

## **ACCESS AND LICENSE AGREEMENT**

### **(NORTH SOUTH CONNECTOR ROAD PHASE 2B WATER MAIN)**

This Access and License Agreement (“Agreement”) is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“Licensor” or the “County”) and Beachline South Residential, LLC, a Florida limited liability company, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Licensee”).

#### **RECITALS:**

**WHEREAS**, Licensor is the owner of that certain real property located in Orange County, Florida, as more specifically described in **Exhibit “A”**, attached hereto and incorporated by this reference (the “License Area”); and

**WHEREAS**, Licensee is the developer of that certain project commonly known as “North South Connector Road Phase 2B” (the “Project”), and as the owner of that certain property located in Orange County, Florida as that property is more specifically described in **Exhibit “B”**, attached hereto and incorporated by this reference (“Connector Road”), Licensee intends to construct certain improvements within the License Area for the benefit of the Project; and

**WHEREAS**, Licensee desires to temporarily access the License Area to construct a sixteen (16)-inch water main and associated appurtenances (the “Infrastructure”) for planned development served by the Connector Road; and

**WHEREAS**, Licensee will construct the Infrastructure in accordance with the construction plans (Orange County Permit Number 23-U-089) (the “Construction Plans”); and

**WHEREAS**, Licensee seeks a license to enter the License Area in order to install the Infrastructure within the License Area; and

**WHEREAS**, Licensee intends to convey the completed Infrastructure to the County; and

**WHEREAS**, the County intends to accept the Infrastructure as set forth in Section 3.1 upon satisfactory completion in the County’s sole discretion; and

**WHEREAS**, the parties desire to set forth the terms and conditions under which Licensee will be permitted to enter to the License Area; and

**WHEREAS**, Licenser finds that this Agreement serves a public purpose.

**NOW THEREFORE**, for Ten Dollars (\$10.00) paid to Licenser, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licenser and Licensee do hereby agree as follows:

**SECTION 1. Grant of License and Purpose.** Licenser hereby grants a non-exclusive, revocable license from the date of last execution of this Agreement (the “Effective Date”) to Licensee, its employees, authorized agents, and contractors to enter the License Area to complete the Infrastructure within the License Area in accordance with adopted and published County ordinances, resolutions, policies, procedures, and the Construction Plans. Licensee agrees and acknowledges that any changes to the Construction Plans shall require prior approval of Licenser in accordance with adopted and published County ordinances, resolutions, policies, and procedures, not to be unreasonably withheld, conditioned, or delayed.

**SECTION 2. Licensee’s Use of the License Area.** Licensee’s use of the License Area shall be subject to, and in no way interfere with, Licenser’s use of the License Area. Licensee agrees to minimize any inconvenience to or interference with Licenser’s use of the License Area by providing a seven (7)-day prior notice to, and cooperating in the scheduling of, all activities that may interfere with the activities by Licenser. Licensee will confine its operations on Licenser’s property to the License Area. At no time shall unauthorized parties access the License Area. Any use of the License Area by Licensee or Licensee’s employees, authorized agents, or contractors for any purpose other than set forth in Section 1 shall be deemed a breach of this Agreement and may result in its termination.

**SECTION 3. Conveyance to County; Maintenance Guarantee.**

**3.1 Conveyance of the Infrastructure.** Licensee must complete the Infrastructure within three (3) years after the Effective Date. Prior to Licensee’s conveyance of the Infrastructure to the County, a bill of sale in favor of the County and the maintenance guarantee (collectively referred to as “Conveyance Documents”) shall be provided to the County. Upon the County’s acceptance of the Conveyance Documents and the County’s inspection and approval of the Infrastructure as evidenced by the County’s issuance of a Certificate of Completion (“COC”), the County shall be deemed to have accepted the conveyance of, and the ownership, operational, and maintenance responsibility for, the Infrastructure subject to Section 3.3 below (the “Conveyance Date”). Upon issuance of the COC, Licensee shall no longer be granted access to the License Area unless access is granted in accordance with Section 3.3 below.

