



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: May 24, 2023

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

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Trail Crossing Easement Agreement (Stoneybrook Parkway Access Easement) by and between Orange County, Florida and Winter Garden Senior Partners, LLC with Joinder and Consent to Trail Crossing Easement Agreement from Central Florida Expressway Authority and authorization to record instrument.

PROJECT: Stoneybrook Parkway Access Easement

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of recreational trail crossing.

ITEM: Trail Crossing Easement Agreement
(Stoneybrook Parkway Access Easement)
Cost: Donation
Size: 2,855 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division
Risk Management Division

REMARKS: In 2004, the Orlando-Orange County Expressway Authority, now known as Central Florida Expressway Authority ("CFX") conveyed a strip of land to the County for future use as a bike path, subject to an existing agreement between CFX, County, and Florida Power Corporation. Currently, the bike path parcel is still vacant land. An adjacent property owner ("Developer") has requested a trail crossing easement across the future bike path to provide driveway access, as a requirement of development. County has agreed to the request subject to the conditions as set forth in the Trail Crossing Easement Agreement.

CFX has executed a Joinder and Consent to the Trail Crossing Easement Agreement to show acceptance of the terms and conditions.

Developer to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 06 2023

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Orange County Real Estate Mgmt. Div.
ATTN: Mindy T. Cummings
400 E. South St., 5th Floor
Orlando, Florida 32801

Property Appraisers Parcel Identification Numbers:

35-22-27-0000-00-047
35-22-27-0000-00-023

Project: Stoneybrook Parkway Access Easement

SPACE ABOVE THIS LINE FOR RECORDING DATA

TRAIL CROSSING EASEMENT AGREEMENT

(Stoneybrook Parkway Access Easement)

THIS TRAIL CROSSING EASEMENT AGREEMENT (this "**Agreement**") is made as of the Effective Date (hereinafter defined) by and between Orange County, Florida, a charter county and political subdivision of the State of Florida ("**County**") and Winter Garden Senior Partners, LLC, an Indiana limited liability company ("**Developer**").

RECITALS

A. Developer is the owner of record of fee simple title to the Developer Property (hereinafter defined) and is undertaking the development thereof for the Developer's Intended Use (hereinafter defined).

B. County is the owner of record of fee simple title to the County Property (hereinafter defined), which County Property is currently unimproved with a proposed Bike Trail (hereinafter defined), and to be owned, used, enjoyed, and operated by County.

C. In connection with Developer's development of the Developer Property for the Developer's Intended Use, Developer has requested that County, and County has agreed to, grant Developer certain easement interests over the County Property, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties (hereinafter defined) hereby agree as follows:

ARTICLE I – RECITALS; DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2 Definitions. As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) Bike Trail. The term “**Bike Trail**” shall mean and refer to that certain multi-use recreational trail and associated amenities, which the County plans to construct and operate on the County Property for use by the public.

(b) Board. The term “**Board**” shall mean and refer to the Orange County Board of County Commissioners.

(c) County Property. The term “**County Property**” shall mean and refer to the real property known as Orange County Property Appraiser parcel number 35-22-27-0000-00-047, as more fully described on Exhibit “A” attached hereto.

(d) Developer Permittees. The term “**Developer Permittees**” shall mean and refer to: (i) Developer; (ii) future owners, occupants, tenants, subtenants, and residents of the residential units to be hereafter constructed within the Developer Property; (iii) employees, contractors, subcontractors, consultants, and other agents of Developer; and (iv) the officers, directors, members, managers, stockholders, partners, trustees, fiduciaries, beneficiaries, licensees, invitees, permittees, and guests of any person set forth in subclauses (i), (ii), and/or (iii) above.

(e) Developer Property. The term “**Developer Property**” shall mean and refer to the real property known as Orange County Property Appraiser parcel number 35-22-27-0000-00-023, as more fully described on Exhibit “B” attached hereto.

(f) Developer’s Intended Use. The term “**Developer’s Intended Use**” shall mean and refer the development and use of the Developer Property as an Independent/Assisted Living Facility to be known as Stoneybrook Place Senior Living.

(g) Driveway Improvements. The term “**Driveway Improvements**” shall mean and refer to, collectively, those improvements to be constructed within the Easement Area as depicted on Sheets 4, 6, and 10 of the Plans. For avoidance of doubt, the Driveway Improvements consist primarily of: (i) a driveway connecting the Developer Property to the existing Stoneybrook West Parkway; (ii) curbing and other hardscape associated with such driveway; (iii) improvements, including safety measures, related to the crossing of said road across the County Property, including but not limited to pavement markings and permanent signage; (iv) an underground eight inch (8”) water main; and (v) a five foot (5”) concrete sidewalk.

(h) Easement Area. The term “**Easement Area**” shall mean and refer to that portion of the County Property depicted and more particularly

Project: Stoneybrook Parkway Access Easement

described on **Exhibit “C”** attached hereto, which exhibit is hereby incorporated herein by this reference.

(i) Effective Date. The term “**Effective Date**” shall mean and refer to the latest date of execution by Developer, Central Florida Expressway Authority, or County.

(j) Improvements. The term “**Improvements**” shall mean and refer to the Driveway Improvements.

(k) Intersection Area. The term “**Intersection Area**” shall mean and refer to only the portion of the Driveway Improvements that is directly crossed by the Bike Trail, if and when the Bike Trail is ever constructed.

(l) Notice Addresses. The term “**Notice Addresses**” shall mean and refer to:

As to Developer: Winter Garden Senior Partners, LLC
Attn: Thomas C. Smith
802 E. 86th Street
Indianapolis, Indiana 46240

As to County: Orange County Parks and Recreation Division
Attn: Manager
Barnett Park
4801 W. Colonial Dr.
Orlando, Florida 32808

with a copy to: Orange County Real Estate Management Division
Attn: Manager
400 E. South St.
5th Floor
Orlando, Florida 32801

(m) Parties. The term “**Parties**” shall mean and refer to, collectively, Developer and County.

(n) Permits. The term “**Permits**” shall mean and refer to, collectively, any and all permits, approvals, licenses, authorizations, and/or entitlements of/from any and all governmental authority(ies) that will be necessary for the construction, installation, use, operation, inspection, maintenance, service, repair, and/or replacement of the Improvements for their intended use.

(o) Plans. The term “**Plans**” shall mean and refer to those certain County-approved engineering plans, designs, specifications, and drawings for the Improvements titled “Stoneybrook Place Senior Living Construction Plans for Leo Brown Group,” prepared by

Burkett Engineering, dated August 5, 2022, and on file with the County Engineer. Select portions of the Plans are set forth in **Exhibit “D”** attached hereto, which exhibit is hereby incorporated herein by this reference.

