special assessment lien against the Property in accordance with Section 28-40, Orange County Code.

7. Notices. Any notice required to be given hereunder shall be in writing and mailed, postage prepaid, by United States Certified Mail, Return Receipt Requested, to the parties at the addresses below, with an electronic copy sent to the parties at the email addresses below:

If to County:

Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attn.: Orange County Administrator
Facsimile: (407) 836-7399
E-mail: countyadmin@ocfl.net

With a copy to:

Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director
Facsimile: (407) 254-9899
E-mail: Utilities.Information@ocfl.net

If to Hawthorne:

Wendover Group
1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714
Attn.: Jonathan Wolfe
Email: JWolf@WendoverGroup.com

With copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: Rebecca Wilson
Facsimile: 407-843-4444
Email: Rebecca.Wilson@lowndes-law.com

Notice shall be deemed to have been given and received upon the date shown on the return receipt as the date the certified letter is signed for, or if the return receipt is not signed, three (3) days after the date first deposited in the United States mail. Facsimile numbers and email addresses are provided as a convenience only; notification by either method is not sufficient to constitute notice. A party may change its address by giving written notice to other parties as specified herein.

8. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any dispute resulting in litigation shall be resolved in court proceedings instituted in the courts in and for Orange County, Florida.

9. **Modifications to Agreement.** Neither County nor Hawthorne shall be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by both County and Hawthorne.

10. **Entire Agreement.** This Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained.

11. **Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon all parties having any right, title, or interest in the Property described herein or any portion thereof, their heirs, representatives, successors, or assigns.

12. **Captions; Days.** The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein. Each reference to “day” or “days” herein shall mean calendar days unless otherwise stated.

13. **Effective Date.** The Effective Date of this Agreement shall be the date on which the last of the parties have executed this Agreement.

14. **Counterparts.** This Agreement may be executed in up to two identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

15. **Time is of the Essence.** Time is of the essence under this Agreement.

16. **Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto. Hawthorne attests that it has the authority to enter into this Agreement and to consent to the lien contemplated in Section 6.d.

17. **Interpretation; Headings.** This Agreement shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared by counsel to one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below.

HAWTHORNE:

Signed, sealed, and delivered in the presence of:

Hawthorne Park, LTD., a Florida limited liability partnership

BY: Hawthorne Park GP. LLC, a Florida limited liability company, it's General Partner

Ethan Carpenter
Witness
Ethan Carpenter
Printed Name

Jonathan L. Wray
By:
Printed Name: Jonathan L. Wray
Title: Manager

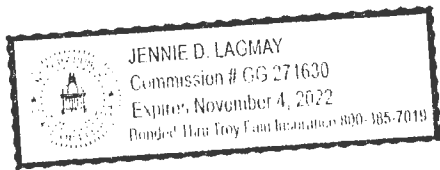
Shari Ebersbach
Witness
Shari Ebersbach
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida
COUNTY OF Summit

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th of June, 2022, by Jonathan L. Wray, as Manager of Hawthorne Park GP, LLC, a Florida limited liability company, as general partner for Hawthorne Park, LTD., a Florida general partnership, on behalf of the partnership. She/He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Jennie D. Lagmay
Notary Signature
Jennie D. Lagmay
Printed Notary Name

Notary Public in and for the County and State aforesaid

My commission expires: 11/04/22

COUNTY:

ORANGE COUNTY, FLORIDA

By: 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

Print Name: **Katie Smith**

SCHEDULE "A"

Legal Description

Unit 5 of the Silver Star Shopping Center Condominium pursuant to that certain Declaration of Condominium of Silver Star Shopping Center Condominium, and the exhibits and attachments thereto, recorded May 3, 2017 in Official Records Instrument No. 20170246927, as amended by that certain Amendment to Declaration of Condominium of Silver Star Shopping Center Condominium, a Land Only Condominium, recorded July 10, 2020 in Official Records Instrument No. 20200372399, and that certain Amendment to Declaration of Condominium of Silver Star Shopping Center Condominium, a Land Only Condominium, recorded September 22, 2020 in Official Records Instrument No. 20200494092, together with such Unit's undivided interest in any common elements

Also described as follows

A portion of Lot 1, Silver Pines Shopping Center, as recorded in Plat Book 6, Page 99, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1; thence run North 01°01'53" West, along the Westerly line of said Lot 1, for 595.73 feet to a point; thence leaving said Westerly line, thence run North 89°40'49" East for 122.73 feet to a point; thence run South 00°19'11" East for a distance of 20.00 feet to a point; thence run North 89°40'49" East for a distance of 60.00 feet to a point; thence run North 00°19'11" West for 73.00 feet to a point; thence run North 89°40'49" East for 275.00 feet to a point; thence run North 00°19'11" West for 240.00 feet to a point on the Southerly right of way line of Silver Star Road; thence run North 89°40'49" East along said Southerly right of way line for 73.19 feet to a point; thence leaving said Southerly right of way line, run South 21°09'14" West for 49.71 feet to a point; thence run South 00°19'11" East for 205.75 feet to a point; thence run North 89°40'49" East for 228.19 feet to a point; thence run North 00°19'11" West for 252.00 feet to a point on said Southerly right of way line of Silver Star Road; thence run North 89°40'49" East along said Southerly right of way line for 61.52 feet to a point; thence leaving said Southerly right of way line, run South 02°21'37" East for 280.01 feet to a point; thence run South 87°03'41" West for 80.85 feet to a point; thence run South 02°56'19" East for 18.49 feet to a point; thence run South 89°40'49" West for 274.76 feet to a point; thence run South 01°35'25" East for 247.85 feet to a point; thence run South 89°33'19" West for 195.25 feet to a point; thence run South 00°26'15" East for 338.23 feet to a point on the Southerly line of said Lot 1; thence run South 89°37'40" West along said Southerly line for 261.27 feet to the Point of Beginning