**3.2 Maintenance Guarantee.**



3.2.1. Licensee shall ensure that all construction contract(s) for the Infrastructure contain a maintenance guarantee which shall be in force and effect for a period of one (1) year from the Conveyance Date. The maintenance guarantee shall be in the form of an irrevocable letter of credit or maintenance bond in favor of the County in an amount equal to ten percent (10%) of the total cost of the Infrastructure. The purpose of the maintenance guarantee is to ensure the materials, workmanship, structural integrity, functioning, and maintenance of the Infrastructure. If Licensee elects to post an irrevocable letter of credit, the requirements set forth in Section 34-203 of the Orange County Code shall control.

3.2.2. If Licensee elects a maintenance bond as its maintenance guarantee, Licensee or its general contractor shall obtain and deliver to the County a maintenance bond in a form acceptable to the County in an amount equal to ten percent (10%) of the total cost of the Infrastructure. The maintenance bond shall name the County as Dual-Obligee and shall be assignable to the County following acceptance of the Infrastructure by the County. The surety company issuing the maintenance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, hold a certificate of authority authorizing it to write surety bonds in the State of Florida, and maintain an A-VI or better rating with A.M. BEST or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address and telephone number on all bonds/surety instruments.

**3.3 Maintenance Period.** A one (1)-year maintenance period shall begin and run concurrently with the maintenance guarantee as noted in Section 3.2.1 above. During the one (1)-year maintenance period, Licensee shall not access the License Area without written confirmation from Licensors granting Licensee permission to access the License Area, and such access shall only be to address claims against the maintenance guarantee. Correspondence regarding Licensee's access to the

License Area during the maintenance period shall be made in accordance with Section 10. All terms and conditions of the Agreement apply to any such access granted after construction completion.

#### **SECTION 4. Term and Termination.**

4.1 **Term.** The term of this license shall commence on the Effective Date and expire upon the expiration of the one (1)-year maintenance period, or upon the completion of Licensee addressing any claim against the maintenance guarantee made within said one (1) year maintenance period, whichever last occurs. Upon expiration of the term, the license and this Agreement shall be deemed expired.

4.2 **Termination.** This Agreement may be terminated at any time by mutual written consent of the parties. In the event Licensor finds Licensee to be in breach of any term of this Agreement, Licensor shall provide Licensee with written notice of such breach. If Licensee fails to cure such breach within thirty (30) days of Licensee's receipt of notice of breach, Licensor may unilaterally terminate this Agreement, effective fifteen (15) days after providing written notice of termination.

**SECTION 5. License Area "As Is."** Licensor makes no representations about the condition of the License Area, or the suitability of the License Area, for Licensee's intended use. This Agreement is conditioned upon Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS."

**SECTION 6. Ownership of License Area.** This Agreement is intended and shall be construed only as a temporary, revocable license to enter and install the Infrastructure within the License Area and does not grant an easement or create or confirm any ownership or possessory interest in any portion of the License Area.

**SECTION 7. Hazardous Waste and Materials.** Licensee, its employees, agents, licensees, contractors or subcontractors shall not discharge any hazardous or toxic materials or waste on the License Area. Licensee shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by, through, or at the direction of Licensee, its employees and agents contractors, or subcontractors, including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the License Area, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to



or from the License Area by, through, or at the direction of Licensee, its employees and agents, contractors, or subcontractors. Provided however, Licensee shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, licensees, vendors, contractors, subcontractors, or other agents, or resulting from any environmental condition existing on the License Area or elsewhere which is not caused, disturbed or exacerbated by Licensee or its employees, agents, contractors or subcontractors. The indemnification provisions contained herein shall survive the termination of this Agreement.

**SECTION 8. Indemnification.** Licensee will defend, indemnify, and hold harmless Licensor, its officials, agents, contractors, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or caused in whole or in part by any act or omission of Licensee, its employees, invitees, contractors, subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of Licensor. Nothing contained herein shall constitute a waiver of Licensor's sovereign immunity or the limitations specified in Section 768.28, Florida Statutes. This Section 8 shall survive the termination of this Agreement.

