



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: October 18, 2016

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** September 28, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

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

**CONTACT  
PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION  
REQUESTED:** APPROVAL AND EXECUTION OF LAND EXCHANGE  
AGREEMENT BETWEEN HAMLIN RETAIL PARTNERS WEST, LLC  
AND ORANGE COUNTY, RESOLUTION FROM ORANGE COUNTY,  
COUNTY DEED FROM ORANGE COUNTY TO HAMLIN RETAIL  
PARTNERS WEST, LLC, APPROVAL OF NON-EXCLUSIVE  
DRAINAGE EASEMENT (JOINT USE) AND NON-EXCLUSIVE  
ACCESS AND DRAINAGE EASEMENT BETWEEN HAMLIN  
RETAIL PARTNERS WEST, LLC AND ORANGE COUNTY AND  
AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY  
AND INCIDENTAL TO CLOSING

**PROJECT:** New Independence Parkway Stormwater Pond and Access Drive  
  
District 1

**PURPOSE:** To authorize an exchange of property to provide for access, construction,  
operation, and maintenance of a stormwater pond and access drive.

**ITEMS:** Land Exchange Agreement  
  
Resolution

County Deed  
Revenue: None/Exchange  
Total size: 6.64 acres

Non-Exclusive Drainage Easement (Joint Use)  
Cost: None/Exchange  
Size: 4.35 acres

Non-Exclusive Access and Drainage Easement  
Cost: None/Exchange  
Size: 19,998 square feet

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department  
Transportation Planning Division

**REMARKS:** These conveyances are in accordance with the Land Exchange Agreement (Exchange) between Hamlin Retail Partners West, LLC (Hamlin) and Orange County (County) which is being approved as part of this action.

The County Deed to Hamlin is subject to restrictions contained in the Quit Claim Deed recorded September 23, 2016 as Document No.: 20160501633 from the Central Florida Expressway Authority (CFX) to County for all rights of ingress, egress, light, air, and view to, from, or across any State Road (SR) 429 right-of-way property adjoining said right-of-way, including existing limited-access rights to, from, or across the lands being conveyed. Hamlin will have no rights of ingress, egress, or access to SR 429 from the lands being conveyed. The Easements between Hamlin and County will not be subject to any of the CFX restrictions as these parcels are not adjacent to the CFX right-of-way for SR 429.

Hamlin, its successors and/or assigns, shall assume the obligation to maintain the existing Drainage Improvements and reserves the right to jointly utilize the Drainage Easement Area to accommodate drainage and retention from their adjoining lands. The Drainage Easement Area may be expanded, relocated, and/or reconfigured by Hamlin on their adjoining lands, at no cost to County, upon reasonable notice to and approval by County, provided that County's access and drainage requirements are continually maintained to County's satisfaction during and after any such expansion, relocation, and/or reconfiguration.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

OCT 18 2016

Prepared by and return to:  
James G. Willard, Esq.  
Shutts & Bowen, LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801

Tax Parcel I.D. No.: 20-23-27-0000-00-007

## **LAND EXCHANGE AGREEMENT**

**(New Independence Parkway  
Stormwater Pond and Access Drive)**

This Land Exchange Agreement (the **"Agreement"**) is made and entered into as of the latest date of execution (the **"Effective Date"**), by and between **Hamlin Retail Partners West, LLC**, a Florida limited liability company, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819 (**"Owner"**), and **Orange County**, a charter county and political subdivision of the State of Florida (**"County"**), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

### **WITNESSETH:**

WHEREAS, Owner is the fee owner of certain land located in the Horizon West area of west Orange County lying west of S.R. 429 and south New Independence Parkway; and

WHEREAS, in accordance with that certain Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority (**"CFX"**) and County (the **"CFX Transfer Agreement"**) effective as of September 20, 2016, County acquired title to certain road right-of-way parcels, including, but not limited to, an easement interest in that certain stormwater pond containing approximately 5.46 acres and more particularly described in

the attached **Exhibit “A”** and fee interest in those certain parcels more particularly described in the attached **Exhibit “B”**; and

WHEREAS, the stormwater pond easement and parcels described in the attached Exhibits “A” and “B” are hereinafter collectively sometimes referred to as the **“Hamlin Parcels”**; and

WHEREAS, County and Hamlin, in accordance with this Agreement, intend to effectuate a land exchange whereby County will convey to Owner the Hamlin Parcels and Owner will convey to County that portion of its property consisting of a perpetual stormwater easement over 4.35 acres of land more particularly described in the attached **Exhibit “C”**, and an easement over .46 acres providing access and drainage from New Independence Parkway as further described in the attached **Exhibit “D”**; and

WHEREAS, the stormwater easement described in Exhibit “C” and the access and drainage easement described in Exhibit “D” are sometimes hereafter referred to collectively as the **“County Parcels”**; and

WHEREAS, the Hamlin Parcels and the County Parcels are graphically depicted on the Project Location Map attached hereto as **Exhibit “E”**; and

WHEREAS, County has determined that its actions set forth herein shall further the health, safety and welfare of its citizens and constituents; and

WHEREAS, the parties desire to exchange properties in accordance with Section 125.37, Florida Statutes and those conditions more particularly set forth in this Agreement, and County has complied with all requirements to effectuate such exchange; and

WHEREAS, the parties desire to set forth the terms, conditions and agreements governing the exchange of properties as set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits derived herefrom, the public interest and other good and valuable consideration, the receipt and delivery of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into the terms of this Agreement.

2. Conveyance of Land by Owner to County. Owner shall convey the County Parcels to County in accordance with the following provisions:

(a) Owner shall convey to County the County Parcels pursuant to the form of Nonexclusive Drainage Easement attached hereto as **Exhibit “F”** and the Nonexclusive Access and Drainage Easement attached hereto as **Exhibit “G”** within one hundred twenty (120) days of the Effective Date. In the event conveyance does not take place within such 120 days, the Manager of the Orange County Real Estate Division may grant one extension of no more than 120 days to convey.

(b) Procedure. The conveyance of the County Parcels shall be free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Owner shall pay all costs associated with the conveyance of the County Parcels, including recording fees and documentary stamps related to such conveyance.

(c) Title Policy. No less than thirty (30) days prior to conveyance of the County Parcels, Owner shall deliver to County, at Owner’s sole cost and expense, a commitment to issue an Owner’s Policy of Title Insurance naming County as the insured (the **“Title Commitment”**). The original Owner’s Policy of Title Insurance (the **“Title Policy”**) shall be delivered to County within thirty (30) days after the conveyance of the County Parcels.

(d) Compliance with Section 286.23, Florida Statutes. Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

3. Conveyance of Land by County to Owner. County shall convey the Hamlin Parcels to Owner within one hundred twenty (120) days after the Effective Date. The Hamlin Parcels shall be conveyed by County deed, pursuant to Section 125.411, Florida Statutes, and shall be subject to such restrictions and reservations of rights in favor of CFX as set forth in the CFX Transfer Agreement and deeds conveying the Hamlin Parcels from CFX to County. Owner shall pay all recording costs associated with the conveyance of the Hamlin Parcels, together with any documentary stamps related to such conveyance.

4. Application of Section 125.37, Florida Statutes.

(a) It is the intent of County and Owner that the conveyances as set forth in Sections 2 and 3 above shall be deemed to be an exchange of property pursuant to Section 125.37, Florida Statutes, it being understood that the Hamlin Parcels to be conveyed to Owner shall be subject to Owner's obligation to convey County Parcels to County.

(b) Other than the exchange of properties as set forth in above, there shall be no additional consideration either charged to or received by either the County or Owner for the exchange of the properties.

(c) Owner shall be responsible for the cost to publish the notices required by Section 125.37, Florida Statutes, to accomplish the property exchange. County shall be responsible for the preparation and submission of such notices, and Owner shall reimburse County for the publication costs within thirty (30) days of County's delivery of an invoice to Owner.

(d) County shall take those actions necessary to prepare and consider for adoption a resolution as required by Section 125.37, Florida Statutes, to authorize the exchange of properties as contemplated herein. Such resolution may be considered contemporaneously with the Agreement.

5. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Hamlin Retail Partners West, LLC  
7586 West Sand Lake Road  
Orlando, Florida 32819  
Attention: Scott T. Boyd

With a copy to: Shutts & Bowen, LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801  
Attention: James G. Willard

As to County: Orange County Administrator  
P.O. Box 1393  
201 S. Rosalind Ave  
Orlando, FL 32802-1393

With a copy to: Orange County Community, Environmental,  
and Development Services Department  
Manager, Transportation Planning Division  
Orange County Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205

6. Termination. Upon recordation in the Orange County Public Records of both the deeds and easements to the Hamlin Parcels and the County Parcels, this Agreement shall automatically terminate and be of no further force or effect.

7. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

8. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

9. Further Documentation. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

10. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) Limitations on County's Remedies. Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amounts of any impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by

Owner, but which Owner has failed or refused to do when required; or

(iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or

(iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the County Parcels or any other land as County may lawfully elect.

(b) Limitations on Owner's Remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

(i) action for specific performance; or

(ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of Owner; or

(iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

11. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

12. Counterparts. This Agreement and any amendment(s) may be executed in up to two (2) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

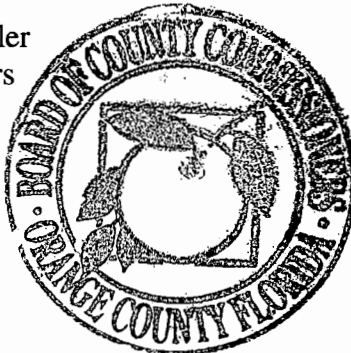
*TJ* Teresa Jacobs,  
Orange County Mayor

Date: 10.18.16

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners


By: *Katie Smith*  
Deputy Clerk

Printed Name: Katie Smith



WITNESSES:

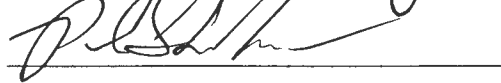
"OWNER"



HAMLIN RETAIL PARTNERS WEST, LLC,  
a Florida limited liability company

Print Name: Penny R. Nunes

By: BK Hamlin Retail Partners West, LLC, a  
Florida limited liability company, its Manager



Print Name: Paul Schumacher

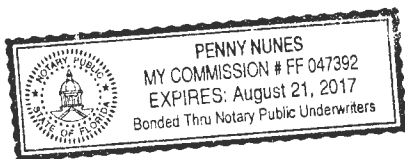
By:   
Scott T. Boyd, Manager

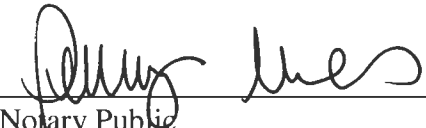
Date: 9/22/16

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 22nd day of September, 2016. He is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of September, 2016.



  
Notary Public

Print Name: Penny Nunes

My Commission Expires: 8/21/17

**Exhibit “A”**

**Stormwater Pond Easement Interest**

[See attached 1 page]

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
STATE ROAD 429  
SECTION 75320-6460-653**

**PARCEL 823**

**PERPETUAL EASEMENT "A"**

**LEGAL DESCRIPTION**

A portion of the West 1/2 of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows.