SCHEDULE "B"

Utility Easement

**SCHEDULE "B"
UTILITY EASEMENT
SKETCH OF DESCRIPTION
HAWTHORNE PARK APARTMENTS
BUILDING DEPARTMENT PERMIT NO. B20902237**

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, SILVER PINES SHOPPING CENTER, AS RECORDED IN PLAT BOOK 6, PAGE 99 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN THAT PORTION OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UTILITY EASEMENT PART 1

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE RUN NORTH 01°01'32" WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 456.31 FEET, TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 01°01'32" WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 21.17 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN NORTH 00°00'00" EAST, FOR A DISTANCE OF 106.09 FEET; THENCE RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 101.13 FEET; THENCE RUN SOUTH 56°27'57" EAST, FOR A DISTANCE OF 22.65 FEET; THENCE RUN NORTH 89°40'49" EAST, FOR A DISTANCE OF 53.47 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE RUN SOUTH 46°49'57" WEST, FOR A DISTANCE OF 81.43 FEET; THENCE RUN NORTH 56°27'57" WEST, FOR A DISTANCE OF 43.89 FEET; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 42.09 FEET, THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 102.25 FEET; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 29.53 FEET, TO THE POINT OF BEGINNING

TOGETHER WITH UTILITY EASEMENT PART 2

COMMENCE AT SAID POINT "A", THENCE RUN NORTH 89°40'49" EAST, FOR A DISTANCE OF 7.33 FEET; THENCE RUN NORTH 00°21'32" WEST, FOR A DISTANCE OF 8.80 FEET, TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 00°21'32" WEST, FOR A DISTANCE OF 40.89 FEET, THENCE RUN NORTH 46°49'57" EAST, FOR A DISTANCE OF 37.73 FEET; THENCE RUN NORTH 89°42'46" EAST, FOR A DISTANCE OF 44.09 FEET; THENCE RUN SOUTH 46°49'51" WEST, FOR A DISTANCE OF 97.85 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10,109 SQUARE FEET, MORE OR LESS.

LEGEND:

SHEET INDEX

- 1 - LEGAL DESCRIPTION, CERTIFICATION, NOTES, LEGEND
- 2-3 - SKETCH
- 4 - LINE TABLE

- DOC # - OFFICIAL RECORDS INSTRUMENT NUMBER
- ESMT - EASEMENT
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- NO. - NUMBER
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY

CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 179, AS APPLICABLE.

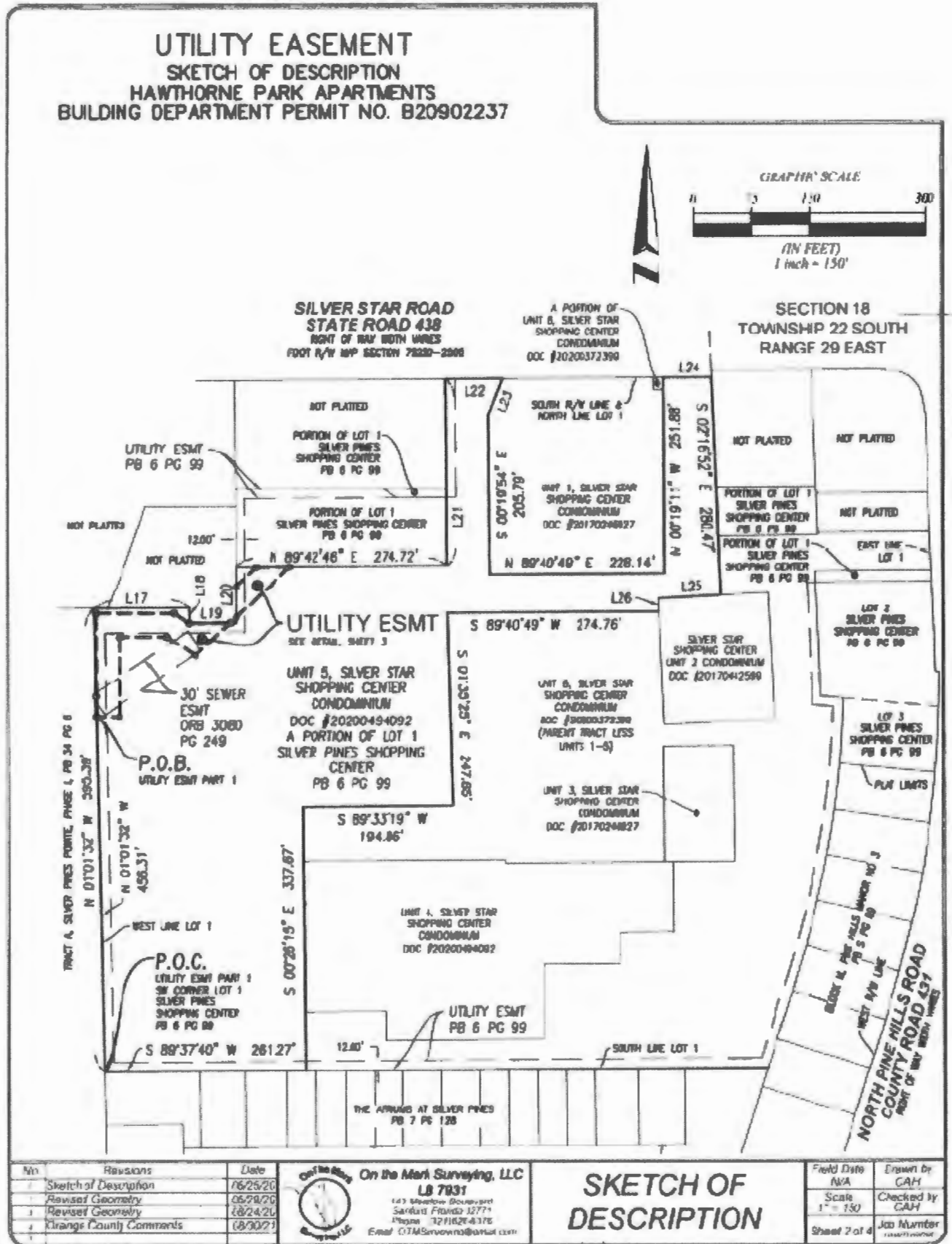
Not valid without the signature and notary raised seal of a Florida Licensed Surveyor and Mapper.