**SECTION 9. Insurance.**

9.1 For the duration of the license, Licensee shall keep on file with the County current certificates of all required insurance on forms acceptable to the County. The certificates shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County and shall clearly indicate that Licensee has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 9. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

9.2 The following coverage is required:

9.2.1 Workers' Compensation – Licensee shall provide coverage for its employees within statutory workers' compensation limits, and no less than \$500,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.

9.2.2 Commercial General Liability – Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 per occurrence. The General Aggregate limit shall either apply separate to this Agreement or shall be at least twice the required occurrence limit.

9.2.3 Business Auto Liability – Licensee shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence, Combined Single Limit (CSL) or its equivalent.

9.2.4 Pollution Liability – Licensee will provide coverage with a limit of not less than \$1,000,000 for all pollution conditions resulting from its operations within the License Area.

9.3 Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified herein. Licensee shall immediately provide the County with proof of such insurance upon request.

9.4 All such insurance required of Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this Section 9 shall be approved by the County in writing. The County shall be included as an additional insured and a waiver of subrogation shall be in effect on all liability policies of Licensee or its contractors and subcontractors. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligation under this Agreement. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

9.5 For the purpose of the foregoing insurance requirements, the County's certificate holder/additional insured shall be:

Orange County, Florida  
Attn: Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, Florida 32801

## **SECTION 10. Notices.**

10.1 **Notice of Default.** Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party fails to cure the same within the time specified in such notice, or in the event no such time is provided within thirty (30) days of receipt of such written notice, unless otherwise provided for herein.



10.2       **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section 10.

**Licensor:**                   Orange County Administrator  
Orange County Administration Building  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801-3527

With copy to:               Orange County Utilities  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
Attn: Director

**Licensee:**                   Beachline South Residential, LLC  
2450 Maitland Center Parkway, Suite 300  
Orlando, Florida 32811-7229  
Attn: Director of Land Development

With copy to:               Beachline South Residential, LLC  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811-7229  
Attn: Nicole M. Swartz, Esq.

With copy to:               Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1600  
Orlando, Florida 32801-3382  
Attn: Juli S. James, Esq.

**SECTION 11.   Assignment.** Licensee shall not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the County, which shall not be unreasonably withheld, conditioned, or delayed.

**SECTION 12.   Permits and Licenses.** Licensee, with reasonable cooperation of Licensor, but at no expense to Licensor, shall obtain any and all permits, approvals, and licenses which may be required for the work it conducts pursuant to this Agreement.

**SECTION 13.   Compliance with Applicable Laws.** Licensee shall comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the License Area.

**SECTION 14. Entire Agreement.** This Agreement contains the entire understanding between the parties. Any change, amendment, or alteration shall be in writing and signed by both parties. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

**SECTION 15. Admission of Facts.** Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

**SECTION 16. Waiving or Right to Jury, Attorneys' Fees, and Venue.** Both parties hereby waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement. All claims, controversies, or disputes arising out of this Agreement shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida. Each party shall be responsible for all of its attorneys' fees and costs associated with any legal action arising out of this Agreement. However, if any legal action is subject to mediation, the parties shall share the fees and costs of the mediator equally.

**SECTION 17. Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding. This Agreement shall be governed by the laws of the State of Florida.

**SECTION 18. Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

*[SIGNATURES ON THE FOLLOWING PAGES]*



**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

**LICENSOR:**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

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

[REMAINING SIGNATURES ON THE FOLLOWING PAGE]

**LICENSEE:**

Beachline South Residential, LLC, a  
Florida limited liability company

**WITNESSES:**

Jeff Stalder  
Print Name: JEFF STALDER

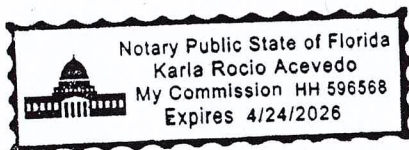
Eamon McGuinness  
Print Name: Eamon McGuinness

By: (S)  
Print Name: Elizabeth Manchester  
Title: Vice President  
Date: 8-18-25