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 20; thence run N.89°38'51"E. along the South line of said Northwest 1/4 of Section 20 a distance of 2347.44 feet for a POINT OF BEGINNING; thence departing said South line of the Northwest 1/4 of Section 20, run N.13°37'21"W. a distance of 385.65 feet; thence N.78°20'16"E. a distance of 257.42 feet; thence S.22°06'59"E. a distance of 92.27 feet; thence run S.13°01'34"E. a distance of 445.93 feet to the point of curvature of a curve to the right, concave Southwesterly, having a radius of 2770.79 feet and a central angle of 01°47'20"; thence run Southeasterly along the arc of said curve a distance of 86.51 feet to a point on said curve said point also being a point on the East line of the Southwest 1/4 of said Section 20; thence run S.00°06'56"E. 320.38 feet along said East line of the Southwest 1/4 to the Southeast corner of the North 500 feet of the Southwest 1/4 of said Section 20; thence departing said East line, run along the South line of the North 500 feet of the Southwest 1/4 of said Section 20, S.89°38'51"W. a distance of 222.65 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 2546.65 feet and a central angle of 08°25'56"; thence run Northwesterly along said curve an arc distance of 374.80 feet from a chord bearing of N.09°24'23"W. to a point of tangency; thence N.13°37'21"W. a distance of 133.77 feet to the POINT OF BEGINNING.

Containing 5.460 acres, more or less.

July 24, 2003

**Exhibit “B”**

**Pond Access Drive and Remnant Parcel**

[See attached 4 page(s)]

## SKETCH OF DESCRIPTION

### LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East of Orange County, Florida

Being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 20 run North 89°37'40" East along the South line of said Northwest quarter for a distance of 2347.32 feet to a point on the West line of a perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 13°37'21" West along said West line for a distance of 384.84 feet to the Northwest corner of said Easement; thence run North 78°20'16" East along the North line of said easement for a distance of 202.39 feet to the POINT OF BEGINNING; thence departing said North line run North 13° 24' 58" West for a distance of 214.17 feet; thence run North 01° 00' 37" East for a distance of 103.27 feet; thence run North 13° 01' 34" West for a distance of 479.97 feet to a point on the Southerly right-of-way line of New Independence Parkway according to Official Records Book 7034, Page 1352 of the Public Records of Orange County, Florida; thence run North 89° 42' 32" East along said Southerly right-of-way line for a distance of 53.99 feet; thence run South 50° 27' 21" East for a distance of 3.85 feet to a point on the Westerly limited access right-of-way line of State Road 429 according to Florida department of Transportation Project No. 75320-653; thence run the following courses along said Westerly limited access right-of-way line; South 13° 01' 34" East for a distance of 471.78 feet; thence run South 01° 00' 37" West for a distance of 103.08 feet; thence run South 13° 01' 34" East for a distance of 200.00 feet; thence run South 22° 06' 59" East for a distance of 9.00 feet to the Northeast corner of aforesaid perpetual easement recorded in Official Records Book 7034, Page 1352; thence run South 78° 20' 16" West along aforesaid North line of said easement for a distance of 55.03 feet to the POINT OF BEGINNING;

Containing 1.00 acres

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787-1407 (407) 654-5355

### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, T23S, R27E AS BEING NORTH 89°37'40" EAST. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140096

DATE: 8/27/2015

SCALE: 1" = 200'

CALCULATED BY: JLR

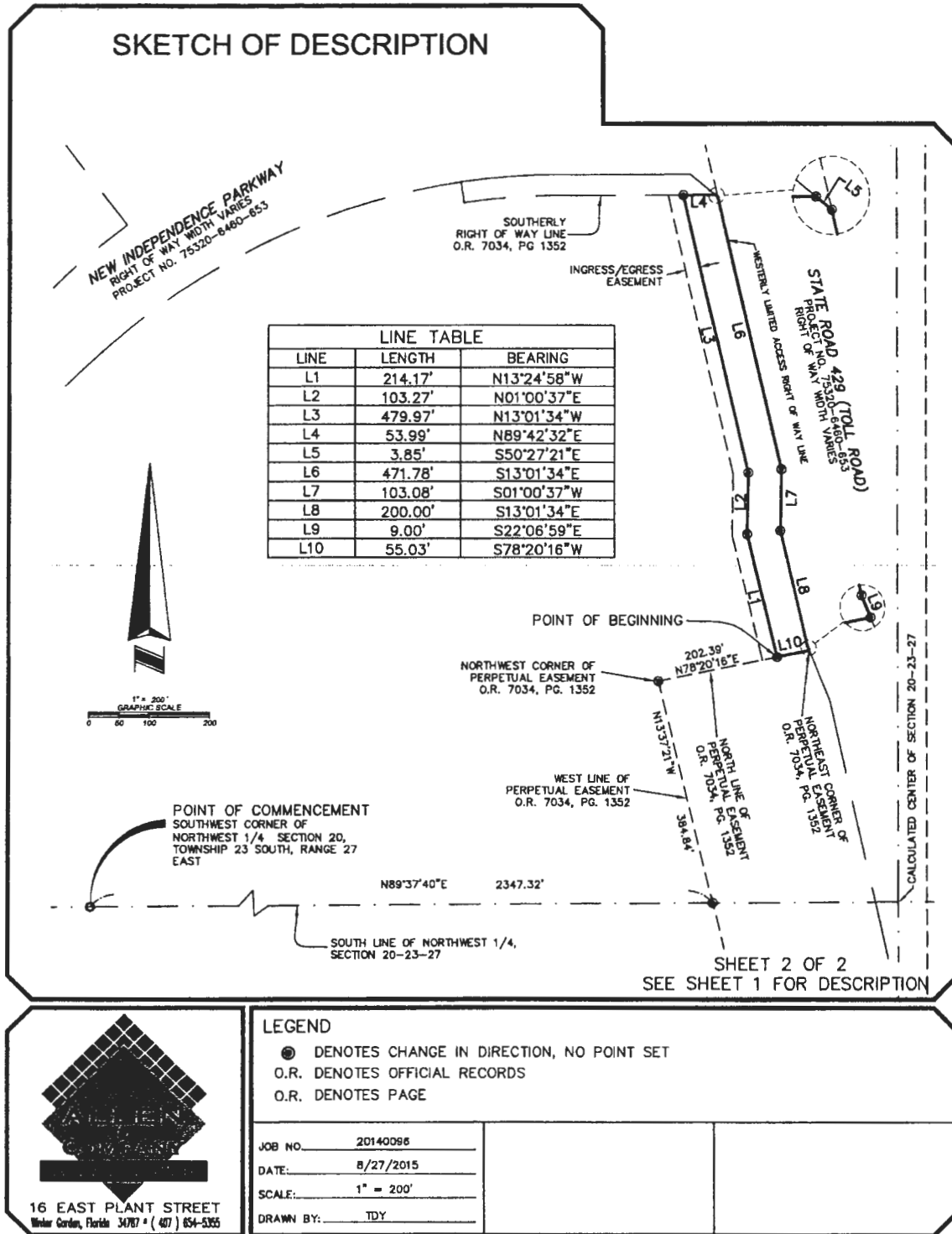
DRAWN BY: TDY

CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #6723

Drawing name: L:\Data\20140096\sketches\sketch 2 sheet 1



## SKETCH OF DESCRIPTION

SHEET 1 OF 2

### LEGAL DESCRIPTION

#### RIGHT OF WAY PARCEL 224

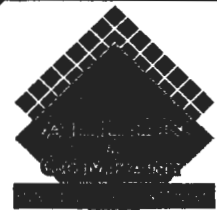
A portion of the East 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 23 South, Range 27 East, Orange County, Florida; thence run S.00°00'39"E. along the East line of the Northeast 1/4 of said Section 20 a distance of 1352.10 feet to a point on the existing South right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43' 18"W. along said existing South right of way line of McKinney Road a distance of 2650.58 feet to a point on the West line of the East 1/2 of said Section 20; thence run S.00°06'56"E. along said West line of the East 1/2 a distance of 1475.16 feet for a POINT OF BEGINNING said point also being a point on a curve concave Southwesterly, having a radius of 2770.79 feet and a central angle of 06°41' 12"; thence departing said West line of the East 1/2, from a chord bearing of S.07°53' 38"E., run Southeasterly along the arc of said curve a distance 323.36 feet to a point on said curve; thence run S.89°38'51"W. 43.74 feet to a point on the aforesaid West line of the East 1/2 of Section 20; thence run N.00°06'56"W. along said West line of the East 1/2 a distance of 320.38 feet to the POINT OF BEGINNING.

Containing 8023(D) 7995(C) square feet, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1(D)	43.74'	S89°38'51"W
L2(D)	320.38'	N00°06'56"W
L3(C)	319.74'	N00°06'54"W
L4(C)	43.69'	S89°37'40"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1(D)	2770.79'	323.36'	323.18'	S07°53'38"E	6°41'12"
C2(C)	2771.14'	322.70'	322.52'	N07°54'03"W	6°40'20"



16 East Plant Street  
Maitland, Florida 32751 (407) 654-5355

### SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF THE EAST 1/2 OF SECTION 20-23-27 BEING AN ASSUMED BEARING OF S00°06'56"E.

JOB NO. 20140096

DATE: 9-10-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5833

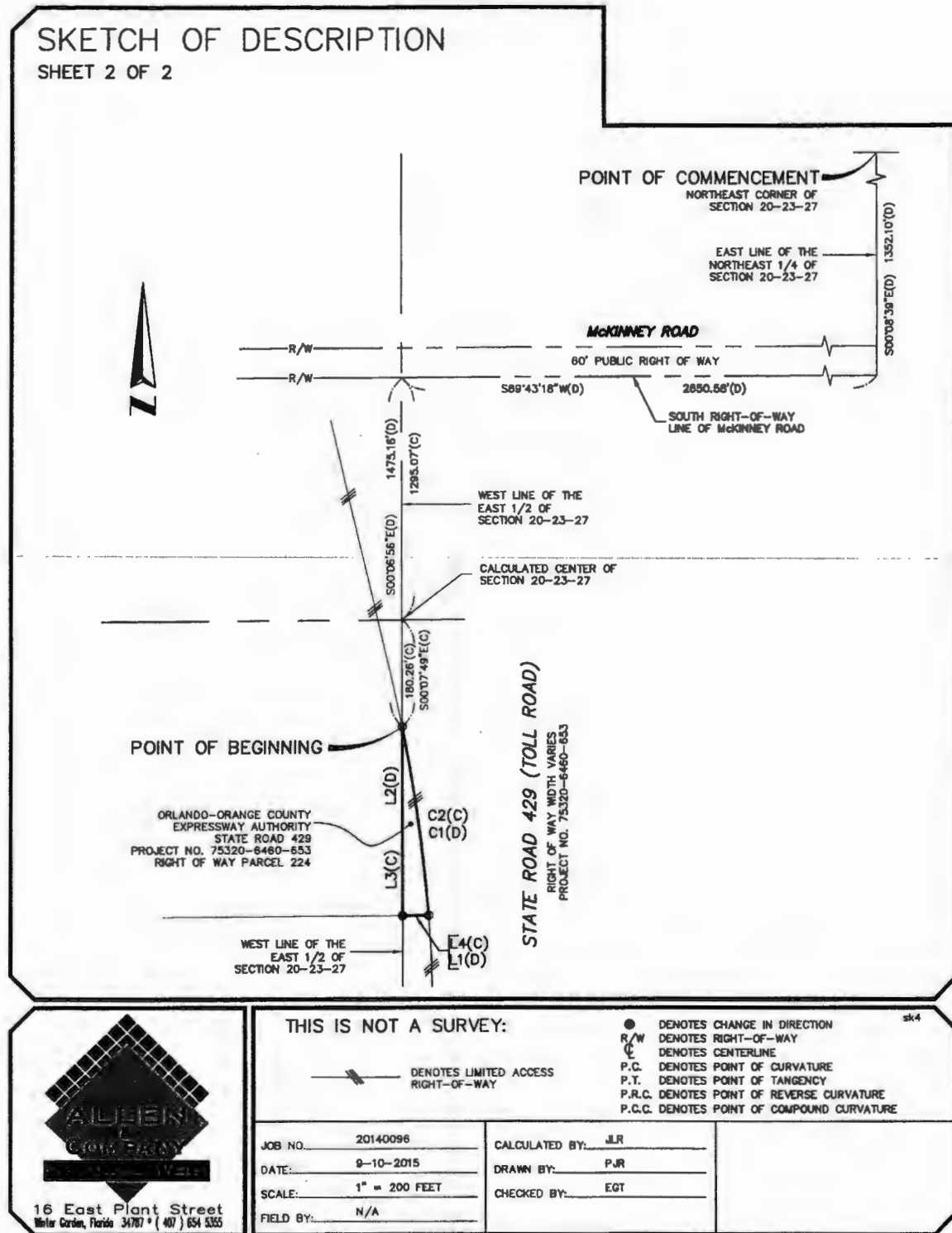


Exhibit B – Page 4 of 4

**Exhibit "C"**

**New Stormwater Pond Easement,  
Legal Description and Sketch of Description**

[See attached 3 page(s)]