ARTICLE II – DRIVEWAY EASEMENT

Section 2.1 Driveway Easement. County does hereby give and grant to Developer a permanent, non-exclusive easement (the “**Driveway Easement**”) over, under, on, upon, through, and across the Easement Area for the sole and exclusive purposes of: (i) Developer constructing, installing, using, operating, inspecting, maintaining, servicing, repairing, and replacing the Driveway Improvements in connection with Developer’s Intended Use; and (ii) the right of ingress, egress, access, and passage by Developer Permittees by means of the Driveway Improvements to/from the Developer Property from/to that certain public right-of-way known as Stoneybrook West Parkway.

Section 2.2 Term. The term of the Driveway Easement shall be perpetual.

Section 2.3 Non-Interference. Notwithstanding anything to the contrary in this Agreement, the County shall not interfere, impede, or otherwise limit in any way Developer’s right to use the Driveway Easement for the purposes outlined in Section 2.1, unless County and Developer expressly agree to such limitation in writing. Except as permitted under Section 4.2, County shall not disturb, alter, or impede in any way Developer’s use of the Driveway Improvements, unless the County and the Developer expressly agree in writing.

Section 2.4 Restrictions on Use of Driveway Easement. Notwithstanding any term or provision of this Agreement to the contrary, Developer hereby acknowledges and agrees that no improvements of any kind or nature, other than the Driveway Improvements, shall be constructed or installed within the Easement Area (through the exercise of rights provided by this Agreement).

ARTICLE III – MAINTENANCE OF IMPROVEMENTS; SELF-HELP

Section 3.1 Maintenance of Improvements. All Improvements shall be used, operated, inspected, maintained, serviced, repaired, replaced, and/or reconstructed by Developer, at Developer’s sole cost and expense, in a good and safe state of repair and in a reasonably neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Permits, the Plans, other requirements of County’s Parks and Recreation Division, and all other applicable governmental regulations and/or requirements (collectively, the “**Developer Maintenance Obligations**”).

Section 3.2 County Right to Self-Help Maintenance. This paragraph only applies to the Intersection Area. In the event that Developer, shall fail to timely perform the Developer Maintenance Obligations in the Intersection Area in accordance with the standards required by this Agreement, then in addition to remedies of County set forth in Article VIII below, County may (but shall not be required to) deliver a notice to Developer setting forth the deficiencies, whereupon Developer shall have the period of time specified by Section 8.1 below to remedy the deficiencies, or twenty-four (24) hours, in case of a bona fide emergency that poses an imminent

threat to public health or safety. In the event the deficiencies are not remedied in a commercially reasonable fashion within the applicable period, or within such twenty-four (24) hour period in case of emergency, County shall have the right (but shall not be required) to undertake all reasonably necessary maintenance, service, repair, replacement, and/or reconstruction of the Improvements in the Intersection Area (“**Self-Help Maintenance**”) itself and recover from Developer the actual costs and expenses incurred by County in connection therewith (“**Self-Help Maintenance Costs**”). Upon County’s completion of any Self-Help Maintenance, County shall submit to Developer a written statement setting forth the Self-Help Maintenance Costs incurred by County (the “**Statement of Self-Help Maintenance Costs**”), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Maintenance and County’s Statement of Self-Help Maintenance Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Maintenance Costs, Developer shall remit to County reimbursement for such Self-Help Maintenance Costs incurred.

ARTICLE IV – INDEMNIFICATION AND INSURANCE

Section 4.1 Indemnification. Except for any and all claims, suits, judgments, demands, liabilities, damages, costs, and expense (including reasonable attorneys’ fees prior to and upon appeal) arising solely out of, or resulting solely from, the negligent or willful acts of County, its officials, agents, and employees, Developer shall defend, indemnify, and hold harmless County and County’s officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expense (including reasonable attorneys’ fees prior to and upon appeal) of any kind or nature whatsoever related to the Driveway Easement to the extent directly arising out of, or to the extent caused by:

- (a) the negligent use and enjoyment of any part of the Easement Area by Developer, its directors, officers, employees, agents, contractors, or subcontractors, anyone employed by them, or anyone who acts on Developer’s behalf (collectively “**Grantee’s Permittees**”);
- (b) liens and other charges asserted against the Easement Area and/or the County Property for any purpose whatsoever to the extent arising as a result of the actions of Developer or Developer’s Permittees;
- (c) claims relating to injury to persons or property occurring on or about the Easement Area, the County Property, or adjoining lands to the extent caused by the use or control of the same by Developer or Developer’s Permittees;
- (d) Developer’s, or Developer’s Permittees’, failure to properly construct, install, use, operate, inspect, maintain, service, repair, replace, and/or reconstruct any and all Improvements within the Easement Area; and/or
- (e) Developer’s, or Developer’s Permittees’, activities over, under, on, upon, through, or across the Easement Area, the County Property, or adjoining lands.

Section 4.2 Insurance Requirements.

(a) For as long as this Agreement is in effect, Developer shall obtain and possess:

(1) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. Orange County, Florida shall be an additional insured on all liability policies by way of a CG 20 26- Designated Persons or Organization endorsement or its equivalent.

(2) All parties that perform work on any and all improvements in the Easement Area, including but not limited to the Improvements, shall have Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000.00 for each incident of bodily injury or disease for Employers' Liability.

(3) All parties that perform work on any and all improvements in the Easement Area, including but not limited to the Improvements, shall have business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 combined single limit (CSL) per accident. In the event that Developer does not own automobiles, Developer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

(b) Prior to commencing construction within the Easement Area, Developer shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida, as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County.

(c) Developer shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with the Driveway Easement hereby granted.

(d) Failure of Developer to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Developer of any contractual responsibility, obligation, or liability.

ARTICLE V – PROVISIONS APPLICABLE TO DRIVEWAY EASEMENT

Section 5.1 Design, Engineering, Permitting, and Construction of Improvements. Any Improvements constructed within the Easement Area shall be designed, engineered, permitted, and constructed by Developer, at Developer's sole cost and expense.

Section 5.2 Permits. Developer, at Developer's sole cost and expense, shall: (i) obtain all Permits prior to construction of any Improvements within any of the Easement Area; and (ii) for so long as this Agreement is in effect, keep and maintain all Permits in full force and effect and in good standing.

Section 5.3 Plans. At no time shall any alteration of, or deviation from, the Plans be made unless the Parties amend the Agreement to allow such a deviation pursuant to Section 9.3. Any deviations from the Plans are subject to prior approval by County, with Developer being responsible for any additional construction costs that may be necessary to in order to obtain County approval.

Section 5.4 Developer Activities. All work performed and other activities undertaken by Developer within any of the Easement Area shall: (i) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities; and (ii) be performed in a safe and workmanlike manner. Developer, at Developer's sole cost and expense, shall obtain all governmental permits and approvals, if any, required in connection with any work performed and other activities undertaken by Developer within any of the Easement Area.

Section 5.5 Restoration of Surface. Upon completion of any activity within any of the Easement Area, Developer shall restore and leave the Easement Area, and the affected surface area thereof, in a clean and neat condition, and otherwise in accordance with the condition required by the Permits, the Plans, and other requirements of County's Parks and Recreation Division.

