THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Mary Tiffault, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida P.O. Box 1393 Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number: a portion of 05-22-31-0000-00-004

Project:

Conservation Area Impact Permit 22-12-080

Permit #:

CAI-22-12-080

THIS IS A DONATION

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITYAS PART OF, OR AS A CONDITION OF, ANY SUCH COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE; DEVELOPMENT PERMIT; DEVELOPMENT ORDER; OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (See Section 712.04, Florida Statutes).

CONSERVATION EASEMENT AGREEMENT (5830 Tamanaco Trail – Cirrincione Residence)

THIS CONSERVATION EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the date of last execution below (the "Effective Date") by and between Daniel Cirrincione and Kelly Cirrincione, husband and wife, whose address is 4528 Bridgewater Drive, Orlando, Florida 32817 ("Owner"), in favor of 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 ("County"). Owner and County may also be referred to individually to as the Party or collectively referred to as the Parties.

RECITALS

A. WHEREAS, Owner is the sole fee simple owner of a certain tract of real property in Orange County, Florida, more particularly described in the attached **Exhibit A** (the "**Property**"); and

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B. WHEREAS, Owner received approval for Final Plans for Cirrincione Residence to construct the infrastructure for a private single family residence commonly known as *Cirrincione Residence* (the "**Project**"), which is subject to the regulatory jurisdiction of Orange County; and

- C. WHEREAS, on February 8, 2024, the Orange County Environmental Protection Division issued Conservation Area Impact Permit, CAI-22-12-080 (the "Permit") for impacts associated with the Project. The Permit is on file with the Orange County Environmental Protection Division and is incorporated herein by reference; and
- **D.** WHEREAS, the Permit requires Owner to place certain portions of the Property into a conservation easement dedicated to Orange County as mitigation for the proposed impacts of the Project and the location of the area(s) included are more particularly described in the attached **Exhibit B**, (the "Conservation Easement"); and
- **E.** WHEREAS, Owner and County intend for the conditions and covenants contained in this Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of any portion of the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

- 1. <u>Grant</u>. Owner hereby voluntarily grants and conveys to the County the following easements:
- **a.** Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes (2024), Owner hereby voluntarily grants and conveys to County the Conservation Easement in perpetuity of the nature and character and to the extent hereinafter set forth.
- **b.** Access Easement. County shall access the Property from Tamanaco Trail through the Property. Owner grants to County a blanket access easement over the Property to access the Conservation Easement until such time as the Property is platted. Once the Property is platted the blanket easement over the Property shall terminate and the County is granted access to the Conservation Easement via the platted roads.

This Agreement does not confer the right or access by the general public to any portion of the Conservation Easement.

Easement will be retained forever in its natural condition, except as may be altered in accordance with the Permit, and to prevent any use of the Conservation Easement that might impair or interfere with the environmental value of the Conservation Easement. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit. Access shall be for the purposes of ingress and egress to inspect the Conservation Easement in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this Agreement, and/or to perform, or require to be performed, any

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restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the Permit.

- 3. <u>Prohibited Uses.</u> Except for restoration, creation, enhancement, maintenance and monitoring activities, surface water management improvements or other uses by Owner, which are specifically authorized or required by the Permit, any activity on or use of the Conservation Easement inconsistent with this Agreement's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, over, through or on the Conservation Easement:
- **a.** Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- **b.** Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
 - c. Removal or destruction of trees, shrubs, or other vegetation;
- **d.** Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- **e.** Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- **f.** Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
 - g. Acts or uses detrimental to such retention of land or water areas; and
- **h.** Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old.
- 4. Reserved Rights. Owner reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, which are not expressly prohibited herein and are not inconsistent with the Permit or the purpose of the Conservation Easement. The Permit specifically authorizes the Owner to install approximately 1,171 feet of perimeter fencing along the southern and southwestern parcel boundaries.