## SKETCH OF DESCRIPTION

SHEET 1 OF 3

### LEGAL DESCRIPTION ( Orange County Easement)

A parcel of land comprising a portion of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of oforesaid Section 20 thence run North 89°37'40" East along the South line of the Northwest 1/4 of said Section 20 for a distance of 2347.32 feet to a point on the West line of a perpetual easement according to Official Records Book 7034, Page 1352 of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence departing said South line run North 13° 37' 21" West along said West line for a distance of 384.84 feet to the Northwest corner of said easement; thence run North 78° 20' 16" East along the North line of said easement for a distance of 196.41 feet; thence departing said North line run South 22° 06' 59" East for a distance of 98.57 feet; thence run South 13° 01' 34" East for a distance of 441.16 feet to the point of curvature of a curve, concave Westerly having a radius of 2710.79 feet, with a chord bearing of South 08° 50' 39" East, and a chord distance of 395.36 feet, thence run Southeasterly along the arc of said curve through a central angle of 08° 21' 50" for an arc distance of 395.71 feet to a point on a non tangent line; thence run South 89° 37' 40" West for a distance of 207.21 feet to a point on a non tangent curve concave Westerly having a radius of 2546.65 feet, with a chord bearing of North 09° 15' 58" West, and a chord distance of 373.49 feet, thence run Northwesterly along the arc of said curve through a central angle of 08° 24' 38" for an arc distance of 373.83 feet to a point on a non tangent line; thence run North 13° 37' 21" West a distance of 134.58 feet to the POINT OF BEGINNING.

Containing 4.35 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654-5355

### SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 20-23-27 BEING AN ASSUMED BEARING OF N89°37'40"E

JOB NO. 20140095

DATE 9-9-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PUR

CHECKED BY: EGT

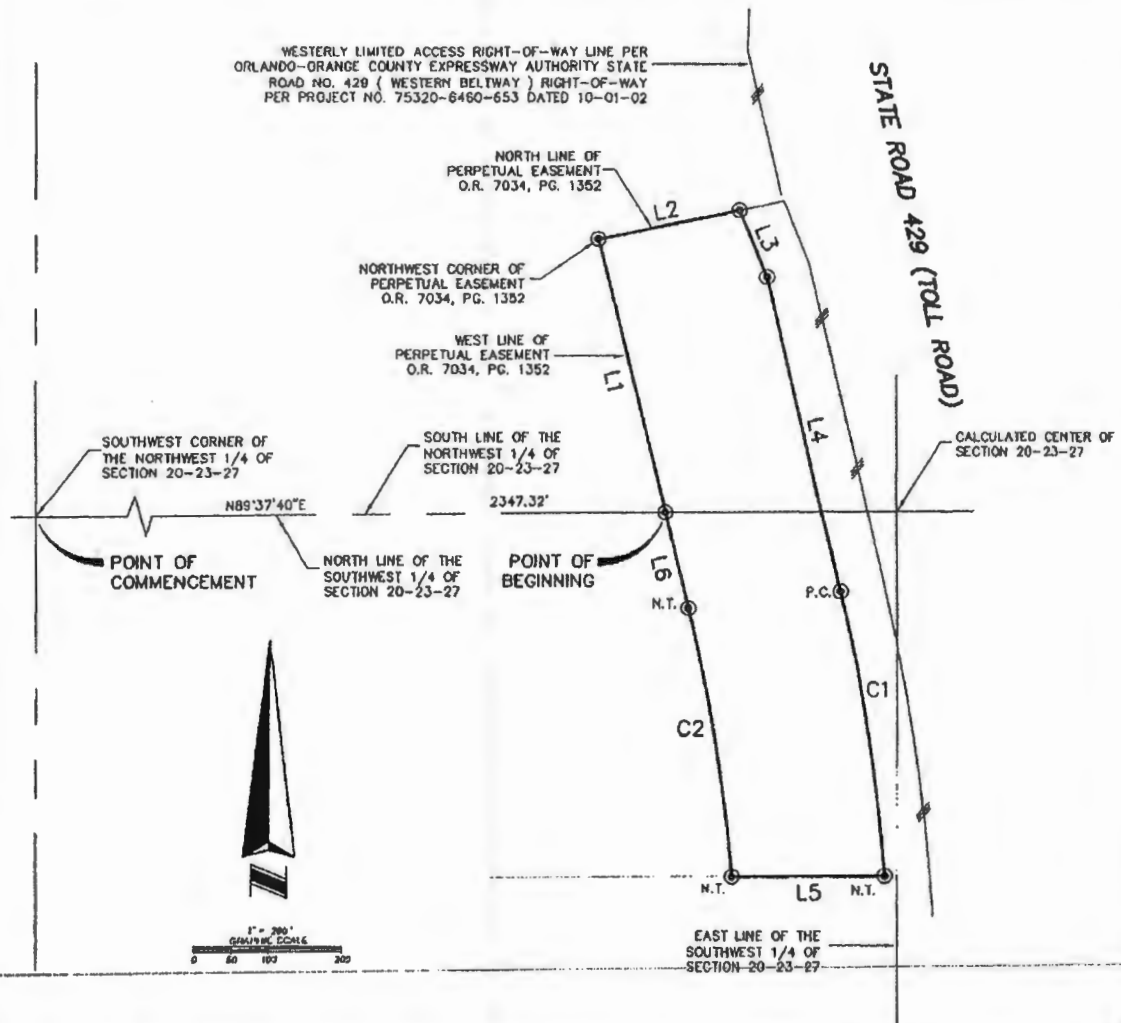
FOR THE LICENSED BUSINESS # 0723 BY:

JAMES L. LICHMAN P.S.M. # 5633

# SKETCH OF DESCRIPTION

SHEET 2 OF 3

ORANGE COUNTY EASEMENT



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5365

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

© DENOTES CHANGE IN DIRECTION  
R/W DENOTES RIGHT-OF-WAY  
C DENOTES CENTERLINE  
P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY  
P.R.C. DENOTES POINT OF REVERSE CURVATURE  
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20140086

DATE: 9-9-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGT

# SKETCH OF DESCRIPTION

SHEET 3 OF 3

ORANGE COUNTY EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	384.84'	N13°37'21"W
L2	196.41'	N78°20'16"E
L3	98.57'	S22°06'59"E
L4	441.16'	S13°01'34"E
L5	207.21'	S89°37'40"W
L6	134.58'	N13°37'21"W

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	2710.79'	395.71'	395.36'	S08°50'39"E
C2	2546.65'	373.83'	373.49'	N09°15'58"W



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654-5355

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

● DENOTES CHANGE IN DIRECTION  
 R/W DENOTES RIGHT-OF-WAY  
 C DENOTES CENTERLINE  
 P.C. DENOTES POINT OF CURVATURE  
 P.T. DENOTES POINT OF TANGENCY  
 P.R.C. DENOTES POINT OF REVERSE CURVATURE  
 P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20140096

DATE: 9-9-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGI

Exhibit C – Page 3 of 3

**Exhibit "D"**

**New Pond Access and Drainage Easement,  
Legal Description and Sketch of Description**

[See attached 2 page(s)]

## LEGAL DESCRIPTION

### INGRESS-EGRESS EASEMENT

A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East of Orange County, Florida

Being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 20 run North 89°37'40" East along the South line of said Northwest quarter for a distance of 2347.32 feet to a point on the West line of a perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 13°37'21" West along said West line for a distance of 384.84 feet; thence run North 78°20'16" East for a distance of 177.38 feet to the POINT OF BEGINNING; thence run North 13°24'58" West for a distance of 216.57 feet; thence run North 01°00'37" East for a distance of 103.36 feet; thence run North 13°01'34" West for a distance of 482.54 feet to a point on the right of way "B" recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 89°42'32" East for a distance of 25.63 feet; thence run South 13°01'34" East for a distance of 479.97 feet; thence run South 01°00'37" West for a distance of 103.27 feet; thence run South 13°24'58" East for a distance of 214.17 feet to a point on the North line of the aforesaid perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run South 78°20'16" West for a distance of 25.01 feet to the POINT OF BEGINNING;

Containing 19998 square feet, 0.46 acres more or less.

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

#### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, T23S, R27E AS BEING NORTH 89°37'40" EAST. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140096

DATE: 8/27/2015

SCALE: 1" = 200'