9/17/21
Date
[Signature]
Carter A. [Name]
[Title]

SURVEYORS NOTES

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 1, SILVER PINES SHOPPING CENTER, THAT BEARING BEING S 89°37'40" W, PER PLAT OF SILVER PINES SHOPPING CENTER, AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
3. NOT VALID WITHOUT ALL SHEETS.

No.	Revision	On the Mark Surveying, LLC LS 7981 1411 Mendenhall Boulevard Zephyrus, Florida 32771 Phone: (321) 826-8376 Email: OTMSurveying@gmail.com	SKETCH OF DESCRIPTION	Field Date N/A	Drawn by CAH
1	Sketch of Description			Scale N/A	Checked by CAH
2	Revised Geometry	08/28/20		Sheet 1 of 4	Job Number 1812099516v1
3	Revised Geometry	09/24/20			
4	Orange County Instruments	09/20/21			



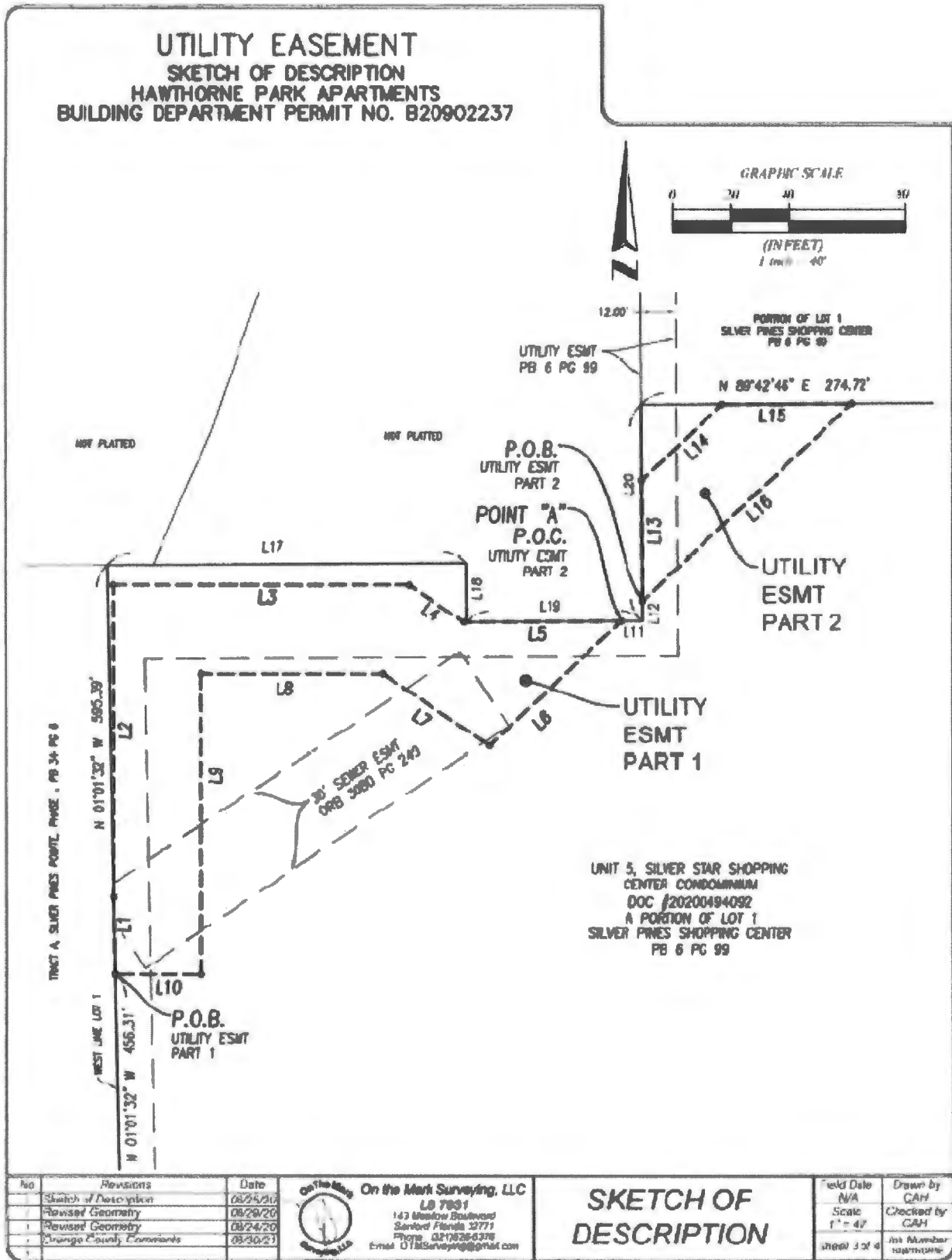
Nr	Revisions	Date
1	Sketch of Description	06/25/20
2	Revised Geometry	05/29/20
3	Revised Geometry	08/24/20
4	Orange County Comments	08/02/21