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of AUGUST, 2025 by ELIZABETH MANCHESTER as VICE PRESIDENT of Beachline South Residential, LLC, a Florida limited liability company, on behalf of the company. The individual ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)



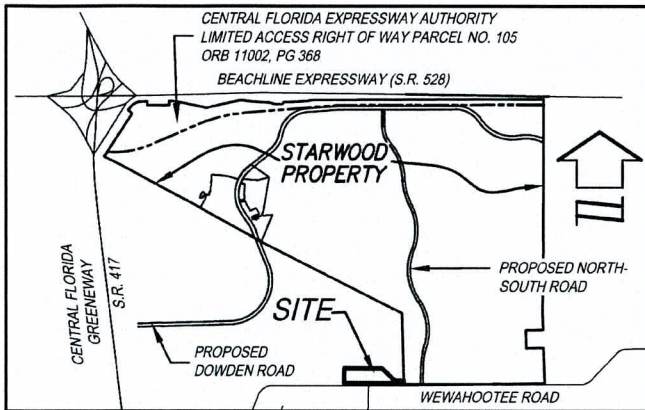
KARLA R. ACEVEDO  
Notary Signature  
KARLA R. ACEVEDO  
Printed Notary Name

Notary Public in and for the county and state  
aforesaid

My Commission Expires: 4.24.2026



EXHIBIT A  
SKETCH OF DESCRIPTION  
O.C. PERMIT # 23-U-089



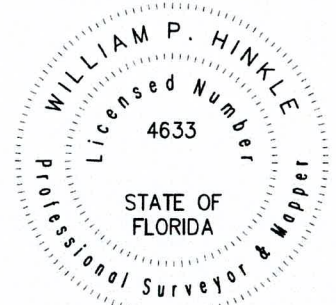
VICINITY MAP  
(NOT TO SCALE)

LEGEND:

—	LINE BREAK
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
o	CHANGE IN DIRECTION
S-T-R	SECTION-TOWNSHIP-RANGE
I.D.	IDENTIFICATION
LB	LICENSED BUSINESS
O.C.	ORANGE COUNTY
E/P	EDGE OF PAVEMENT

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THAT CERTAIN LINE BETWEEN THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST AND SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF CORNER OF SAID SECTION 3, AS BEING S63°21'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 08/16/2025 PER FAC 5J-17.062(2).



William P  
Hinkle

Digitally signed by William P  
Hinkle  
Date: 2025.08.16 22:16:33  
-04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633

DATE

SHEET 1 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)  
(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

LICENSE AREA

SECTION 3, TOWNSHIP 24 SOUTH,  
RANGE 31 EAST

ORANGE COUNTY

FLORIDA



800 NORTH MAGNOLIA AVE, SUITE 1000  
ORLANDO, FLORIDA 32808  
PHONE: 321.354.9817  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BEACHLINE SOUTH  
RESIDENTIAL, LLC

DATE: 07/29/2024  
REV DATE: 08/16/2025  
SCALE - N/A

PROJ: 50101594  
DRAWN BY: WS  
CHECKED BY: WPH

EXHIBIT A  
SKETCH OF DESCRIPTION  
O.C. PERMIT # 23-U-089

**LEGAL DESCRIPTION:**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST; THENCE ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SAID SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, AND THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3, S63°21'19"E, A DISTANCE OF 5947.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, S01°30'57"E, A DISTANCE OF 2656.87 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST; THENCE S89°57'28"W, ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 7.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°57'28"W, A DISTANCE OF 42.29 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N44°51'20"W, A DISTANCE OF 10.44 FEET; THENCE N89°51'20"W, A DISTANCE OF 170.91 FEET; THENCE N00°04'42"E, A DISTANCE OF 75.69 FEET; THENCE S89°51'20"E, A DISTANCE OF 146.08 FEET; THENCE S44°51'20"E, A DISTANCE OF 66.94 FEET; THENCE S00°04'42"W, A DISTANCE OF 8.35 FEET; THENCE S44°51'20"E, A DISTANCE OF 38.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,026 SQUARE FEET OR 0.322 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 1 FOR NOTES AND LEGEND)  
(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