CALCULATED BY: JLR

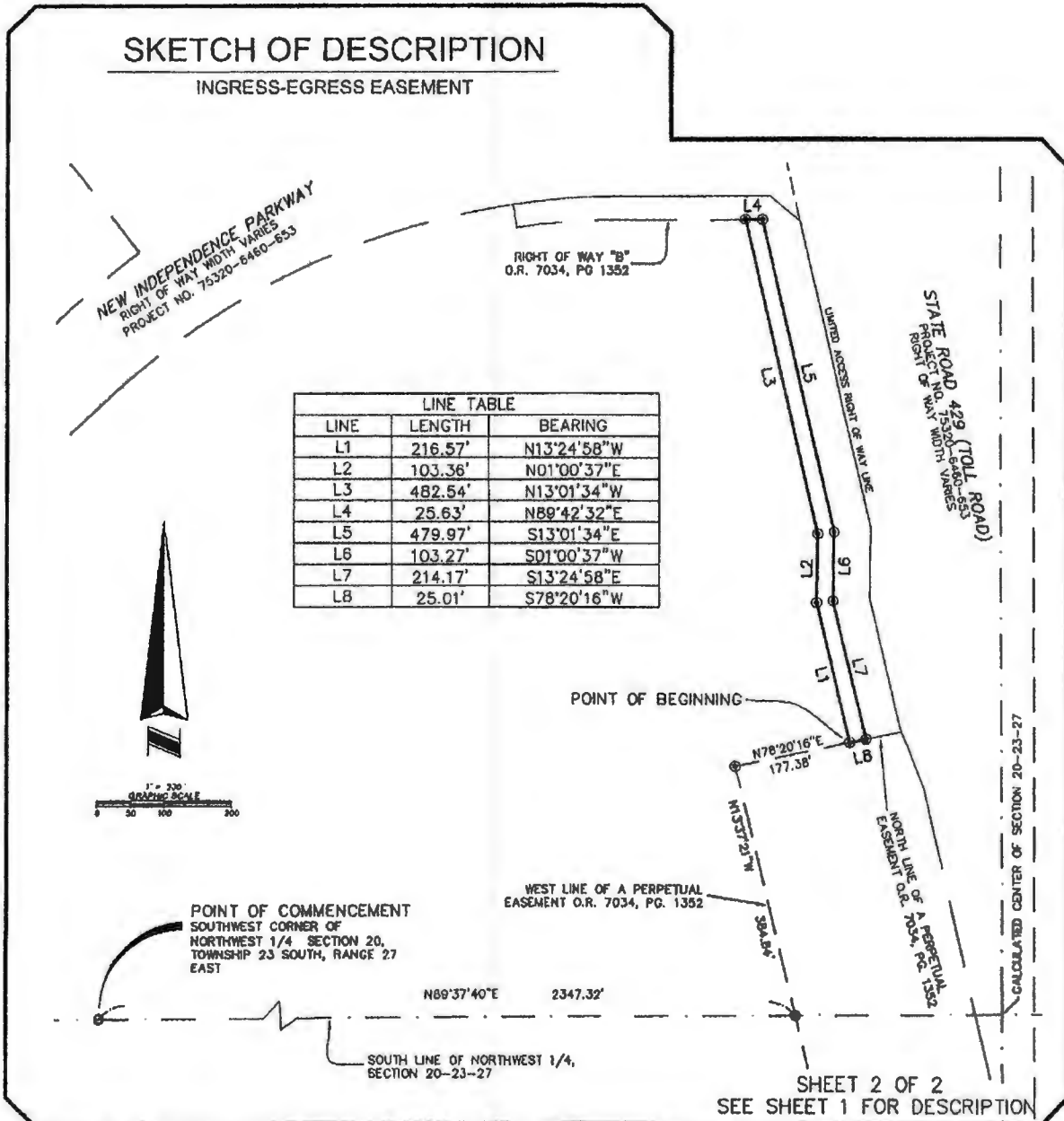
DRAWN BY: TDY

CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20140096\sketches\sketch 1-Ingress egress easement sheet 1



#### LEGEND

- DENOTES CHANGE IN DIRECTION, NO POINT SET
- O.R. DENOTES OFFICIAL RECORDS
- P.G. DENOTES PAGE

JOB NO. 20140096  
DATE: 8/27/2015  
SCALE: 1" = 200'  
DRAWN BY: TDY

Drawing name: L:\Data\20140096\sketches\sketch 1- Ingress egress easement sheet 2

**Exhibit “E”**

**Project Location Map**

[See attached 2 page(s)]

PROJECT LOCATION MAP  
"COUNTY TO OWNER"

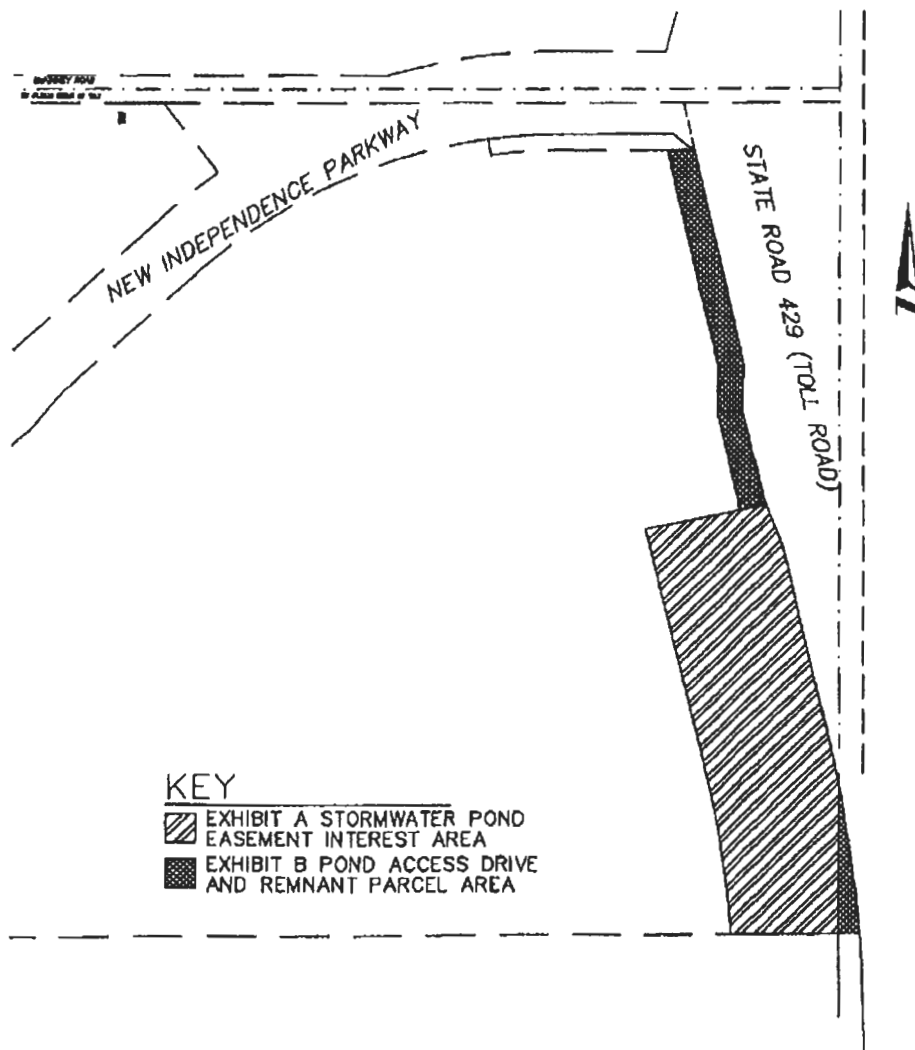


EXHIBIT E  
PAGE 1 OF 2

PROJECT LOCATION MAP  
"OWNER TO COUNTY"

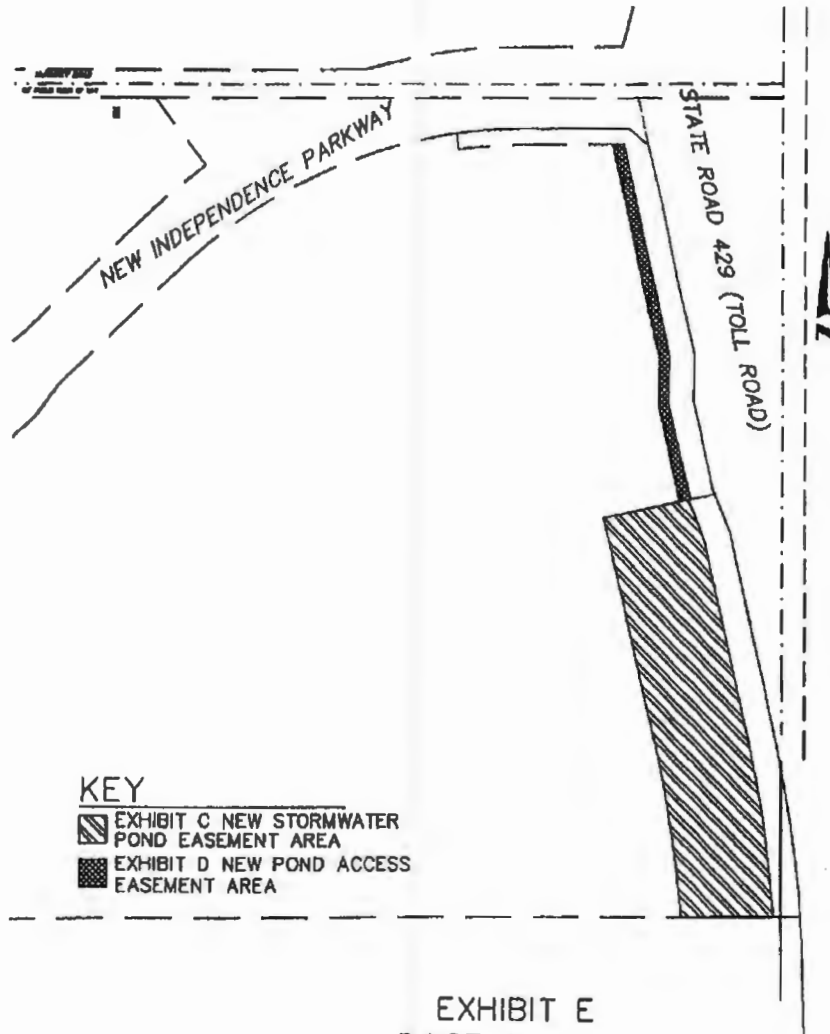


EXHIBIT E  
PAGE 2 OF 2

**Exhibit “F”**

**Non-Exclusive Drainage Easement**

[See attached 5 page(s)]

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

James G. Willard, Esq.  
**SHUTTS & BOWEN LLP**  
300 S. Orange Avenue, Suite 1000  
Orlando, FL 32801  
(407) 423-3200

**Project: New Independence Parkway Stormwater Pond and Access  
Drive**

For Recording Purposes Only

**NON-EXCLUSIVE DRAINAGE EASEMENT**

(Joint Use)

**THIS NON-EXCLUSIVE DRAINAGE EASEMENT** (this “**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, whose address is 7586 W. Sand Lake Road, Orlando, Florida 32819 (hereinafter referred to as the “**GRANTOR**”), in favor of **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the “**GRANTEE**”).

**WITNESSETH**, That **GRANTOR** in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by **GRANTEE**, the receipt whereof is hereby acknowledged, does hereby give and grant to **GRANTEE** and its assigns, a perpetual, non-exclusive easement for drainage and retention purposes over, under, through, and upon the following described lands (the “**Drainage Easement Area**”) owned by **GRANTOR** and situate in Orange County aforesaid to-wit:

**SEE ATTACHED EXHIBIT “A”**

**Property Appraiser Parcel Identification Number:**

**A portion of**

**20-23-27-0000-00-007**

**TO HAVE AND TO HOLD** said non-exclusive easement unto said **GRANTEE** and its assigns forever.

The **Drainage Easement Area** contains drainage pipes, retention ponds and other drainage facilities (the “**Drainage Improvements**”) used for the purpose of accommodating stormwater drainage from that portion of New Independence Parkway located west of S.R. 429. Grantor, its successors and/or assigns, shall assume the obligation to maintain the **Drainage Improvements** at its sole expense.

**GRANTOR** further reserves unto itself, and its successors and assigns, all other rights accruing from its ownership of the **Drainage Easement Area** and use thereof for all purposes that are consistent with the purpose of this **Easement**, including but not limited to the reasonable right to jointly utilize the **Drainage Easement Area** and **Drainage Improvements** to accommodate

drainage and retention from adjoining lands owned by GRANTOR. The Drainage Easement Area and/or Drainage Improvements may be expanded, relocated, and/or reconfigured by GRANTOR, at no cost to GRANTEE, upon reasonable notice to and approval by GRANTEE and provided that GRANTEE'S drainage requirements are continually maintained to GRANTEE'S satisfaction during and after any such expansion, relocation, and/or reconfiguration of the Drainage Easement Area and/or Drainage Improvements.