On the Mark Surveying, LLC
 LB 7931
 143 Hawthorne Boulevard
 Sanford, Florida 32771
 Phone: 321.826-4376
 Email: OMASurveyors@aol.com

SKETCH OF DESCRIPTION

Field Date	N/A	Drawn by	CAH
Scale	1" = 150'	Checked by	CAH
Sheet 2 of 4		Job Number	144070000

11/9/2021



**UTILITY EASEMENT
SKETCH OF DESCRIPTION
HAWTHORNE PARK APARTMENTS
BUILDING DEPARTMENT PERMIT NO. B20902237**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°01'32" W	26.17'
L2	N 00°00'00" E	106.09'
L3	N 90°00'00" E	101.13'
L4	S 56°27'57" E	22.65'
L5	N 89°40'49" E	53.47'
L6	S 46°49'57" W	61.43'
L7	N 56°27'57" W	43.89'
L8	N 90°00'00" W	62.09'
L9	S 00°00'00" E	102.25'
L10	N 90°00'00" W	29.53'
L11	N 89°40'49" E	7.33'
L12	N 00°21'32" W	6.80'
L13	N 00°21'32" W	40.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N 46°49'57" E	37.75'
L15	N 89°42'46" E	44.09'
L16	S 46°49'57" W	97.85'
L17	N 89°40'49" E	122.73'
L18	S 00°19'11" E	20.00'
L19	N 89°40'49" E	60.00'
L20	N 00°21'32" W	73.38'
L21	N 00°21'29" W	240.14'
L22	N 89°41'29" E	73.51'
L23	S 21°14'42" W	49.60'
L24	N 89°41'29" E	61.49'
L25	S 87°01'21" W	80.68'
L26	S 02°58'15" E	18.49'

No.	Revisions	Date	 On the Map Surveying, LLC LB 7831 143 Meadow Boulevard Sanford Florida 32771 Phone (321)626-6376 Email: OTHMSurveying@gmail.com	<h2>SKETCH OF DESCRIPTION</h2>	Field Data	Drawn By
7	Sketch of Description	08/25/20			N/A	CAH
7	Revised Geometry	08/29/20			N/A	Checked by CAH
7	Revised Geometry	08/24/20				Arch Number 0000000000
	Orange County Comments	08/20/21			Sheet # of #	

0 11 40 2021

SCHEDULE "C"

Access Easement

**ACCESS EASEMENT
SKETCH OF DESCRIPTION
HAWTHORNE PARK APARTMENTS SITE WORK
BUILDING DEPARTMENT PERMIT NO. B20902237**

SHEET INDEX:

- 1 - CERTIFICATION, NOTES, LEGEND
- 2 - LEGAL DESCRIPTION
- 3-5 - SKETCH
- 6 - LINE & CURVE TABLES

LEGEND:

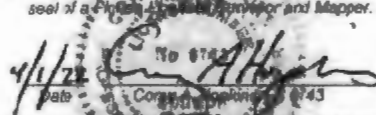
- DOC / - OFFICIAL RECORDS INSTRUMENT NUMBER
- ESMT - EASEMENT
- FDOY - FLORIDA DEPARTMENT OF TRANSPORTATION
- NO. - NUMBER
- NT - NOT TANGENT
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- PG - PAGE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY

CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

Not valid without the original and original raised seal of a Florida Licensed Surveyor and Mapper.

4/1/22
Date
To 8742
Orange, Florida 32743



SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 1, SILVER PINES SHOPPING CENTER, THAT BEARING BEING S 89°37'40" W, PER PLAT OF SILVER PINES SHOPPING CENTER, AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
3. NOT VALID WITHOUT ALL SHEETS.

