



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** July 29, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager   
Real Estate Management Division

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

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of Shared Use Pond Easement Agreement between Hilton Resorts Corporation and Orange County, Shared Use Pond Easement Agreement between Pulte Home Company, LLC and Orange County, and Shared Use Pond Easement Agreement between Adventist Health System/Sunbelt, Inc. and Orange County, approval of Subordination of Encumbrances from Hilton Resorts Corporation to Orange County with Joinder of Parc Soleil Vacation Owners Association, Inc. and authorization to perform all actions necessary and incidental to closing

**PROJECT:** Palm Parkway Connector (RIFCC)  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of road improvements as a requirement of a road agreement.

**ITEMS:** Shared Use Pond Easement Agreement (Hilton Pond Parcel 804G)  
Cost: Donation  
Size: 6.75 acres  
  
Shared Use Pond Easement Agreement (Pulte Pond Parcel 806N)  
Cost: Donation  
Size: 3.30 acres

Shared Use Pond Easement Agreement (Adventist Pond Parcel 8060)

Cost: Donation

Size: 1.07 acres

Subordination of Encumbrances

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

**REMARKS:** These conveyances are requirements of the Palm Parkway to Apopka-Vineland Connector Road Agreement approved by the Board on December 6, 2005, as amended and supplemented.

Grantors to pay all closing costs.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 20 2019

**This Document prepared by:**

James G. Willard, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801

**After recording, return this Document to:**

Orange County Real Estate Management Division  
400 E. South St., 5<sup>th</sup> Floor  
Orlando, FL 32801

Project: Palm Parkway Connector (RIFCC)  
Parcel Id No.: Portion of 15-24-28-7774-00-021

**SHARED USE POND EASEMENT AGREEMENT**  
*(Hilton Pond Parcel 804G)*

**THIS SHARED USE POND EASEMENT AGREEMENT**, (this “**Agreement**”), effective as of the latest day of execution (the “**Effective Date**”), is entered into by and between **HILTON RESORTS CORPORATION**, a Delaware corporation authorized to transact business in the state of Florida with its principal place of business at 5323 Millenia Lakes Blvd., Suite 400, Orlando, Florida 32839 (“**Owner**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”) (Owner and County may hereinafter be collectively referred to individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

In connection with the Parc Soleil by Hilton Grand Vacations Club Ruby Lakes Resort (the “**Development**”), , Owner has constructed a storm water retention pond and associated drainage facilities and outfall structures (collectively, the “**Pond Improvements**”) on Owner’s real property, located as generally depicted on **Exhibit “A”**, attached hereto and made a part hereof, which real property is located in Orange County, Florida and more particularly described in the attached and incorporated **Exhibit “B”** (the “**Owner’s Property**”).

The predecessor in interest to Owner’s Property and County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Agreement recorded December 27, 2005, in Book 8387, Page 3416; as affected by that certain Assignment and Assumption of Licenses, permits and Approvals recorded April 11, 2008, in Official Records Book 9657, Page 2855; Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement recorded December 27, 2005, in Book 8387, Page 3525; Notice of Completion recorded January 14, 2009, in Book 9815, Page 3882; Second Supplemental Agreement recorded in Official Records Book 10232, Page 3595; Assignment and Assumption of Connector Road Agreement recorded December 29, 2016, in Official Records Instrument Number 20160672964; Assignment and

Assumption Agreement recorded December 29, 2016, in Official Records Instrument Number 20160672965; Third Supplemental Agreement recorded January 13, 2017, in Official Records Instrument Number 20170027137; Fourth Supplemental Agreement recorded January 12, 2017, in Official Records Instrument Number 20170025202; and Fifth Supplemental Agreement recorded October 6, 2017, in Official Records Instrument Number 20170546981; all recorded in the Public Records of Orange County, Florida (collectively, the “**Road Agreement**”).

Pursuant to the Road Agreement, a certain public roadway improvement known as Palm Parkway to Apopka-Vineland Road Connector Road (the “**Roadway**”) is being constructed in the same general area as the Development.

The Parties have agreed that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the Parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

#### **AGREEMENT**

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

2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, upon, through, and across the real property more particularly described in Exhibit “C”, attached hereto and incorporated herein (the “**Drainage Easement Area**”).

3. Construction of Pond Improvements. Owner has designed, engineered, permitted, and constructed the Pond Improvements within the Drainage Easement Area at no cost or expense to County. Owner has constructed the Pond Improvements to County standards, and in compliance with County-approved plans, as they may be amended from time to time in accordance with applicable laws, rules, permits, standards, and requirements (the “**Plans**”), and all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements, in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create, any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, reconstruct, and replace, as necessary, all portions of the Pond Improvements (the “**Pond Maintenance**”), in perpetuity, in strict

compliance with the Plans and with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

5. Failure to Maintain. In the event Owner fails or refuses to perform the Pond Maintenance in accordance with Paragraph 4, County shall have the right, but not the obligation, to enter upon Owner's Property and perform any such portion(s) of the Pond Maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual non-exclusive access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "**Pond Access Easement**"). Notwithstanding anything herein to the contrary, however, except in the case of emergency, as determined by County, County may not enter Owner's Property to perform Pond Maintenance without first giving Owner (i) written notice of the Pond Maintenance obligation that Owner has failed to perform; and (ii) a period of fifteen (15) days from the date of effective notice, to allow Owner the opportunity to cure the alleged deficiency in the Pond Maintenance.

6. Permits and Compliance; Hazardous Substances. Owner shall ensure that all storm water discharges from Owner's Property shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released into or upon the Pond Improvements from Owner's Property. In the event of any discharge and/or release in violation of this Paragraph, Owner shall have thirty (30) days after the discovery of such, whether by Owner, or by virtue of notice to Owner from County or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense. Notwithstanding the foregoing, if the non-compliance is not reasonably susceptible to cure within such 30-day period, and so long as Owner continues to exercise reasonable and diligent efforts to remedy the non-compliance, County shall grant Owner such additional period of time as reasonably necessary for Owner to remedy the non-compliance.

7. Modification, Reconfiguration, or Relocation of Pond Improvements and/or Drainage Easement Area. At any time, and in compliance with County-approved plans, Owner may modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area in accordance with applicable laws, rules, regulations, procedures, and permits. If any such modification, reconfiguration, and/or relocation involves a change to the terms of this Agreement, including without limitation any change to the legal description of the Drainage Easement Area, such change shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner Failure to Maintain or Remedy Non-Compliance. In the event County exercises its rights in response to Owner's failure or refusal to: (i) perform the Pond Maintenance, as contemplated by Sections 4 and 5 herein, and/or (ii) remedy a non-compliance as contemplated by Section 6 herein. County may assess any and all reasonable costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants Running with the Land. All of the covenants, obligations, terms, agreements, and restrictions set forth herein are intended to be, and shall be construed as, covenants running with Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon any person, firm, corporation, or entity who may become a successor in interest to Owner's Property.

10. Delinquent Payments; Lien. In the event Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien as to the Drainage Easement Area in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with FedEx or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

**Owner:** HILTON RESORTS CORPORATION  
5323 Millenia Lakes Blvd., Suite 400  
Orlando, Florida 32839  
Attn: Thomas Goodman, Esq.

With a copy to: Losey PLLC  
1420 Edgewater Drive  
Orlando, Florida 32804  
Attn: Lynne White, Esq.

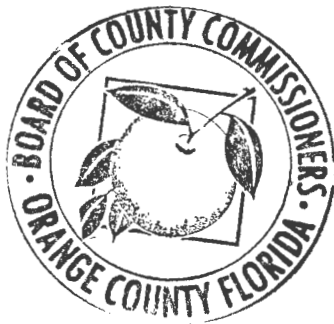
**County:** ORANGE COUNTY, FLORIDA  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: County Administrator

With a copy to: Orange County Public Works Department  
4200 S. John Young Parkway  
Orlando, FL 32839  
Attn: Public Works Director

13. Recordation. 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.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

**IN WITNESS WHEREOF**, the Parties have signed and sealed these presents effective as of the day and year written below each signature.



**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryann Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 20 Aug 19

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

By: Jessica Vaupel  
for Deputy Clerk  
Print name: Jessica Vaupel

Signed, sealed and delivered  
in the presence of:

“OWNER”

**HILTON RESORTS CORPORATION**, a  
Delaware corporation authorized to transact  
business in the State of Florida

Witness 1 sign: M Salmieri

By: Thomas A. Goodman

Witness 1 print name: Maghan Salmieri

Print name: Thomas A. Goodman

Witness 2 sign: [Signature]

Title: JP

Witness 2 print name: Christine Fuchs

(Signature of **TWO** witnesses required by  
Florida law)

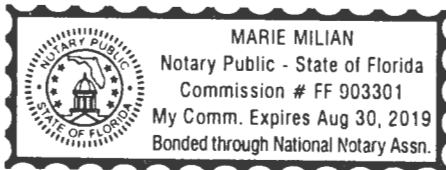
**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by Thomas Goodman  
as VP of HILTON RESORTS CORPORATION, a Delaware corporation  
authorized to transact business in the State of Florida, who is known by me to be the person  
described herein and who executed the foregoing, this 12<sup>th</sup> day of July,  
2019. She(He) is personally known to me or has produced (type of identification)  
\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12<sup>th</sup>  
day of July, 2019.

(Notary Stamp or Seal)

Marie Milian  
NOTARY PUBLIC  
Print name: Marie Milian  
Commission No. FF 903301  
My Commission Expires: 8/30/19







## Exhibit "B"

### Legal Description of Owner's Property

A portion of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 15; thence along the East line of the Northeast 1/4 of said Section 15, North 00°00'35" East, 159.63 feet to the POINT OF BEGINNING; thence, departing said East line, South 53°09'05" West, 69.03 feet to the point of curvature of a curve concave to the Northwest having a central angle of 37°07'22", a radius of 220.00 feet, and a chord bearing and distance of South 71°42'46" West, 140.06 feet; thence Southwesterly along the arc of said curve, 142.54 feet to the point of tangency of said curve; thence, North 89°43'33" West, 96.25 feet to the point of curvature of a curve concave to the Northeast having a central angle of 58°04'47", a radius of 16.00 feet, and a chord bearing and distance of North 60°41'10" West, 15.53 feet; thence Northwesterly along the arc of said curve 16.22 feet to a point of reverse curvature of a curve concave to the Southwest having a central angle of 91°42'40", a radius of 71.00 feet, and a chord bearing and distance of North 77°30'06" West, 101.90 feet; thence Northwesterly along the arc of said curve 113.65 feet; thence departing said curve on a radial line, North 33°21'26" West, 134.53 feet to the point of curvature of a curve concave to the Southwest having a central angle of 56°22'06", a radius of 500.00 feet, and a chord bearing and distance of North 61°32'29" West, 472.31 feet; thence Northwesterly along the arc of said curve 491.91 feet to the point of tangency of said curve; thence departing said curve, North 89°43'32" West, 1067.97 feet; thence South 00°16'27" West, 100.32 feet; thence, South 63°56'24" West, 26.33 feet; thence, North 30°16'39" West, 28.95 feet; thence, South 79°11'58" West, 114.12 feet; thence, South 57°38'46" East, 76.00 feet; thence, South 77°38'10" West, 13.57 feet; thence, South 76°26'50" West, 58.37 feet; thence, South 66°36'10" West, 63.88 feet; thence, North 56°55'25" West, 15.43 feet; thence, South 41°57'51" West, 64.69 feet; thence, South 67°37'27" West, 83.81 feet; thence, South 58°44'45" West, 16.95 feet to a point on the West line of Lots 39 and 58 as described in Official Records Book 5517, Pages 2492-2494, said point being North 00°18'02" East, 163.34 feet from the Southwest corner of said Lot 58; thence along said West line, North 00°18'02" East, 1179.39 feet to the Northwest corner of said Lot 39; thence along the North line of Lots 39, 38, & 37 as described in said Official Records Book 5517, Pages 2492-2494, South 89°17'53" East, 710.85 feet to a point on a non-tangent curve concave to the Northeast having a central angle of 20°39'39", a radius of 585.00 feet, and a chord bearing and distance of South 77°13'49" East, 209.81 feet; thence, Southeasterly along the arc of said curve 210.95 feet to the point of tangency of said curve; thence, South 87°33'39" East, 905.99 feet to the point of curvature of a curve concave to the Southwest having a central angle of 22°36'56", a radius of 415.00 feet, and a chord bearing and distance of South 76°15'11" East, 162.75 feet; thence Southeasterly along the arc of said curve 163.81 feet to a point of compound curvature of a curve concave to the Southwest having a central angle of 25°05'40", a radius of 668.00 feet, and a chord bearing and distance of South 44°32'28" East, 289.37 feet; thence Southeasterly along the arc of said curve 291.70 feet to a point of compound curvature of a curve concave to the Southwest having a central angle of 23°56'01", a radius of 415.00 feet, and a chord bearing and distance of South 12°10'13" East, 172.10 feet; thence Southeasterly along the arc of said curve 173.35 feet to the point of tangency of said curve; thence, South 00°12'13" East, 359.27 feet to the point of curvature of a curve concave to the Northeast having a central angle of 32°29'42", a radius of 585.00 feet, and a chord bearing and distance of South 16°27'04" East, 327.35 feet; thence Southeasterly along the arc of said curve 331.78 feet to a point on the East line of said Northeast 1/4 of Section 15, said point being South 00°00'35" West, 1150.29 feet from the Northeast corner of the Southeast 1/4, of the Northeast 1/4, of Section 15, Township 24 South, Range 28 East; thence along said East line South 00°00'35" West, 15.42 feet to the POINT OF BEGINNING.

**Exhibit "C"**

**Legal Description and Sketch of Description of Drainage Easement Area**



**DESCRIPTION:**

A portion of Lot 2, Ruby Lake, according to the plat thereof, as recorded in Plat Book 67, Pages 42 through 49, inclusive, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at Northeast corner of Lot 85, Ruby Lake - Phase 1, according to the Plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, of the Public Records of Orange County, Florida; thence North 89°43'32" West, a distance of 60.84 feet along the North line of said Lot 86; thence departing said North line, North 00°16'28" East, a distance of 44.46 feet to the POINT OF BEGINNING; thence North 44°55'06" West, a distance of 28.54 feet; thence North 89°54'16" West, a distance of 23.61 feet; thence South 45°09'29" West, a distance of 29.39 feet; thence South 86°26'48" West, a distance of 132.92 feet; thence South 83°50'23" West, a distance of 25.81 feet; thence South 79°30'29" West, a distance of 53.70 feet; thence South 83°52'36" West, a distance of 28.45 feet; thence South 88°37'25" West, a distance of 33.35 feet; thence North 86°14'13" West, a distance of 33.42 feet; thence North 81°13'31" West, a distance of 62.92 feet; thence North 86°59'05" West, a distance of 29.35 feet; thence South 87°18'09" West, a distance of 55.32 feet; thence North 86°19'32" West, a distance of 25.21 feet; thence North 83°25'13" West, a distance of 24.27 feet; thence North 44°06'55" West, a distance of 36.26 feet; thence North 00°19'59" East, a distance of 126.75 feet; thence North 45°09'31" East, a distance of 38.58 feet; thence North 00°39'51" East, a distance of 38.16 feet; thence North 44°14'28" West, a distance of 24.22 feet; thence North 43°38'43" East, a distance of 114.13 feet; thence South 71°16'50" East, a distance of 38.56 feet; thence South 76°15'28" East, a distance of 28.28 feet; thence South 82°33'58" East, a distance of 31.03 feet; thence South 88°52'28" East, a distance of 31.03 feet; thence North 84°49'02" East, a distance of 31.03 feet; thence North 78°30'32" East, a distance of 31.03 feet; thence North 72°12'02" East, a distance of 31.04 feet; thence North 67°10'59" East, a distance of 44.73 feet; thence North 84°30'28" East, a distance of 13.70 feet; thence North 90°00'00" East, a distance of 59.27 feet; thence South 48°14'58" East, a distance of 9.85 feet; thence South 58°35'27" East, a distance of 19.15 feet; thence South 58°11'48" East, a distance of 24.18 feet; thence South 67°11'48" East, a distance of 18.11 feet; thence South 76°11'48" East, a distance of 18.11 feet; thence South 85°11'48" East, a distance of 19.29 feet; thence South 89°41'48" East, a distance of 83.62 feet; thence North 86°27'44" East, a distance of 16.47 feet; thence North 78°46'50" East, a distance of 15.46 feet; thence North 71°05'55" East, a distance of 15.45 feet; thence North 63°25'00" East, a distance of 15.46 feet; thence North 55°44'05" East, a distance of 14.06 feet; thence North 89°33'02" East, a distance of 115.81 feet; thence South 72°12'55" East, a distance of 29.37 feet; thence South 78°52'15" East, a distance of 24.49 feet; thence South 85°31'34" East, a distance of 24.47 feet; thence North 87°45'30" East, a distance of 24.95 feet; thence North 80°59'00" East, a distance of 24.93 feet; thence North 74°12'29" East, a distance of 24.93 feet; thence North 67°25'59" East, a distance of 24.93 feet; thence North 60°39'28" East, a distance of 19.11 feet; thence South 48°41'30" East, a distance of 51.55 feet; thence South 27°11'45" West, a distance of 72.12 feet; thence South 45°18'12" West, a distance of 28.51 feet; thence South 00°18'12" West, a distance of 38.34 feet; thence South 44°41'48" East, a distance of 29.28 feet; thence South 27°11'45" West, a distance of 126.62 feet; thence South 18°01'26" East, a distance of 14.48 feet; thence South 27°21'00" West, a distance of 38.60 feet; thence South 74°51'22" West, a distance of 4.67 feet; thence South 81°06'22" West, a distance of 29.10 feet; thence South 87°21'22" West, a distance of 29.10 feet; thence North 86°23'38" West, a distance of 29.10 feet; thence North 80°08'39" West, a distance of 27.84 feet; thence North 78°40'55" West, a distance of 35.10 feet; thence North 84°21'43" West, a distance of 33.98 feet; thence North 87°12'07" West, a distance of 13.70 feet to the POINT OF BEGINNING.