GRANTEE and its assigns shall have the right, but not the obligation, to enter upon the Drainage Easement Area for purposes of maintaining and/or replacing the Drainage Improvements and to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the Drainage Improvements out of and away from the herein granted easement, and GRANTOR, its heirs, successors, and assigns agree not to build, construct or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the Drainage Improvements.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, Sealed, and Delivered in our  
presence as witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**HAMLIN RETAIL PARTNERS WEST,  
LLC**, a Florida limited liability company

By: **BK Hamlin Retail Partners West,  
LLC**, a Florida limited liability  
company, its Manager

By: \_\_\_\_\_  
Scott T. Boyd, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by **Scott T. Boyd**, Manager of **BK Hamlin Retail Partners West, LLC**, a Florida limited liability company, Manager of **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT "A"

### SKETCH OF DESCRIPTION

SHEET 1 OF 3

#### LEGAL DESCRIPTION ( Orange County Easement)

A parcel of land comprising a portion of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of aforesaid Section 20 thence run North 89°37'40" East along the South line of the Northwest 1/4 of said Section 20 for a distance of 2347.32 feet to a point on the West line of a perpetual easement according to Official Records Book 7034, Page 1352 of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence departing said South line run North 13° 37' 21" West along said West line for a distance of 384.84 feet to the Northwest corner of said easement; thence run North 78° 20' 16" East along the North line of said easement for a distance of 196.41 feet; thence departing said North line run South 22° 06' 59" East for a distance of 98.57 feet; thence run South 13° 01' 34" East for a distance of 441.16 feet to the point of curvature of a curve, concave Westerly having a radius of 2710.79 feet, with a chord bearing of South 08° 50' 39" East, and a chord distance of 395.36 feet, thence run Southeasterly along the arc of said curve through a central angle of 08° 21' 50" for an arc distance of 395.71 feet to a point on a non tangent line; thence run South 89° 37' 40" West for a distance of 207.21 feet to a point on a non tangent curve concave Westerly having a radius of 2546.65 feet, with a chord bearing of North 09° 15' 58" West, and a chord distance of 373.49 feet, thence run Northwesterly along the arc of said curve through a central angle of 08° 24' 38" for an arc distance of 373.83 feet to a point on a non tangent line; thence run North 13° 37' 21" West a distance of 134.58 feet to the POINT OF BEGINNING.

Containing 4.35 acres more or less.


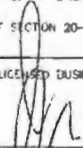
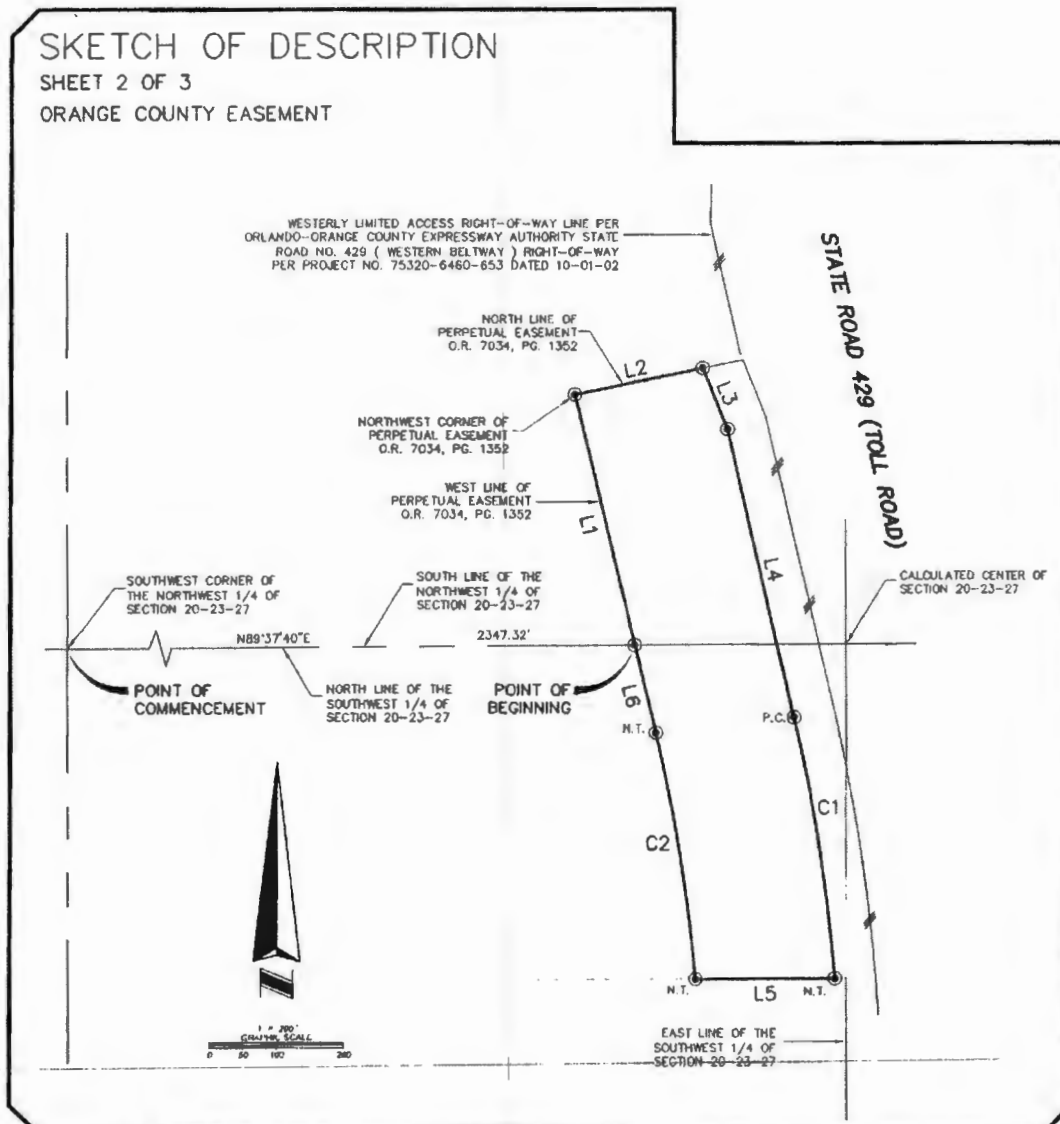
 <b>ALLEN COMPANY</b> PROFESSIONAL SURVEYOR & MAPPING 16 East Plant Street Winter Garden, Florida 34787 • (407) 854-5355	<b>SURVEYOR'S NOTES:</b>		
	THIS IS NOT A SURVEY. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		
	BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 20-23-27 BEING AN ASSUMED BEARING OF N89°37'40"E		
	JOB NO. 20140096	CALCULATED BY: JLR	FOR THE LICENSED BUSINESS # 6723 BY:
	DATE: 9-9-2015	DRAWN BY: PJR	 JAMES L. RICHMAN P.S.M. # 5633
SCALE: 1" = 200 FEET	CHECKED BY: EGT		
FIELD BY: N/A			

EXHIBIT "A"

Page 1 of 3




 <b>ALLEN COMPANY</b> 16 East Plant Street Winter Garden, Florida 34787 • (407) 654-5365	<b>THIS IS NOT A SURVEY:</b>  N.T. DENOTES NON TANGENT		● DENOTES CHANGE IN DIRECTION R/W DENOTES RIGHT-OF-WAY C DENOTES CENTERLINE P.C. DENOTES POINT OF CURVATURE P.T. DENOTES POINT OF TANGENCY P.R.C. DENOTES POINT OF REVERSE CURVATURE P.C.C. DENOTES POINT OF COMPOUND CURVATURE
	JOB NO. 20140056	CALCULATED BY: JLR	
	DATE: 9-9-2015	DRAWN BY: PJR	
	SCALE: 1" = 200 FEET	CHECKED BY: EGT	
FIELD BY: N/A			

EXHIBIT "A"  
Page 2 of 3

# SKETCH OF DESCRIPTION

SHEET 3 OF 3

ORANGE COUNTY EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	384.84'	N13°37'21"W
L2	196.41'	N78°20'16"E
L3	98.57'	S22°06'59"E
L4	441.16'	S13°01'34"E
L5	207.21'	S89°37'40"W
L6	134.58'	N13°37'21"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2710.79'	395.71'	395.36'	S08°50'39"E	8°21'50"
C2	2546.65'	373.83'	373.49'	N09°15'58"W	8°24'38"



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 854-5355

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

● DENOTES CHANGE IN DIRECTION  
R/W DENOTES RIGHT-OF-WAY  
C DENOTES CENTERLINE  
P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY  
P.R.C. DENOTES POINT OF REVERSE CURVATURE  
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20140096

DATE 9-8-2015

SCALE 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGT

EXHIBIT "A"  
Page 3 of 3

**Exhibit “G”**

**Non-Exclusive Access and Drainage Easement**

[See attached 4 page(s)]

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

James G. Willard, Esq.  
**SHUTTS & BOWEN LLP**  
300 S. Orange Avenue, Suite 1000  
Orlando, FL 32801  
(407) 423-3200

**Project: New Independence Parkway Stormwater Pond and Access  
Drive**

For Recording Purposes Only

**NON-EXCLUSIVE ACCESS AND DRAINAGE EASEMENT**

**THIS NON-EXCLUSIVE ACCESS AND DRAINAGE EASEMENT** (this "Easement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, whose address is 7586 W. Sand Lake Road, Orlando, Florida 32819 (hereinafter referred to as the "**GRANTOR**"), in favor of **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "**GRANTEE**").

**WITNESSETH**, That **GRANTOR** in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by **GRANTEE**, the receipt whereof is hereby acknowledged, does hereby give and grant to **GRANTEE** and its assigns, a perpetual, non-exclusive access and drainage easement over, under, through, and upon the following described lands (the "**Access Easement Area**") owned by **GRANTOR** and situate in Orange County aforesaid to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser Parcel Identification Number:**

**A portion of**

**20-23-27-0000-00-007**

**TO HAVE AND TO HOLD** said non-exclusive easement unto said **GRANTEE** and its assigns forever.

The Access Easement Area is to be used to provide access and drainage from New Independence Parkway to a drainage easement area also benefitting **GRANTEE** and conveyed to **GRANTOR** by **GRANTEE** concurrently herewith.

**GRANTOR** further reserves unto itself, and its successors and assigns, all other rights accruing from its ownership of the Access Easement Area and use thereof for all purposes that are consistent with the purpose of this Easement, including but not limited to the reasonable right to jointly utilize the Access Easement Area. The Access Easement Area may be expanded, relocated, and/or reconfigured by **GRANTOR**, at no cost to **GRANTEE**, upon reasonable notice

to and approval by GRANTEE and provided that GRANTEE'S access and drainage requirements are continually maintained to GRANTEE'S satisfaction during and after any such expansion, relocation, and/or reconfiguration of the Access Easement Area.

GRANTEE and its assigns shall have the right, but not the obligation, to enter upon the Access Easement Area for purposes of maintaining and/or replacing any access or drainage improvements located therein and to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal access for the purposes herein granted. Furthermore, GRANTOR, its heirs, successors and assigns agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures within the herein granted Access Easement Area.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, Sealed, and Delivered in our  
presence as witnesses:

**HAMLIN RETAIL PARTNERS WEST,  
LLC**, a Florida limited liability company

Print Name: \_\_\_\_\_

By: **BK Hamlin Retail Partners West,  
LLC**, a Florida limited liability  
company, its Manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Scott T. Boyd, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by **Scott T. Boyd**, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## LEGAL DESCRIPTION

### INGRESS-EGRESS EASEMENT

A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East of Orange County, Florida

Being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 20 run North 89°37'40" East along the South line of said Northwest quarter for a distance of 2347.32 feet to a point on the West line of a perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 13°37'21" West along said West line for a distance of 384.84 feet; thence run North 78°20'16" East for a distance of 177.38 feet to the POINT OF BEGINNING; thence run North 13°24'58" West for a distance of 216.57 feet; thence run North 01°00'37" East for a distance of 103.36 feet; thence run North 13°01'34" West for a distance of 482.54 feet to a point on the right of way "B" recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 89°42'32" East for a distance of 25.63 feet; thence run South 13°01'34" East for a distance of 479.97 feet; thence run South 01°00'37" West for a distance of 103.27 feet; thence run South 13°24'58" East for a distance of 214.17 feet to a point on the North line of the aforesaid perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run South 78°20'16" West for a distance of 25.01 feet to the POINT OF BEGINNING;

Containing 19998 square feet, 0.46 acres more or less.

