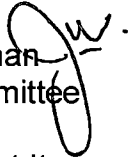




Interoffice Memorandum

January 12, 2021

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

FROM: Jon V. Weiss, P.E., Chairman 
Roadway Agreement Committee

SUBJECT: January 12, 2021 – Consent Item
Right of Way Agreement Chickasaw Creek
Lake Underhill Road
(Related to PSP-20-02-040)

The Roadway Agreement Committee has reviewed a Right of Way Agreement for Chickasaw Creek Lake Underhill Road by and between Lake Underhill 38 Acre, LLC ("Owner") and Orange County for the dedication of right-of-way for the road widening project on Lake Underhill Road. Within 120 days of the effective date of this Agreement, the Owner shall convey 1.368 acres of right-of-way by general warranty deed, a temporary access easement, fill slope easement, and drainage easement. In return for the dedication of 1.368 acres of right-of-way for Lake Underhill Road, the Owner will receive a total of \$205,200 in transportation impact fee credits based upon an agreed-upon fair market value of \$150,000 per acre.

The Roadway Agreement Committee recommended approval of the Agreement on October 14, 2020. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Approval and execution of Right of Way Agreement Chickasaw Creek Lake Underhill Road by and between Lake Underhill 38 Acre, LLC and Orange County for the conveyance of 1.368 acres of right-of-way and various easements in return for \$205,200 in transportation impact fee credits. District 3

JVW/HEGB:fb
Attachment

BCC Mtg. Date: January 12, 2021

Prepared by and after recording return to:

Carolyn R. Haslam
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801

Tax Parcel I.D. No(s): 25-22-30-0000-00-028

RIGHT OF WAY AGREEMENT

CHICKASAW CREEK

LAKE UNDERHILL ROAD

This Right-of-Way Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Lake Underhill 38 Acre, LLC ("Owner"), a Florida limited liability company, with its principal place of business at 200 E. Commercial Street, Suite 4, Sanford, Florida 32771 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 owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A," and as more particularly described on "Exhibit B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is developing the Property as a single-family residential development (the "Project"); and

WHEREAS, Owner is willing to convey to County certain portions of the Property in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Lake Underhill Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the "Parties") agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Conveyance of Land and Easements to County by Owner.

(a) *Conveyed Lands.* The Owner shall convey to County marketable fee title to those lands described in the legal description and sketch of description attached hereto as Exhibit "C" and incorporated by this reference (the "Conveyed Lands"), to occur (i) in conjunction with the recording of the plat that contains such Conveyed Lands, or (ii) no later than one hundred twenty (120) days following the delivery by County, and receipt by the Owner, of written notice that County desires the consummation of such conveyance, whichever occurs first.

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) *Access, Fill Slope, & Drainage Easements.* The Owner shall grant, or cause to be granted, to County temporary access, fill slope, and drainage easements, in form reasonably acceptable to County, over the lands described in the legal description and sketch of description attached hereto as Exhibit "D" and incorporated by this reference (the "Temporary Access, Fill Slope, & Drainage Easement Area"), providing to County the right to construct a temporary access road to the Conveyed Lands and to use such temporary road for construction and maintenance access, fill slope, and drainage uses with respect to the Conveyed Lands. The temporary access easement shall terminate upon conveyance or dedication of the Conveyed Lands. The fill slope and drainage easements shall be modified or terminated, as and if applicable, upon construction of the retention pond and location of the drainage infrastructure pipe(s). The easements shall be conveyed no later than one hundred twenty days following the delivery by County, and receipt by the Owner, of written notice that County desires the consummation of such conveyance, but in any case conveyance must occur prior to recording of the plat that contains the Conveyed Lands.

(c) *Procedure.* The conveyance of the Conveyed Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs (d), (f), and (g) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(d) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands, 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 of the conveyance of the Conveyed Lands.

(e) *Value of Conveyed Lands.* The Parties hereby agree that the value of the Conveyed Lands, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be entitled to credits against transportation impact fees to be paid in the future in connection with the Project, is \$205,200.00. This total results from an agreed-upon fair market value of \$150,000.00 per acre, or fraction thereof, and a total acreage of 1.368 acre(s).