5. Owner's Affirmative Covenants.

- **a. Authorization**. Owner has the full right and authority to grant this Conservation Easement and has executed this Agreement for the purpose of ensuring compliance with the conditions of the Permit.
 - b. Title. Owner fully warrants title to said Property and will warrant and defend the

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same against the lawful claims of all persons whomsoever.

c. Expenses; Taxes. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Management Plan. Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner shall pay before delinquency all taxes, assessments, fee, and charges of whatever description levied on or assessed against the Property by competent authority and shall furnish County with satisfactory evidence of payment upon request.

d. Hold Harmless and Indemnification. The Owner, on behalf of themselves and their successors, agents and assigns, hereby assume sole and entire responsibility and release, indemnify and defend (with counsel acceptable to the County) and hold harmless the County, its officials, officers, agents, contractors, and employees from and against any and all claims, suits, judgments, demands, liabilities, losses, damages, fees, fines, costs and expenses (including, but not limited to, attorneys' fees, paralegals fees, consultants' fees and costs at all administrative pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's grant of the Permit and Owners subsequent grant of the Conservation Easement to County, including without limitation all claims relating to injury to persons (including death) or to property, real or personal.

6. Enforcement and Remedies.

- **a.** County shall have the right to proceed at law or in equity to enforce the provisions of this Agreement and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the Conservation Easement that may be damaged by any activity inconsistent with this Agreement.
- **b.** Costs of Enforcement. The Parties expressly agree that each Party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.
- **c.** Acts Beyond Owner's Control. Nothing contained in this Agreement shall be construed to entitle County to bring any action against Owner for any injury to or change in the Property resulting from natural causes beyond Owner's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.
- **d. Sovereign Immunity**. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Owner,

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their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Property.

- e. Venue and Jurisdiction. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.
- **f.** Waiver. County may enforce the terms of this Agreement at its discretion, but if Owner breaches any term of this Agreement and County does not exercise its rights under this Agreement, County's forbearance shall not be construed to be a waiver by County of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the County's rights under this Agreement. No delay or omission by County in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver. County shall not be obligated to Owner, or to any other person or entity, to enforce the provisions of this Agreement.
- 7. **Notice**. All notices required or permitted to be given under this Agreement ("**Notice**") shall be in writing and shall be given or made to the respective party at the address or set forth below by (i) personal service; (ii) mailing by registered or certified mail, return receipt requested, postage prepaid; or (iii) reputable courier that provides written evidence of delivery. Either party may change its address for Notice by a Notice sent to the other in accordance with this Paragraph. Each Notice shall be deemed given or made upon receipt or refusal to receive, except Notices sent on a non-business day or after 5:00 p.m. on a business day shall not be deemed delivered until the next business day.

As to Owner:	with a copy to:
Daniel Cirrincione and	N/A
Kelly Cirrincione	
4528 Bridgewater Drive	
Orlando, Florida 32817	
As to County:	with a copy to:
Orange County, Florida	Orange County, Florida
Environmental Protection Division	Real Estate Management Division
Attn: Environmental Protection Officer	Attn: Manager
3165 McCrory Place, Suite 200	Physical Address:
Orlando, Florida 32803	
	400 E. South St., 5 th Floor
	Orlando, Florida 32801

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Mailing Address:
P.O. Box 1393
Orlando, Florida 32802-1393
Orange County, Florida
County Attorney's Office
Attn: County Attorney
201 S. Rosalind Ave., 3 rd Floor
Orlando, Florida 32801

8. <u>Miscellaneous</u>.

- **a.** Effective Date. This Agreement shall become effective on the date of execution by County or the date of execution by the Owner, whichever is later.
- **b.** Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.
- **c. Headers**. All headers, paragraph titles, and captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
- **d. Gender and Number**. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.
- e. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Agreement is declared severable.
- **f. Drafting; Negotiation**. All Parties have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.
- **g. No Partnership**. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest.
- h. No Third-Party Beneficiaries. Except as otherwise set forth herein, no individual, entity, or person other than the Parties shall have any rights or privileges under this Agreement,

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either as a third-party beneficiary or otherwise.