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

#### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, T23S, R27E AS BEING NORTH 89°37'40" EAST. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140096

DATE: 6/27/2015

SCALE: 1" = 200'

CALCULATED BY: JLR

DRAWN BY: TDY

CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20140096\sketches\sketch 1--ingress egress easement sheet 1

EXHIBIT "A"  
Page 1 of 2

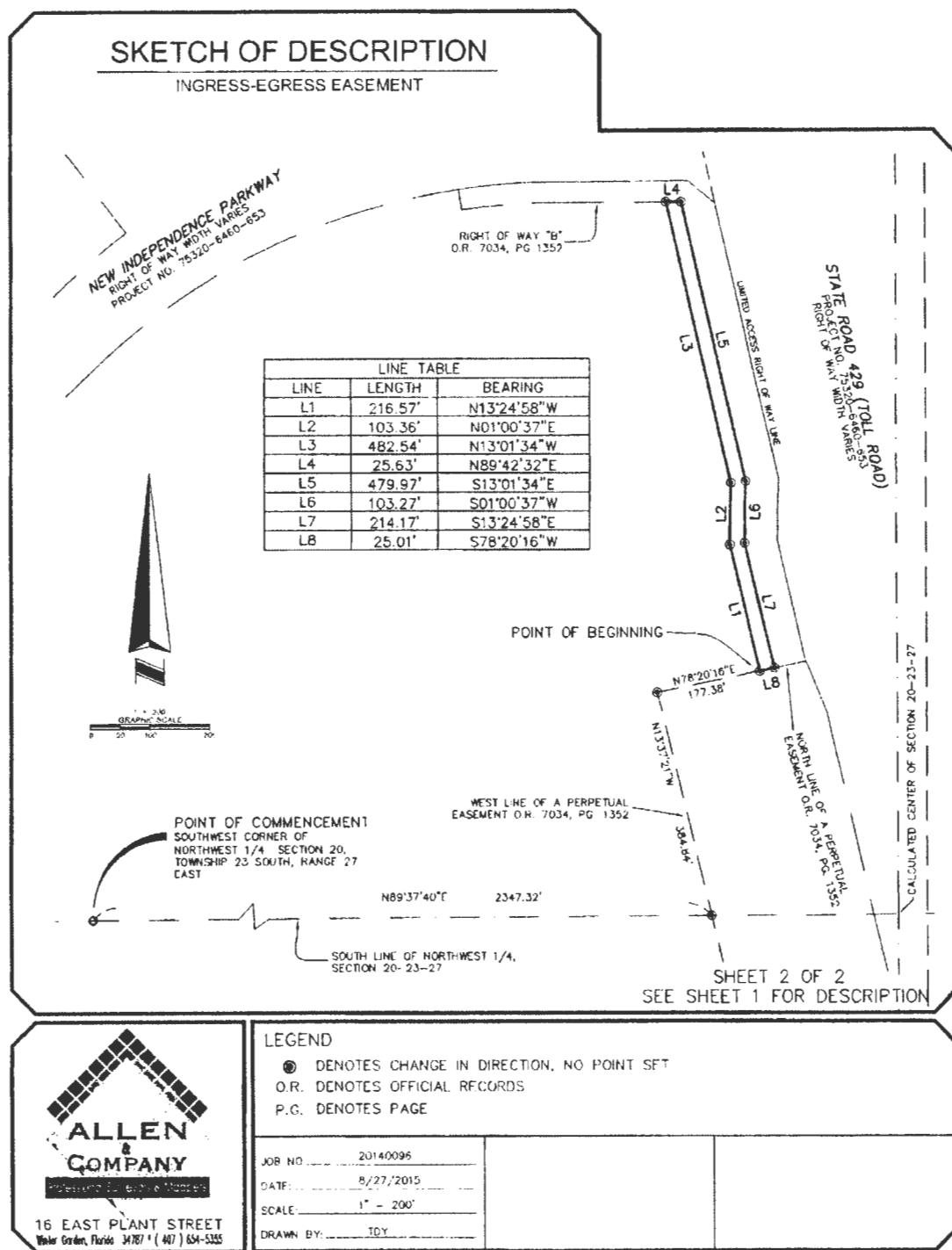


EXHIBIT "A"  
Page 2 of 2

Project: New Independence Parkway Stormwater Pond and Access Drive

**COUNTY DEED**

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Hamlin Retail Partners West, LLC, a Florida limited liability company, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

**SEE ATTACHED EXHIBITS "A" & "B"**

**Property Appraiser's Parcel Identification Number:**

**not assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

THIS CONVEYANCE is subject to the Restrictive Covenants as contained in that certain Quit Claim Deed recorded September 23, 2016, as Document No. 20160501633 of the Public Records of Orange County, Florida, and to all other covenants, easements, and restrictions of record.

Project: New Independence Parkway Stormwater Pond and Access Drive

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

DATE: 10-18-16

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board

BY: *Katie Smith*  
Deputy Clerk  
**Katie Smith**  
Printed Name

**This instrument prepared by:**

E. Price Jackson, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
STATE ROAD 429  
SECTION 75320-6460-653

PARCEL 823

PERPETUAL EASEMENT "A"

LEGAL DESCRIPTION

A portion of the West 1/2 of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows.

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 20; thence run N.89°38'51"E. along the South line of said Northwest 1/4 of Section 20 a distance of 2347.44 feet for a POINT OF BEGINNING; thence departing said South line of the Northwest 1/4 of Section 20, run N.13°37'21"W. a distance of 385.65 feet; thence N.78°20'16"E. a distance of 257.42 feet; thence S.22°06'59"E. a distance of 92.27 feet; thence run S.13°01'34"E. a distance of 445.93 feet to the point of curvature of a curve to the right, concave Southwesterly, having a radius of 2770.79 feet and a central angle of 01°47'20"; thence run Southeasterly along the arc of said curve a distance of 86.51 feet to a point on said curve said point also being a point on the East line of the Southwest 1/4 of said Section 20; thence run S.00°06'56"E. 320.38 feet along said East line of the Southwest 1/4 to the Southeast corner of the North 500 feet of the Southwest 1/4 of said Section 20; thence departing said East line, run along the South line of the North 500 feet of the Southwest 1/4 of said Section 20, S.89°38'51"W. a distance of 222.65 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 2546.65 feet and a central angle of 08°25'56"; thence run Northwesterly along said curve an arc distance of 374.80 feet from a chord bearing of N.09°24'23"W. to a point of tangency; thence N.13°37'21"W. a distance of 133.77 feet to the POINT OF BEGINNING.

Containing 5.460 acres, more or less.

July 24, 2003

## SKETCH OF DESCRIPTION

### LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East of Orange County, Florida

Being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 20 run North 89°37'40" East along the South line of said Northwest quarter for a distance of 2347.32 feet to a point on the West line of a perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 13°37'21" West along said West line for a distance of 384.84 feet to the Northwest corner of said Easement; thence run North 78°20'16" East along the North line of said easement for a distance of 202.39 feet to the POINT OF BEGINNING; thence departing said North line run North 13° 24' 58" West for a distance of 214.17 feet; thence run North 01° 00' 37" East for a distance of 103.27 feet; thence run North 13° 01' 34" West for a distance of 479.97 feet to a point on the Southerly right-of-way line of New Independence Parkway according to Official Records Book 7034, Page 1352 of the Public Records of Orange County, Florida; thence run North 89° 42' 32" East along said Southerly right-of-way line for a distance of 53.99 feet; thence run South 50° 27' 21" East for a distance of 3.85 feet to a point on the Westerly limited access right-of-way line of State Road 429 according to Florida department of Transportation Project No. 75320-653; thence run the following courses along said Westerly limited access right-of-way line; South 13° 01' 34" East for a distance of 471.78 feet; thence run South 01° 00' 37" West for a distance of 103.08 feet; thence run South 13° 01' 34" East for a distance of 200.00 feet; thence run South 22° 06' 59" East for a distance of 9.00 feet to the Northeast corner of aforesaid perpetual easement recorded in Official Records Book 7034, Page 1352; thence run South 78° 20' 16" West along aforesaid North line of said easement for a distance of 55.03 feet to the POINT OF BEGINNING;

Containing 1.00 acres

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, T23S, R27E AS BEING NORTH 89°37'40" EAST. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140098

DATE: 8/27/2015

SCALE: 1" = 200'

CALCULATED BY: JLR

DRAWN BY: TDY

CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #6633

Drawing name: L:\Data\20140098\sketches\sketch 2 sheet 1

# SKETCH OF DESCRIPTION

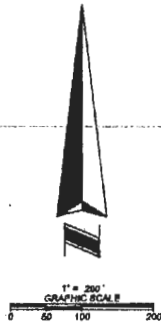
NEW INDEPENDENCE PARKWAY  
RIGHT OF WAY WIDTH VARIES  
PROJECT NO. 75320-6460-853

SOUTHERLY  
RIGHT OF WAY LINE  
O.R. 7034, PG 1352

INGRESS/EGRESS  
EASEMENT

STATE ROAD 429 (TOLL ROAD)  
PROJECT NO. 75308-8460-853  
RIGHT OF WAY WIDTH VARIES

LINE TABLE		
LINE	LENGTH	BEARING
L1	214.17'	N13°24'58"W
L2	103.27'	N01°00'37"E
L3	479.97'	N13°01'34"W
L4	53.99'	N89°42'32"E
L5	3.85'	S50°27'21"E
L6	471.78'	S13°01'34"E
L7	103.08'	S01°00'37"W
L8	200.00'	S13°01'34"E
L9	9.00'	S22°06'59"E
L10	55.03'	S78°20'16"W



POINT OF COMMENCEMENT  
SOUTHWEST CORNER OF  
NORTHWEST 1/4 SECTION 20,  
TOWNSHIP 23 SOUTH, RANGE 27  
EAST

POINT OF BEGINNING  
NORTHWEST CORNER OF  
PERPETUAL EASEMENT  
O.R. 7034, PG. 1352

WEST LINE OF  
PERPETUAL EASEMENT  
O.R. 7034, PG. 1352

NORTH LINE OF  
PERPETUAL EASEMENT  
O.R. 7034, PG. 1352

NORTHEAST CORNER OF  
PERPETUAL EASEMENT  
O.R. 7034, PG. 1352

N89°37'40"E 2347.32'

SOUTH LINE OF NORTHWEST 1/4,  
SECTION 20-23-27

CALCULATED CENTER OF SECTION 20-23-27

SHEET 2 OF 2  
SEE SHEET 1 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

## LEGEND

- DENOTES CHANGE IN DIRECTION, NO POINT SET
- O.R. DENOTES OFFICIAL RECORDS
- O.R. DENOTES PAGE

JOB NO. 20140098

DATE: 8/27/2015

SCALE: 1" = 200'

DRAWN BY: TDY

Drawing name: L:\Data\20140098\sketches\sketch 2 sheet 2

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

## LEGAL DESCRIPTION

RIGHT OF WAY PARCEL 224

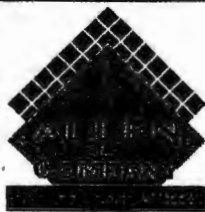
A portion of the East 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 23 South, Range 27 East, Orange County, Florida; thence run S.00°00'39"E. along the East line of the Northeast 1/4 of said Section 20 a distance of 1352.10 feet to a point on the existing South right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43' 18"W. along said existing South right of way line of McKinney Road a distance of 2650.58 feet to a point on the West line of the East 1/2 of said Section 20; thence run S.00°06'56"E. along said West line of the East 1/2 a distance of 1475.16 feet for a POINT OF BEGINNING said point also being a point on a curve concave Southwesterly, having a radius of 2770.79 feet and a central angle of 06°41' 12"; thence departing said West line of the East 1/2, from a chord bearing of S.07°53' 38"E., run Southeasterly along the arc of said curve a distance 323.36 feet to a point on said curve; thence run S.89°38'51"W. 43.74 feet to a point on the aforesaid West line of the East 1/2 of Section 20; thence run N.00°06'56"W. along said West line of the East 1/2 a distance of 320.38 feet to the POINT OF BEGINNING.