(f) *Environmental Audit.* No less than sixty (60) days prior to conveyance by general warranty deed, if applicable, Owner/Developer shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (AAIFR), or with the standards set forth in the most current version of the American Society for Testing and Materials (ASTM) E-1527. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner/Developer shall submit to County a Phase II environmental audit. The Phase II environmental audit shall be conducted in accordance with the requirements of the AAIFR or with the standards set forth in the most current version of the ASTM E-1903. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Owner/Developer shall remediate the Conveyed Lands

to County's satisfaction prior to the conveyance; (ii) Owner/Developer and County shall negotiate and enter into a separate agreement whereby Owner/Developer shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(g) *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.

Section 3. Transportation Impact Fee Credits. Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such transportation impact fee credits may only be used in transportation impact fee zone 2. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effectuate the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 4. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 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: Lake Underhill 38 Acre, LLC
200 E. Commercial Street, Suite 4
Sanford, Florida 32771

With a copy to: Toll Bros., Inc.
Attn: Brock Fanning, Division President
2966 Commerce Drive, Suite 100
Orlando, FL 32819
Phone: (407) 345-6006
E-mail: mmcintosh@tollbrothers.com

Toll Bros., Inc.
Attn: Jonathan Offenkrantz, VP & Counsel
250 Gibraltar Road
Horsham, PA 19044
Phone: (215) 938-8296
E-mail: joffenkrantz@tollbrothers.com

Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attention: Carolyn R. Haslam, Esq.
Email: Carolyn.haslam@akerman.com

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

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

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 9. 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.

Section 10. 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.

Section 11. 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 amount(s) of impact fees to be credited in favor of Owner under this Agreement, (A) any amount(s) 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 and 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 Conveyed Lands and/or any other portion of the Property 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.

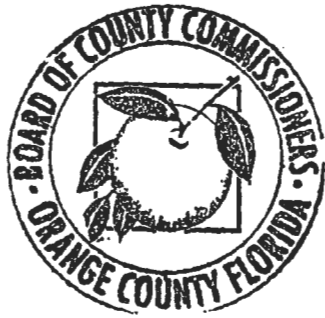
Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney and legal fees for any action arising out of or in connection with this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

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in up to 2 counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 14. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

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.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

Date: JAN 1 2 2021

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

By: *Phil Diamond*
Deputy Clerk

Printed name: JAN 1 2 2021

Lake Underhill 38 Acre, LLC, a Florida limited liability company

By: [Signature]
Print name: John D Whigham
Title: MGR
Date: 11/11/20

WITNESSES:

[Signature]

Printed Name: Sandra K Swain

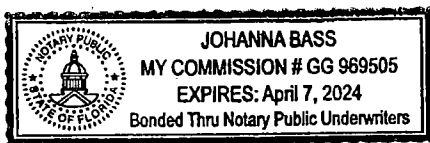
[Signature]

Printed Name: Lomicia Whitaker

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by John D Whigham as Owner of Lake Underhill 38 Acre, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 11th day of November, 2020. She is personally known to me or has produced as identification and did did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of November, 2020



[Signature]
Notary Public

Print Name: Johanna Bass

My Commission Expires: 4/7/2024

Exhibit "A"

Chickasaw Creek

Project Location Map



Exhibit "B"

Chickasaw Creek

Parcel ID: 25-22-30-0000-00-028

Legal Description and Sketch of Description for Property

[See attached 2 page(s)]

SKETCH AND LEGAL DESCRIPTION EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE RUN N00°28'00"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25 FOR 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N00°28'00"W ALONG SAID WEST LINE FOR 1,273.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S89°57'09"E ALONG SAID NORTH LINE FOR 1,014.27 FEET TO A POINT ON THE WEST LINE OF THE NORTH 15.00 FEET OF THE EAST 334.18 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S00°32'53"E ALONG SAID WEST LINE FOR 15.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE EAST 334.18 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S89°57'09"E ALONG SAID SOUTH LINE FOR 334.20 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S00°32'53"E ALONG SAID EAST LINE FOR 1,050.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 258.71 FEET OF THE EAST 417.42 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE N89°55'49"W ALONG SAID NORTH LINE FOR 417.44 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 258.71 FEET OF THE EAST 417.44 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S00°32'53"E ALONG SAID WEST LINE FOR 208.72 FEET TO A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD; THENCE N89°55'49"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 547.84 FEET TO A POINT ON THE BOUNDARY OF THE PARCEL DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 3574, PAGE 1616 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING THREE (3) COURSES: RUN N00°04'11"E FOR 45.00 FEET; THENCE N89°55'49"W FOR 40.00 FEET; THENCE S00°04'11"W FOR 45.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD; THENCE N89°55'49"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 345.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.301 ACRES (1,624,826 SQUARE FEET), MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25-22-30 BEING A BEARING OF N89°55'49"W.