No.	Revision	Date	On the Mark Surveying, LLC LE 7831 43 Madison Boulevard Sanford, Florida 32771 Phone: (321) 826-5378 Email: info@onthemark.com	SKETCH OF DESCRIPTION	Field Date N/A	Drawn by CAH
1	Sketch of Description	08/10/21			Scale N/A	Checked by CAH
2	Orange County, Utilities Commission	08/12/21				
3	Modified Easement Geometry	03/24/22			Sheet 1 of 6	Job Number 189266
4	Modified Easement Geometry	03/30/22				


ACCESS EASEMENT
SKETCH OF DESCRIPTION
HAWTHORNE PARK APARTMENTS SITE WORK
BUILDING DEPARTMENT PERMIT NO. B20902237

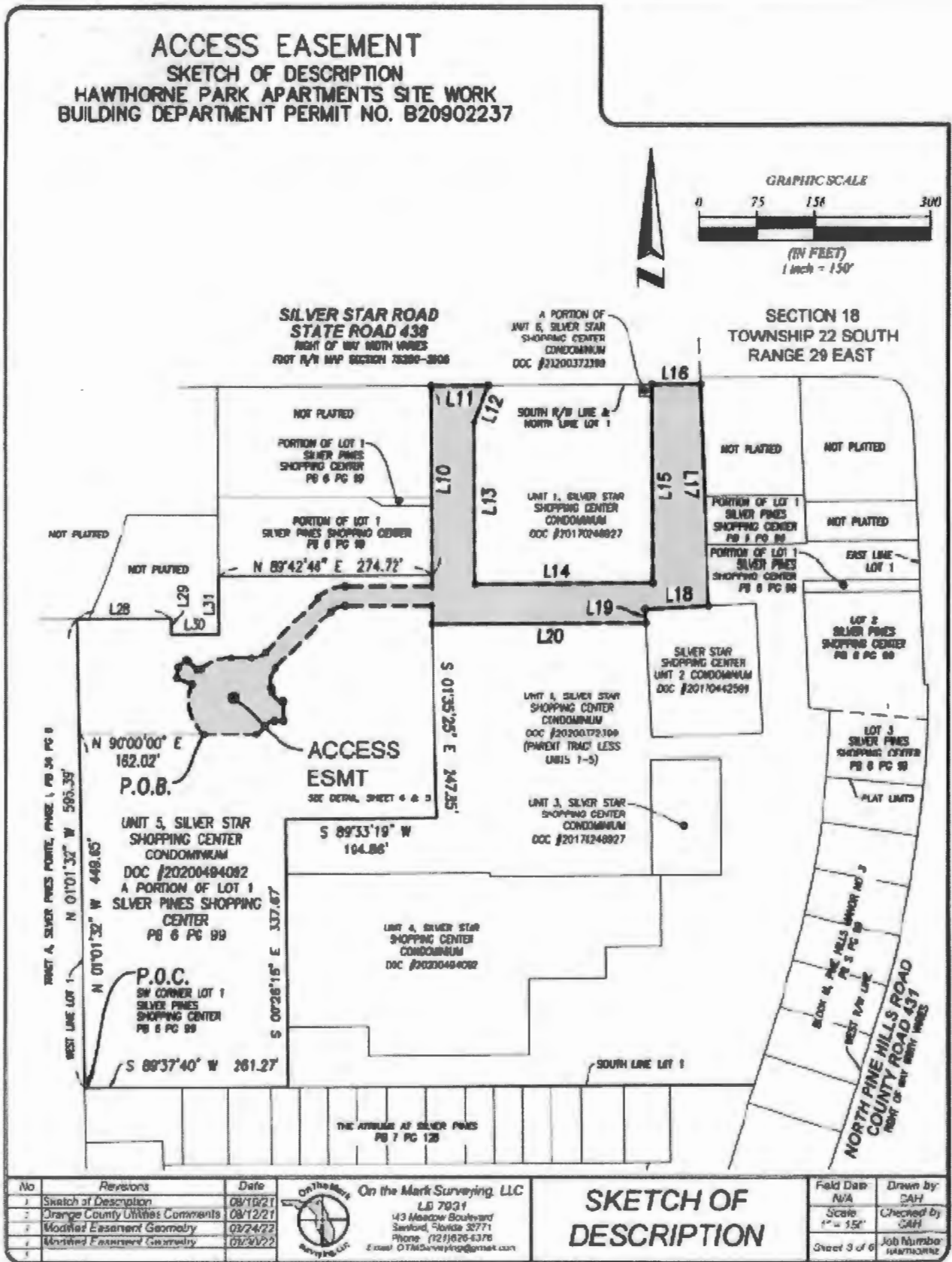
LEGAL DESCRIPTION:

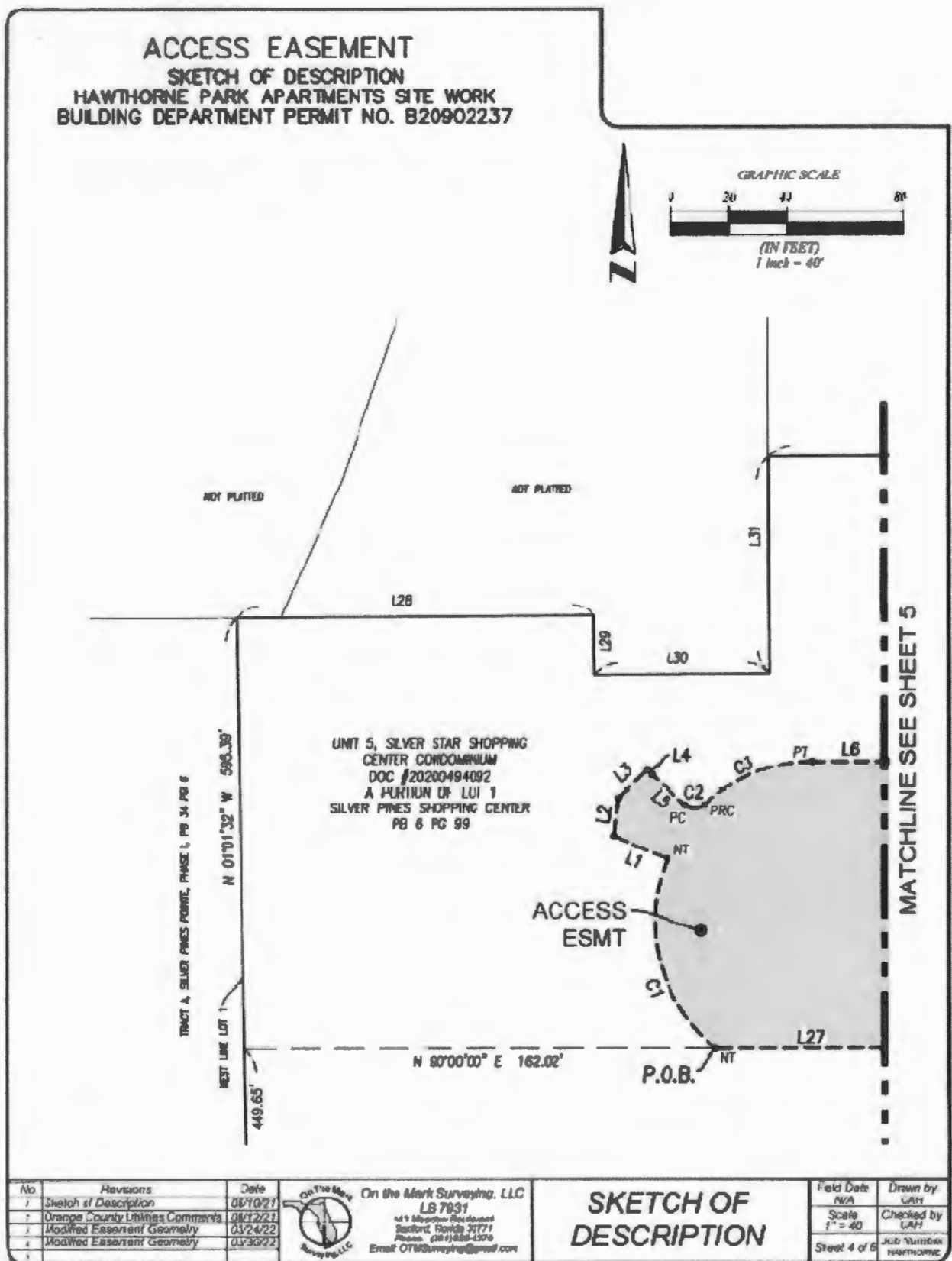
THAT PORTION OF LOT 1, SILVER PINES SHOPPING CENTER, AS RECORDED IN PLAT BOOK 6, PAGE 99 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN THAT PORTION OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