Containing 8023(D) 7995(C) square feet, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1(D)	43.74'	S89°38'51"W
L2(D)	320.38'	N00°06'56"W
L3(C)	319.74'	N00°06'54"W
L4(C)	43.69'	S89°37'40"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1(D)	2770.79'	323.36'	323.18'	S07°53'38"E	6°41'12"
C2(C)	2771.14'	322.70'	322.52'	N07°54'03"W	6°40'20"



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654-5355

## SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF THE EAST 1/2 OF SECTION 20-23-27 BEING AN ASSUMED BEARING OF S00°06'56"E.

JOB NO. 20140098

DATE: 9-10-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

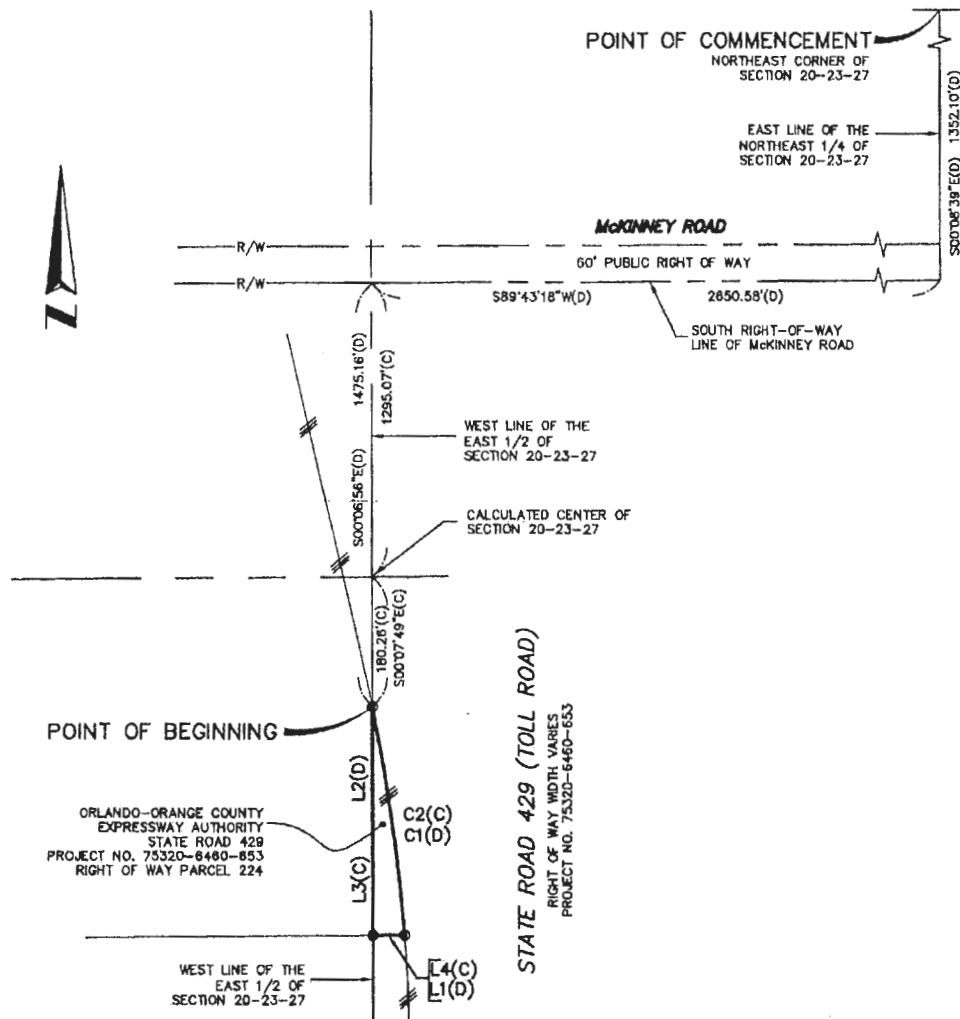
CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 8723 BY:

JAMES L. RICKMAN P.S.M. # 5633

# SKETCH OF DESCRIPTION

SHEET 2 OF 2



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654-5355

THIS IS NOT A SURVEY:

/// DENOTES LIMITED ACCESS  
RIGHT-OF-WAY

● DENOTES CHANGE IN DIRECTION  
R/W DENOTES RIGHT-OF-WAY  
C DENOTES CENTERLINE  
P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY  
P.R.C. DENOTES POINT OF REVERSE CURVATURE  
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20140096  
DATE: 9-10-2015  
SCALE: 1" = 200 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: EGT

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

James G. Willard, Esq.

**SHUTTS & BOWEN LLP**

300 S. Orange Avenue, Suite 1000  
Orlando, FL 32801

(407) 423-3200

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**OCT 18 2016**

**Project: New Independence Parkway Stormwater Pond and Access  
Drive**

For Recording Purposes Only

**NON-EXCLUSIVE DRAINAGE EASEMENT**

(Joint Use)

*22nd* **THIS NON-EXCLUSIVE DRAINAGE EASEMENT** (this "Easement") is made this *September* day of *September* 2016, by **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, whose address is 7586 W. Sand Lake Road, Orlando, Florida 32819 (hereinafter referred to as the "**GRANTOR**"), in favor of **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "**GRANTEE**").

**WITNESSETH**, That GRANTOR in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a perpetual, non-exclusive easement for drainage and retention purposes over, under, through, and upon the following described lands (the "**Drainage Easement Area**") owned by GRANTOR and situate in Orange County aforesaid to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser Parcel Identification Number:**

**A portion of**

**20-23-27-0000-00-007**

**TO HAVE AND TO HOLD** said non-exclusive easement unto said GRANTEE and its assigns forever.

The Drainage Easement Area contains drainage pipes, retention ponds and other drainage facilities (the "**Drainage Improvements**") used for the purpose of accommodating stormwater drainage from that portion of New Independence Parkway located west of S.R. 429. Grantor, its successors and/or assigns, shall assume the obligation to maintain the Drainage Improvements at its sole expense.

**GRANTOR** further reserves unto itself, and its successors and assigns, all other rights accruing from its ownership of the Drainage Easement Area and use thereof for all purposes that are consistent with the purpose of this Easement, including but not limited to the reasonable right to jointly utilize the Drainage Easement Area and Drainage Improvements to accommodate


drainage and retention from adjoining lands owned by GRANTOR. The Drainage Easement Area and/or Drainage Improvements may be expanded, relocated, and/or reconfigured by GRANTOR, at no cost to GRANTEE, upon reasonable notice to and approval by GRANTEE and provided that GRANTEE'S drainage requirements are continually maintained to GRANTEE'S satisfaction during and after any such expansion, relocation, and/or reconfiguration of the Drainage Easement Area and/or Drainage Improvements.

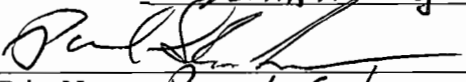
GRANTEE and its assigns shall have the right, but not the obligation, to enter upon the Drainage Easement Area for purposes of maintaining and/or replacing the Drainage Improvements and to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the Drainage Improvements out of and away from the herein granted easement, and GRANTOR, its heirs, successors, and assigns agree not to build, construct or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the Drainage Improvements.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

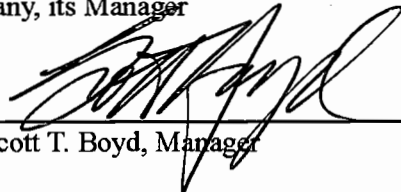
Signed, Sealed, and Delivered in our  
presence as witnesses:

**HAMLIN RETAIL PARTNERS WEST,  
LLC**, a Florida limited liability company

  
Print Name: Penny A. Selliger

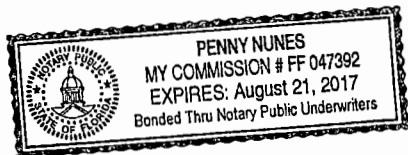
  
Print Name: Paul Schumacher

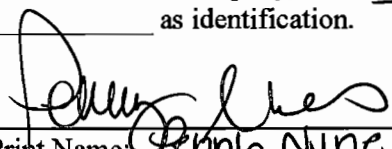
By: **BK Hamlin Retail Partners West,  
LLC**, a Florida limited liability  
company, its Manager

By:   
Scott T. Boyd, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of September, 2016 by **Scott T. Boyd**, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced N/A as identification.



  
Print Name: Penny Nunes  
Notary Public, State of Florida  
Commission No.: FF 047392  
My commission expires: 8/21/17

**EXHIBIT "A"**

**SKETCH OF DESCRIPTION**

SHEET 1 OF 3

**LEGAL DESCRIPTION ( Orange County Easement)**

A parcel of land comprising a portion of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of aforesaid Section 20 thence run North 89°37'40" East along the South line of the Northwest 1/4 of said Section 20 for a distance of 2347.32 feet to a point on the West line of a perpetual easement according to Official Records Book 7034, Page 1352 of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence departing said South line run North 13° 37' 21" West along said West line for a distance of 384.84 feet to the Northwest corner of said easement; thence run North 78° 20' 16" East along the North line of said easement for a distance of 196.41 feet; thence departing said North line run South 22° 06' 59" East for a distance of 98.57 feet; thence run South 13° 01' 34" East for a distance of 441.16 feet to the point of curvature of a curve, concave Westerly having a radius of 2710.79 feet, with a chord bearing of South 08° 50' 39" East, and a chord distance of 395.36 feet, thence run Southeasterly along the arc of said curve through a central angle of 08° 21' 50" for an arc distance of 395.71 feet to a point on a non tangent line; thence run South 89° 37' 40" West for a distance of 207.21 feet to a point on a non tangent curve concave Westerly having a radius of 2546.65 feet, with a chord bearing of North 09° 15' 58" West, and a chord distance of 373.49 feet, thence run Northwesterly along the arc of said curve through a central angle of 08° 24' 38" for an arc distance of 373.83 feet to a point on a non tangent line; thence run North 13° 37' 21" West a distance of 134.58 feet to the POINT OF BEGINNING.

Containing 4.35 acres more or less.