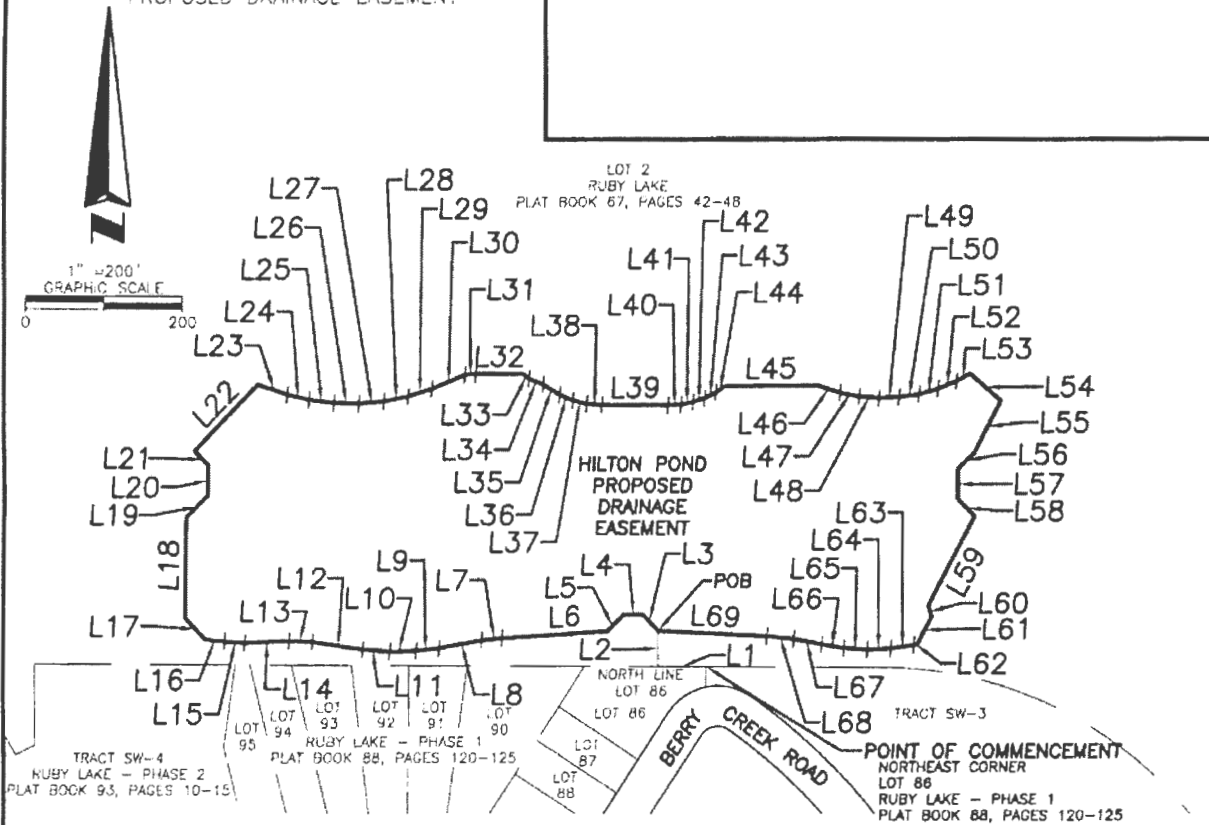
Containing 6.75 acres, more or less.

**SURVEYOR'S REPORT:**

- Bearings shown hereon are based on the North line of Lot 86, Ruby Lake - Phase 1, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, of the Public Records of Orange County, Florida, reference bearing being North 89°43'32" West.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<b>Sketch of Description</b>  FOR <b>Maury L. Carter</b> & Associates, Inc.	Date: February 27, 2019 FM		Certification Number LB2108 51599143
	Job Number: 51599143	Scale: 1" = 200'	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 202-8590 e-mail: info@seasurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4701

SKETCH OF DESCRIPTION  
PROPOSED DRAINAGE EASEMENT



LINE #	BEARING	LENGTH
L1	N89°43'32"W	60.84'
L2	N00°16'28"E	44.46'
L3	N44°55'06"W	28.54'
L4	N69°54'18"W	23.61'
L5	S45°09'29"W	29.39'
L6	S86°26'48"W	132.92'
L7	S83°50'23"W	25.81'
L8	S79°30'29"W	53.70'
L9	S83°52'36"W	28.45'
L10	S88°37'25"W	33.35'
L11	N86°14'13"W	33.42'
L12	N81°13'51"W	62.92'
L13	N88°09'05"W	29.35'
L14	S87°18'09"W	55.32'
L15	N86°19'32"W	25.21'
L16	N83°25'13"W	24.27'
L17	N44°06'55"W	36.26'
L18	N00°19'59"E	126.75'
L19	N45°09'31"E	38.58'
L20	N00°39'51"E	38.16'

LINE #	BEARING	LENGTH
L21	N44°14'28"W	24.22'
L22	N43°36'43"E	114.13'
L23	S71°16'50"E	38.56'
L24	S76°15'28"E	28.28'
L25	S82°33'58"E	31.03'
L26	S88°52'28"E	31.03'
L27	N84°49'02"E	31.03'
L28	N78°30'32"E	31.03'
L29	N72°12'02"E	31.04'
L30	N67°10'59"E	44.73'
L31	N84°30'28"E	13.70'
L32	N90°00'00"E	59.27'
L33	S48°14'58"E	9.85'
L34	S68°35'27"E	19.15'
L35	S58°11'48"E	24.18'
L36	S87°11'48"E	18.11'
L37	S76°11'48"E	18.11'
L38	S85°11'48"E	19.29'
L39	S89°41'48"E	83.62'
L40	N86°27'44"E	18.47'

LINE #	BEARING	LENGTH
L41	N78°46'50"E	15.46'
L42	N71°05'55"E	15.46'
L43	N63°25'00"E	15.46'
L44	N55°44'05"E	14.06'
L45	N89°33'02"E	115.81'
L46	S72°12'55"E	29.37'
L47	S78°52'15"E	24.49'
L48	S85°31'34"E	24.47'
L49	N87°45'30"E	24.95'
L50	N80°59'00"E	24.93'
L51	N74°12'29"E	24.93'
L52	N67°25'59"E	24.93'
L53	N60°39'28"E	19.11'
L54	S46°41'30"E	51.55'
L55	S27°11'45"W	72.12'
L56	S45°18'12"W	28.51'
L57	S00°18'12"W	38.34'
L58	S44°41'48"E	29.28'
L59	S27°11'45"W	126.62'
L60	S18°01'26"E	14.48'

LINE #	BEARING	LENGTH
L61	S27°21'00"W	38.60'
L62	S74°51'22"W	4.67'
L63	S81°06'22"W	29.10'
L64	S87°21'22"W	29.10'
L65	N86°23'38"W	29.10'
L66	N80°08'39"W	27.84'
L67	N78°40'55"W	35.10'
L68	N84°21'43"W	33.98'
L69	N87°12'07"W	137.10'

LEGEND & ABBREVIATIONS

POB = POINT OF BEGINNING



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108  
e-mail: info@southeasternsurveying.com

Drawing No. 51599143  
Job No. 51599143  
Date: FEBRUARY 27, 2019  
SHEET 2 OF 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 2

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 20 2019

**This Document prepared by:**

Mark D. Thomson, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801

**After recording return this Document to:**

Orange County Real Estate Management Division  
400 E. South St., 5<sup>th</sup> Floor  
Orlando, FL 32801

Project: Palm Parkway Connector (RIFCC)  
Parcel Id No.: Portion of 15-24-28-7776-19-003

**SHARED USE POND EASEMENT AGREEMENT**

*(Pulte Pond Parcel 806N)*

**THIS SHARED USE POND EASEMENT AGREEMENT** (this “**Agreement**”), effective as of the latest day of execution (the “**Effective Date**”), is entered into by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, as successor by conversion to Pulte Home Corporation, a Michigan corporation with its principal place of business at 4901 South Vineland Road, Suite 500, Orlando, Florida 32811 (“**Owner**”), and **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 (“**County**”) (Owner and County may hereinafter be collectively referred to individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

In connection with the Ruby Lake single family subdivision development (the “**Development**”), and as generally depicted on **Exhibit “A”**, attached hereto and made a part hereof, Owner has constructed a storm water retention pond and associated drainage facilities and outfall structures (collectively, the “**Pond Improvements**”) on Owner’s real property, which real property is located in Orange County, Florida and more particularly described in the attached and incorporated **Exhibit “B”** (the “**Owner’s Property**”).

Owner and County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Agreement recorded December 27, 20015 in Book 8387, Page 3416; as affected by that certain Assignment and Assumption of Licenses, permits and Approvals recorded April 11, 2008 in Official Records Book 9657, Page 2855; Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement recorded December 27, 2005 in Book 8387, Page 3525; Notice of Completion recorded January 14, 2009 in Book 9815, Page 3882; Second Supplemental recorded in Official Records Book 10232, Page 3595; Assignment and Assumption of Connector Road Agreement recorded December 29, 2016 in Official Records Instrument Number 20160672964; Assignment and Assumption Agreement recorded December

29, 2016 in Official Records Instrument Number 20160672965; Third Supplemental recorded January 13, 2017 in Official Records Instrument Number 20170027137; Fourth Supplemental recorded January 12, 2017 in Official Records Instrument Number 20170025202; and Fifth Supplemental recorded October 6, 2017 in Official Records Instrument Number 20170546981; all recorded in the Public Records of Orange County, Florida (collectively, the “**Road Agreement**”).

Pursuant to the Road Agreement, a certain public roadway improvement known as Palm Parkway to Apopka-Vineland Road Connector Road (the “**Roadway**”) is being constructed in the same general area as the Development.

Owner has requested that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the Parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

### **AGREEMENT**

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

2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, upon, through, and across the real property more particularly described in Exhibit “C”, attached hereto and incorporated herein (the “**Drainage Easement Area**”).

3. Construction of Pond Improvements. Owner has designed, engineered, permitted, and constructed the Pond Improvements within the Drainage Easement Area at no cost or expense to County. Owner has constructed the Pond Improvements to County standards, and in compliance with County-approved plans (the “**Plans**”) and all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements, in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, reconstruct, and replace, as necessary, all portions of the Pond Improvements (the “**Pond Maintenance**”), in perpetuity, to County’s satisfaction, in accordance with County standards and in compliance with the Plans and with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

5. Failure to Maintain. In the event Owner fails or refuses to perform the Pond Maintenance to County's satisfaction, County shall have the right, but not the obligation, to enter upon Owner's Property and perform such maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual non-exclusive access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "**Pond Access Easement**").

6. Permits and Compliance; Hazardous Substances. Owner shall perform all the Pond Maintenance in strict compliance with the Plans and with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges which are the subject of this Agreement shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released into or upon the Pond Improvements. In the event of any discharge and/or release which is not in compliance, as noted herein, Owner shall have thirty (30) days after the discovery of such, whether by Owner, County, or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense.

7. Modification, Reconfiguration, or Relocation of Pond Improvements and/or Drainage Easement Area. Owner may, upon thirty (30) days prior notice to County and with County consent, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area. Any such modification, reconfiguration, and/or relocation shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner Failure to Maintain or Remedy Non-Compliance. In the event County exercises its rights in response to Owner's failure or refusal to: (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 4 and 5 herein, and/or (ii) remedy a non-compliance as contemplated by Section 6 herein, County may assess any and all costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants Running with the Land. All of the covenants, obligations, terms, agreements, and restrictions set forth herein are intended to be, and shall be construed as, covenants running with Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Owner's Property.

10. Continuing Lien; Delinquent Payments. This Agreement shall serve as a continuing lien against Owner's Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Owner has failed or refused to perform, including, without limitation, as contemplated by Sections 4, 5, 6, and 8, herein. In the

event Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with FedEx or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

**Owner:** PULTE HOME COMPANY, LLC  
4901 Vineland Road, Suite 500  
Orlando, Florida 32811  
Attn: Neil Klapproth, Director – Land Development

With a copy to: Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801  
Attn: Daniel T. O'Keefe, Esq.

**County:** ORANGE COUNTY, FLORIDA  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: County Administrator

With a copy to: Orange County Public Works Department  
4200 S. John Young Parkway  
Orlando, FL 32839  
Attn: Public Works Director

13. Recordation. 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.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages]



IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.

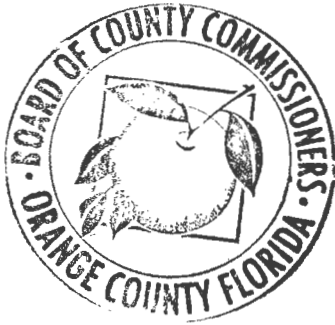
“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*  
*for* Jerry L. Demings  
Orange County Mayor

Date: *20 Aug 19*



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

By: *Jessica Vaupel*  
*for* Deputy Clerk  
Print name: Jessica Vaupel

Signed, sealed and delivered  
in the presence of:

“OWNER”

**PULTE HOME COMPANY, LLC**, a  
Michigan limited liability company, authorized  
to transact business in the State of Florida

Witness 1 sign: [Signature]

By: [Signature]

Witness 1 print name: Curt Torres

Print name: Neil Klapproth

Witness 2 sign: [Signature]

Title: Director of Land

Witness 2 print name: Denise Swift

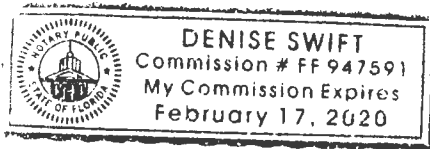
(Signature of **TWO** witnesses required by  
Florida law)

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by Neil Klapproth,  
as Director of Land of PULTE HOME COMPANY, LLC, a Michigan limited liability  
company who is known by me to be the person described herein and who executed the  
foregoing, this 16<sup>th</sup> day of April, 2019. He is personally known to me or has  
produced (type of identification) \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day  
of April, 2019.

(Notary Stamp or Seal)



[Signature]  
NOTARY PUBLIC  
Print name: Denise Swift  
Commission No. FF 947591  
My Commission Expires: 2-17-20

**Exhibit "A"**

**General Depiction of the Pond Improvements / Project Location Map**

*(See attached Project Location Map on following Page)*



**Kimley»Horn**  
 Certificate of Authorization No. 696  
 189 South Orange Avenue, Suite 1000  
 Orlando, Florida 32801



**HILTON**  
**PULTE/ADVENTIST HEALTH SYSTEM/SUNBELT INC.**

**CONNECTOR ROAD  
 DRAINAGE  
 EASEMENT MAP (02)**

**Exhibit "B"**

**Legal Description of Owner's Property**

Tract SW-3, RUBY LAKE PHASE 1, according to the map or plat thereof, as recorded in Plat Book 88, Page 120, of the Public Records of Orange County, Florida.

**Exhibit "C"**

**Legal Description and Sketch of Description of Drainage Easement Area**

*(See attached Legal Description and Sketch of Description of Parcel 806N on following Pages)*

**SCHEDULE "A"**

PALM PARKWAY TO APOPKA-VINELAND  
CONNECTOR ROAD  
PARCEL NUMBER: 806N  
ESTATE: PERPETUAL EASEMENT  
PURPOSE: DRAINAGE


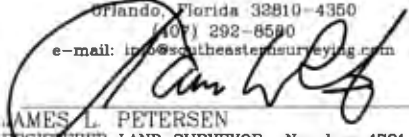
**DESCRIPTION:**

Tract SW-3, Ruby Lake - Phase 1, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, of the Public Records of Orange County, Florida.

Containing 3.30 acres, more or less.