LICENSE AREA

SECTION 3, TOWNSHIP 24 SOUTH,  
RANGE 31 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

800 NORTH MAGNOLIA AVE, SUITE 1000  
ORLANDO, FLORIDA 32808  
PHONE: 321.354.9817  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BEACHLINE SOUTH  
RESIDENTIAL, LLC

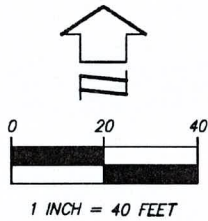
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REV DATE: 08/16/2025  
SCALE - N/A

PROJ: 50101594  
DRAWN BY: WS  
CHECKED BY: WPH

Drawing name: C:\Users\gmitchell\AppData\Local\Temp\AcPublish\6184\Project Alpha\_sursketch\_Water Treatment Temp Easement\_Agreement.dwg Sheet 2 Aug 16, 2025 8:40pm by gmitchell



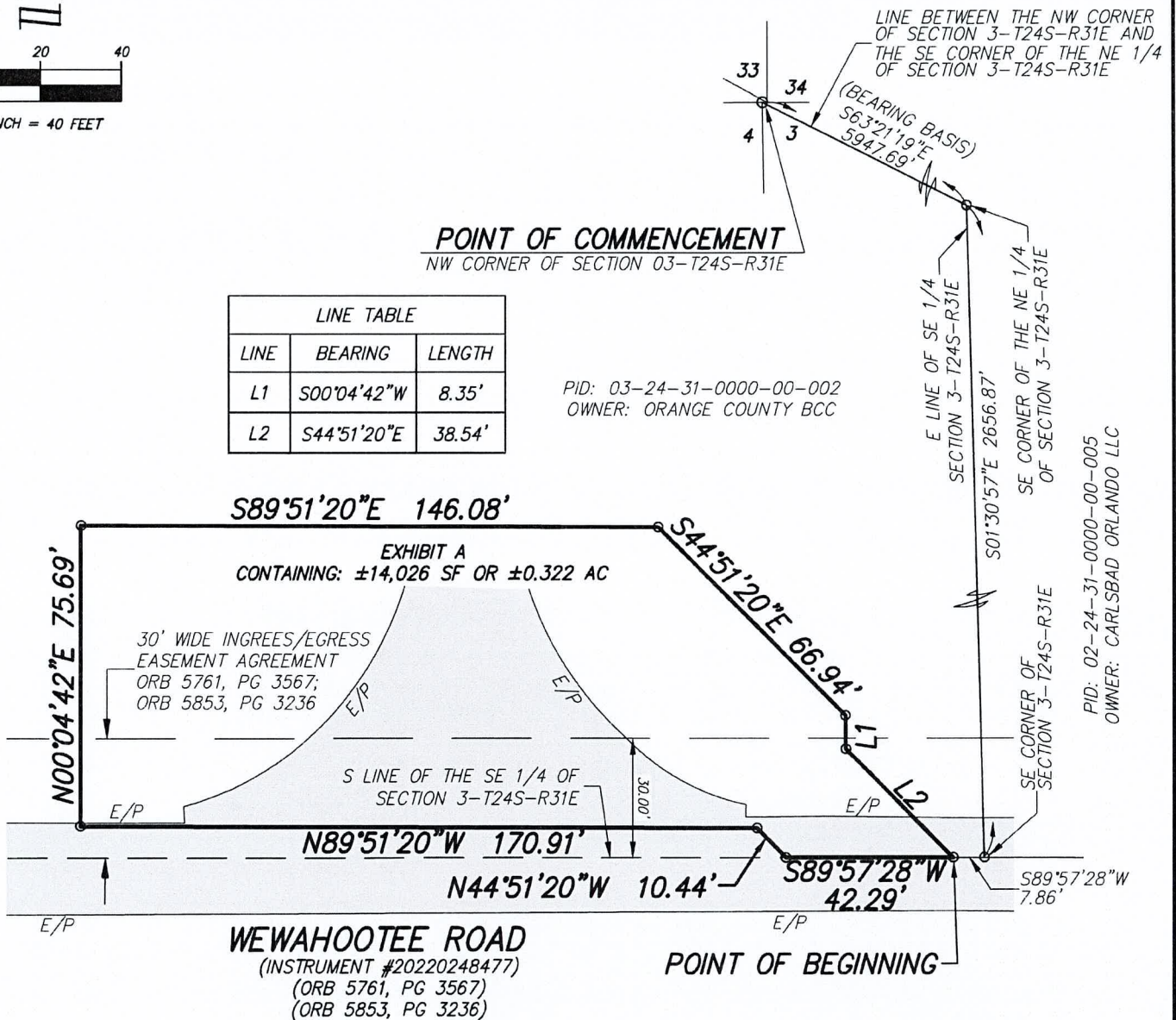
EXHIBIT A  
SKETCH OF DESCRIPTION  
O.C. PERMIT # 23-U-089