- **i. Binding Effect**. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. All provisions of this Conservation Easement shall survive and are enforceable after the issuance of a tax deed in accordance with Section 704.06, Florida Statutes (2024).
- **j.** Conflict. In the event of a conflict between this Agreement and the Permit, the Permit shall control.
- **k.** Amendment. This Agreement, may not be amended or modified except by a written agreement executed by the parties or their respective successors and assigns having authority at the time of amendment or modification. Any such amendment must be recorded in the Official Records of Orange County, Florida to be effective.
- **l.** Recording of Agreement. An executed original of this Agreement shall be recorded by County, at Owner's sole expense (recording fees and applicable taxes), in the Public Records of Orange County, Florida.
- **m.** Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES AND EXHIBITS TO FOLLOW

Project: Permit #

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IN WITNESS WHEREOF, the said Parties have caused these presents to be signed in their names.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26 WITNESS #1 Signature Print Name	OWNER Daniel Cirrincione By: Signature
Mailing Address: 400 & SOUTY City: Or land O State: FL Zip Code: 3280	
Signature Anmber Dyub Print Name Mailing Address: 400 E. South St.	
City: Orlando State: FL Zip Code: 32801	
STATE OF COUNTY OF The foregoing instrument was acknowledged before me this	by means of physical presence or □ online notarization, by Daniel Cirrincione. The individual □ is personally as identification.
Notary Public State of Florida Aida T Ortiz Print N Wy Commission HH 199413 Notary Notary	Signature Notary Name Public of: Dommission Expires: 1162625

Signature of **TWO** witnesses and their mailing **OWNER** addresses are required by Florida law, F.S. 695.26 **Kelly Cirrincione** WITNESS #1 Signature Anmor Mailing Address: 400 E South Street State: FL City: Orlando Zip Code: 32801 WITNESS #2 Print Name Mailing Address: State: Zip Code: STATE OF **COUNTY OF** this 3rd day of , 20 25, by Kelly Cirrincione. The individual ☐ is personally known to me or has produced as identification. (Notary Stamp) Notary Signature Notary Public State of Florida Aida T Ortiz My Commission HH 199413 Exp.11/16/2025 Print Notary Name Notary Public of:

My Commission Expires:

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Project:

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Project: Permit #	Conservation Area Impact Permit 22-12-080 CAI-22-12-080	
		COUNTY ORANGE COUNTY, FLORIDA
		By: Board of County Commissioners
		By:
		Jerry L. Demings
		Orange County Mayor
		Date:
ATTEST:		
	ond, CPA, County Comptroller	
	f the Board of County	
Commissio	ners	
By:		
Deputy Cle	rk	
Printed Nar	me	

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EXHIBIT A

LEGAL DESCRIPTION

The East ½ of the West ½ of the Southeast ¼ of the Northeast ¼ of Section 5, Township 22 South, Range 31 East, Orange County, Florida, Less the North 285 feet and the South 577.29 feet thereof;

And

The Southwest ¼ of the Northeast ¼ and the West ¼ of the Southeast ¼ of the Northeast ¼ of Section 5, Township 22 South, Range 31 East, Orange County, Florida. Less and except the followings:

From the Northeast corner of the West 1/3 of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 22 South, Range 31 East, run South 89° 51' 40" West, a distance of 960 feet along the North line of said Northeast 1/4 thence run South 00° 30' 57" East, a distance of 1,158.38 feet to a point on the South line of the North 1/2 of said Northeast 1/4 of Section 5, being the point of beginning; thence continue South 00° 30' 57", a Distance of 153 feet; thence run North 89° 53' 26" East, a distance of 621.6 feet, more or less, to the East line of the West 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 5; thence run North a distance of 153 feet along the aforesaid East line of the West 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 5 to the South line of the North 1/2 of the Northeast 1/4 of said Section 5; thence run South 89° 53' 26" West to the point of beginning.