Section 5.6 No Obstruction. At no time shall County, Developer, or any Developer Permittee, nor shall County or Developer permit or allow any other person or entity to, park any vehicle, motorized or non- motorized, in the Easement Area, or otherwise obstruct the Easement Area from being fully used by the public and Developer's Permittees.

Section 5.7 Construction Liens. No rights granted herein shall permit or empower Developer to encumber the Easement Area or any other part of the County Property with construction liens arising from the exercise by Developer of the rights granted herein. Developer shall not suffer nor permit any construction lien to be placed upon or against the Easement Area or any other part of the County Property.

ARTICLE VI – COVENANTS AND RESTRICTIONS

Section 6.1 Covenants Running With The Land. All of the covenants, terms, agreements, provisions, and restrictions set forth in this Agreement are intended to be, and shall be, construed as, covenants running with the Developer Property and the Easement Area.

(a) The Driveway Easement set forth in this Agreement shall be appurtenant to the Developer Property, for the benefit and use of Developer Permittees, and each of their successors-in-interest and permitted assigns (if any), and shall be binding upon the Easement Area and the Developer Property and shall be a covenant running with the title to the Easement Area and the Developer Property.

(b) Any transferee of any portion of the Developer Property shall automatically be deemed, by acceptance of the title thereto after being duly recorded in the Public Records of Orange County, Florida, to have assumed all duties and obligations of Developer, if any, arising under this Agreement relating thereto and to have received an assignment of all right and benefits of this Agreement relating thereto.

Section 6.2 Assignment. Neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties.

Section 6.3 No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, no person, or entity other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

Section 6.4 Governmental Authorities. As used in this Agreement, “governmental authority” or “governmental authorities” shall mean any federal, state, county, municipal, or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court, community development district, water management district, or agency having jurisdiction over the Developer Property, the County Property, the Bike Trail, and/or any portion of any of said lands, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, the School Board of Orange County, Florida, the City of Winter Garden, Florida, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

Section 6.5 Applicable Laws. Any rights granted in this Agreement shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, and any future modifications or amendments thereto.

ARTICLE VII – REMEDIES AND ENFORCEMENT

Section 7.1 When a Breach becomes a Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for a period of ten (10) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within ten (10) days, then the breaching Party shall have ten (10) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 7.2 All Legal and Equitable Remedies Available. In the event of a default by any Party of any of the terms or conditions hereof, the other Parties shall be entitled to relief by remedies permitted at law or in equity, including injunction and specific performance. Notwithstanding the foregoing, under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of Default by such Party hereunder.

Section 7.3 Remedies Cumulative. Subject to the limitations set forth in Section 7.2 above, any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity.

Section 7.4 No Termination For Breach. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party to unilaterally cancel, rescind, or otherwise terminate this Agreement.

Section 7.5 Attorney and Legal Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 7.6 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 7.7 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 7.8 Continuing Lien; Delinquent Payments. Subject to the terms, conditions and limitations set forth below, this Agreement shall serve as a continuing lien against the Developer Property as applicable, for the purposes of securing payment to County of the Self-Help Maintenance Costs, and any interest thereon (the “**Self-Help Remedies Lien**”).

(a) Any Self-Help Remedies Lien may be foreclosed in the same manner as the foreclosure of a Chapter 713 Claim of Lien under Florida law, shall attach and relate back to the date of recording of this Agreement, and be subject to being transferred to cash or bond pursuant to Fla. Stat. s. 713.24. In the event that Developer fails to remit to County any funds, or any portion thereof, required to be remitted to County pursuant to this Agreement (whether pursuant to Section 4.3 above, or otherwise) by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida; and (ii) County may, but shall not be required to, record a notice of a Self-Help Remedies Lien in the Public Records of Orange County, Florida, to provide

public notice of the lien provided by this Section and public notice of Developer asserted delinquency hereafter. The remedies provided by this Section shall not be subject to the provisions of Section 8.1 above, but shall be cumulative with, and in addition to, all other remedies permitted by this Agreement, at law, or in equity.

Section 7.9 Sovereign Immunity. For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes (2019).

ARTICLE VIII – MISCELLANEOUS

Section 8.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 8.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 8.3 Modification. This Agreement may be altered, amended, or modified only by written instrument recorded in the Public Records of Orange County, Florida, executed by Developer (and, if applicable, all of Developer’s respective successors-in-interest) and County.

Section 8.4 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 8.5 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 8.6 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 8.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and

a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and enforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 8.8 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 8.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 8.10 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 8.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

Section 8.12 Time. Time is of the essence with respect to this Agreement.

Section 8.13 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; or guaranteed overnight delivery service; and shall be deemed to have been given when actually received by the intended recipient.

(a) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or by guaranteed overnight delivery service, shall be returned to the sender as "unclaimed", then notice shall be deemed to have been given upon the sender's receipt of the returned, "unclaimed" notice.

(b) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or guaranteed overnight delivery service, shall be returned to sender as "undeliverable" because the recipient has changed its mailing address and failed to provide the sender with an updated mailing address, then notice shall be deemed to have been given upon the sender's receipt of the returned, "undeliverable" notice. It shall be the duty of each Party to this Agreement to notify all other Parties to this Agreement of any change in that Party's Notice Address.

Project: Stoneybrook Parkway Access Easement

(c) The Parties acknowledge and agree that their respective legal counsel shall be permitted to deliver notices on behalf of their respective clients.

Section 8.14 Currency. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

[signature pages and exhibits follow]

Project: Stoneybrook Parkway Access Easement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 10 June 2023

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

BY: *Craig A. Stopyfa*
for Deputy Clerk

Craig A. Stopyfa
Printed Name

Project: Stoneybrook Parkway Access Easement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

“DEVELOPER”

Signed, sealed, and delivered in the presence of:

[Signature]

Print Name: Kevin See

[Signature]

Print Name: Chris King

Winter Garden Senior Partners, LLC, an Indiana limited liability company

By: [Signature]

Thomas C. Smith
Authorized Person

STATE OF INDIANA)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of May, 2023 by Thomas C. Smith as Authorized Person of Winter Garden Senior Partners, LLC, an Indiana limited liability company, on behalf of the company. The individual is personally known to me or has produced _____ as identification.

[AFFIX NOTARY SEAL]



[Signature]
Notary Public

Leo Jacob Brown
Print Name

My Commission Expires: April 10, 2031

JOINDER AND CONSENT TO TRAIL CROSSING EASEMENT AGREEMENT

Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, being granted certain rights by virtue of (i) that certain unrecorded Collocation of Bike Path and Transmission Line agreement dated January 23, 2001, (ii) the provisions as reserved in that certain Quit Claim Deed, recorded January 16, 2004, in Official Records Book 7269, Page 3217, and (iii) the Notice of Extension, recorded February 3, 2023, as Official Records Document No. 20230062588, all of the Public Records of Orange County, Florida, hereby joins in and consents to the execution and recording of the foregoing Trail Crossing Easement Agreement, such that, for all purposes of the Encumbrances, in the event the undersigned shall hereafter take title to all or any portion of the Trail Crossing Easement Agreement area, the rights and privileges of the parties thereto shall not be disturbed or impaired.