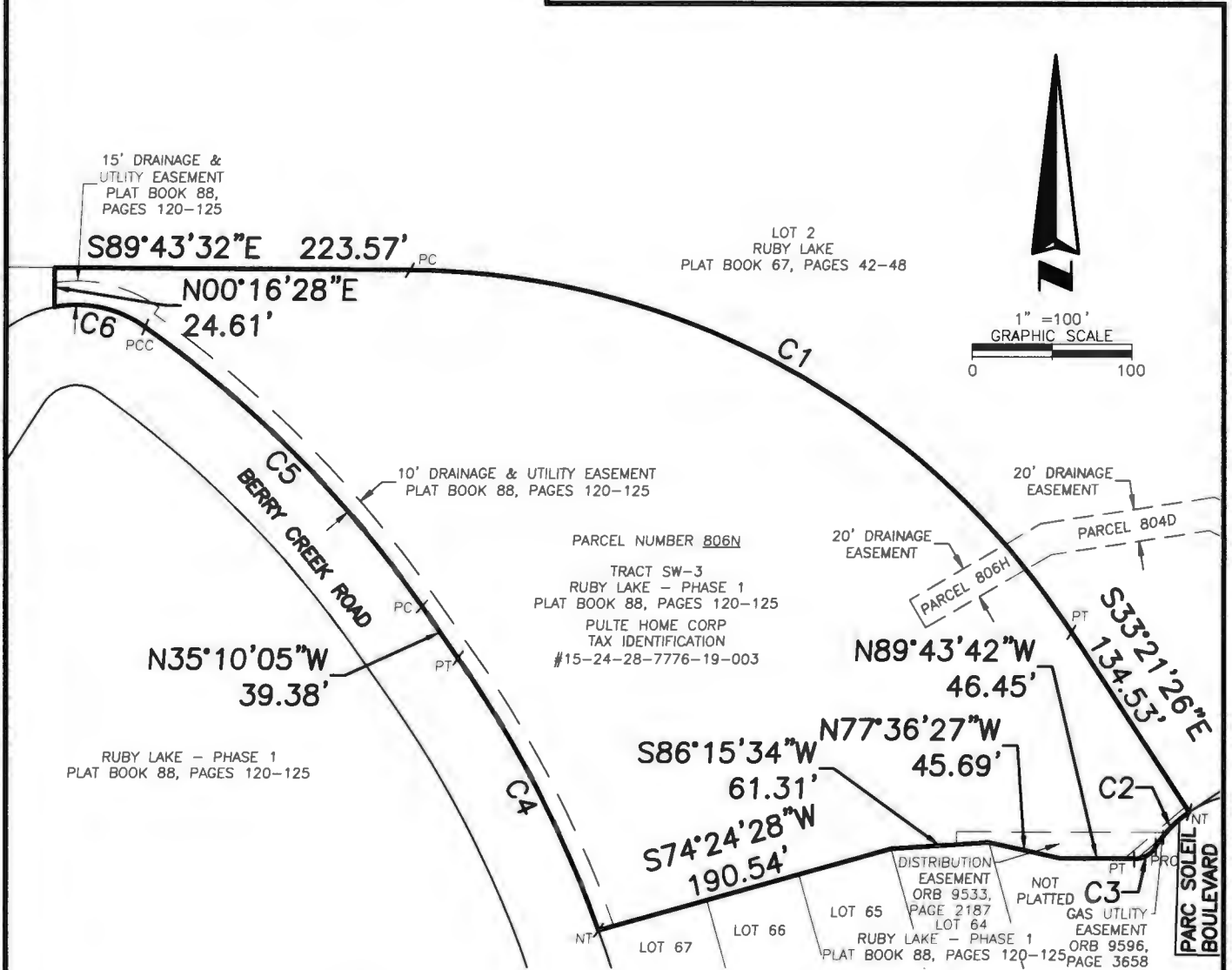
**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the North line of Tract SW-3, Ruby Lake - Phase 1, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, of the Public Records of Orange County, Florida, reference bearing being South 89°43'32" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. Sketch and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Fidelity National Title Insurance Company title insurance commitment # 7468035, dated 02/17/2019 at 5:00 PM and all recorded survey related encumbrances, except liens, identified in Schedule B-II of the title insurance commitment have been shown or noted on the sketch. Title Commitment Schedule B-II Exceptions that are not a survey matter may require a legal opinion as to their affecting or not affecting the subject parcel therefore the surveyor is not qualified by law to render a conclusive legal opinion as to those non-survey matter exceptions.
5. Property is subject to utilities, public, maintenance and surface water blanket type easement as recorded in Official Records Book 8508, Page 680, Official Records Book 6884, Page 1757, Official Records Book 8020, Page 4704, Official Records Book 8169, Page 1398, Official Records Book 8508, Page 738, Official Records Book 9059, Page 2312, Official Records Book 9825, Page 3709, Official Records Book 9905, Page 5329, Official Records Book 10877, Page 657, Official Records Book 11006, Page 6053.

<p><b>Sketch of Description</b></p> <p>FOR</p> <p><b>Maury L. Carter</b></p> <p><b>&amp; Associates, Inc.</b></p>	Date:	February 27, 2019    EM		Certification Number LB2108	51599144
	Job Number:	51599144		Scale:	1" = 100'
	<p><b>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</b></p> <p><b>THIS IS NOT A SURVEY.</b></p>				
	<p>REVISED: 03/19/19 AR</p> <p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p>				
 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8500 e-mail: info@southeasternsurveying.com</p>  <p><b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR    Number 4791</p>					

# SKETCH OF DESCRIPTION

PALM PARKWAY TO APOPKA-VINELAND  
CONNECTOR ROAD  
PARCEL NUMBER: 806N  
ESTATE: PERPETUAL EASEMENT  
PURPOSE: DRAINAGE



## LEGEND & ABBREVIATIONS

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVE
- PCC = POINT OF COMPOUND CURVE
- NT = NON TANGENT
- ORB = OFFICIAL RECORDS BOOK

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	500.00'	56°22'06"	491.91'	S61°32'29"E	472.31'
C2	71.00'	24°26'55"	30.30'	S44°25'06"W	30.07'
C3	16.00'	58°04'46"	16.22'	S61°14'02"W	15.53'
C4	715.00'	15°23'13"	192.02'	N27°28'29"W	191.44'
C5	715.00'	19°49'04"	247.31'	N45°04'37"W	246.08'
C6	75.00'	45°54'22"	60.09'	N77°56'20"W	58.50'



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

REVISED: 03/19/19 AR  
Drawing No. 51599144  
Job No. 51599144  
Date: FEBRUARY 27, 2019  
SHEET 2 OF 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 2



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 20 2019

**This Document prepared by:**  
Borron J. Owen, Jr., Esq.  
Gray | Robinson  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

**After recording return this Document to:**  
Orange County Real Estate Management Division  
400 E. South St., 5<sup>th</sup> Floor  
Orlando, FL 32801

Project: Palm Parkway Connector (RIFCC)  
Parcel Id No.: Portion of 15-24-28-7774-00-025

**SHARED USE POND EASEMENT AGREEMENT**  
*(Adventist Pond Parcel 8060)*

**THIS SHARED USE POND EASEMENT AGREEMENT** (this “**Agreement**”), effective as of the latest day of execution (the “**Effective Date**”), is entered into by and between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, with its principal place of business at 1919 N. Orange Avenue, Suite E, Orlando, Florida 32804 (“**Owner**”), and **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 (“**County**”) (Owner and County may hereinafter be collectively referred to individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

In connection with the AdventHealth Ruby Lake, Orlando development (the “**Development**”), and as generally depicted on **Exhibit “A”**, attached hereto and made a part hereof, Owner or Owner’s predecessor-in-interest has constructed a storm water retention pond and associated drainage facilities and outfall structures (collectively, the “**Pond Improvements**”) on Owner’s real property, which real property is located in Orange County, Florida and more particularly described in the attached and incorporated **Exhibit “B”** (the “**Owner’s Property**”).

Owner and County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Agreement recorded December 27, 2015, in Book 8387, Page 3416; as affected by that certain Assignment and Assumption of Licenses, permits and Approvals recorded April 11, 2008, in Official Records Book 9657, Page 2855; Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement recorded December 27, 2005, in Book 8387, Page 3525; Notice of Completion recorded January 14, 2009, in Book 9815, Page 3882; Second Supplemental recorded in Official Records Book 10232, Page 3595; Assignment and Assumption of Connector Road Agreement recorded December 29, 2016, in Official Records Instrument Number 20160672964; Assignment and Assumption Agreement recorded December

29, 2016, in Official Records Instrument Number 20160672965; Third Supplemental recorded January 13, 2017, in Official Records Instrument Number 20170027137; Fourth Supplemental recorded January 12, 2017 in Official Records Instrument Number 20170025202; and Fifth Supplemental recorded October 6, 2017, in Official Records Instrument Number 20170546981; all recorded in the Public Records of Orange County, Florida (collectively, the “**Road Agreement**”).

Pursuant to the Road Agreement, a certain public roadway improvement known as Palm Parkway to Apopka-Vineland Road Connector Road (the “**Roadway**”) is being constructed in the same general area as the Development.

Owner has requested that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the Parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

#### **AGREEMENT**

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

2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, upon, through, and across the real property more particularly described in Exhibit “C”, attached hereto and incorporated herein (the “**Drainage Easement Area**”).

3. Construction of Pond Improvements. Owner or Owner’s predecessor-in-interest has designed, engineered, permitted, and constructed the Pond Improvements within the Drainage Easement Area at no cost or expense to County. Owner or Owner’s predecessor-in-interest has constructed the Pond Improvements to County standards, and in compliance with County-approved plans (the “**Plans**”) and all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements, in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, reconstruct, and replace, as necessary, all portions of the Pond Improvements (the “**Pond Maintenance**”), in perpetuity, to County’s satisfaction, in accordance with County standards and in compliance with the Plans and with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

5. Failure to Maintain. In the event Owner fails or refuses to perform the Pond Maintenance to County's satisfaction, County shall have the right, but not the obligation, to enter upon Owner's Property and perform such maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual non-exclusive access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "**Pond Access Easement**").

6. Permits and Compliance; Hazardous Substances. Owner shall perform all the Pond Maintenance in strict compliance with the Plans and with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges from Owner's Property shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released into or upon the Pond Improvements from Owner's Property. In the event of any discharge and/or release in violation of this paragraph, Owner shall have thirty (30) days after the discovery of such, whether by Owner, County, or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense.

7. Modification, Reconfiguration, or Relocation of Pond Improvements and/or Drainage Easement Area. Owner may modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area at any time, pursuant to County approved plans. Any such modification, reconfiguration, and/or relocation shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner Failure to Maintain or Remedy Non-Compliance. In the event County exercises its rights in response to Owner's failure or refusal to: (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 4 and 5 herein, and/or (ii) remedy a non-compliance as contemplated by Section 6 herein, County may assess any and all costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants Running with the Land. All of the covenants, obligations, terms, agreements, and restrictions set forth herein are intended to be, and shall be construed as, covenants running with Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Owner's Property.

10. Continuing Lien; Delinquent Payments. This Agreement shall serve as a continuing lien against that portion of Owner's Property more particularly described in the attached **Exhibit "D"** (the "**Security Parcel**") to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Owner has failed or refused to

perform, including, without limitation, as contemplated by Sections 4, 5, 6, and 8, herein. In the event Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien as to the Security Parcel in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with FedEx or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

**Owner:** ADVENTIST HEALTH SYSTEM/SUNBELT, INC.  
1919 N. Orange Avenue, Suite E  
Orlando, Florida 32804  
Attn: Director of Real Estate

With a copy to: Gray | Robinson  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801  
Attn: Borron J. Owen, Jr., Esq.

**County:** ORANGE COUNTY, FLORIDA  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: County Administrator

With a copy to: Orange County Public Works Department  
4200 S. John Young Parkway  
Orlando, FL 32839  
Attn: Public Works Director

13. Recordation. 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.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.

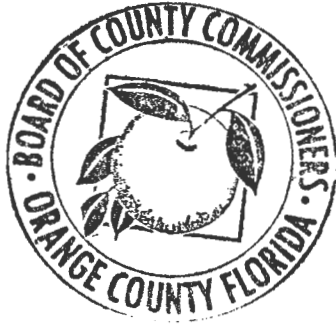
“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryon W. Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: *20 Aug 19*



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

By: *Jessica Vaupel*  
for Deputy Clerk  
Print name: *Jessica Vaupel*

Signed, sealed and delivered  
in the presence of:

“OWNER”

**ADVENTIST HEALTH  
SYSTEM/SUNBELT, INC.**, a Florida not-  
for-profit corporation

Witness 1 sign: [Signature]

By: [Signature]

Witness 1 print name: Justin Okini

Print name: Lars D. Houmann

Witness 2 sign: [Signature]

Title: Vice President

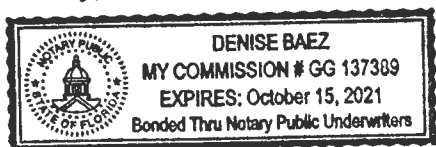
Witness 2 print name: MAYRA ARROYO

(Signature of **TWO** witnesses required by  
Florida law)

**STATE OF FLORIDA  
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me by Lars D. Houmann, as Vice President of ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is known by me to be the person described herein and who executed the foregoing, this 10<sup>th</sup> day of May, 2019. He is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of May, 2019.



(Notary Stamp or Seal)

[Signature]  
NOTARY PUBLIC  
Print name: Denise Baez  
Commission No. GG 137389  
My Commission Expires: 10/15/2021

**Exhibit "A"**

**General Depiction of the Pond Improvements / Project Location Map**

**Pond P-7 (Parcel 8060) as depicted on the attached  
Connector Road Drainage Easement Map**





**Exhibit "B"**

**Owner's Property**

All that certain land conveyed to Owner by Pulte Home Company, LLC, as Grantor, pursuant to that certain General Warranty Deed dated December 21, 2018 and recorded at Document #20180745882, which land is more particularly described below:

A portion of Tract B and a portion of Lot 2, *RUBY LAKE*, according to the plat thereof, as recorded in Plat Book 67, Pages 42 through 48, Public Records of Orange County, Florida;

AND

A portion of Block 69, together with portions of Main Street and Graydon Avenue, *CENTRAL ORANGE PARK*, according to the plat thereof, as recorded in Plat Book O, Pages 63 through 65, Public Records of Orange County, Florida;

The above lands lying in Sections 14 and 15, Township 24 South, Range 28 East, Orange County, Florida, being described as follows:

Commence at the northwest corner of Tract WL-1, *OVERLOOK AT RUBY LAKE*, according to the plat thereof, as recorded in Plat Book 95, Pages 56 through 58, Public Records of Orange County, Florida; said point lying on the easterly right-of-way line of Citron Oaks Drive as shown on the plat of *RUBY LAKE - PHASE 1*, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, Public Records of Orange County, Florida; said point also being a point on a non-tangent curve, concave easterly, having a radius of 975.00 feet; thence run northerly, along said easterly right-of-way line, the following four (4) courses and distances: on a chord bearing of N 09°53'01" W and a chord distance of 62.90 feet, run along the arc of said curve, a distance of 62.91 feet, through a central angle of 03°41'49" for the *POINT OF BEGINNING*; thence continue along the arc of said curve, a distance of 166.57 feet, through a central angle of 09°47'18" to the point of tangency thereof; thence run N 01°45'12" E, a distance of 260.85 feet to a point of curvature of a curve, concave southwesterly, having a radius of 100.00 feet and a central angle of 78°45'54"; thence run northwesterly, along the arc of said curve, a distance of 137.47 feet to a point on the easterly line of Lot 64, *RUBY LAKE - PHASE 1*; thence run N 15°35'32" W, a distance of 129.60 feet to a point on the south line of Tract SW-3, *RUBY LAKE - PHASE 1*; thence easterly along the southerly line of said Tract SW-3, the following four (4) courses and distances: run S 77°36'27" E, a distance of 45.69 feet; thence run S 89°43'42" E, a distance of 46.45 feet to a point of curvature of a curve, concave northwesterly, having a radius of 16.00 feet and a central angle of 58°04'46"; thence run northeasterly, along the arc of said curve, a distance of 16.22 feet to a point of reverse curvature of a curve, concave southerly, having a radius of 71.00 feet and a central angle of 18°20'34"; thence run easterly, along the arc of said curve, a distance of 22.73 feet to a point on the west line of an Access Tract as recorded in Document No. 20170094357, Public Records of Orange County, Florida; thence along the west and south lines of said Access Tract the following five (5) courses and distances:

departing the southerly line of said Tract SW-3, run S 01°45'12" W, a distance of 84.63 feet; thence run S 89°43'33" E, a distance of 217.66 feet to a point of curvature of a curve, concave northerly, having a radius of 280.00 feet and a central angle of 37°07'22"; thence run easterly, along the arc of said curve, a distance of 181.42 feet to the point of tangency thereof; thence run N 53°09'05" E, a distance of 63.25 feet; thence run S 80°08'47" E, a distance of 68.26 feet to a point on the easterly line of those lands as described and recorded in Official Records Document # 20160653169, Public Records of Orange County, Florida; thence southeasterly, along said easterly line, the following two (2) courses and distances: thence run S 25°25'27" E, a distance of 53.20 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 737.75 feet; thence, on a chord bearing of S 42°29'16" E and a chord distance of 63.52 feet, run southeasterly, along the arc of said curve, a distance of 63.54 feet, through a central angle of 04°56'05" to a point on the proposed southwesterly right-of-way line of Daryl Carter Parkway; thence run southeasterly along said proposed southwesterly right-of-way line, the following four (4) courses and distances: continue along the aforementioned curve, having a radius of 737.75 feet, a distance of 82.38 feet through a central angle of 06°23'53" to the point of tangency thereof; thence run S 51°21'11" E, a distance of 172.72 feet; thence run S 49°21'48" E, a distance of 61.02 feet; thence run S 06°21'11" E, a distance of 65.88 feet to a point on the westerly right-of-way line of Palm Parkway, as described and recorded in Official Records Book 5138, Page 1988 and Official Records Book 5433, Page 777, Public Records of Orange County, Florida: said point being a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 2,165.00 feet; thence, on a chord bearing of S 29°50'31" W and a chord distance of 546.52 feet, run southwesterly, along the arc of said curve, a distance of 547.98 feet through a central angle of 14°30'08" to a point on the northerly line of said *OVERLOOK AT RUBY LAKE*; thence run westerly along the northerly line thereof, the following five (5) courses and distances: run S 67°00'00" W, a distance of 27.94 feet; thence run N 67°40'44" W, a distance of 34.64 feet to a point of curvature of a curve, concave northeasterly, having a radius of 401.01 feet and a central angle of 06°10'20"; thence run northwesterly, along the arc of said curve, a distance of 43.20 feet to a non-tangent line; thence run N 65°58'00" W, a distance of 34.64 feet; thence run S 22°19'16" W, a distance of 84.50 feet to a point of curvature of a non-tangent curve, concave northeasterly, having a radius of 265.00 feet; thence, departing the northerly line of said *OVERLOOK AT RUBY LAKE*, on a chord bearing of N 47°43'41" W and a chord distance of 68.34 feet, run northwesterly, along the arc of said curve, a distance of 68.53 feet, through a central angle of 14°49'03" to a point on a non-tangent line; thence run N 42°07'32" W, along said line, a distance of 67.93 feet; thence run N 43°55'12" W, a distance of 24.18 feet to a point of curvature of a curve, concave southwesterly, having a radius of 440.00 feet and a central angle of 19°19'31"; thence run northwesterly, along the arc of said curve, a distance of 148.41 feet to a point on a non-tangent line; thence run N 51°35'25" W, along said line, a distance of 59.37 feet; thence run S 79°22'02" W, a distance of 115.22 feet to the **POINT OF BEGINNING**.

Containing 11.63 acres, more or less.

**Exhibit "C"**

**Legal Description and Sketch of Description of Drainage Easement Area**

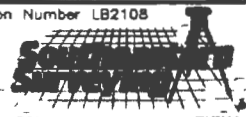

PALM PARKWAY TO  
APOPKA-VINELAND CONNECTOR ROAD  
PARCEL NUMBER: 8060  
ESTATE PERPETUAL EASEMENT  
PURPOSE: DRAINAGE

**DESCRIPTION:**

A portion of Lot 2, Ruby Lake, according to the plat thereof, as recorded in Plot Book 67, Pages 42 through 48, inclusive, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of Section 14, Township 24 South, Range 28 East, Orange County, Florida; thence North 89°27'15" East, a distance of 49.75 feet, along the North line of the Southwest quarter of said Section 14; thence departing said North line, South 00°32'45" East, a distance of 199.45 feet to the POINT OF BEGINNING; thence South 50°57'01" East, a distance of 73.77 feet to a point of curvature of a curve concave Westerly, having a radius of 45.00 feet and a central angle of 101°42'13"; thence Southerly along the arc of said curve a distance of 79.88 feet to a point of tangency; thence South 50°45'12" West, a distance of 9.13 feet to a point of curvature of a curve concave Southeasterly, having a radius of 55.00 feet and a central angle of 34°26'22"; thence Southwesterly along the arc of said curve a distance of 33.06 feet to a point of tangency; thence South 16°18'50" West, a distance of 14.71 feet to a point of curvature of a curve concave Northwesterly, having a radius of 45.00 feet and a central angle of 98°15'03"; thence Southwesterly along the arc of said curve a distance of 77.17 feet to a point of tangency; thence North 65°26'08" West, a distance of 47.82 feet to a point of curvature of a curve concave Southerly, having a radius of 230.00 feet and a central angle of 16°08'32"; thence Westerly along the arc of said curve a distance of 64.80 feet to a point of tangency; thence North 81°34'40" West, a distance of 55.51 feet to a point of curvature of a curve concave Easterly, having a radius of 65.08 feet and a central angle of 165°27'59"; thence Northerly along the arc of said curve a distance of 187.95 feet to a point of tangency; thence North 83°53'19" East, a distance of 38.53 feet to a point of curvature of a curve concave Northerly, having a radius of 230.00 feet and a central angle of 13°22'13"; thence Easterly along the arc of said curve a distance of 53.67 feet to a point of tangency; thence North 70°31'07" East, a distance of 35.47 feet to a point of curvature of a curve concave Southerly, having a radius of 70.00 feet and a central angle of 58°31'52"; thence Easterly along the arc of said curve a distance of 71.51 feet to the POINT OF BEGINNING

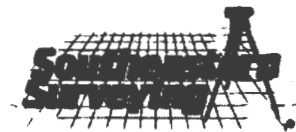
Containing 1.07 acres, more or less.

<b>Sketch of Description</b>  FOR <b>Maury L. Carter</b> & Associates, Inc.	Date: February 27, 2019 EM		Certification Number LB2108 51599145
	Job Number: 51599145	Scale: 1" = 100'	 <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Winter Garden, Florida 32810-4350 (407) 292-8800 e-mail: info@seasurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	REVISED: 03/14/19 AR SHEET 1 OF 3 SEE SHEET 2 FOR SKETCH		
		 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791	

SKETCH OF DESCRIPTION  
PROPOSED DRAINAGE EASEMENT  
PALM PARKWAY TO APOPKA-VINELAND  
CONNECTOR ROAD  
PARCEL NUMBER: 8060  
ESTATE: PERPETUAL EASEMENT  
PURPOSE: DRAINAGE

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the North line of the Southwest quarter of Section 14, Township 24 South, Range 28 East, Orange County, Florida, reference bearing being North 89°27'15" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. SKetch and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Fidelity National Title Insurance Company title insurance commitment # 7493027, dated 02/28/2019 at 5:00 PM and all recorded survey related encumbrances, except liens, identified in Schedule B-II of the title insurance commitment have been shown or noted on the sketch. Title Commitment Schedule B-II Exceptions that are not a survey matter may require a legal opinion as to their affecting or not affecting the subject parcel therefore the surveyor is not qualified by law to render a conclusive legal opinion as to those non-survey matter exceptions.
5. Property is subject to utilities, public, maintenance and surface water blanket type easement as recorded in Official Records Book 8508, Page 680, Official Records Book 9059, Page 2312, Official Records Book 9825, Page 3709, Official Records Book 10877, Page 657, Official Records Book 11006, Page 5945, Official Records Book 11006, Page 6053, Official Recorded Instrument Number 20170294506, Official Recorded Instrument Number 20180759257, Official Recorded Instrument Number 20180486580, Official Recorded Instrument Number 20180486581.

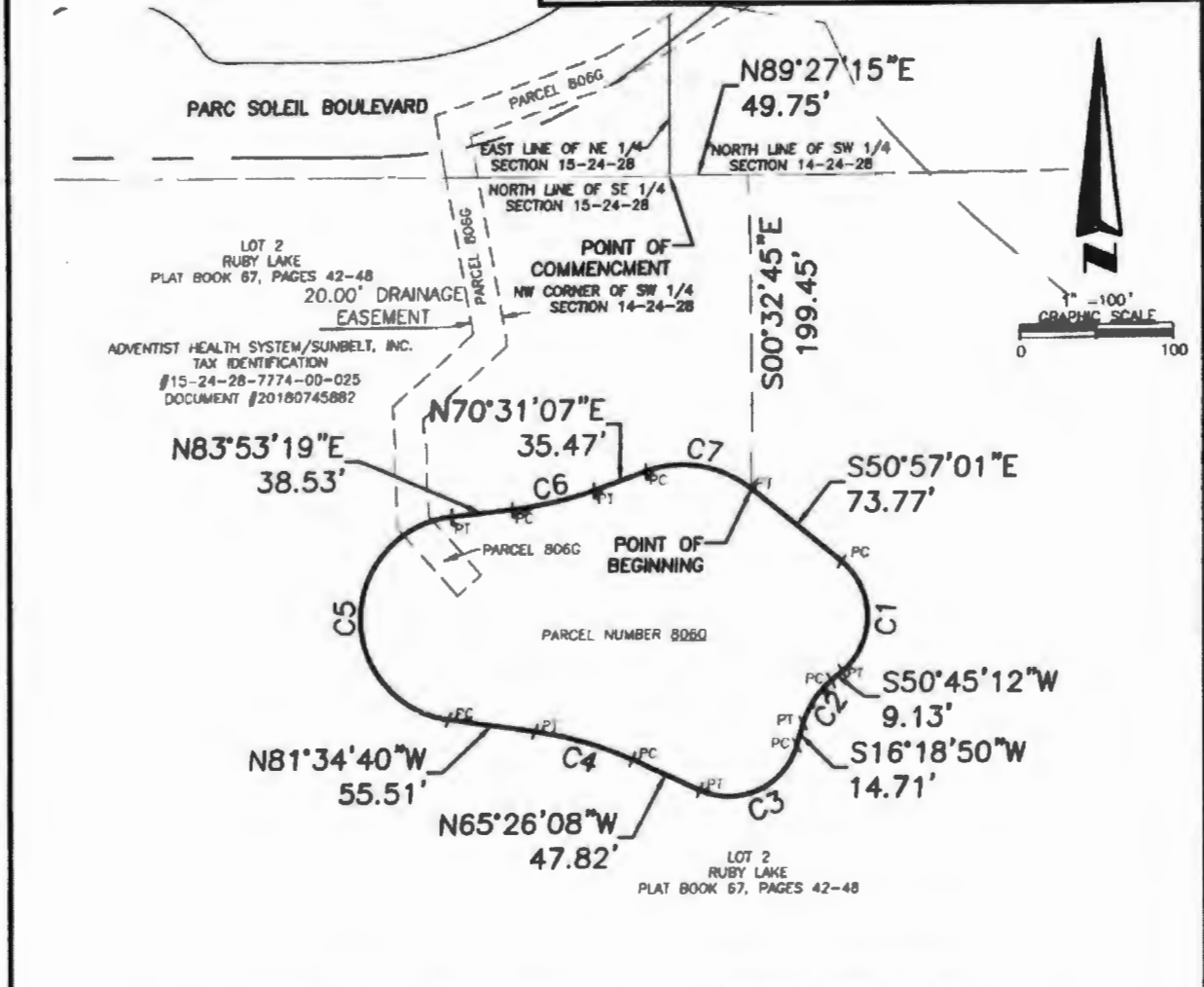


REVISED: 03/14/19  
Drawing No. 51599145  
Job No. 51599145  
Date: FEBRUARY 27, 2019  
SHEET 2 OF 3  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHFET 1 THROUGH 3

SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4360  
(407) 292-8580  
Certification Number LB2108  
e-mail: info@southeasternsurveying.com

SKETCH OF DESCRIPTION  
 PROPOSED DRAINAGE EASEMENT  
 PALM PARKWAY TO APOPKA-VINELAND  
 CONNECTOR ROAD  
 PARCEL NUMBER: 8060  
 LSTATE: PERPETUAL EASEMENT  
 PURPOSE: DRAINAGE



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	45.00'	101°42'13"	79.86'	S0°05'55"E	69.80'
C2	55.00'	34°26'22"	33.06'	S33°32'01"W	32.56'
C3	45.00'	96°15'03"	77.17'	S65°26'21"W	68.05'
C4	230.00'	16°08'32"	64.80'	N73°30'24"W	64.50'
C5	85.08'	165°27'58"	187.85'	N1°09'20"E	129.11'
C6	230.00'	13°22'13"	53.67'	N77°12'13"E	53.55'
C7	70.00'	58°31'52"	71.51'	S80°12'57"E	68.44'

LEGEND & ABBREVIATIONS

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY



SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

REVISED: 03/14/19  
 Drawing No. 51599145  
 Job No. 51599145  
 Date: FEBRUARY 27, 2019  
 SHEET 3 OF 3  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 3

**Exhibit "D"**  
**Security Parcel**

**See attached Sketch and Legal (3 pages)**

# SKETCH OF DESCRIPTION

-SEE SHEET 2 FOR SKETCH  
-SEE SHEET 3 FOR LINE AND CURVE TABLES

Description: (prepared by Donald W. McIntosh Associates, Inc.)

That part of Tract B and Lot 2, RUBY LAKE, according to the plat thereof, as recorded in Plat Book 67, Pages 42 through 48, of the Public Records of Orange County, Florida, and that part of Block 69, Main Street and Graydon Avenue, CENTRAL ORANGE PARK, according to the plat thereof, as recorded in Plat Book O, Pages 63 through 65, of said Public Records, together lying in Sections 14 and 15, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

COMMENCE at the Northwest corner of Tract WL-1, OVERLOOK AT RUBY LAKE, according to the plat thereof, as recorded in Plat Book 95, Pages 56 through 58, of said Public Records and a curve concave Easterly having a radius of 975.00 feet and a chord bearing of N09°53'01"W; thence run the following four (4) courses along the Easterly Right-of-way line of Citron Oaks Drive, RUBY LAKE - PHASE 1, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, of said Public Records: Northerly along the arc of said curve through a central angle of 03°41'49" for a distance of 62.91 feet to the POINT OF BEGINNING; thence continue along said curve concave Easterly having a radius of 975.00 feet and a chord bearing of N03°08'27"W; thence Northerly along the arc of said curve through a central angle of 09°47'18" for a distance of 166.57 feet to the point of tangency; thence N01°45'12"E, 260.85 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet and a chord bearing of N37°37'45"W; thence Northwesterly along the arc of said curve through a central angle of 78°45'54" for a distance of 137.47 feet to the Southeast Corner of Lot 64, of said RUBY LAKE - PHASE 1 and a non-tangent line; thence N15°35'32"W along the East line of said Lot 64, for a distance of 129.60 feet to the Northeast corner of said Lot 64; thence run the following four (4) courses along the Southerly line of Tract SW-3, of said RUBY LAKE - PHASE 1: S77°36'27"E, 45.69 feet; thence S89°43'42"E, 46.45 feet to the point of curvature of a curve concave Northwesterly having a radius of 16.00 feet and a chord bearing of N61°13'55"E; thence Northeasterly along the arc of said curve through a central angle of 58°04'46" for a distance of 16.22 feet to the point of reverse curvature and a curve concave Southeasterly having a radius of 71.00 feet and a chord bearing of N41°21'49"E; thence Northeasterly along the arc of said curve through a central angle of 18°20'34" for a distance of 22.73 feet to the Westerly line of "New HRC Access Driveway", as described in Exhibit "D", recorded in Official Records Document #20170094357, of said Public Records, and a non-tangent line; thence run the following five (5) courses along the Westerly and Southerly lines of said "New HRC Access Driveway": S01°45'12"W, 84.63 feet; thence S89°43'33"E, 217.66 feet to the point of curvature of a curve concave Northerly having a radius of 280.00 feet and a chord bearing of N71°42'46"E; thence Easterly along the arc of said curve through a central angle of 37°07'22" for a distance of 181.42 feet to the point of tangency; thence N53°09'05"E, 63.25 feet; thence S80°08'47"E, 68.26 feet to the Easterly line of lands described in Official Records Document #20160653169, of said Public Records; thence S25°25'27"E along said Easterly line, 53.20 feet to a non-tangent curve concave Northeasterly having a radius of 737.75 feet and a chord bearing of S48°09'15"E; thence run the following four (4) courses along the Southwesterly line of said Parcel 106: Southeasterly along the arc of said curve through a central angle of 06°23'53" for a distance of 82.38 feet to the point of tangency; thence S51°21'11"E, 172.72 feet; thence S49°21'48"E, 61.02 feet; thence S06°21'11"E, 65.88 feet to the Westerly Right-of-way line of Palm Parkway, as described in Official Records Book 5138, Page 1988 and Official Records Book 5433, Page 777, of said Public Records, and a non-tangent curve concave Southeasterly having a radius of 2165.00 feet and a chord bearing of S34°03'21"W; thence Southwesterly along said Westerly Right-of-way line and the arc of said curve through a central angle of 06°04'28" for a distance of 229.54 feet to a non-tangent line; thence N61°52'56"W, 353.66 feet; thence S28°07'04"W, 356.07 feet to a non-tangent curve concave Southwesterly having a radius of 440.00 feet and a chord bearing of N59°21'39"W; thence Northwesterly along the arc of said curve through a central angle of 07°46'06" for a distance of 59.66 feet to a non-tangent line; thence N51°35'25"W, 59.37 feet; thence S79°22'02"W, 115.22 feet to the POINT OF BEGINNING.