**POINT OF COMMENCEMENT**  
NW CORNER OF SECTION 03-T24S-R31E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°04'42"W	8.35'
L2	S44°51'20"E	38.54'

PID: 03-24-31-0000-00-002  
OWNER: ORANGE COUNTY BCC



SHEET 3 OF 3

(SEE SHEET 1 FOR NOTES AND LEGEND)  
(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

LICENSE AREA

SECTION 3, TOWNSHIP 24 SOUTH,  
RANGE 31 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

800 NORTH MAGNOLIA AVE, SUITE 1000  
ORLANDO, FLORIDA 32808  
PHONE: 321.354.9817  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

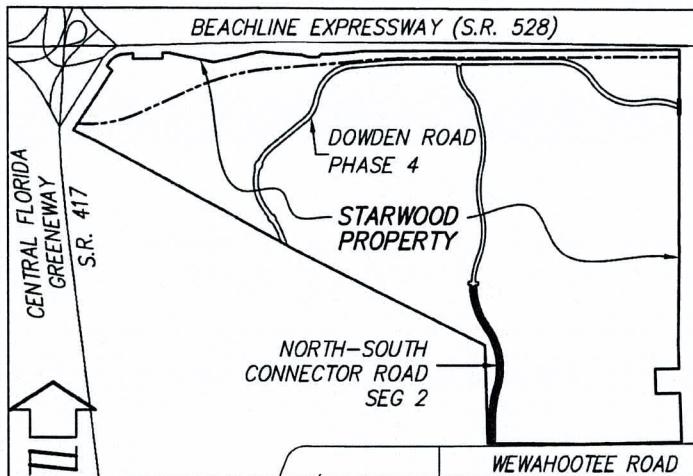
PREPARED FOR:

BEACHLINE SOUTH  
RESIDENTIAL, LLC

DATE: 07/29/2024  
REV DATE: 08/16/2025  
SCALE: 1" = 40'

PROJ: 50101594  
DRAWN BY: WS  
CHECKED BY: WPH

EXHIBIT B  
SKETCH OF DESCRIPTION  
O.C. PERMIT # 23-U-089



VICINITY MAP  
(1"=5000')

**LEGEND:**

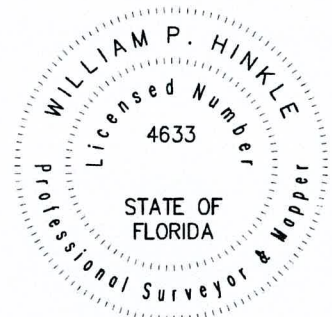
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PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
		P.O.B	POINT OF BEGINNING

**SHEET INDEX**

SHEET 1 - SURVEY NOTES  
SHEET 2 - LEGAL DESCRIPTION  
SHEET 3 - KEY MAP  
SHEETS 4-5 - SKETCH OF DESCRIPTION

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 31 EAST, AS BEING S89°34'10"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/01/2022 PER FAC 5J-17.062(2).