Witnesses:

Susan R Chrzan
Print Name: Susan R Chrzan

Lisa Jumbard
Print Name: Lisa Jumbard

ATTEST: Regla Caridad Lamaute
Regla ("Mimi") Lamaute
Recording Clerk

Central Florida Expressway Authority, a body corporate and an agency of the State of Florida

By: [Signature]
Michelle Maikisch, Executive Director

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 2nd day of April, 2023 for its exclusive use and reliance.

By: [Signature]
Diego "Woody" Rodriguez
General Counsel

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of May, 2023 by Michelle Maikisch as Executive Director of Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, on behalf of the authority. The individual is personally known to me or has produced n/a as identification.

(Notary Seal)

[Signature]
Notary Public

Print Name: Regla Caridad Lamaute

My Commission Expires: _____

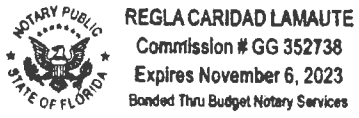


EXHIBIT "A"

Legal Description of the County Property

A portion of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 35, 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 said Section 35; thence run N.00°26'57"W. along the East line of said Southeast 1/4 of Section 35 a distance of 1338.18 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35; thence run S.89°36'03"W. along the South line of said Northeast 1/4 of the Southeast 1/4 a distance of 372.91 feet for a POINT OF BEGINNING; thence continue S.89°36'03"W. along the South line of said Northeast 1/4 of the Southeast 1/4 of Section 35, a distance of 85.93 feet to a point on a curve, concave Southeasterly, having a radius of 1077.45 feet and a central angle of 24°06'45"; thence from a chord bearing of N.71°52'18"E. run Northeasterly along the arc of said curve a distance of 453.43 feet to a point on said curve; thence departing said curve run S.00°26'57"E. a distance of 40.20 feet to a point on a curve, concave Southeasterly, having a radius of 1037.45 feet and a central angle of 19°46'22"; thence from a chord bearing of S.73°49'27"W. run Southwesterly along the arc of said curve a distance of 358.02 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Legal Description of the Developer Property

The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 22 South, Range 27 East, hereafter referred to as Bealah Grove, Orange County, Florida.

LESS and EXCEPT that portion taken as Right of Way for State Road 429 and the Bike Trail described in that certain Stipulated Order of Taking and Stipulated Final Judgment recorded September 21, 2000 in Official Records Book 6092, Page 1697, Public Records of Orange County, Florida; and described as follows:

RIGHT OF WAY FOR STATE ROAD 429

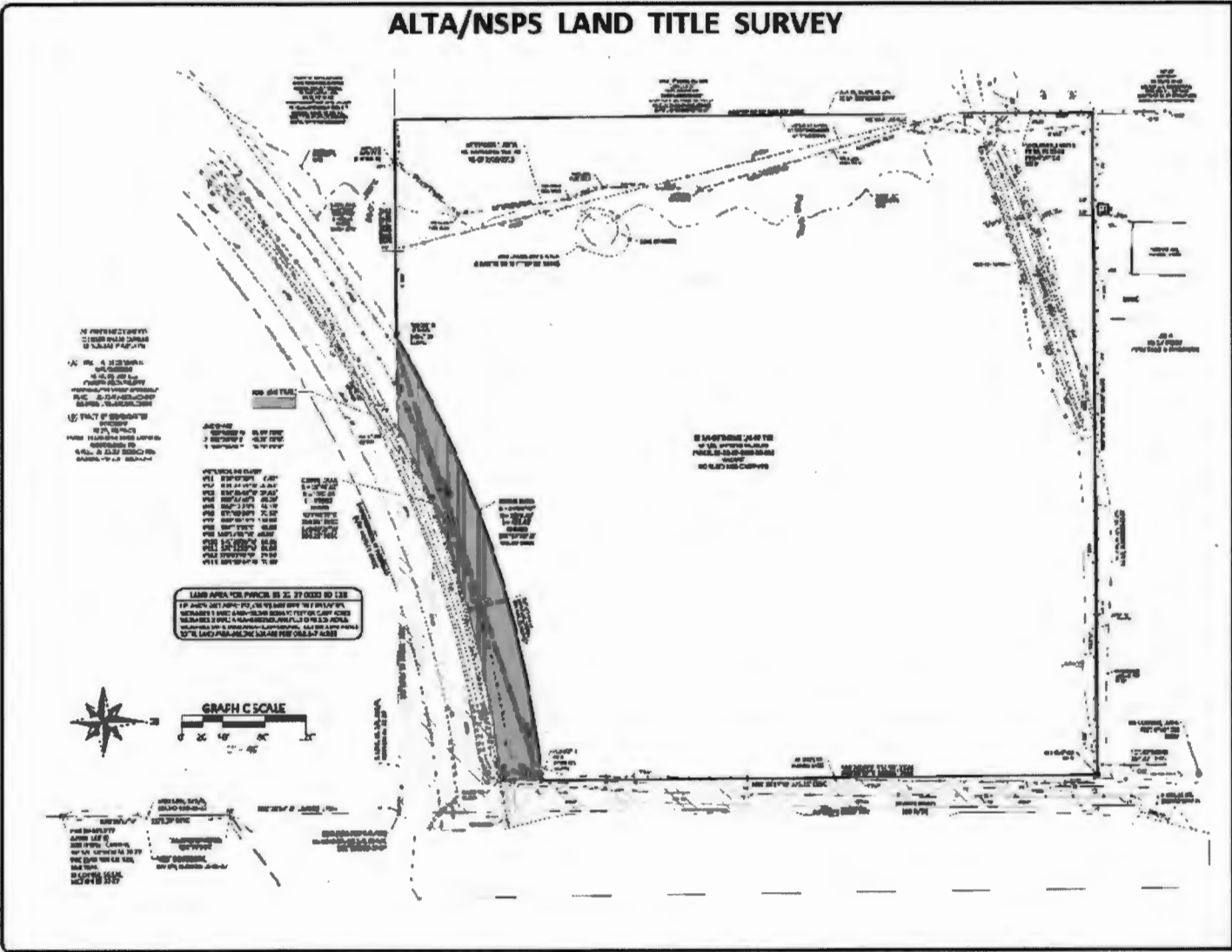
Commence at the Southeast corner of the Southeast 1/4 of Section 35; thence run North 00 degrees 26 minutes 57 seconds West along the East line of said Southeast 1/4 of Section 35 a distance of 1338.18 feet for a Point of Beginning, also being the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35, thence run South 89 degrees 36 minutes 03 seconds West along the South line of said Northeast 1/4 of the Southeast 1/4 of Section 35, a distance of 372.91 feet to a point on a curve, concave Southeasterly, having radius of 103.45 feet and a central angle of 19 degrees 46 minutes 22 seconds; thence from a chord bearing of North 73 degrees 49 minutes 27 seconds East run Northeasterly along the arc of said curve a distance of 358.02 feet to a point on said curve, thence departing said curve run North 00 degrees 26 minutes 57 seconds West a distance of 572.21 feet to the North line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 35; thence run North 89 degrees 34 minutes 40 seconds East along said North line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 a distance of 30.00 feet to the Northeast corner of said Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4; thence run South 00 degrees 26 minutes 57 seconds East along the aforesaid East line of the Southeast 1/4 of Section 35 a distance of 669.09 feet to the Point of Beginning.