Containing 8.558 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**NOTES:**

1. This is not a survey.
2. Bearings based on the Easterly line of Lot 64, RUBY LAKE PHASE 1, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, of the Public Records of Orange County, Florida, being N15°35'32"W per plat.
3. Unless otherwise shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

**LEGEND**

SEC 15-24-28	SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST
BLVD	BOULEVARD
DOC#	ORANGE COUNTY OFFICIAL RECORDS DOCUMENT NUMBER
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PC(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

PREPARED FOR:

**AdventHealth**

EXHIBIT "D" - SECURITY PARCEL

DATE	BY	DESCRIPTION

REVISIONS



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB88

DONALD W. MCINTOSH ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB88

Rooky L. Carson July 16, 2019  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JFF  
DATE: 07/2019

CHECKED BY: RLC

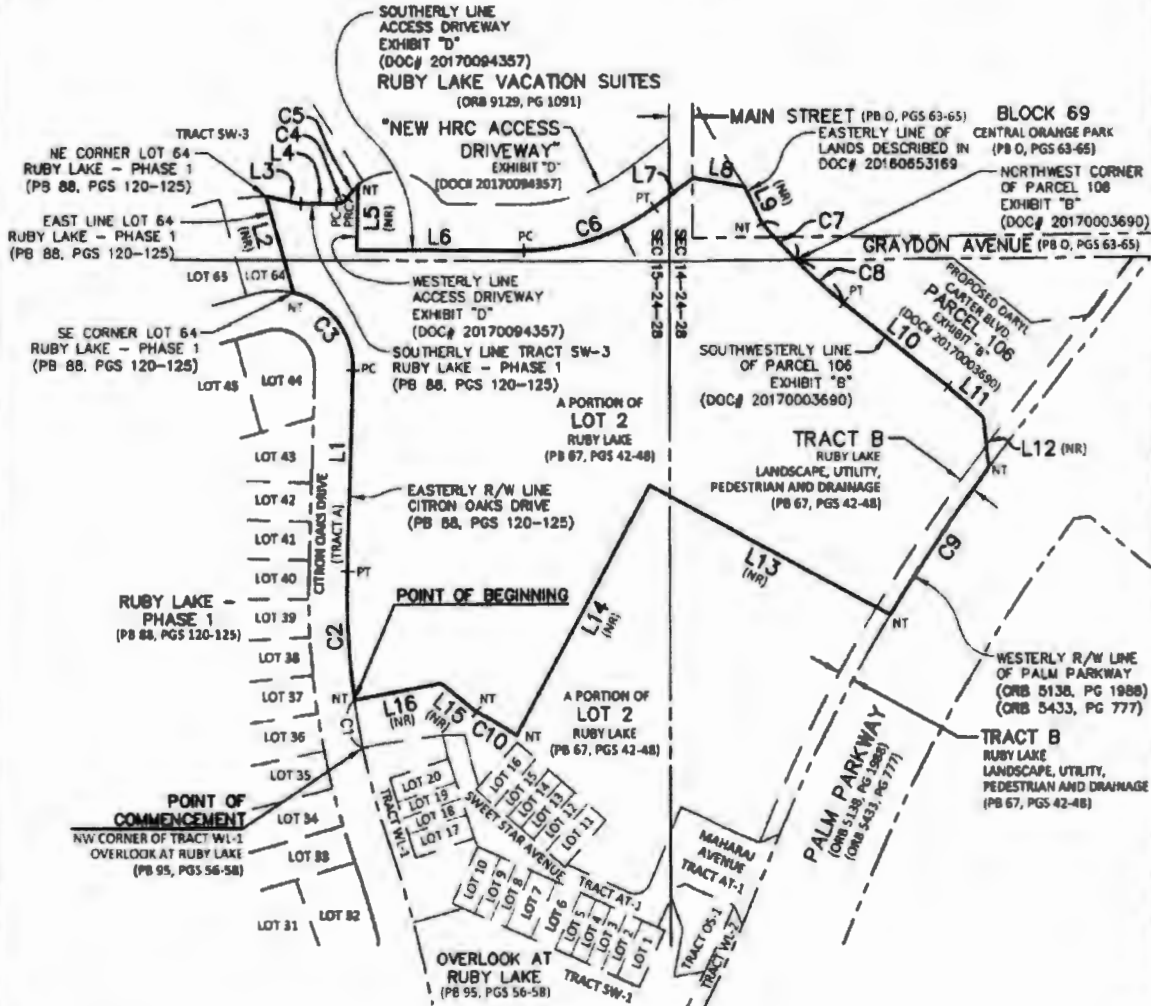
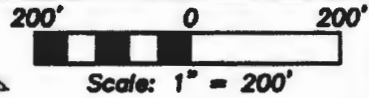
JOB NO.  
19011.024

SCALE  
N/A

SHEET 1  
OF 3

# SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION AND NOTES  
 -SEE SHEET 3 FOR LINE AND CURVE TABLES



PREPARED FOR:  
**AdventHealth**  
 EXHIBIT "D" - SECURITY PARCEL

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

**LEGEND**

SEC 15-24-28	SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST
BLVD	BOULEVARD
DOC#	ORANGE COUNTY OFFICIAL RECORDS DOCUMENT NUMBER
(NR)	NON-RADIAL
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAY BOOK
PC(S)	POINT OF CURVATURE PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

DRAWN BY: <u>JPF</u>	JOB NO. <u>19011.024</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>07/2019</u>	CHECKED BY: <u>RLC</u>		OF <u>3</u>



# SKETCH OF DESCRIPTION

-SEE SHEET 1 FOR DESCRIPTION AND NOTES  
 -SEE SHEET 2 FOR SKETCH

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N01°45'12"E	260.85'
L2	N15°35'32"W	129.60'
L3	S77°36'27"E	45.69'
L4	S89°43'42"E	46.45'
L5	S01°45'12"W	84.63'
L6	S89°43'33"E	217.66'
L7	N53°09'05"E	63.25'
L8	S80°08'47"E	68.26'
L9	S25°25'27"E	53.20'
L10	S51°21'11"E	172.72'
L11	S49°21'48"E	61.02'
L12	S06°21'11"E	65.88'
L13	N61°52'56"W	353.66'
L14	S28°07'04"W	366.07'
L15	N51°35'25"W	59.37'
L16	S79°22'02"W	115.22'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	975.00'	3°41'49"	62.91'	62.90'	N09°53'01"W
C2	975.00'	9°47'18"	168.57'	166.37'	N03°08'27"W
C3	100.00'	78°45'54"	137.47'	126.90'	N37°37'45"W
C4	16.00'	58°04'46"	16.22'	15.53'	N61°13'55"E
C5	71.00'	18°20'34"	22.73'	22.63'	N41°21'48"E
C6	280.00'	37°07'22"	181.42'	178.26'	N71°42'46"E
C7	737.75'	4°56'05"	63.54'	63.52'	S42°29'16"E
C8	737.75'	6°23'53"	82.38'	82.34'	S48°09'15"E
C9	2165.00'	6°04'28"	229.54'	229.43'	S34°03'21"W
C10	440.00'	7°46'06"	59.66'	59.61'	N59°21'39"W

PREPARED FOR:

**AdventHealth**

EXHIBIT "D" - SECURITY PARCEL



**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>JPF</u>	JOB NO. <u>19011.004</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>07/2019</u>	CHECKED BY: <u>RLC</u>		OF <u>3</u>

**LEGEND**

SEC 15-24-28 SECTION 15, TOWNSHIP 24  
 SOUTH, RANGE 28 EAST  
 BLVD BOULEVARD  
 DOC# ORANGE COUNTY OFFICIAL  
 RECORDS DOCUMENT NUMBER  
 (NR) NON-RADIAL  
 NT NON-TANGENT  
 ORB OFFICIAL RECORDS BOOK  
 PB PLAT BOOK  
 PC POINT OF CURVATURE  
 PC(S) PAGE(S)  
 PRC POINT OF REVERSE CURVATURE  
 PT POINT OF TANGENCY  
 R/W RIGHT-OF-WAY

AUG 20 2019

This Instrument was prepared by  
and upon recording, please return to:

Mark D. Thomson, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801  
Telephone: (407) 423-3200

Project: Palm Parkway Connector Road

### SUBORDINATION OF ENCUMBRANCES

**THIS SUBORDINATION OF ENCUMBRANCES** (this “**Subordination**”) is given this 7<sup>th</sup> day of February, 2019, by **Hilton Resorts Corporation**, a Delaware corporation (“**Grantor**”), whose address is 5323 Millenia Lakes Boulevard, Suite 400, Orlando, Florida 32839.

#### **RECITALS:**

A. Orange County, Florida a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (the “**County**”), proposes to locate, construct therein, maintain, and/or improve one or more easements (collectively, the “**Easements**”) in Orange County, Florida, which are to be conveyed by Grantor to the County, all associated with a connector road project (the “**Project**”), and in accordance with the terms of that certain Palm Parkway to Apopka-Vineland Connector Road Agreement, originally recorded at Official Record Book 8387, Page 3416, of the Public Records of Orange County, Florida, as thereafter amended (the “**Road Agreement**”).

B. A portion or portions of the lands described in the Easements for the Project are subject to certain encumbrances of record in favor of, or for the benefit of Grantor, as listed below (the “**Record Encumbrances**”).

C. Orange County has requested, and Grantor has agreed to subordinate its interests under the Record Encumbrances to the property rights of Orange County as such property rights pertain to the Easements and parcels of land described on **Exhibit A**, attached hereto and made a part hereof (collectively, the “**Easement Parcels**”).

**NOW, THEREFORE**, for and in consideration of the premises, One Dollar (\$1.00), and other good and valuable considerations paid, the receipt and sufficiency of which is acknowledged, Grantor hereby subordinates all of Grantor’s right, title, and interest in the following Record Encumbrances to the Easements and property rights of Orange County for the Project, to-wit:

## Record Encumbrances:

- Restrictions, covenants, conditions and easements, which include provisions for: (i) an easement on the land; (ii) a lien for liquidated damages, and (iii) a private charge or assessments, as contained in that certain Declaration of Covenants, Conditions and Restrictions and Vacation Ownership instrument for RL Vacation Suites, recorded in Official Records Book 9129, Page 1091, First Amendment recorded in Official Records Book 9259, Page 3347; Second Amendment recorded October 22, 2008, in Official Records Book 9778, Page 8539; Amended and Restated recorded March 13, 2009, in Official Records Book 9843, Page 2644; Third Amendment recorded January 12, 2011, in Official Records Book 10158, Page 7177, Fourth Amendment recorded June 16, 2011, in Official Records Book 10228, Page 6291, and Fifth Amendment recorded August 24, 2012 in Official Records Book 10431, Page 7049, all of the Public Records of Orange County, Florida, and as may be subsequently amended.
- Construction Access Roadway Easement Agreement in favor of Hilton Resorts Corporation, recorded March 2, 2006 in Official Records Book 8508, Page 784, of the Public Records of Orange County, Florida.
- Agreement to Grant Further Easements; and Restrictive Covenant Agreement and Joinder to Property Owner Association Documents by and between BVC Partners I, LLC, a Florida limited liability company and Hilton Resorts Corporation, a Delaware corporation, recorded March 2, 2006, in Official Records Book 8508, Page 860; as amended by Amendment recorded November 2, 2015, in Official Records Book 11006, Page 5917; Third Amendment recorded November 2, 2015, in Official Records Book 11006, Page 6053; and as affected by an Assignment of Hilton Instruments recorded November 2, 2015 Official Records Book 11006, Page 6060; and Partial Release and Amendment recorded January 4, 2017, in Official Records Instrument Number 20170003690, of the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed as of the date set forth above.

Witnesses:

“Grantor”

Hilton Resorts Corporation, a Delaware corporation

Sign: [Signature]  
Print name: Thomas R. Goodman

By: [Signature]

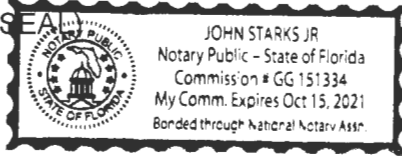
Sign: [Signature]  
Print name: Lena or Black

Print name: Kelly Lodde  
Title: Asst Secretary

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2019, by Kelly Lodde, as Assistant Secretary of and on behalf of **Hilton Resorts Corporation**, a Delaware corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature  
John Starks Jr.  
Typed or Printed Notary Name  
Notary Public – State of Florida  
Commission No. GG151334  
My Commission Expires: Oct. 15, 2021

[Joinder of Parc Soleil Vacation Owners Association, Inc. follows]

**JOINDER OF PARC SOLEIL VACATION OWNERS ASSOCIATION, INC.**

PARC SOLEIL VACATION OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in this Subordination of Encumbrances to which this Joinder is attached, and the terms thereof are, and to the extent applicable to any Record Encumbrance, shall be binding upon the Association, and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder to Subordination of Encumbrances on this 7<sup>th</sup> day of February, 2019.

Witnesses:

"Association"

PARC SOLEIL VACATION OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Sign: [Signature]  
Print name: Therese A. Goodman

By: [Signature]  
Print name: DAN Haughton

Sign: [Signature]  
Print name: JENNIFER A. BOCCARDI

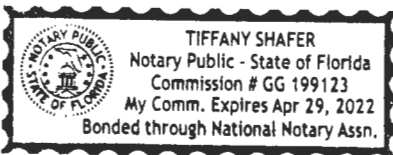
Title: Secretary

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2019, by Dan Haughton, as Secretary of and on behalf of **PARC SOLEIL VACATION OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

[Signature]  
Notary Public Signature  
Tiffany Shafer  
Typed or Printed Notary Name  
Notary Public – State of Florida  
Commission No. GG 199123  
My Commission Expires: 4/29/2022



[Exhibit A follows]

**Exhibit A**

**Legal Description of the Easement Parcels**

*(See attached sketches and descriptions of  
Parcels 804A, 804B, 804C, 804D, 804E, 804F, and 804G)*

**SCHEDULE "A"**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804A**

ESTATE: Perpetual Easement  
 PURPOSE: 15' Transit/Pedestrian/Utility Easement

PARCEL 804A



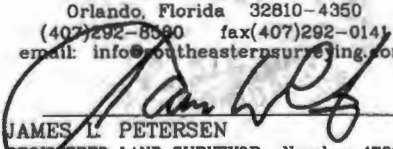
A Portion of RUBY LAKE, according to the Plat thereof as recorded in Plat Book 67, Pages 42 through 48 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North 00°00'35" East, a distance of 159.62 feet along the East line of said Northeast quarter of Section 15 to the Southeast corner of that certain parcel of land as described and recorded in Official Records Book 8508, Page 745, Public Records of Orange County, Florida; thence continue North 00°00'35" East, a distance of 15.43 feet along said East line and the Easterly line of said parcel of land to point on a non-tangent curve concave Northeasterly, having a radius of 585.00 feet and a chord bearing of North 16°27'03" West; thence leaving said East line of Section 15, run Northwesterly along the arc of said curve and said Easterly line of said parcel of land, through a central angle of 32°29'41", a distance of 331.78 feet to the point of tangency; thence North 00°12'11" West, a distance of 359.27 feet along said Easterly line to the point of curvature of a curve concave Westerly, having a radius of 415.00 feet; thence Northerly along the arc of said curve and said Easterly line through a central angle of 02°40'42", a distance of 19.40 feet for the POINT OF BEGINNING, said Point of Beginning being a point on a non-tangent curve concave Southwesterly, having a radius of 651.00 feet and a chord bearing of North 41°59'44" West; thence leaving said Easterly line, run Northwesterly along the arc of said curve, through a central angle of 47°25'39", a distance of 538.87 feet to a point on the aforesaid Easterly line, said Easterly line being a non-tangent curve concave Southwesterly, having a radius of 415.00 feet and a chord bearing of South 76°44'20" East; thence Southeasterly along the arc of said curve and said Easterly line, through a central angle of 08°44'26", a distance of 63.31 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 666.00 feet and a chord bearing of South 41°59'44" East; thence Southeasterly along the arc of said curve and said Easterly line, through a central angle of 36°43'50", a distance of 426.95 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 415.00 feet and a chord bearing of South 07°15'08" East; thence Southeasterly along the arc of said curve and said Easterly line, through a central angle of 08°44'26", a distance of 63.31 feet to the POINT OF BEGINNING.

Containing 7,287 square feet more or less.