**SURVEYOR'S NOTES:**

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 20-23-27 BEING AN ASSUMED BEARING OF N89°37'40"E

JOB NO. 20140096

DATE: 9-9-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PUR

CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. LUDMAN P.S.M. # 5633

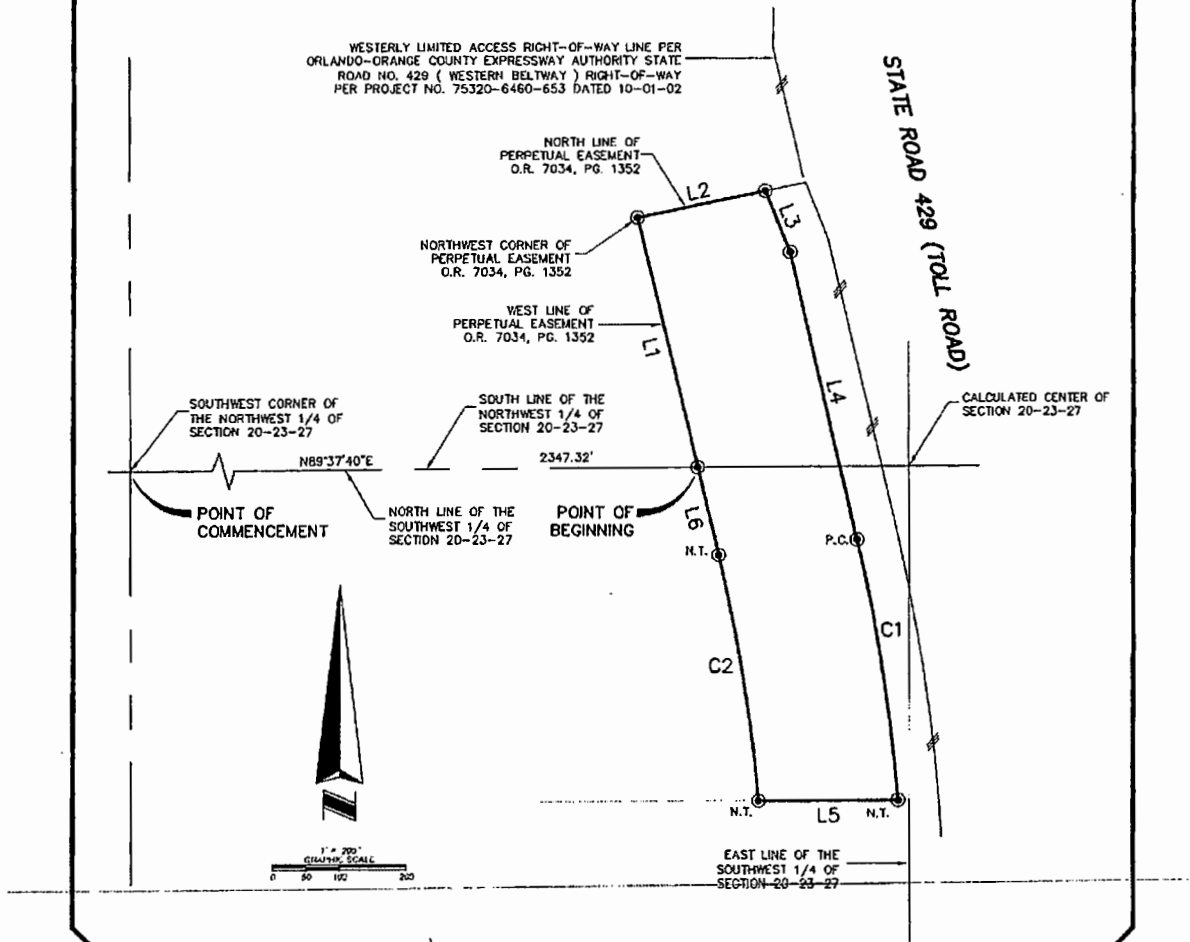
EXHIBIT "A"

Page 1 of 3

# SKETCH OF DESCRIPTION

SHEET 2 OF 3

ORANGE COUNTY EASEMENT



THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

© DENOTES CHANGE IN DIRECTION  
R/W DENOTES RIGHT-OF-WAY  
C DENOTES CENTERLINE  
P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY  
P.R.C. DENOTES POINT OF REVERSE CURVATURE  
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20140096

DATE: 9-9-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: EGT

EXHIBIT "A"  
Page 2 of 3

# SKETCH OF DESCRIPTION

SHEET 3 OF 3

ORANGE COUNTY EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	384.84'	N13°37'21"W
L2	196.41'	N78°20'16"E
L3	98.57'	S22°06'59"E
L4	441.16'	S13°01'34"E
L5	207.21'	S89°37'40"W
L6	134.58'	N13°37'21"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2710.79'	395.71'	395.36'	S08°50'39"E	8°21'50"
C2	2546.65'	373.83'	373.49'	N09°15'58"W	8°24'38"



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 854-5335

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

⊙ DENOTES CHANGE IN DIRECTION  
R/W DENOTES RIGHT-OF-WAY  
C DENOTES CENTERLINE  
P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY  
P.R.C. DENOTES POINT OF REVERSE CURVATURE  
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20140096

DATE: 8-8-2015

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PUR

CHECKED BY: EGT

EXHIBIT "A"  
Page 3 of 3

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

James G. Willard, Esq.  
**SHUTTS & BOWEN LLP**  
300 S. Orange Avenue, Suite 1000  
Orlando, FL 32801  
(407) 423-3200

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**OCT 18 2016**

**Project: New Independence Parkway Stormwater Pond and Access  
Drive**

For Recording Purposes Only

**NON-EXCLUSIVE ACCESS AND DRAINAGE EASEMENT**

**THIS NON-EXCLUSIVE ACCESS AND DRAINAGE EASEMENT** (this "Easement") is made this 22nd day of September 2016, by **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, whose address is 7586 W. Sand Lake Road, Orlando, Florida 32819 (hereinafter referred to as the "GRANTOR"), in favor of **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "GRANTEE").

**WITNESSETH**, That GRANTOR in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a perpetual, non-exclusive access and drainage easement over, under, through, and upon the following described lands (the "Access Easement Area") owned by GRANTOR and situate in Orange County aforesaid to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser Parcel Identification Number:**

**A portion of**

**20-23-27-0000-00-007**

**TO HAVE AND TO HOLD** said non-exclusive easement unto said GRANTEE and its assigns forever.

The Access Easement Area is to be used to provide access and drainage from New Independence Parkway to a drainage easement area also benefitting GRANTEE and conveyed to GRANTOR by GRANTEE concurrently herewith.

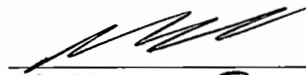
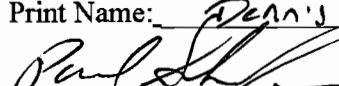
**GRANTOR** further reserves unto itself, and its successors and assigns, all other rights accruing from its ownership of the Access Easement Area and use thereof for all purposes that are consistent with the purpose of this Easement, including but not limited to the reasonable right to jointly utilize the Access Easement Area. The Access Easement Area may be expanded, relocated, and/or reconfigured by GRANTOR, at no cost to GRANTEE, upon reasonable notice

to and approval by GRANTEE and provided that GRANTEE'S access and drainage requirements are continually maintained to GRANTEE'S satisfaction during and after any such expansion, relocation, and/or reconfiguration of the Access Easement Area.

GRANTEE and its assigns shall have the right, but not the obligation, to enter upon the Access Easement Area for purposes of maintaining and/or replacing any access or drainage improvements located therein and to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal access for the purposes herein granted. Furthermore, GRANTOR, its heirs, successors and assigns agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures within the herein granted Access Easement Area.


IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, Sealed, and Delivered in our  
presence as witnesses:

  
Print Name: Penny Nunez  
  
Print Name: Paul Schneider

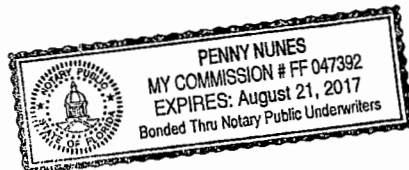
**HAMLIN RETAIL PARTNERS WEST,  
LLC, a Florida limited liability company**

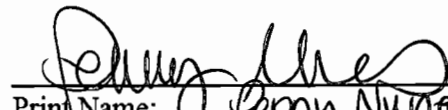
By: **BK Hamlin Retail Partners West,  
LLC, a Florida limited liability  
company, its Manager**

By:   
Scott T. Boyd, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of September, 2016 by **Scott T. Boyd**, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced N/A as identification.



  
Print Name: Penny Nunez  
Notary Public, State of Florida  
Commission No.: FF 047392  
My commission expires: 8/21/17

## LEGAL DESCRIPTION

### INGRESS-EGRESS EASEMENT

A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East of Orange County, Florida

Being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 20 run North 89°37'40" East along the South line of said Northwest quarter for a distance of 2347.32 feet to a point on the West line of a perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 13°37'21" West along said West line for a distance of 384.84 feet; thence run North 78°20'16" East for a distance of 177.38 feet to the POINT OF BEGINNING; thence run North 13°24'58" West for a distance of 216.57 feet; thence run North 01°00'37" East for a distance of 103.36 feet; thence run North 13°01'34" West for a distance of 482.54 feet to a point on the right of way "B" recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run North 89°42'32" East for a distance of 25.63 feet; thence run South 13°01'34" East for a distance of 479.97 feet; thence run South 01°00'37" West for a distance of 103.27 feet; thence run South 13°24'58" East for a distance of 214.17 feet to a point on the North line of the aforesaid perpetual easement recorded in Official Records Book 7034, Page 1352, Public Records of Orange County, Florida; thence run South 78°20'16" West for a distance of 25.01 feet to the POINT OF BEGINNING;

Containing 19998 square feet, 0.46 acres more or less.

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

#### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, T23S, R27E AS BEING NORTH 89°37'40" EAST. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140096

DATE: 8/27/2015

SCALE: 1" = 200'

CALCULATED BY: JLR

DRAWN BY: TDY

CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #9633

Drawing name: L:\Data\20140096\sketches\sketch 1-Ingress egress easement sheet 1

EXHIBIT "A"  
Page 1 of 2



## INGRESS-EGRESS EASEMENT

NEW INDEPENDENCE PARKWAY  
RIGHT OF WAY WIDTH VARIES  
PROJECT NO. 75320-6460-653

RIGHT OF WAY "B"  
O.R. 7034, PG 1352

LINE TABLE		
LINE	LENGTH	BEARING
L1	216.57'	N13°24'56"W
L2	103.36'	N01°00'37"E
L3	482.54'	N13°01'34"W
L4	25.63'	N89°42'32"E
L5	479.97'	S13°01'34"E
L6	103.27'	S01°00'37"W
L7	214.17'	S13°24'58"E
L8	25.01'	S78°20'16"W

POINT OF BEGINNING

POINT OF COMMENCEMENT  
SOUTHWEST CORNER OF  
NORTHWEST 1/4 SECTION 20,  
TOWNSHIP 23 SOUTH, RANGE 27  
EAST

WEST LINE OF A PERPETUAL  
EASEMENT O.R. 7034, PG. 1352

N69°37'40"E      2347.32'

SOUTH LINE OF NORTHWEST 1/4,  
SECTION 20-23-27

SHEET 2 OF 2  
SEE SHEET 1 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

### LEGEND

- DENOTES CHANGE IN DIRECTION, NO POINT SET  
 O.R. DENOTES OFFICIAL RECORDS  
 P.G. DENOTES PAGE

JOB NO. 20140096

DATE: 8/27/2015

SCALE: 1" = 200'

DRAWN BY: \_\_\_\_\_ TDY

Drawing name: L:\Data\20140096\sketches\sketch 1-ingress egress easement sheet 2

EXHIBIT "A"  
Page 2 of 2