AND

BIKE TRAIL

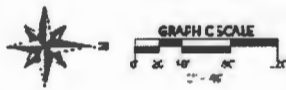
Commence at the Southeast corner of the Southeast 1/4 of Section 35; thence run North 00 degrees 26 minutes 57 seconds West along the East line of said Southeast 1/4 of Section 35 a distance of 1338.18 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35, thence run South 89 degrees 36 minutes 03 seconds West along the South line of said Northeast 1/4 of the Southeast 1/4 of Section 35, a distance of 372.91 feet for a Point of Beginning; thence continue South 89 degrees 36 minutes 03 seconds West along the South line of said Northeast 1/4 of the Southeast 1/4 of section 35, a distance of 85.93 feet to a point on a curve, concave Southeasterly, having a radius of 1077.45 feet and central angle of 24 degrees 06 minutes 45 seconds; thence from a chord bearing of North 71 degrees 52 minutes 18 seconds East run Northeasterly along the arc of said curve a distance of 453.43 feet to a point on said curve; thence departing said curve run South 00 degrees 26 minutes 57 seconds East, a distance of 40.20 feet to a point on a curve, concave Southeasterly, having a radius of 1037.45 feet and a central angle of 19 degrees 46 minutes 22 seconds; thence from a chord bearing of South 73 degrees 49 minutes 27 seconds West run Southwesterly along the arc of said curve a distance of 358.02 feet to the Point of Beginning.

ALTA/NSPS LAND TITLE SURVEY



TO THE NEAREST POINT
 CLEARANCE SHALL BE
 10 FEET
 (A) THE 10 FEET CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON NOTICE BY THE SURVEYOR.
 (B) THE 10 FEET CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE RESTORED TO ORIGINAL CONDITION IMMEDIATELY UPON NOTICE BY THE SURVEYOR.

LAND AREA FOR PARCEL NO. 22, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 ACRES



ACCURIGHT SURVEYING & CONSULTING, INC.
 3331 E. Highway 170, Ocala, Florida 32067
 Phone: (352) 351-1111
 Fax: (352) 351-1112

DATE: 4/18/21 SHEET: 3 OF 3

LEO BROWN GROUP
 10000 S.W. 10th St.
 Ocala, FL 32067
 (352) 351-1111

NO.	DESCRIPTION	ACRES
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BOUNDARY SURVEY

REMARKS: THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 463, F.S. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC LANDS OFFICE AND HAS FOUND NO RECORDS OF INTEREST IN THE LAND DESCRIBED HEREIN.

EXHIBIT "C"

Legal Description of the Easement Area

SKETCH OF DESCRIPTION

SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

DESCRIPTION

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE N00°26'57"W ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 1,338.18 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE S89°36'03"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 372.91 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STONEYBROOK WEST PARKWAY, BEING A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1037.45 FEET, A CHORD BEARING OF N65°07'38"E, A CHORD DISTANCE OF 43.08 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 02°22'45", A DISTANCE OF 43.08 FEET FOR A POINT OF BEGINNING; THENCE N23°40'58"W A DISTANCE OF 40.00 FEET TO THE NORTHERLY LINE OF A BIKE TRAIL PARCEL AS RECORDED IN INSTRUMENT #20040030732, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1077.45 FEET, A CHORD BEARING OF N68°15'02"E, A CHORD DISTANCE OF 72.70 FEET, RUN THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF INSTRUMENT #20040030732 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°51'59", A DISTANCE OF 72.71 FEET TO A NON-TANGENT POINT ON SAID CURVE; THENCE S19°48'58"E A DISTANCE OF 40.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF STONEYBROOK WEST PARKWAY, BEING A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1037.45 FEET, A CHORD BEARING OF S68°15'01"W, A CHORD DISTANCE OF 70.00 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°51'59", A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,855 SQUARE FEET, MORE OR LESS.

THIS SKETCH IS NOT A SURVEY.

SHEET 1 OF 2

JOB #56313
CF# 35-22-27 Easement
DATE: 11/2/2022
SCALE: 1" = 60'
DRAWN BY: ANT

PREPARED FOR: BURKETT ENGINEERING
BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 35-22-27 BEING: N00°26'57"W.

REVISIONS:	

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 31-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

3/13/23
Ronald K. Smith
RONALD K. SMITH, PSM 5797
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER. OR THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.