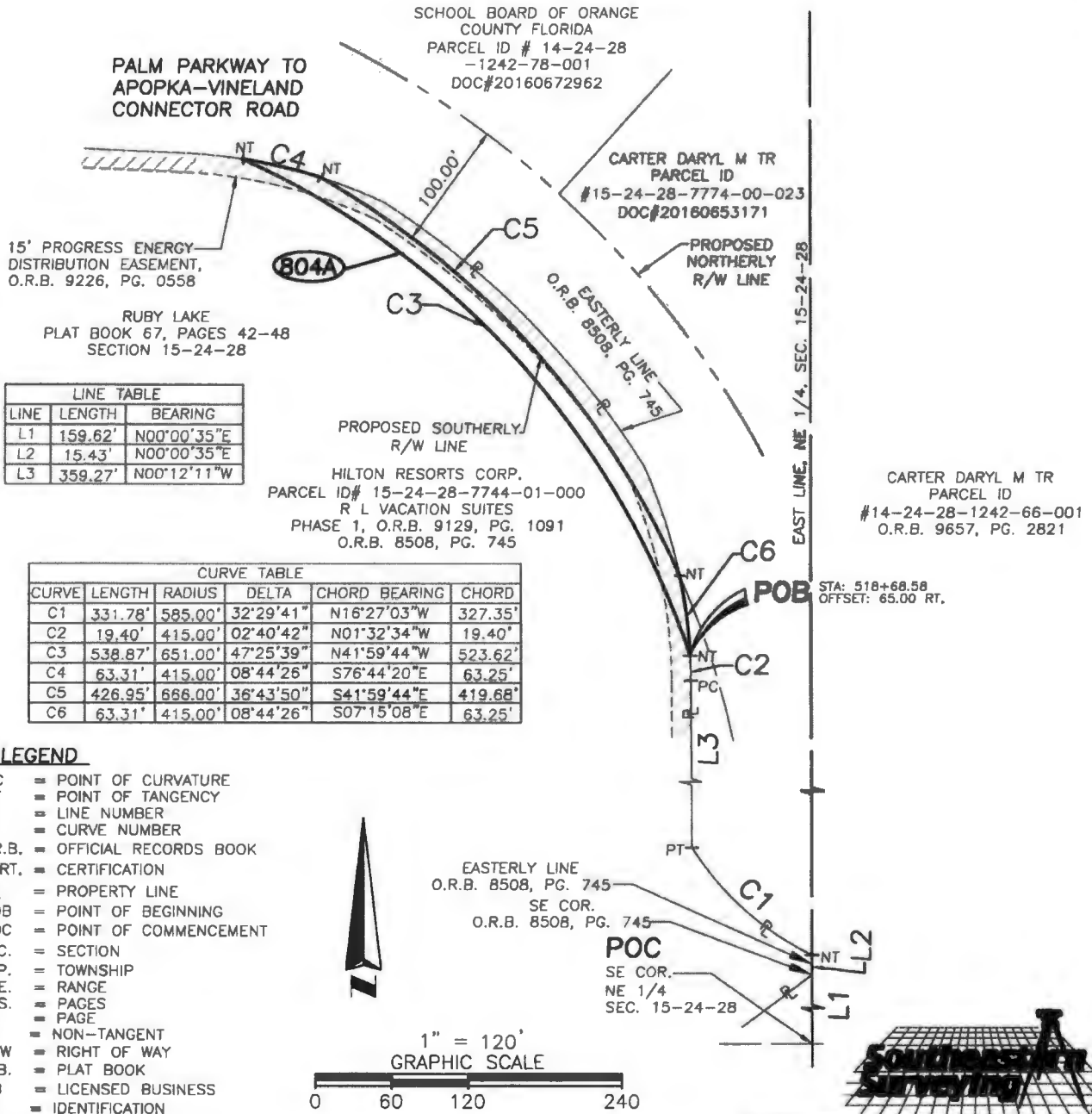
**SURVEYORS REPORT**

- Bearings shown hereon are based on the East line of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East being North 00°00'35" East.
- I have reviewed the First American title search report #2037-3170(360), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
- Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.  
Not valid without sheet 2

Revision: 04/2017		Parcel Ownership S.S.	
Revision: 02/2015		Orange County comments CBvG	
Revision: 06/2017	Address Comments	Revision: 12/2014	Orange County comments CBvG
<p align="center"><b>DESCRIPTION</b></p> <p align="center">FOR</p> 	Date:	<b>June 23, 2014 CBvG</b>	
	Job Number:	Scale:	
	51599	1" = 120'	 <p align="center">SOUTHEASTERN SURVEYING AND MAPPING CORPORATION                  8500 All American Boulevard                  Orlando, Florida 32810-4350                  (407)292-8390 fax(407)292-0141                  email: info@southeasternsurveying.com</p>
<p align="center">Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p align="center"><b>THIS IS NOT A SURVEY.</b></p>		Certification Number LB2108 51599123  <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791	
SHEET 1 OF 2 SEE SHEETS 2 FOR SKETCH			

**SKETCH OF DESCRIPTION**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804A**

**SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST**

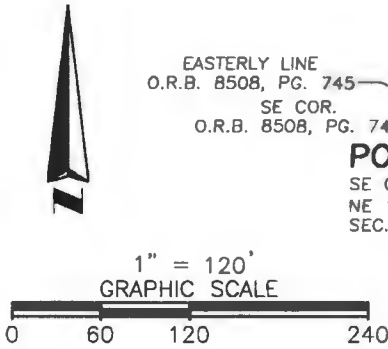


LINE TABLE		
LINE	LENGTH	BEARING
L1	159.62'	N00°00'35"E
L2	15.43'	N00°00'35"E
L3	359.27'	N00°12'11"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	331.78'	585.00'	32°29'41"	N16°27'03"W	327.35'
C2	19.40'	415.00'	02°40'42"	N01°32'34"W	19.40'
C3	538.87'	651.00'	47°25'39"	N41°59'44"W	523.62'
C4	63.31'	415.00'	08°44'26"	S76°44'20"E	63.25'
C5	426.95'	666.00'	36°43'50"	S41°59'44"E	419.68'
C6	63.31'	415.00'	08°44'26"	S07°15'08"E	63.25'

**LEGEND**

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- CERT. = CERTIFICATION
- R = PROPERTY LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SEC. = SECTION
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- P.B. = PLAT BOOK
- LB = LICENSED BUSINESS
- ID = IDENTIFICATION
- DOC = DOCUMENT
- COR. = CORNER
- STA = STATION
- RT. = RIGHT



- NOTE:
- NOT VALID WITHOUT RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  - NOT VALID WITHOUT SHEET 1
  - SEE SHEETS 11-13 OF RIGHT OF WAY MAPS.



**SOUTHEASTERN SURVEYING & MAPPING CORP.**  
 8500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407)292-8580 fax(407)292-0141  
 Cert. No. LB-2108  
 email: info@southeasternsurveying.com

Drawing No: 51599123  
 Job No: 51599  
 Date: June 23, 2014 CBvG  
 SHEET 2 OF 2  
 See Sheet 1 for Description

**THIS IS NOT A SURVEY.**

Revision: 06/2017	Address Comments
Revision: 04/2017	Parcel Ownership S.S.
Revision: 12/2014	Orange County comments CBvG



**SCHEDULE "A"**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804B**

ESTATE: Perpetual Easement  
PURPOSE: 20' Slope Easement

PARCEL 804B



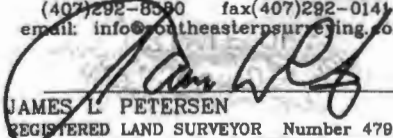
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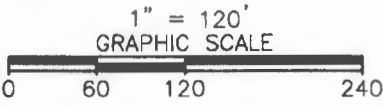
Containing 10,059 square feet more or less.

**SURVEYORS REPORT**

- Bearings shown hereon are based on the East line of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East being North 00°00'35" East.
- I have reviewed the First American title search report #2037-3170(360), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
- Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.  
Not valid without sheet 2.

Revision: 06/2017		Address Comments		Revision: 02/15-4/17		Orange County comments CBvG-Parcel Owners			
Revision: 12/2014		Orange County comments CBvG		Certification Number LB2108		51599124			
<b>DESCRIPTION</b>  FOR  <b>ORANGE COUNTY GOVERNMENT FLORIDA</b>				Date: <b>June 23, 2014 CBvG</b>		 <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4850 (407)292-8390 fax(407)292-0141 email: info@sesteasurveys.com   <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791			
				Job Number: <b>51599</b>				Scale: <b>1" = 120'</b>	
				Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>					
SHEET 1 OF 2 SEE SHEETS 2 FOR SKETCH									

**SKETCH OF DESCRIPTION  
PALM PARKWAY TO APOPKA-VINELAND  
CONNECTOR ROAD  
PARCEL 804B**



**SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST**

**PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD**

15' PROGRESS ENERGY-DISTRIBUTION EASEMENT, O.R.B. 9226, PG. 0558

RUBY LAKE PLAT BOOK 67, PAGES 42-48 SECTION 15-24-28

LINE TABLE		
LINE	LENGTH	BEARING
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L3	359.27'	N00°12'11"W

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C3	569.74'	646.00'	50°31'55"	N41°59'44"W	551.45'
C4	81.58'	415.00'	11°15'46"	S78°00'00"E	81.45'
C5	426.95'	666.00'	36°43'50"	S41°59'44"E	419.68'
C6	81.58'	415.00'	11°15'46"	S05°59'28"E	81.45'

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  - PT = POINT OF TANGENCY
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- NOTE:**
- NOT VALID WITHOUT RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  - NOT VALID WITHOUT SHEET 1
  - SEE SHEETS 11-13 OF RIGHT OF WAY MAPS.

SCHOOL BOARD OF ORANGE COUNTY FLORIDA  
PARCEL ID # 14-24-28-1242-78-001  
DOC#20160672962

CARTER DARYL M TR  
PARCEL ID #15-24-28-7774-00-023  
DOC#20160653171

PROPOSED SOUTHERLY R/W LINE  
HILTON RESORTS CORP.  
PARCEL ID# 15-24-28-7744-01-000  
R L VACATION SUITES  
PHASE 1, O.R.B. 9129, PG. 1091  
O.R.B. 8508, PG. 745

CARTER DARYL M TR  
PARCEL ID #14-24-28-1242-66-001  
O.R.B. 9657, PG. 2821

EAST LINE, NE 1/4, SEC. 15-24-28

STA: 518+87.97  
OFFSET: 70.00' RT.

EASTERLY LINE  
O.R.B. 8508, PG. 745  
SE COR.  
O.R.B. 8508, PG. 745

POC  
SE COR.  
NE 1/4  
SEC. 15-24-28



**SOUTHEASTERN SURVEYING & MAPPING CORP.**  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8580 fax(407)292-0141  
Cert. No. LB-2108  
email: info@southeasternsurveying.com

Drawing No: 51599124  
Job No: 51599  
Date: June 23, 2014 CBvG  
SHEET 2 OF 2  
See Sheet 1 for Description

**THIS IS NOT A SURVEY.**

Revision:	Address Comments
06/2017	
02/15-4/17	Orange County comments CBvG-Parcel Owners
12/2014	Orange County comments CBvG

**SCHEDULE "A"**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804C**

ESTATE: Perpetual Easement  
 PURPOSE:

20' Pedestrian/Landscape/Slope Easement

PARCEL 804C

A Portion of RUBY LAKE, according to the Plat thereof as recorded in Plat Book 67, Pages 42 through 48 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:



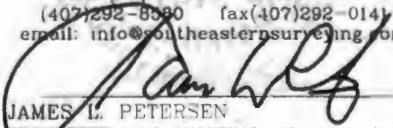
Commence at the Southeast corner of the Northeast quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North 00°00'35" East, a distance of 159.62 feet along the East line of said Northeast quarter of Section 15 to the Southeast corner of that certain parcel of land as described and recorded in Official Records Book 8508, Page 745, Public Records of Orange County, Florida; thence continue North 00°00'35" East, a distance of 15.43 feet along said East line and the Easterly line of said parcel of land to point on a non-tangent curve concave Northeasterly, having a radius of 585.00 feet and a chord bearing of North 16°27'03" West; thence leaving said East line of Section 15, run Northwesterly along the arc of said curve and said Easterly line of said parcel of land, through a central angle of 32°29'41", a distance of 331.78 feet to the point of tangency; thence North 00°12'11" West, a distance of 297.51 feet along said Easterly line for the POINT OF BEGINNING, said Point of Beginning being a point on a non-tangent curve concave Southwesterly, having a radius of 631.00 feet and a chord bearing of North 41°27'11" West; thence leaving said Easterly line, run Northwesterly along the arc of said curve, through a central angle of 60°24'46", a distance of 665.33 feet to a point on said curve to the aforesaid Easterly line; thence South 87°33'39" East 22.79 feet along said Easterly line to the point of curvature of a curve concave Southerly, having a radius of 415.00 feet; thence Easterly along the arc of said curve and said Easterly line through a central angle of 06°27'06", a distance of 46.73 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 651.00 feet and a chord bearing of South 41°59'44" East; thence leaving said Easterly line, run Southeasterly along the arc of said curve, through a central angle of 47°25'39", a distance of 538.87 feet to a point on the aforesaid Easterly line, said Easterly line being a non-tangent curve concave Westerly, having a radius of 415.00 feet and a chord bearing of South 01°32'34" East; thence Southerly along the arc of said curve and said Easterly line, through a central angle of 02°40'42", a distance of 19.40 feet to the point of tangency; thence South 00°12'13" East, a distance of 61.76 feet along said Easterly line to the Point of Beginning.

Containing 12,006 square feet more or less

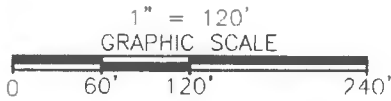
**SURVEYORS REPORT**

- Bearings shown hereon are based on the East line of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East being North 00°00'35" East.
- I have reviewed the First American title search report #2037-3170(360), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
- Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.  
Not valid without sheet 2.

Revision	Address	Comments
06/2017		
06/2016		Revised per construction plan changes EC
02/15		Orange County comments CBvG
12/2014		Orange County comments CBvG

Revision: 04/2017		Revised & Parcel Ownership: S.S.		Revision: 12/2014		Orange County comments		CBvG	
<b>DESCRIPTION</b>					Date: June 23, 2014 CBvG				
FOR					Job Number: 51599		Scale: 1" = 120'		
					Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that				
					<b>THIS IS NOT A SURVEY.</b>				
					SHEET 1 OF 2		SEE SHEETS 2 FOR SKETCH		
					Certification Number LB2108 51599125  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791				

**SKETCH OF DESCRIPTION**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804C**



**SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST**

**PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD**

SCHOOL BOARD OF ORANGE COUNTY FLORIDA  
 PARCEL ID # 14 24 28  
 1242 78-001  
 DOC#20160672962

CARTER DARYL M TR  
 PARCEL ID #15-24-28-7774-C0-023  
 DOC#20160653171

15' PROGRESS ENERGY DISTRIBUTION EASEMENT,  
 O.R.B. 9226, PG 0558

LINE TABLE		
LINE	LENGTH	BEARING
L1	159.62'	N00°00'35"E
L2	15.43'	N00°00'35"E
L3	297.51'	N00°12'11"W
L4	22.79'	S87°33'39"E
L5	61.76'	S00°12'13"E

**804C**  
 20' PEDESTRIAN/  
 LANDSCAPE/SLOPE  
 EASEMENT

PROPOSED SOUTHERLY  
 R/W LINE

PROPOSED  
 NORTHERLY  
 R/W LINE

RUBY LAKE  
 PLAT BOOK 67, PAGES 42 48  
 SECTION 15-24-28

HILTON RESORTS CORP  
 PARCEL ID# 15-24-28-7744 01-000  
 R L VACATION SUITES  
 PHASE 1, O.R.B. 9129, PG. 1091  
 O.R.B. 8508, PG. 745

CARTER DARYL M TR  
 PARCEL ID #14-24-28-1242-66 001  
 O.R.B. 9657, PG. 2821

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	331.78'	585.00'	32°29'41"	N16°27'03"W	327.35'
C2	665.33'	631.00'	60°24'46"	N41°27'11"W	634.93'
C3	46.73'	415.00'	06°27'06"	S84°20'06"E	46.71'
C4	538.87'	651.00'	47°25'39"	S41°59'44"E	523.62'
C5	19.40'	415.00'	02°40'42"	S01°32'34"E	19.40'

**LEGEND**

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- CERT. = CERTIFICATION
- R = PROPERTY LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGF. = RANGE
- PGS. = PAGES
- PG. = PAGE
- NT = NON-TANGENT
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- LB = LICENSED BUSINESS
- ID = IDENTIFICATION
- DOC = DOCUMENT
- COR. = CORNER
- STA = STATION
- RT. = RIGHT

**NOTE:**

- NOT VALID WITHOUT RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NOT VALID WITHOUT SHEET 1
- SEE SHEETS 11-13 OF RIGHT OF WAY MAPS.