**William P  
Hinkle**

Digitally signed by  
William P Hinkle  
Date: 2025.01.14 09:56:29  
-05'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633

DATE

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET 1 OF 5**

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**LICENSEE'S PROPERTY**

SECTION 2, TOWNSHIP 24 RANGE 31 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH  
RESIDENTIAL, LLC**

DATE: 08/16/22  
REV DATE:  
SCALE 1" = 5000'

PROJ: 5092308  
DRAWN BY: WS  
CHECKED BY: WPH



EXHIBIT B  
SKETCH OF DESCRIPTION  
O.C. PERMIT # 23-U-089

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S89°34'10"E ALONG THE SOUTH LINE OF THE SW QUARTER OF SAID SECTION 2, A DISTANCE OF 633.56 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1863.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF N08°55'55"W AND A CHORD DISTANCE OF 1504.78 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1549.00 FEET TO THE POINT OF TANGENCY; THENCE N32°44'48"W, A DISTANCE OF 218.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1956.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF N17°09'58"W AND A CHORD DISTANCE OF 1050.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1064.00 FEET TO THE POINT OF NON-TANGENCY; THENCE N88°24'52"E, A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO A POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 2; THENCE N89°34'10"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 438,709 SQUARE FEET OR 10.071 ACRES MORE OR LESS.

**SHEET 2 OF 5**

(SEE SHEET 3-5 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

—OF—

**LICENSEE'S PROPERTY**

SECTION 2, TOWNSHIP 24 RANGE 31 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH  
RESIDENTIAL, LLC**

DATE: 08/16/22  
REV DATE:  
SCALE 1" = N/A

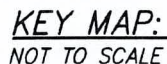
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DRAWN BY: WS  
CHECKED BY: WPH

Drawing name: C:\Users\GMITCHEL\1\AppData\Local\Temp\AcPublish\23404\Project Alpha\_sursketch.dwg SHEET 2 Jan 14, 2025 8:03am by: gmitchell



Drawing name: C:\Users\GMITCH~1\AppData\Local\Temp\AcPublish\_23404\Project Alpha\_sursketch\_NS SEG 2\_License Agreement.dwg SHEET 3 Jan 14, 2025 8:03am by: gmitche11

	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	R	RADIUS
PRC	POINT OF REVERSE CURVATURE	A	CENTRAL ANGLE
PCC	POINT OF COMPOUND CURVATURE	CB	CHORD BEARING
PNT	POINT OF NON-TANGENCY	CH	CHORD LENGTH
PT	POINT OF TANGENCY	SF	SQUARE FEET
R/W	RIGHT OF WAY	AC	ACRES
ORB	OFFICIAL RECORDS BOOK	SEC	SECTION
PB	PLAT BOOK	P.O.B	POINT OF BEGINNING



**SHEET 3 OF 5**  
(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

-OF-

## SECTION 2, TOWNSHIP 24 RANGE 31 EAST

ORANGE COUNTY

**FLORIDA**



# Dewberry

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
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PREPARED FOR:

**BEACHLINE SOUTH  
RESIDENTIAL, LLC**

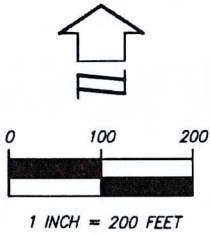
DATE: 08/16/22  
REV DATE:  
SCALE 1" = N/A

PROJ: 5092308  
DRAWN BY: WS  
CHECKED BY: WPH



Drawing name: C:\Users\GMITCH\OneDrive\Local\Temp\AcPublish\23404\Project Alpha\_sursketch\_NS SEG 2\_License Agreement.dwg SHEET 4 Jan 14, 2025 8:03am by gmitche

EXHIBIT B  
SKETCH OF  
DESCRIPTION  
O.C. PERMIT #  
23-U-089



SECTION  
2-24-31  
NOT PLATTED

SECTION  
2-24-31  
NOT PLATTED

SECTION  
2-24-31  
NOT PLATTED

SECTION  
2-24-31  
NOT PLATTED

EAST LINE OF SECTION 3-24-31  
WEST LINE OF SECTION 2-24-31  
POINT OF COMMENCEMENT  
SW CORNER OF THE SW 1/4 OF SEC 2-24-31  
SOUTH LINE OF THE  
SW 1/4 OF  
SEC 2-24-31  
(BEARING BASIS)  
S89°34'10"E 633.56'  
NORTH LINE OF SEC 11-24-31  
POINT OF BEGINNING