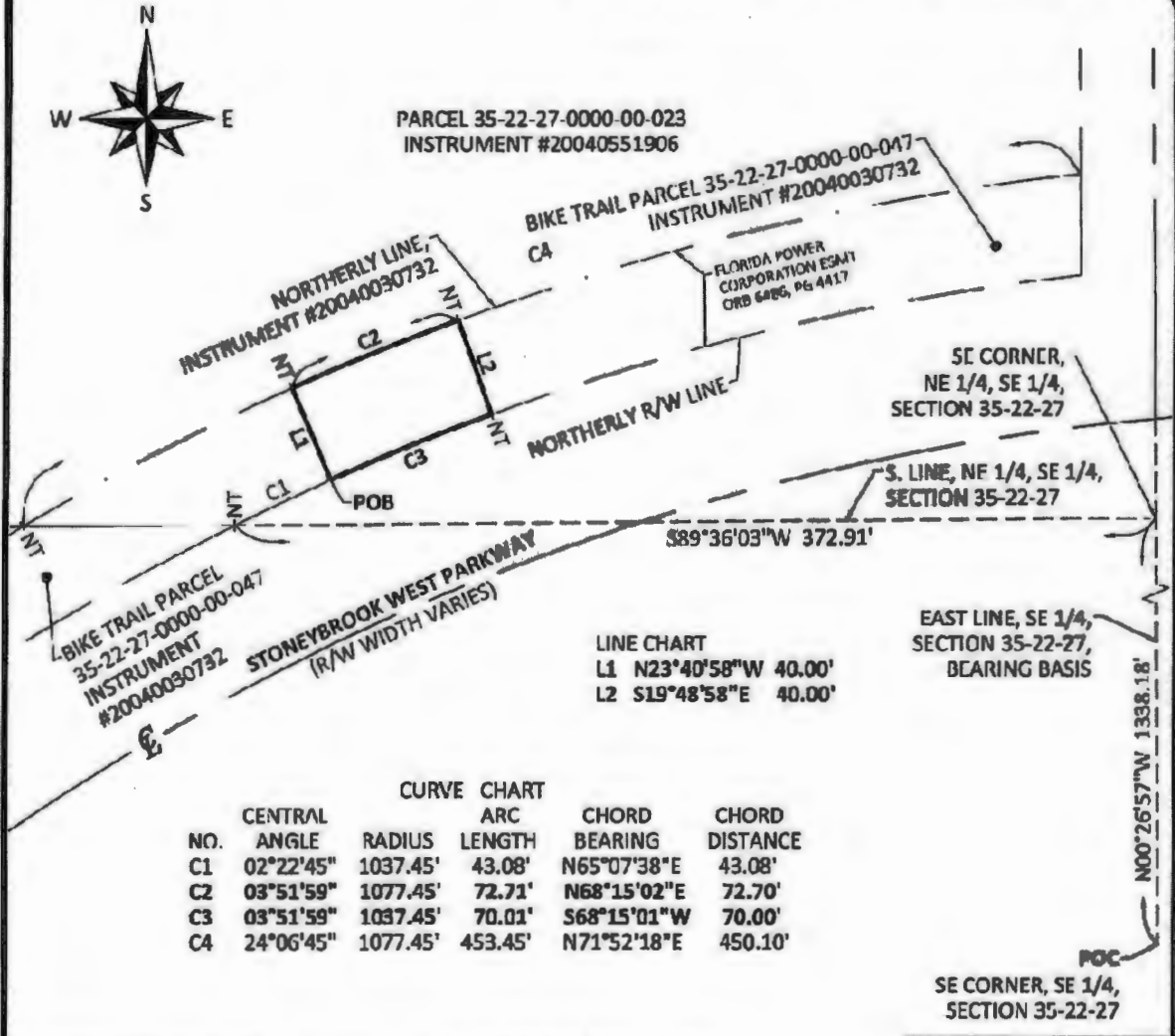


ACCURIGHT SURVEYS
OF ORLANDO INC., LB 4475
2012 E. Robinson Street Orlando, Florida 32803
www.AccurightSurveys.net
Admin@AccurightSurveys.net
PHONE: (407) 894-6314

LEGEND			
CL	- CENTERLINE	PG	- PAGE
CA	- CENTRAL ANGLE	POB	- POINT OF BEGINNING
DB	- DEED BOOK	POC	- POINT OF COMMENCEMENT
DE	- DRAINAGE EASEMENT	PRC	- POINT OF REVERSE CURVATURE
DOC #	- DOCUMENT #	PT	- POINT OF TANGENCY
ESMT	- EASEMENT	R/W	- RIGHT OF WAY
L	- ARC LENGTH	R	- RADIUS
NT	- NON-TANGENT	TYP	- TYPICAL
ORB	- OFFICIAL RECORDS BOOK	UE	- UTILITY EASEMENT
P&M	- PLAT & MEASURED		
PB	- PLAT BOOK		
PC	- POINT OF CURVATURE		
PCC	- POINT OF COMPOUND CURVATURE		

SKETCH OF DESCRIPTION

SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



CURVE CHART					
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	02°22'45"	1037.45'	43.08'	N65°07'38"E	43.08'
C2	03°51'59"	1077.45'	72.71'	N68°15'02"E	72.70'
C3	03°51'59"	1037.45'	70.01'	S68°15'01"W	70.00'
C4	24°06'45"	1077.45'	453.45'	N71°52'18"E	450.10'

JOB #56313
C-7 35-22-27 Easement
DATE: 11/2/2022
SCALE: 1" = 60'
DRAWN BY: ANT

THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 2

PREPARED FOR: BURKETT ENGINEERING
BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 35-22-27 BEING: N00°26'57"W.

REVISIONS:

THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

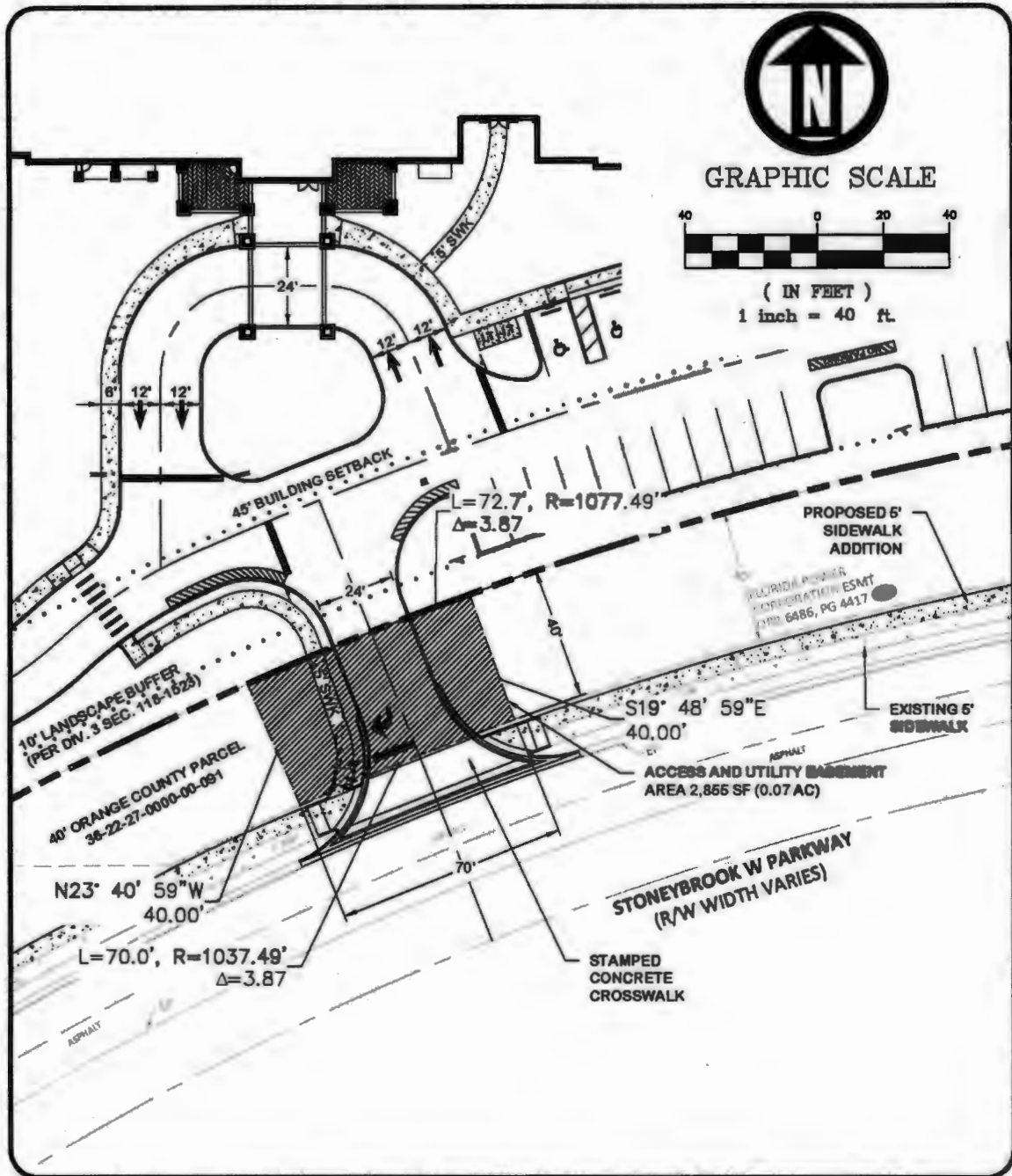
5/13/23
Ronald K. Smith
RONALD K. SMITH, PSM 5797

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER" ON THE DIGITAL FILE APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797.