LEGEND

CL=CENTERLINE
ORB.=OFFICIAL RECORDS BOOK
PG.=PAGE
P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING
PB.=PLAT BOOK
R/W=RIGHT-OF-WAY
SEC.=SECTION

OVERALL
PARENT
PARCEL

LAKE UNDERHILL ROAD
ORANGE COUNTY, FL

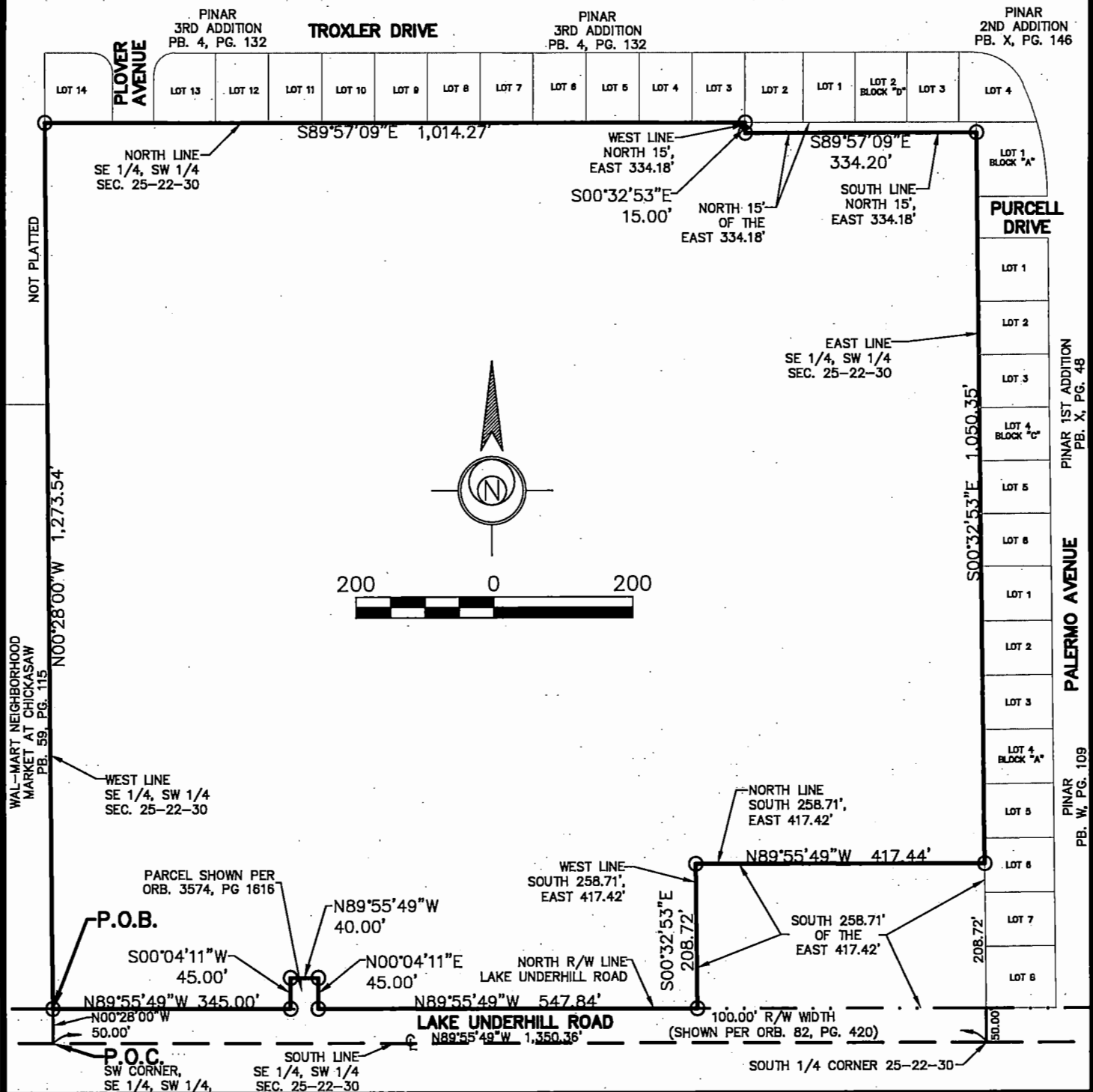
ESE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
T: 407-345-6050
(LB #7508)