WEWAHOOTEE RD  
(30' WIDE EASEMENT IN ORB 5761/3567)

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SKETCH OF DESCRIPTION  
—OF—  
LICENSEE'S PROPERTY

SECTION 2, TOWNSHIP 24 RANGE 31 EAST

ORANGE COUNTY

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PREPARED FOR:

**BEACHLINE SOUTH  
RESIDENTIAL, LLC**

DATE: 08/16/22  
REV DATE:  
SCALE 1" = 200'

PROJ: 5092308  
DRAWN BY: WS  
CHECKED BY: WPH

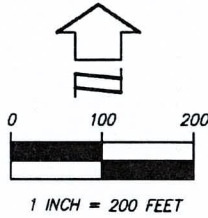
MATCH LINE "A" - THIS SHEET  
N14°52'59"E 318.79'  
PT  
PC  
S14°52'59"W 318.79'  
L=546.36'  
R=2166.00'  
Δ=14°27'09"  
CB=N07°39'24"E  
CH=544.91'  
N00°25'50"E 688.89'  
NORTH-SOUTH CONNECTOR RD SEG 2  
CONTAINS: 438,709 SF, 10.071 ACRES  
PT  
S00°25'50"W 688.89'  
L=521.14'  
R=2066.00'  
Δ=14°27'09"  
CB=S07°39'24"W  
CH=519.75'  
N89°34'10"W 100.00'

MATCH LINE "B" - SEE SHEET 5  
L=1549.00'  
R=1863.36"  
Δ=47°37'46"  
CB=N08°55'55"W  
CH=1504.78'  
N14°52'59"E 318.79'  
PT  
PC  
S14°52'59"W 318.79'  
L=1632.12'  
R=1963.36"  
Δ=47°37'46"  
CB=S08°55'55"E  
CH=1585.53'  
NORTH-SOUTH CONNECTOR RD SEG 2  
CONTAINS: 438,709 SF, 10.071 ACRES  
PT  
MATCH LINE "A" - THIS SHEET

SHEET 4 OF 5

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

EXHIBIT B  
SKETCH OF DESCRIPTION  
O.C. PERMIT # 23-U-089



MATCH LINE "C" - SEE THIS SHEET

L=1064.00'  
R=1956.36"  
Δ=31°09'58"  
CB=N17°09'58"  
CH=1050.93'

L=1009.61'  
R=1856.36"  
Δ=31°09'58"  
CB=S17°09'58"  
CH=997.21'

SECTION  
2-24-31  
NOT PLATTED

PT  
S32°44'48"E  
218.30'  
PC  
NORTH-SOUTH CONNECTOR RD. SEG 2  
CONTAINS: 438,709 SF, 10.071 ACRES  
PT  
N32°44'48"W  
218.30'  
PT

SECTION  
2-24-31  
NOT PLATTED

SOUTH LINE OF THE NW 1/4 SEC 2-24-31  
NORTH LINE OF THE SW 1/4 SEC 2-24-31

L=1632.12'  
R=1963.36"  
Δ=47°37'46"  
CB=S08°55'55"  
CH=1585.53'

L=1549.00'  
R=1863.36"  
Δ=47°37'46"  
CB=N08°55'55"  
CH=1504.78'

MATCH LINE "B" - SEE SHEET 4

N88°24'52"E  
100.00'

NOT PLATTED

PNT

SECTION  
2-24-31  
NOT PLATTED

L=1064.00'  
R=1956.36"  
Δ=31°09'40"  
CB=N17°09'58"  
CH=1050.93'

L=1009.61'  
R=1856.36"  
Δ=31°09'40"  
CB=S17°09'58"  
CH=997.21'

MATCH LINE "C" - SEE THIS SHEET

SHEET 5 OF 5

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

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