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Admin@AccurightSurveys.net
PHONE: (407) 834 6314

LEGEND			
CL	- CENTERLINE	POB	- POINT OF BEGINNING
CA	- CENTRAL ANGLE	POC	- POINT OF COMMENCEMENT
DB	- DEED BOOK	PRC	- POINT OF REVERSE CURVATURE
DE	- DRAINAGE EASEMENT	P1	- POINT OF TANGENCY
DOC #	- DOCUMENT #	R/W	- RIGHT OF WAY
ESMT	- EASEMENT	R	- RADII
L	- ARC LENGTH	TYP	- TYPICAL
MT	- NON TANGENT	18F	- 18" UTILITY EASEMENT
ORB	- OFFICIAL RECORD BOOK		
PBM	- POINT MEASURED		
PR	- POINT BECK		
PC	- POINT OF CURVATURE		
PCC	- POINT OF CURVATURE IN CURVATURE		



Burkett
engineering

105 E. Robinson Street, Suite 501 Orlando, Florida 32801
(407) 246-1260 Fax (407) 246-0423
www.burkettengineering.com

CIVIL ENGINEERING
CONSULTANTS

STONEYBROOK PLACE SENIOR LIVING
FOR LEO BROWN GROUP
ORANGE COUNTY ACCESS & UTILITY EASEMENT

SHEET # EX-1

DATE:	2022-10-24
BY/DATE:	2204.11
SCALE:	1" = 40'
DRAWN BY:	SM
CHECKED BY:	SM

EXHIBIT "D"

Select Plan Pages

CIVIL ENGINEERING CONSULTANTS

Byrkettt
engineering

1	DATE	10/11/2011
2	PROJECT	STONEYBROOK PARKWAY ACCESS EASEMENT
3	DRAWN BY	W. BROWN
4	CHECKED BY	L. BROWN
5	DATE	10/11/2011

STONEYBROOK PLACE BENCH LIVING FOR LEO BROWN GROUP DEMOLITION PLAN

DATE: 10/11/2011
 PROJECT: STONEYBROOK PARKWAY ACCESS EASEMENT
 DRAWN BY: W. BROWN
 CHECKED BY: L. BROWN
 DATE: 10/11/2011

4
08-14



KEY NOTES

1. ALL EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL EXISTING UTILITIES TO BE MAINTAINED OR REPAIRED SHALL BE SHOWN WITH A DOTTED LINE AND A "U" IN A CIRCLE.
3. ALL EXISTING UTILITIES TO BE REMOVED SHALL BE SHOWN WITH A DASHED LINE AND A "D" IN A CIRCLE.
4. ALL EXISTING UTILITIES TO BE DELETED SHALL BE SHOWN WITH A DASHED LINE AND A "X" IN A CIRCLE.
5. ALL EXISTING UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH A DOTTED LINE AND A "R" IN A CIRCLE.
6. ALL EXISTING UTILITIES TO BE REPAIRED SHALL BE SHOWN WITH A DOTTED LINE AND A "P" IN A CIRCLE.
7. ALL EXISTING UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH A DOTTED LINE AND A "M" IN A CIRCLE.
8. ALL EXISTING UTILITIES TO BE DELETED SHALL BE SHOWN WITH A DASHED LINE AND A "D" IN A CIRCLE.
9. ALL EXISTING UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH A DOTTED LINE AND A "R" IN A CIRCLE.
10. ALL EXISTING UTILITIES TO BE REPAIRED SHALL BE SHOWN WITH A DOTTED LINE AND A "P" IN A CIRCLE.
11. ALL EXISTING UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH A DOTTED LINE AND A "M" IN A CIRCLE.
12. ALL EXISTING UTILITIES TO BE DELETED SHALL BE SHOWN WITH A DASHED LINE AND A "D" IN A CIRCLE.
13. ALL EXISTING UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH A DOTTED LINE AND A "R" IN A CIRCLE.
14. ALL EXISTING UTILITIES TO BE REPAIRED SHALL BE SHOWN WITH A DOTTED LINE AND A "P" IN A CIRCLE.
15. ALL EXISTING UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH A DOTTED LINE AND A "M" IN A CIRCLE.
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17. ALL EXISTING UTILITIES TO BE RELOCATED SHALL BE SHOWN WITH A DOTTED LINE AND A "R" IN A CIRCLE.
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19. ALL EXISTING UTILITIES TO BE MAINTAINED SHALL BE SHOWN WITH A DOTTED LINE AND A "M" IN A CIRCLE.
20. ALL EXISTING UTILITIES TO BE DELETED SHALL BE SHOWN WITH A DASHED LINE AND A "D" IN A CIRCLE.