SCALE: NA JOB#: 4720 DRAWN: NC CHECK:
DATE: 08/11/20 REVISION: 09/30/20 SHEET 1 OF 2

SKETCH AND LEGAL DESCRIPTION EXHIBIT B



OVERALL
PARENT
PARCEL

LAKE UNDERHILL ROAD
ORANGE COUNTY, FL

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ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
T: 407-345-6050
(LB #7508)

SCALE: 1" = 200' JOB#: 4720
DATE: 08/11/20 REVISION:

DRAWN: NC

CHECK:

SHEET 2 of 2

Exhibit "C"

Chickasaw Creek

**Legal Description and Sketch of Description
for Conveyed Lands**

[See attached 1 page]

SKETCH AND LEGAL DESCRIPTION EXHIBIT C

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE RUN S89°55'49"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25 FOR 932.91 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°32'53"W FOR 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD; THENCE CONTINUE N00°32'53"W FOR 10.00 FEET TO A POINT ON A LINE 10.00 FEET NORTH OF AND PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°55'49"W ALONG SAID PARALLEL LINE FOR 251.87 FEET; THENCE DEPARTING SAID PARALLEL LINE RUN N45°00'00"W FOR 34.33 FEET; THENCE N00°04'11"E FOR 107.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEAST ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 187.00 FEET, THROUGH A CENTRAL ANGLE OF 61°48'56" FOR 201.75 FEET; THENCE S28°06'53"E FOR 20.00 FEET; THENCE S07°03'35"E FOR 98.16 FEET; THENCE N82°56'25"E FOR 50.00 FEET; THENCE N77°19'33"E FOR 47.53 FEET; THENCE S89°55'49"E FOR 57.76 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 258.71 FEET OF THE EAST 417.42 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S00°32'53"E ALONG SAID WEST LINE FOR 198.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.368 ACRES (59,574 SQUARE FEET), MORE OR LESS.