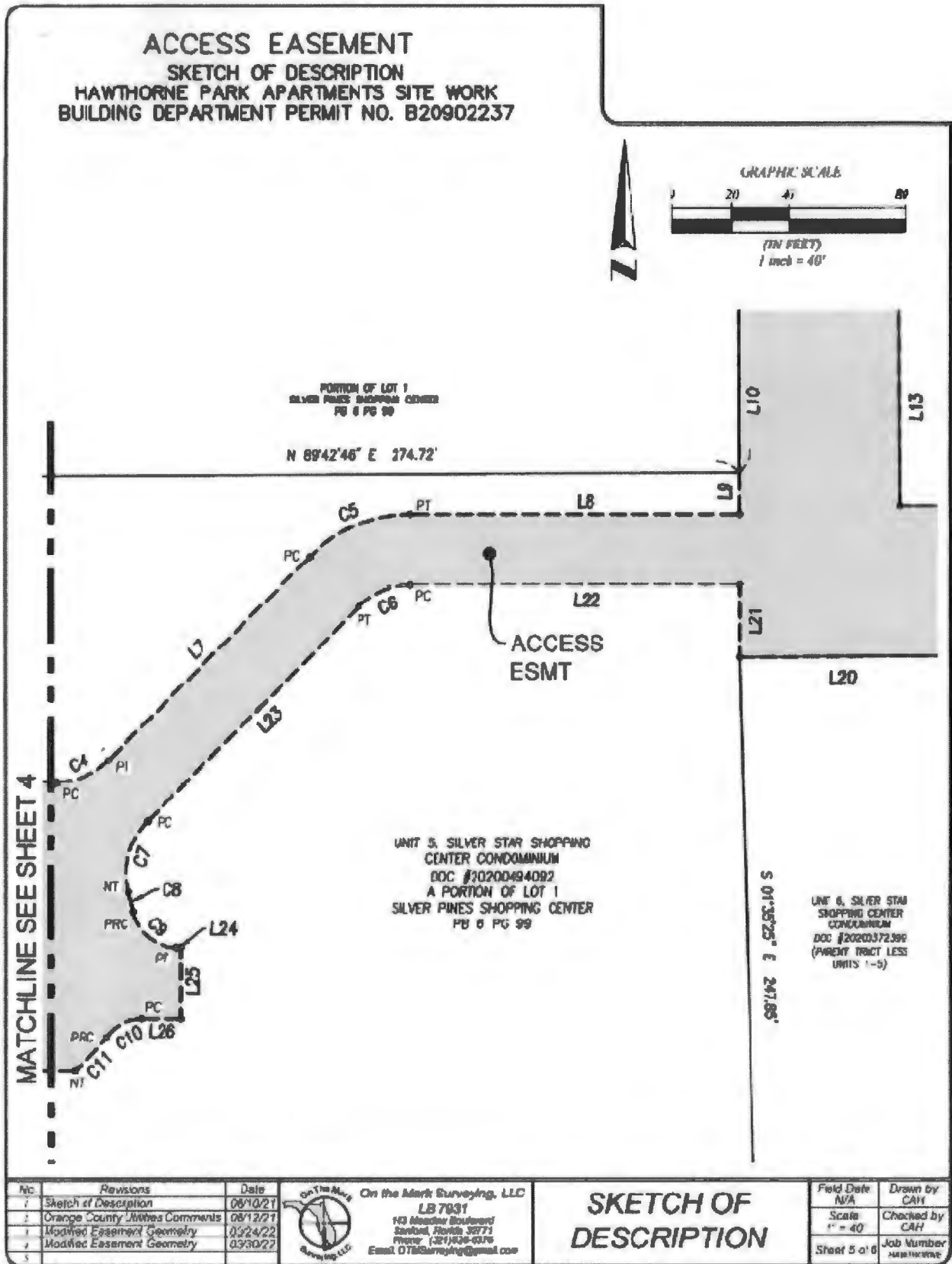
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE RUN NORTH 01°01'32" WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 449.63 FEET; THENCE DEPARTING SAID WESTERLY LINE OF LOT 1, RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 182.02 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 75°40'44", AN ARC LENGTH OF 71.33 FEET, A CHORD BEARING OF NORTH 14°52'01" WEST, AND A CHORD LENGTH OF 88.25 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 67°01'39" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 08°33'31" EAST, FOR A DISTANCE OF 12.92 FEET; THENCE RUN NORTH 48°49'57" EAST, FOR A DISTANCE OF 13.84 FEET; THENCE RUN SOUTH 43°10'03" EAST, FOR A DISTANCE OF 2.28 FEET; THENCE RUN SOUTH 47°55'44" EAST, FOR A DISTANCE OF 15.21 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 85°08'19", AN ARC LENGTH OF 7.43 FEET, A CHORD BEARING OF NORTH 89°30'07" EAST, AND A CHORD LENGTH OF 6.76 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 43°04'03", AN ARC LENGTH OF 40.58 FEET, A CHORD BEARING OF NORTH 68°27'59" EAST, AND A CHORD LENGTH OF 39.64 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 26.67 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 19.63 FEET, A CHORD BEARING OF NORTH 67°30'00" EAST, AND A CHORD LENGTH OF 19.13 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 45°00'00" EAST, FOR A DISTANCE OF 97.31 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 38.48 FEET, A CHORD BEARING OF NORTH 67°30'00" EAST, AND A CHORD LENGTH OF 37.50 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 111.99 FEET; THENCE RUN NORTH 00°12'24" WEST, FOR A DISTANCE OF 14.06 FEET; THENCE RUN NORTH 00°21'29" WEST, FOR A DISTANCE OF 240.14 FEET, TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SILVER STAR ROAD; THENCE RUN NORTH 89°41'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF SILVER STAR ROAD, FOR A DISTANCE OF 73.51 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF SILVER STAR ROAD, RUN SOUTH 21°14'42" WEST, FOR A DISTANCE OF 48.60 FEET; THENCE RUN SOUTH 00°19'54" EAST, FOR A DISTANCE OF 205.79 FEET; THENCE RUN NORTH 89°40'48" EAST, FOR A DISTANCE OF 228.14 FEET; THENCE RUN NORTH 00°19'11" WEST, FOR A DISTANCE OF 251.88 FEET, TO A POINT LYING ON THE SAID SOUTH RIGHT OF WAY LINE OF SILVER STAR ROAD; THENCE RUN NORTH 89°41'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF SILVER STAR ROAD, FOR A DISTANCE OF 61.48 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF SILVER STAR ROAD, RUN SOUTH 02°16'52" EAST, FOR A DISTANCE OF 280.47 FEET; THENCE RUN SOUTH 87°01'21" WEST, FOR A DISTANCE OF 80.68 FEET; THENCE RUN SOUTH 02°58'15" EAST, FOR A DISTANCE OF 18.49 FEET; THENCE RUN SOUTH 89°40'49" WEST, FOR A DISTANCE OF 274.76 FEET; THENCE RUN NORTH 00°12'24" WEST, FOR A DISTANCE OF 24.39 FEET; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 112.87 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 19.63 FEET, A CHORD BEARING OF SOUTH 87°30'00" WEST, AND A CHORD LENGTH OF 19.13 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 45°00'00" WEST, FOR A DISTANCE OF 102.23 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59°24'35", AN ARC LENGTH OF 25.92 FEET, A CHORD BEARING OF SOUTH 15°17'42" WEST, AND A CHORD LENGTH OF 24.78 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 59.66 FEET, A CENTRAL ANGLE OF 6°26'30", AN ARC LENGTH OF 6.71 FEET, A CHORD BEARING OF SOUTH 14°24'35" EAST, AND A CHORD LENGTH OF 6.70 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 78°48'40", AN ARC LENGTH OF 20.63 FEET, A CHORD BEARING OF SOUTH 50°35'40" EAST, AND A CHORD LENGTH OF 19.04 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" EAST, FOR A DISTANCE OF 1.53 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 24.00 FEET; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 13.43 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 53°58'42", AN ARC LENGTH OF 14.12 FEET, A CHORD BEARING OF SOUTH 63°01'39" WEST, AND A CHORD LENGTH OF 13.61 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 18°38'04", AN ARC LENGTH OF 15.89 FEET, A CHORD BEARING OF SOUTH 44°22'31" WEST, AND A CHORD LENGTH OF 15.64 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 65.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING 63,244 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