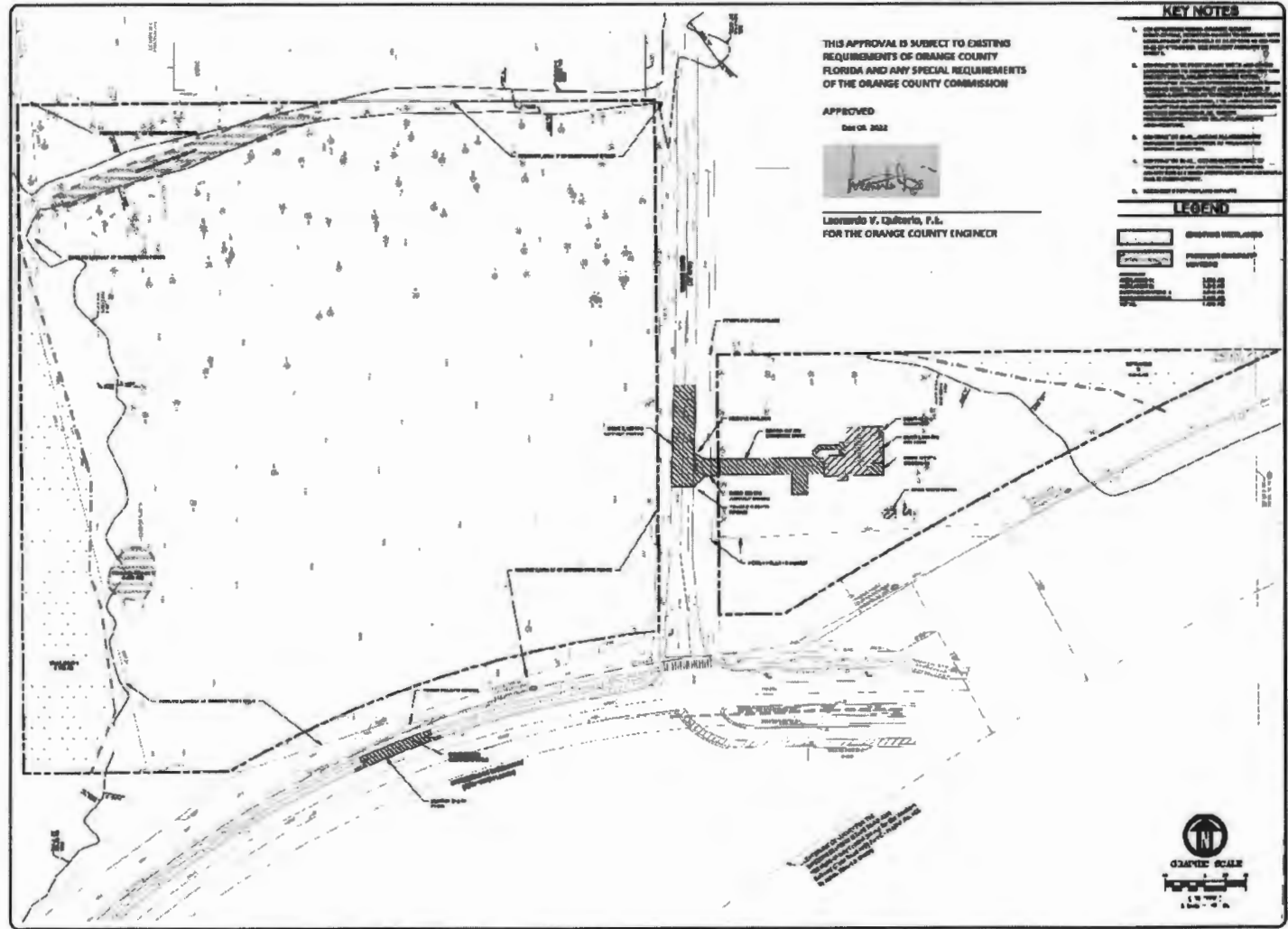
LEGEND

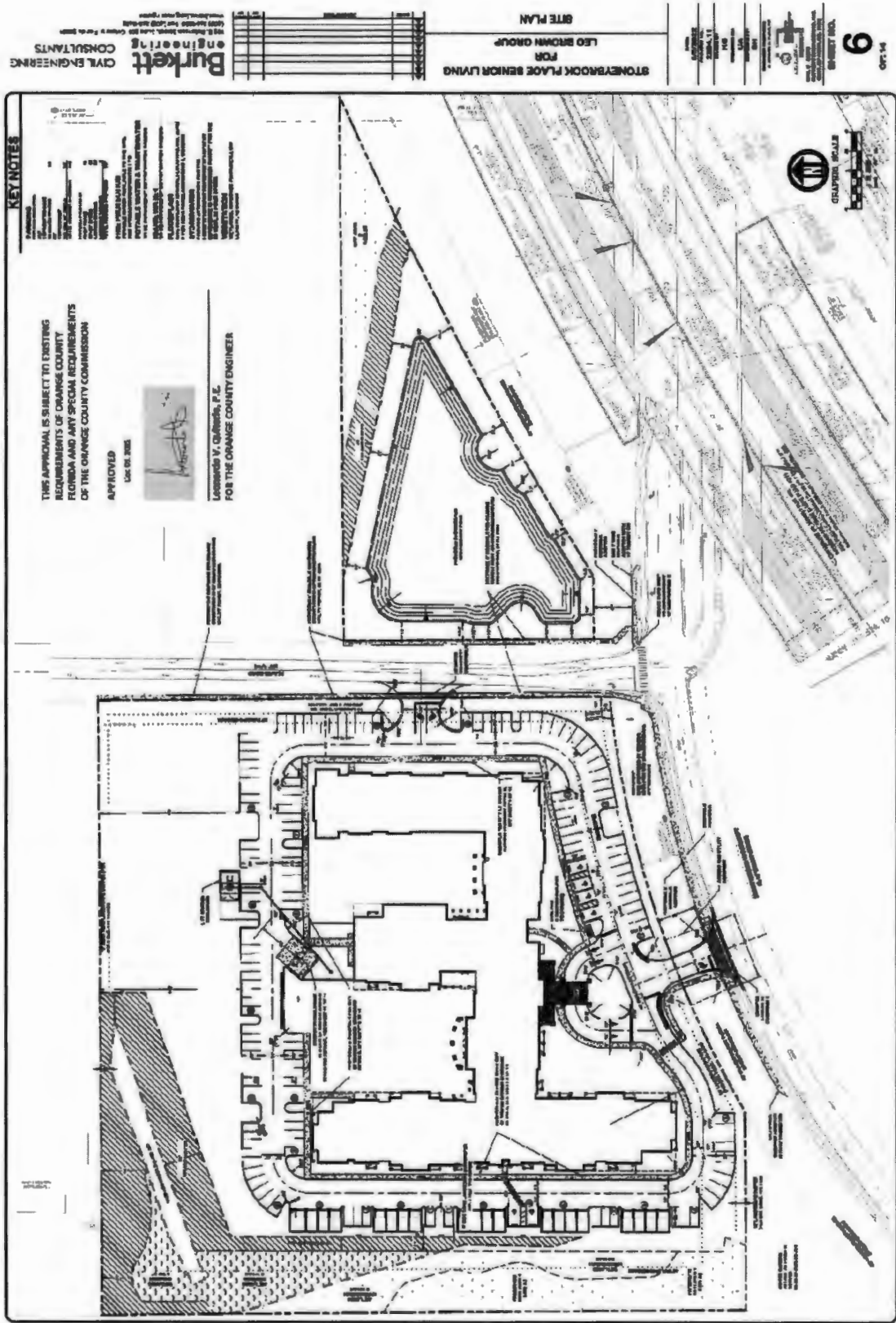
[Symbol]	EXISTING UTILITIES
[Symbol]	EXISTING UTILITIES TO BE MAINTAINED
[Symbol]	EXISTING UTILITIES TO BE REPAIRED
[Symbol]	EXISTING UTILITIES TO BE DELETED
[Symbol]	EXISTING UTILITIES TO BE RELOCATED

THIS APPROVAL IS SUBJECT TO EXISTING REQUIREMENTS OF ORANGE COUNTY FLORIDA AND ANY SPECIAL REQUIREMENTS OF THE ORANGE COUNTY COMMISSION

APPROVED
 Oct 08, 2011

LEONARDO V. LOPEZ, P.E.
FOR THE ORANGE COUNTY ENGINEER





STONEYBROOK PLACE SENIOR LIVING
FOR
LEO BROWN GROUP
PAYING, GRADING, AND DRAINAGE PLAN

10
SHEET NO.
OF 14

Burkett CIVIL ENGINEERING CONSULTANTS
Burkett Engineering Consultants
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