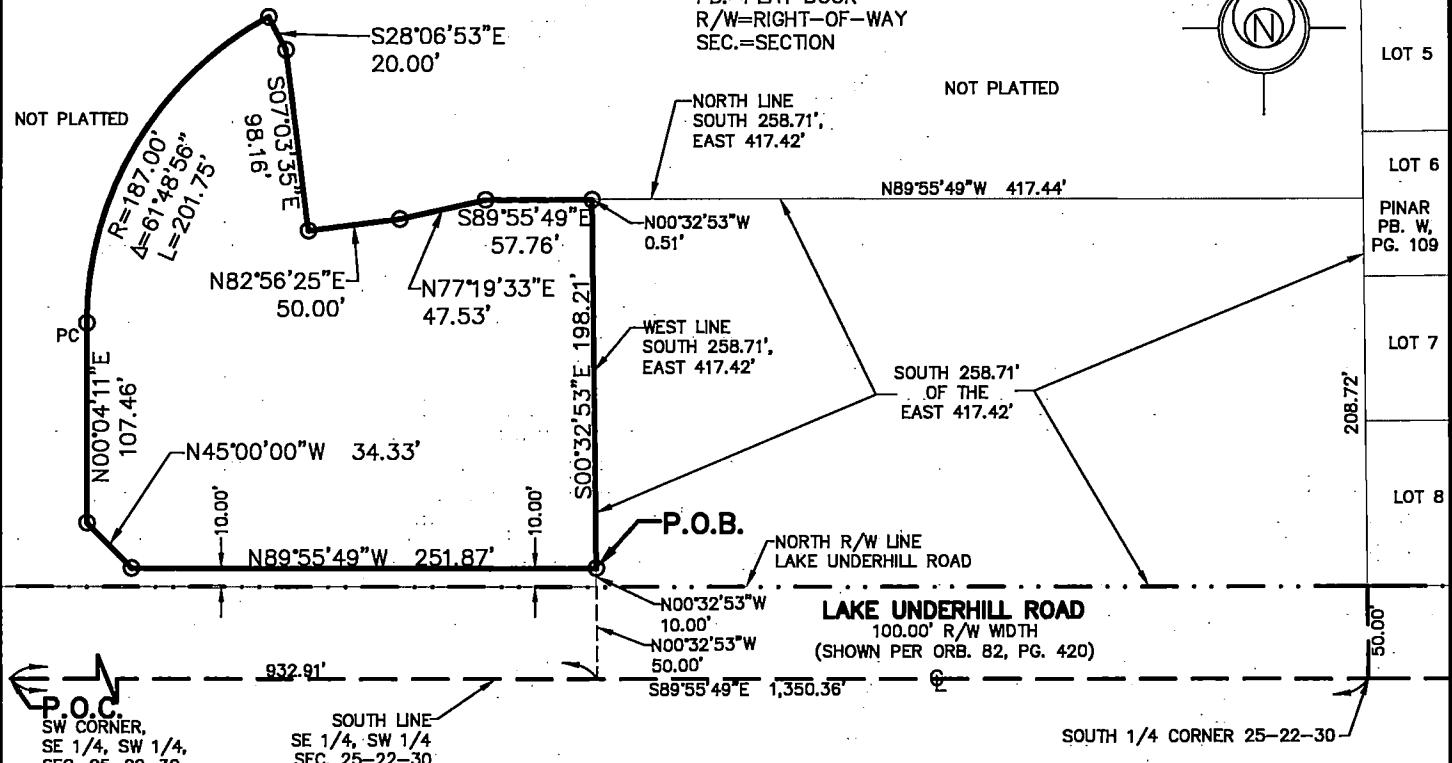


NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25-22-30 BEING A BEARING OF S89°55'49"E.

LEGEND

CL=CENTERLINE
ORB.=OFFICIAL RECORDS BOOK
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PB.=PLAT BOOK
R/W=RIGHT-OF-WAY
SEC.=SECTION



STORMWATER
RETENTION
TRACT

LAKE UNDERHILL ROAD
ORANGE COUNTY, FL

ESE CONSULTANTS
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ESE Consultants, Inc.
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
T: 407-345-6050
(LB #7508)

SCALE: 1" = 100' JOB#: 4720 DRAWN: NC CHECK:
DATE: 08/11/20 REVISION: 09/30/20 SHEET 1 of 1

Exhibit "D"

Chickasaw Creek

Parcel ID: 25-22-30-0000-00-028

**Legal Description and Sketch of Description for Temporary Access,
Fill Slope & Drainage Easement Area**

[See attached 1 page(s)]

SKETCH AND LEGAL DESCRIPTION EXHIBIT D

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE RUN S89°55'49"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25 FOR 932.91 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°32'53"W FOR 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°55'49"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 251.87 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN N00°32'53"W FOR 10.00 FEET TO A POINT ON A LINE 10.00 FEET NORTH OF AND PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE; THENCE S89°55'49"E ALONG SAID PARALLEL LINE FOR 251.87 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 258.71 FEET OF THE EAST 417.42 FEET OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 25; THENCE S00°32'53"E ALONG SAID WEST LINE FOR 10.00 FEET TO THE POINT OF BEGINNING.