**POB**  
 STA: 519+56.49  
 OFFSET: 85.00 RT.

EASTERLY LINE  
 O.R.B. 8508, PG. 745  
 SE COR.  
 O.R.B. 8508, PG. 745

**POC**  
 SE COR  
 NE 1/4  
 SEC. 15-24-28



SOUTHEASTERN SURVEYING & MAPPING CORP.  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407)292-8580 fax(407)292-0141  
 Cert. No. LB-2108  
 email: info@southeasternsurveying.com

Drawing No: 51599125  
 Job No: 51599  
 Date: June 23, 2014 CBvG  
 SHEET 2 OF 2  
 See Sheet 1 for Description

**THIS IS NOT A SURVEY.**

Revision:	06/2017	Address	Comments
Revision:	06/2016	Revised per construction plan changes	EC
Revision:	02/15	Orange County comments	CBvG
Revision:	12/2014	Orange County comments	CBvG

**SCHEDULE "A"**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804D**

ESTATE: Perpetual Easement  
PURPOSE: 20' Drainage Easement

PARCEL 804D


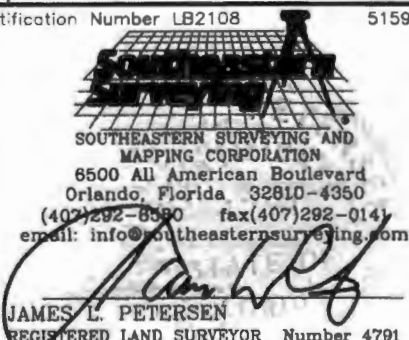
A Portion of RUBY LAKE, according to the Plat thereof as recorded in Plat Book 67, Pages 42 through 48 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North 00°00'35" East, a distance of 159.62 feet along the East line of said Northeast quarter of Section 15 to the Southeast corner of that certain parcel of land as described and recorded in Official Records Book 8508, Page 745, Public Records of Orange County, Florida; thence continue North 00°00'35" East, a distance of 15.43 feet along said East line and the Easterly line of said parcel of land to point on a non-tangent curve concave Northeasterly, having a radius of 585.00 feet and a chord bearing of North 31°49'28" West; thence Northwesterly along the arc of said curve and said Easterly line, through a central angle of 01°44'49", a distance of 17.84 feet for the POINT OF BEGINNING; thence leaving said Easterly line, run North 89°55'53" West, a distance of 198.84 feet; thence North 63°05'55" West, a distance of 198.21 feet; thence South 81°22'32" West, a distance of 100.17 feet; thence South 59°50'18" West, a distance of 18.44 feet to a point on the Westerly line of the aforesaid parcel of land, said Westerly line being a non-tangent curve concave Southwesterly, having a radius of 500.00 feet and a chord bearing of North 40°03'54" West; thence Northwesterly along the arc of said curve and said Westerly line, through a central angle of 02°19'36", a distance of 20.30 feet; thence North 59°50'18" East, a distance of 25.73 feet; thence North 81°22'32" East, a distance of 110.38 feet; thence South 63°05'55" East, a distance of 199.84 feet; thence South 89°55'53" East, a distance of 182.57 feet to a point on the aforesaid Easterly line; said Easterly line being a non-tangent curve concave Northeasterly, having a radius of 585.00 feet, and a chord bearing of South 29°49'16" East; thence Southeasterly along the arc of said curve and said Easterly line, through a central angle of 02°15'34", a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 10,339 square feet more or less.

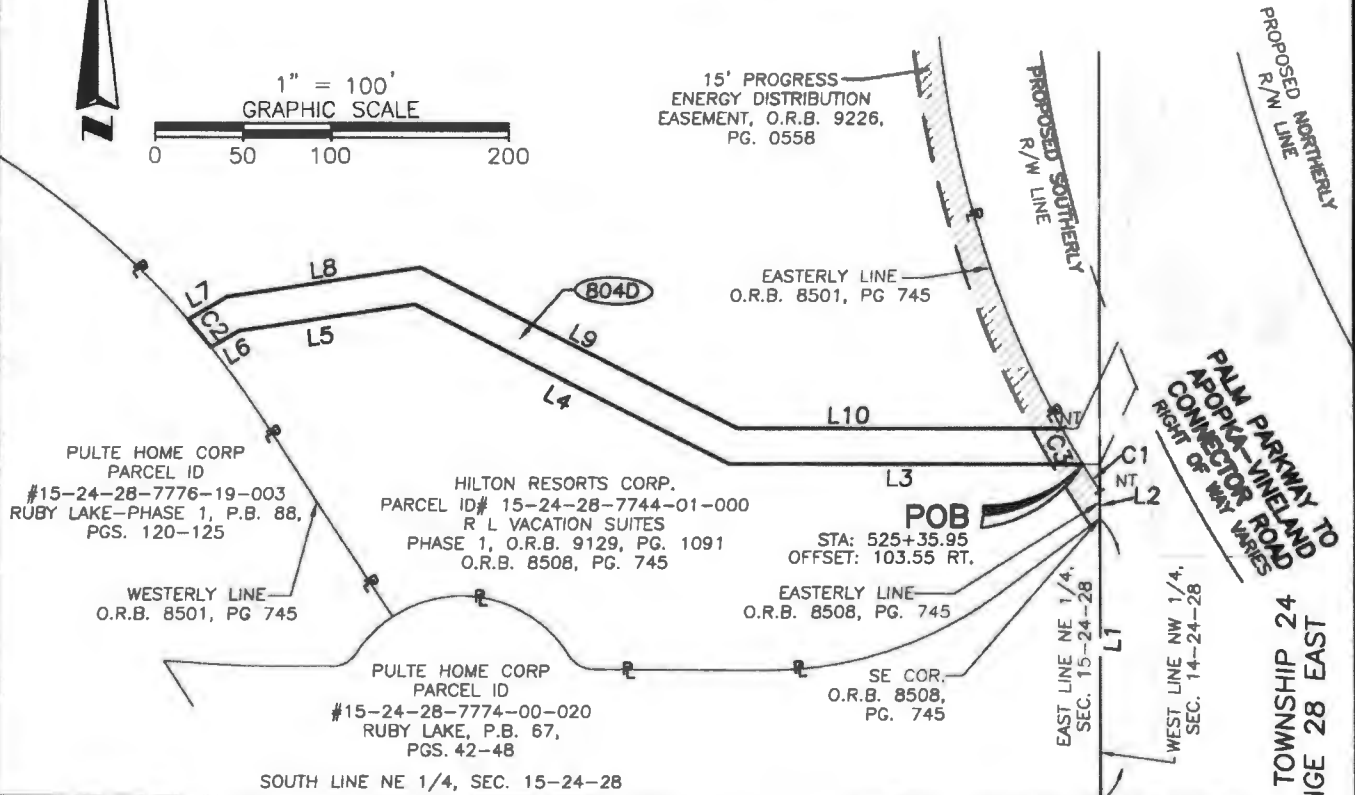
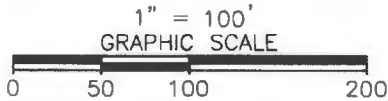
**SURVEYORS REPORT**

1. Bearings shown hereon are based on the East line of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East being North 00°00'35" East.
2. I have reviewed the First American title search report #2037-3170(360), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.  
Not valid without sheet 2.

Revision: 06/2017	Address Comments	Revision: 02/2015	Orange County comments CBvG
Revision: 01/17-4/17	Comments BMD- Parcel Ownership S.S.	Revision: 12/2014	Orange County comments CBvG
<b>DESCRIPTION</b>  <b>FOR</b>  <b>ORANGE COUNTY GOVERNMENT FLORIDA</b>		Date:	June 23, 2014 CBvG
		Job Number:	51599
		Scale:	1" = 100'
		Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>	
		SHEET 1 OF 2 SEE SHEETS 2 FOR SKETCH	
		Certification Number LB2108 51599126   <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791	

SKETCH OF DESCRIPTION  
 PALM PARKWAY TO APOPKA-VINELAND  
 CONNECTOR ROAD  
 PARCEL 804D

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST



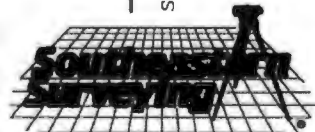
**LEGEND**

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- CERT. = CERTIFICATION
- R = PROPERTY LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- PGS. = PAGES
- PG. = PAGE
- NT = NON-TANGENT
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- LB = LICENSED BUSINESS
- ID = IDENTIFICATION
- COR. = CORNER
- STA = STATION
- RT. = RIGHT

LINE TABLE		
LINE	LENGTH	BEARING
L1	159.62'	N00°00'35"E
L2	15.43'	N00°00'35"E
L3	198.84'	N89°55'53"W
L4	198.21'	N63°05'55"W
L5	100.17'	S81°22'32"W
L6	18.44'	S59°50'18"W
L7	25.73'	N59°50'18"E
LB	110.38'	N81°22'32"E
L9	199.84'	S63°05'55"E
L10	182.57'	S89°55'53"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	17.84'	585.00'	01°44'49"	N31°49'28"W	17.84'
C2	20.30'	500.00'	02°19'36"	N40°03'54"W	20.30'
C3	23.07'	585.00'	02°15'34"	S29°49'16"E	23.07'

POC  
 SOUTHEAST COR.  
 NE 1/4  
 SECTION 15-24-28



SOUTHEASTERN SURVEYING & MAPPING CORP.  
 8500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407)292-8580 fax(407)292-0141  
 Cert. No. LB-2108  
 email.info@southeasternsurveying.com

- NOTE:
- NOT VALID WITHOUT RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  - NOT VALID WITHOUT SHEET 1
  - SEE SHEETS 15, 19 OF RIGHT OF WAY MAPS.

Drawing No: 51599126  
 Job No: 51599  
 Date: June 23, 2014 CBvG  
 SHEET 2 OF 2  
 See Sheet 1 for Description

**THIS IS NOT A SURVEY.**

Revision:	Address	Comments
Revision: 06/2017		
Revision: 01/17-4/17		Comments BMD- Parcel Ownership S.S.
Revision: 02/2015		Orange County comments CBvG
Revision: 12/2014		Orange County comments CBvG

**SCHEDULE "A"**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804E**

ESTATE: Perpetual Easement  
PURPOSE: 20' Drainage Easement

PARCEL 804E

A Portion of RUBY LAKE, according to the Plat thereof as recorded in Plat Book 67, Pages 42 through 48 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:


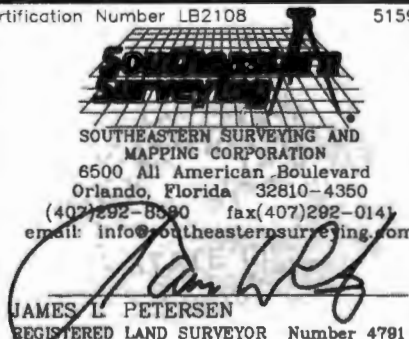
Commence at the Northeast corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence South 00°00'35" West, a distance of 1564.16 feet along the East line of said Northeast quarter of Section 15 to a point; thence departing said East line, North 89°59'25" West, a distance of 198.57 feet to the POINT OF BEGINNING; thence South 47°03'29" West, a distance of 107.02 feet; thence North 56°55'42" West, a distance of 281.79 feet; thence North 77°03'57" West, a distance of 173.56 feet; thence South 24°16'58" West, a distance of 165.35 feet; thence South 16°46'13" West, a distance of 260.19 feet; thence South 13°34'27" West, a distance of 141.57 feet; thence North 76°25'33" West, a distance of 20.00 feet; thence North 13°34'27" East, a distance of 142.13 feet; thence North 16°46'13" East, a distance of 262.06 feet; thence North 24°16'58" East, a distance of 183.05 feet; thence South 77°03'57" East, a distance of 193.50 feet; thence South 56°55'42" East, a distance of 269.71 feet; thence North 47°03'29" East, a distance of 92.31 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 666.00 feet and a chord bearing of South 40°19'05" East; thence Southeasterly along the arc of said curve, through a central angle of 01°43'20", a distance of 20.02 feet to the POINT OF BEGINNING.

Containing 0.522 acres, more or less.

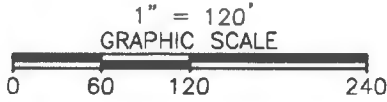
**SURVEYORS REPORT**

1. Bearings shown hereon are based on the North line of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East being South 88°55'03" East.
2. I have reviewed the First American title search report #2037-3170(360), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.  
Not valid without sheet 2

Revision: 06/2017	Address Comments
Revision: 02/15-4/17	Orange County comments CBvG-Parcel Owners
Revision: 12/2014	Orange County comments CBvG

<b>DESCRIPTION</b>  <b>FOR</b>  <b>ORANGE COUNTY</b> <b>GOVERNMENT</b> <b>FLORIDA</b>	Date: <b>June 23, 2014 CBvG</b>	Certification Number LB2108 51599127
	Job Number: <b>51599</b>	Scale: <b>1" = 120'</b>
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>	
SHEET 1 OF 2 SEE SHEETS 2 FOR SKETCH		 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791

SKETCH OF DESCRIPTION  
PALM PARKWAY TO APOPKA-VINELAND  
CONNECTOR ROAD  
PARCEL 804E



SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	20.02'	686.00'	01°43'20"	S40°19'05"E	20.02'

S 88°55'03" E

NORTH LINE NE 1/4  
SEC. 15-24-28

CENTRAL ORANGE PARK  
PLAT BOOK "O", PAGES 63-65

SCHOOL BOARD OF ORANGE  
COUNTY FLORIDA  
PARCEL ID # 14-24-28-1242-78-001  
DOC#20180672982

POC  
N.E. COR. SEC. 15

PULTE HOME CORP  
PARCEL ID #15-24-28-7774-00-022  
RUBY LAKE, P.B. 67, PGS. 42-48

PROPOSED R/W LINE

PROPOSED R/W LINE

CARTER DARYL M TR  
PARCEL ID  
#15-24-28-7774-00-023  
DOC#20180853171

EAST LINE NE 1/4  
SEC. 15-24-28  
S 00°00'35" W  
1564.16'

HILTON RESORTS CORP.  
PARCEL ID #15-24-28-7744-01-000  
O.R.B. 9129, PG. 1091  
O.R.B. 8508, PG. 745

15'  
PROGRESS  
ENERGY  
DISTRIBUTION  
EASEMENT,  
O.R.B. 9226  
PG. 0558

HILTON RESORTS CORP.  
PARCEL ID # 15-24-28-7744-01-000  
R L VACATION SUITES  
PHASE 1, O.R.B. 9129, PG. 1091  
O.R.B. 8508, PG. 745

N 89°59'25" W  
198.57'

POB  
STA: 516+03.96  
OFFSET: 50.00 RT.

**LEGEND**

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- CERT. = CERTIFICATION
- PL = PROPERTY LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- PGS. = PAGES
- PG. = PAGE
- NT = NON-TANGENT
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- LB = LICENSED BUSINESS
- ID = IDENTIFICATION
- DOC = DOCUMENT
- COR. = CORNER
- STA = STATION
- RT. = RIGHT

LINE TABLE		
LINE	LENGTH	BEARING
L1	107.02'	S47°03'29"W
L2	281.79'	N56°55'42"W
L3	173.56'	N77°03'57"W
L4	165.35'	S24°16'58"W
L5	260.19'	S16°46'13"W
L6	141.97'	S13°34'27"W
L7	20.00'	N76°25'33"W
L8	142.13'	N13°34'27"E
L9	262.06'	N16°46'13"E
L10	183.05'	N24°16'58"E
L11	193.50'	S77°03'57"E
L12	269.71'	S56°55'42"E
L13	92.31'	N47°03'29"E



SOUTHEASTERN SURVEYING & MAPPING CORP.  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8580 fax(407)292-0141  
Cert. No. LB-2108  
email: info@southeasternsurveying.com

- NOTE:
- NOT VALID WITHOUT RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  - NOT VALID WITHOUT SHEETS 1
  - SEE SHEETS 11-13, 18 OF RIGHT OF WAY MAPS.

Drawing No: 51599127  
Job No: 51599  
Date: June 23, 2014 CBvG  
SHEET 2 OF 2  
See Sheet 1 for Description

**THIS IS NOT A SURVEY.**

Revision:	Address Comments
06/2017	
02/15-4/17	Orange County comments CBvG--Parcel Owners
12/2014	Orange County comments CBvG



**SCHEDULE "A"**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804F**

ESTATE: Perpetual Easement  
 PURPOSE: 20' Drainage Easement

**PARCEL 804F**

A Portion of RUBY LAKE, according to the Plat thereof as recorded in Plat Book 67, Pages 42 through 48 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:



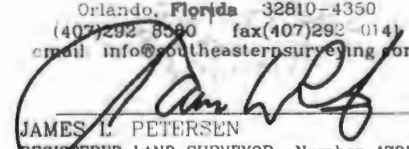
Commence at the Northeast corner of the Northeast quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence South 00°00'35" West, a distance of 1325.40 feet along the East line of said Northeast quarter to the Northeast corner of the Southeast quarter of said Northeast quarter of Section 15; thence North 89°18'29" West, a distance of 971.29 feet along the North line of said Southeast quarter of the Northeast quarter; thence leaving said North line, run South 00°41'31" West, a distance of 4.32 feet; thence South 68°54'12" West, a distance of 125.84 feet; thence South 01°14'43" West, a distance of 0.67 feet to a point on the Northerly line of that certain parcel of land as described and recorded in Official Records Book 8508, Page 745, Public Records of Orange County, Florida for a POINT OF BEGINNING; thence leaving said Northerly line, South 01°14'43" West, a distance of 299.95 feet; thence South 04°24'29" West, a distance of 181.79 feet; thence South 25°11'21" East, a distance of 125.65 feet; thence South 64°48'39" West, a distance of 20.00 feet; thence North 25°11'21" West, a distance of 130.93 feet; thence North 04°24'29" East, a distance of 186.52 feet; thence North 01°14'43" East, a distance of 299.81 feet to the aforementioned Northerly line of that certain parcel of land as described and recorded in Official Records Book 8508, Page 745; thence South 87°33'39" East, a distance of 20.00 feet along said Northerly line to the POINT OF BEGINNING.