No.	Revisions	Date	 On the Mark Surveying, LLC LLC 7001 453 Mosside Boulevard Sanford, Florida 32771 Phone: (321) 628-4376 Email: OTM@onthe-mark.com	<h2 style="margin: 0;">SKETCH OF DESCRIPTION</h2>	Field Date	Drawn by
1	Sketch of Description	08/10/21			N/A	GAH
2	Orange County Utilities Comments	08/12/21			Scale	Checked by
3	Woodlief Easement Geometry	03/24/22			N/A	GAH
4	Woodlief Easement Geometry	05/30/22			Sheet 2 of 6	Job Number







**ACCESS EASEMENT
SKETCH OF DESCRIPTION
HAWTHORNE PARK APARTMENTS SITE WORK
BUILDING DEPARTMENT PERMIT NO. B20902237**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°01'39" W	20.00'
L2	N 06°33'31" E	12.92'
L3	N 46°49'57" E	13.94'
L4	S 43°10'03" E	2.28'
L5	S 47°55'44" E	15.21'
L6	N 90°00'00" E	26.67'
L7	N 45°00'00" E	97.31'
L8	N 90°00'00" E	111.99'
L9	N 00°12'24" W	14.06'
L10	N 00°21'29" W	240.14'
L11	N 89°41'29" E	73.51'
L12	S 21°14'42" W	49.60'
L13	S 00°19'54" E	203.79'
L14	N 89°40'49" E	228.14'
L15	N 00°19'11" W	251.88'
L16	N 89°41'29" E	61.49'
L17	S 02°16'52" E	280.47'
L18	S 87°01'21" W	80.68'
L19	S 02°58'15" E	18.49'
L20	S 89°40'49" W	274.76'
L21	N 00°12'24" W	24.39'
L22	N 90°00'00" W	112.07'
L23	S 45°00'00" W	102.23'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N 90°00'00" E	1.53'
L25	S 00°00'00" E	24.00'
L26	N 90°00'00" W	13.43'
L27	N 90°00'00" W	65.44'
L28	N 89°40'49" E	122.73'
L29	S 00°19'11" E	20.00'
L30	N 89°40'49" E	60.00'
L31	N 00°21'32" W	73.38'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	54.00'	75°40'44"	71.33'	N 14°52'01" W	66.25'
C2	5.00'	85°08'19"	7.43'	N 89°30'07" E	6.76'
C3	54.00'	43°04'03"	40.59'	N 68°27'59" E	39.64'
C4	25.00'	45°00'00"	19.63'	N 67°30'00" E	19.13'
C5	49.00'	45°00'00"	38.48'	N 67°30'00" E	37.50'
C6	25.00'	45°00'00"	19.63'	S 67°30'00" W	19.13'
C7	25.00'	59°24'35"	25.92'	S 15°17'42" W	24.78'
C8	59.66'	6°26'30"	6.71'	S 14°24'35" E	6.70'
C9	15.00'	78°48'40"	20.63'	S 50°35'40" E	19.04'
C10	15.00'	53°56'42"	14.12'	S 63°01'39" W	13.61'
C11	54.00'	16°39'04"	15.69'	S 44°22'51" W	15.64'

No. 7 7 7 7 7	Revisions	Date	 On The Mark Surveying, LLC LB 7831 143 Newland Boulevard Sanford, Florida 32771 Phone: (407) 968-4370 Email: OTMSurveying@gmail.com	SKETCH OF DESCRIPTION	Field Date	Drawn by
	Sketch of Description	08/10/21			N/A	LAH
	Orange County Utilities Comments	08/13/21			N/A	Checked by
	Modified Easement Geometry	03/24/22			N/A	CAH
	Modified Easement Geometry	03/30/22			N/A	Job Number
				Sheet 6 of 6	XXXXXXXXXX	