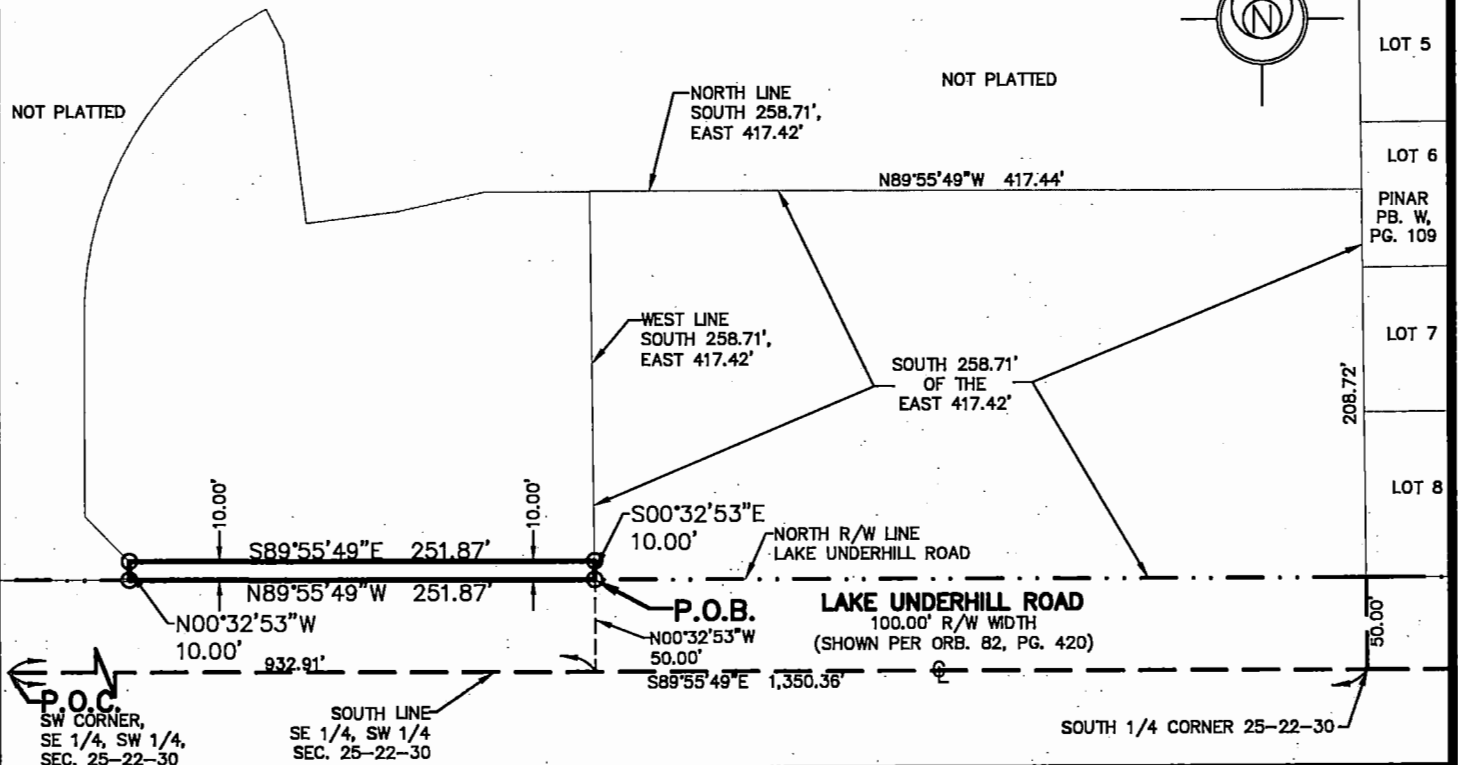
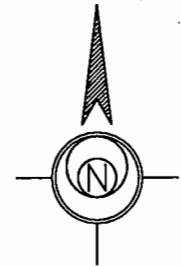
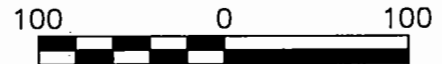
CONTAINING 2,519 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25-22-30 BEING A BEARING OF S89°55'49"E.

LEGEND

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ACCESS
EASEMENT

LAKE UNDERHILL ROAD
ORANGE COUNTY, FL

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

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SCALE: 1" = 100' JOB#: 4720
DATE: 09/30/20 REVISION:

DRAWN: NC

CHECK:

SHEET 1 of 1