Containing 12,247 square feet more or less.

**SURVEYORS REPORT**

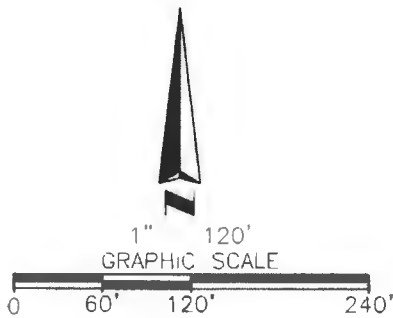
1. Bearings shown hereon are based on the North line of the Northeast 1/4 of Section 15, Township 24 South, Range 28 East being South 88°55'03" East.
2. I have reviewed the First American title search report #2037 3170(360), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.  
 Not valid without sheet 2

Revision	Address Comments
Revision: 06/2017	
Revision: 06/16-4/17	Revised Sketch BMD-Parcel Ownership S.S.
Revision: 06/2016	Revised per construction plan changes EC
Revision: 02/2015	Orange County comments CBvG
Revision: 12/2014	Orange County comments CBvG

<b>DESCRIPTION</b>  FOR 	Date: <b>June 23, 2014</b> CBvG	Certification Number <b>LB2108</b> 51599128	
	Job Number: <b>51599</b> Scale: <b>1" = 120'</b>	 <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8500 fax (407)292-0141 email info@southeasternsurveying.com	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR    Number 4791
SHEET 1 OF 2 SEE SHEETS 2 FOR SKETCH			

**SKETCH OF DESCRIPTION**  
**PALM PARKWAY TO APOPKA-VINELAND**  
**CONNECTOR ROAD**  
**PARCEL 804F**

**SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST**



**POC**  
 NE CORNER, NE 1/4  
 SEC. 15-24-28

CENTRAL ORANGE PARK  
 PLAT BOOK "O", PAGES 63-65

SCHOOL BOARD OF ORANGE  
 COUNTY FLORIDA  
 PARCEL ID # 14-24-28-1242 78-001  
 DOC#20160672962

S 88°55'03" E  
 NORTH LINE NE 1/4  
 SEC 15-24-28

EAST LINE NE 1/4,  
 SEC. 15-24-28

PULTE HOME CORP.  
 PARCEL ID #15-24-28-7774-00-022  
 RUBY LAKE, P.B. 67, PGS. 42-48

HILTON RESORTS CORP.  
 PARCEL ID # 15-24-28-7744-01-000  
 R L VACATION SUITES  
 PHASE 1, O.R.B. 9129, PG. 1091  
 O.R.B. 8508, PG. 745

HILTON RESORTS CORP.  
 PARCEL ID #15-24-28-7744-00-021  
 RUBY LAKE, P.B. 67, PGS 42-48  
 O.R.B. 9129, PG. 1091

**LEGEND**

- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- O.R.B. = OFFICIAL RECORDS BOOK
- CERT = CERTIFICATION
- ℙ = PROPERTY LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- PGS. = PAGES
- PG. = PAGE
- NT = NON-TANGENT
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- LB = LICENSED BUSINESS
- ID = IDENTIFICATION
- DOC = DOCUMENT
- STA = STATION
- RT. = RIGHT

**NOTE:**

- NOT VALID WITHOUT RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NOT VALID WITHOUT SHEET 1
- SEE SHEETS 10, 18 OF RIGHT OF WAY MAPS.

Drawing No: 51599128  
 Job No: 51599  
 Date: June 23, 2014 CBvG  
 SHEET 2 OF 2  
 See Sheet 1 for Description

**THIS IS NOT A SURVEY.**

LINE	LENGTH	BEARING
L1	1325.40'	S00°00'35"W
L2	971.29'	N89°18'29"W
L3	4.32'	S00°41'31"W
L4	125.84'	S68°54'12"W
L5	0.67'	S01°14'43"W
L6	299.95'	S01°14'43"W
L7	181.79'	S04°24'29"W
L8	125.65'	S25°11'21"E
L9	20.00'	S64°48'39"W
L10	130.93'	N25°11'21"W
L11	185.52'	N04°24'29"E
L12	299.81'	N01°14'43"E
L13	20.00'	S87°33'39"E



**SOUTHEASTERN SURVEYING & MAPPING CORP.**  
 6500 All American Boulevard  
 Orlando, Florida 32810 4350  
 (407)292-8580 fax(407)292-0141  
 Cert. No. LB-2108  
 email info@southeasternsurveying.com

Revision	Date	Address	Comments
Revision	06/2017		
Revision	09/16-4/17		Revised Sketch BMD-Parcel Ownership S.S.
Revision	06/2016		Revised per construction plan changes EC
Revision	02/2015		Orange County comments CBvG
Revision	12/2014		Orange County comments CBvG

**DESCRIPTION:**

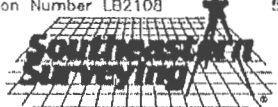
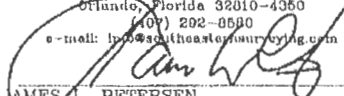
A portion of Lot 2, Ruby Lake, according to the plat thereof, as recorded in Plat Book 87, Pages 42 through 49, inclusive, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at Northeast corner of Lot 86, Ruby Lake - Phase 1, according to the Plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, of the Public Records of Orange County, Florida; thence North 89°43'32" West, a distance of 60.84 feet along the North line of said Lot 86; thence departing said North line, North 00°16'28" East, a distance of 44.46 feet to the POINT OF BEGINNING; thence North 44°55'06" West, a distance of 28.54 feet; thence North 89°54'16" West, a distance of 23.81 feet; thence South 45°09'29" West, a distance of 29.39 feet; thence South 88°26'48" West, a distance of 132.92 feet; thence South 83°50'23" West, a distance of 25.81 feet; thence South 79°30'29" West, a distance of 53.70 feet; thence South 83°52'36" West, a distance of 28.45 feet; thence South 88°37'25" West, a distance of 33.35 feet; thence North 86°14'13" West, a distance of 33.42 feet; thence North 81°13'31" West, a distance of 82.92 feet; thence North 86°59'05" West, a distance of 29.35 feet; thence South 87°18'09" West, a distance of 55.32 feet; thence North 86°19'32" West, a distance of 25.21 feet; thence North 83°25'13" West, a distance of 24.27 feet; thence North 44°06'55" West, a distance of 36.26 feet; thence North 00°19'59" East, a distance of 126.75 feet; thence North 45°09'31" East, a distance of 38.58 feet; thence North 00°39'51" East, a distance of 38.16 feet; thence North 44°14'28" West, a distance of 24.22 feet; thence North 43°38'43" East, a distance of 114.13 feet; thence South 71°16'50" East, a distance of 38.56 feet; thence South 76°15'28" East, a distance of 28.28 feet; thence South 82°33'58" East, a distance of 31.03 feet; thence South 88°52'28" East, a distance of 31.03 feet; thence North 84°49'02" East, a distance of 31.03 feet; thence North 78°30'32" East, a distance of 31.03 feet; thence North 72°12'02" East, a distance of 31.04 feet; thence North 67°10'59" East, a distance of 44.73 feet; thence North 84°30'28" East, a distance of 13.70 feet; thence North 90°00'00" East, a distance of 59.27 feet; thence South 48°14'58" East, a distance of 9.85 feet; thence South 68°35'27" East, a distance of 19.15 feet; thence South 58°11'48" East, a distance of 24.18 feet; thence South 67°11'48" East, a distance of 18.11 feet; thence South 76°11'48" East, a distance of 18.11 feet; thence South 85°11'48" East, a distance of 19.29 feet; thence South 89°41'48" East, a distance of 83.62 feet; thence North 86°27'44" East, a distance of 16.47 feet; thence North 78°46'50" East, a distance of 15.46 feet; thence North 71°05'55" East, a distance of 15.46 feet; thence North 63°25'00" East, a distance of 15.46 feet; thence North 55°44'05" East, a distance of 14.06 feet; thence North 89°33'02" East, a distance of 115.81 feet; thence South 72°12'55" East, a distance of 29.37 feet; thence South 78°52'15" East, a distance of 24.49 feet; thence South 85°31'34" East, a distance of 24.47 feet; thence North 87°45'30" East, a distance of 24.95 feet; thence North 80°59'00" East, a distance of 24.93 feet; thence North 74°12'29" East, a distance of 24.93 feet; thence North 67°25'59" East, a distance of 24.93 feet; thence North 60°39'28" East, a distance of 19.11 feet; thence South 48°41'30" East, a distance of 51.55 feet; thence South 27°11'45" West, a distance of 72.12 feet; thence South 45°18'12" West, a distance of 28.51 feet; thence South 00°18'12" West, a distance of 38.34 feet; thence South 44°41'48" East, a distance of 29.28 feet; thence South 27°11'45" West, a distance of 126.62 feet; thence South 18°01'26" East, a distance of 14.48 feet; thence South 27°21'00" West, a distance of 38.60 feet; thence South 74°51'22" West, a distance of 4.67 feet; thence South 81°06'22" West, a distance of 29.10 feet; thence South 87°21'22" West, a distance of 29.10 feet; thence North 86°23'38" West, a distance of 29.10 feet; thence North 80°08'39" West, a distance of 27.84 feet; thence North 78°40'55" West, a distance of 35.10 feet; thence North 84°21'43" West, a distance of 33.98 feet; thence North 87°12'07" West, a distance of 137.10 feet to the POINT OF BEGINNING.

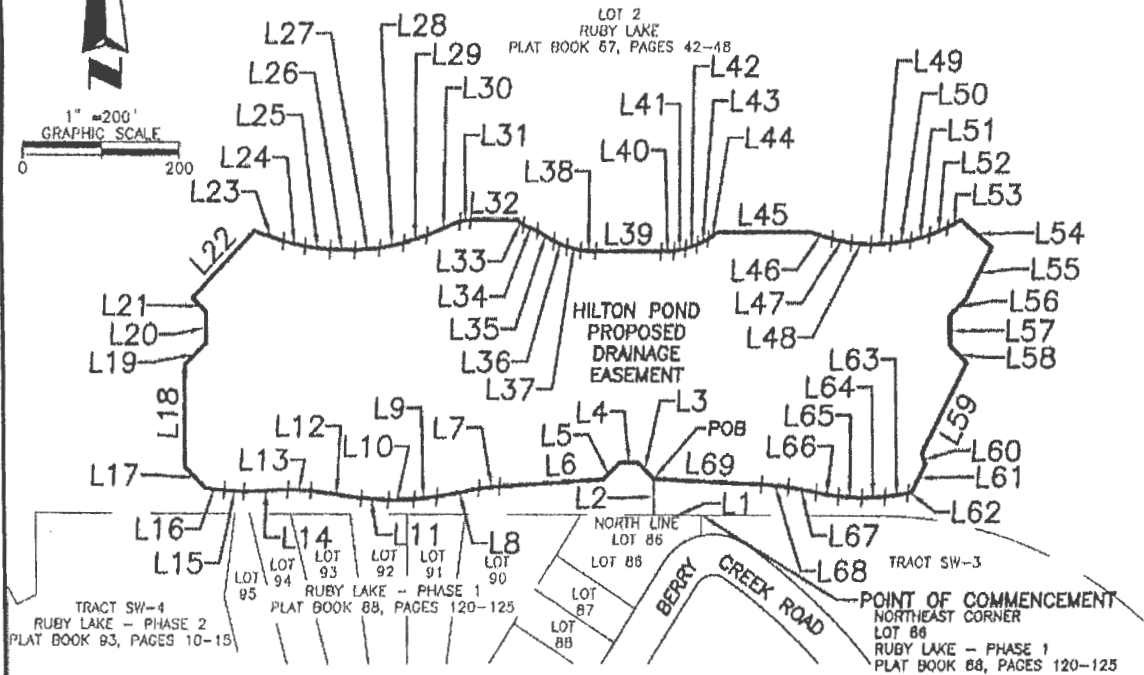
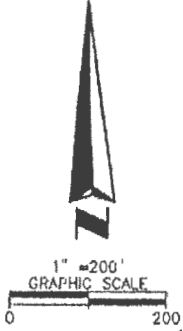
Containing 6.75 acres, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the North line of Lot 86, Ruby Lake - Phase 1, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, of the Public Records of Orange County, Florida, reference bearing being North 89°43'32" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<b>Sketch of Description</b>  FOR Maury L. Carter & Associates, Inc.	Date: February 27, 2019 EM		Certification Number LB2108 51599143
	Job Number: 51599143	Scale: 1" = 200'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8600 All American Boulevard Orlando, Florida 32810-4360 (407) 292-8580 e-mail: info@seasurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4701

SKETCH OF DESCRIPTION  
PROPOSED DRAINAGE EASEMENT



LINE #	BEARING	LENGTH
L1	N89°43'32"W	50.84'
L2	N00°18'28"E	44.46'
L3	N44°55'08"W	28.54'
L4	N69°54'18"W	23.61'
L5	S45°09'29"W	28.39'
L6	S63°26'48"W	132.92'
L7	S83°50'23"W	25.81'
L8	S79°30'29"W	53.70'
L9	S63°32'38"W	28.45'
L10	S88°37'25"W	33.35'
L11	N66°14'13"W	33.42'
L12	N81°13'31"W	62.92'
L13	N86°59'05"W	29.35'
L14	S07°18'09"W	55.32'
L15	N06°19'32"W	25.21'
L16	N63°25'13"W	24.27'
L17	N44°06'55"W	36.28'
L18	N00°19'59"E	126.75'
L19	N43°09'31"E	38.58'
L20	N00°39'51"E	38.16'

LINE #	BEARING	LENGTH
L21	N44°14'28"W	24.22'
L22	N43°30'43"E	114.13'
L23	S71°16'50"E	38.58'
L24	S76°15'28"E	28.28'
L25	S82°33'58"E	31.03'
L26	S88°52'28"E	31.03'
L27	N84°49'02"E	31.03'
L28	N78°30'32"E	31.03'
L29	N72°12'02"E	31.04'
L30	N87°10'59"E	44.73'
L31	N84°30'28"E	13.70'
L32	N00°00'00"E	59.27'
L33	S48°14'58"E	9.85'
L34	S68°35'27"E	19.15'
L35	S58°11'48"E	24.10'
L36	S87°11'48"E	18.11'
L37	S76°11'48"E	18.11'
L38	S85°11'48"E	10.29'
L39	S80°41'40"E	83.62'
L40	N86°27'44"E	18.47'

LINE #	BEARING	LENGTH
L41	N78°46'00"E	15.46'
L42	N71°05'55"E	15.46'
L43	N83°26'00"E	15.46'
L44	N93°44'05"E	14.08'
L45	N89°33'02"E	115.01'
L46	S72°12'55"E	29.37'
L47	S78°52'15"E	24.49'
L48	S85°31'34"E	24.47'
L49	N87°45'30"E	24.95'
L50	N80°59'00"E	24.93'
L51	N74°12'29"E	24.93'
L52	N87°25'59"E	24.93'
L53	N60°39'28"E	19.11'
L54	S48°41'30"E	51.55'
L55	S27°11'45"W	72.12'
L56	S45°18'12"W	20.51'
L57	S00°18'12"W	38.34'
L58	S44°41'48"E	29.28'
L59	S27°11'45"W	126.62'
L60	S18°01'28"E	14.48'

LINE #	BEARING	LENGTH
L61	S27°21'00"W	38.60'
L62	S74°51'22"W	4.67'
L63	S81°06'22"W	29.10'
L64	S87°21'22"W	29.10'
L65	N86°23'38"W	29.10'
L66	N80°08'39"W	27.84'
L67	N78°40'55"W	35.10'
L68	N84°21'43"W	33.98'
L69	N87°12'07"W	137.10'

LEGEND & ABBREVIATIONS

POB = POINT OF BEGINNING



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108

Drawing No. 51599143  
Job No. 51599143  
Date: FEBRUARY 27, 2019  
SHEET 2 OF 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 2

e-mail: info@southeasternsurveying.com