And

Begin at the Southwest corner of the Southwest ¼ of the Northeast ¼ of Section 5, Township 22 South, Range 31 East, Orange County, Florida; thence North 89° 58' 09" East, 392.00 feet along the South line of the Southwest ¼ of the Northeast ¼ of said Section 5; thence North 02° 04' 44" East, 518.00 feet parallel with the West line of the Southwest ¼ of the Northeast ¼ of said Section 5, thence South 89° 58' 09" West, 392.00 feet parallel with the South line of the Southwest ¼ of the Northeast ¼ of said Section 5; thence South 02° 04' 44" West 518.00 feet along the West line of the Southwest ¼ of the Northeast ¼ of said Section 5 to the point of beginning.

Project:

Conservation Area Impact Permit 22-12-080

Permit#

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EXHIBIT B CONSERVATION EASEMENT AREA

SKETCH OF DESCRIPTION

CONSERVATION EASEMENT DESCRIPTION:

A CONSERVATION EASEMENT BEING A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD DOCUMENT NO. 20210412362 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE SO1'55'49"W ALONG THE EAST LINE OF TRACT "A" OF SHEFFIELD FOREST SUBDIVISION PER PLAT BOOK 18, PAGES 94—95 A DISTANCE OF 1,128.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE N89'53'26"E ALONG THE SOUTH LINE OF THAT PARTICULAR PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 9780, PAGE 5351 OF THE PUBLIC RECORDS FOR SAID ORANGE COUNTY, FLORIDA AND THE EASTERLY PROJECTION THEREOF ALONG THE SOUTH LINE OF THAT PARTICULAR PARCEL AS DESCRIBED IN DOCUMENT #20180299457 OF SAID PUBLIC RECORDS 918.06 FEET; THENCE DEPARTING SAID SOUTH LINE SO5'05'55"E, 21.47 FEET; THENCE \$11'39'25"E, 150.27 FEET; THENCE \$45'02'22"E, 121.80 FEET; THENCE \$24'39'53"E, 197.93 FEET; THENCE \$29'10'17"E, 184.35 FEET; THENCE \$51'21'47"E, 198.63 FEET; THENCE \$00'57'21"E, 95.99 FEET; THENCE N89'38'17"E, 177.48 FEET; THENCE \$50'05'41"E, 170.63 FEET; THENCE N77'00'18"W, 43.78 FEET; THENCE \$56'52'43"W, 103.82 FEET; THENCE \$51'33'01"W, 119.74 FEET; THENCE \$09'30'54"E, 226.71 FEET TO THE NORTH LINE OF SUNCREST SUBDIVISION UNIT 1 PER PLAT BOOK 13, PAGES 87—88; THENCE \$89'49'13"W ALONG SAID NORTH LINE 1,010.50 FEET; THENCE DEPARTING SAID NORTH LINE NO1'55'49"E ALONG THE EAST LINE OF THE AFORESAID TRACT "A" OF SHEFFIELD FOREST SUBDIVISION \$18.00 FEET; THENCE \$89'49'13"W ALONG SAID SUBDIVISION LINE 392.00 FEET TO THE AFORESAID EAST LINE, 815.31 FEET TO THE POINT OF BEGINNING, CONTAINING 33.84 ACRES, MORE OR LESS.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEAL BY:

THOMAS K MEAD 2025.02.27 13:30:33 -06'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THE DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEYOR'S REPORT:

- BEARINGS SHOWN HEREON ARE BASED ON ASSUMED PLAT BEARING ALONG THE NORTH LINE OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, PER ROCKINGHORSE RANCHES, UNIT NO. ONE, PLAT BOOK 7, PAGE 23, BEING N89'51'40"E. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE 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 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.
- 3. NOT VALID WITHOUT SHEET 2 OF 2.

SKETCH & DESCRIPTION	02/24/2025 KMA	Certification Number LB2108 66916003
	Job Number: Scale: 1" = 200'	概 22 MC
DANIEL CIRRINCIONE KELLY CIRRINCIONE	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPOPATION 1130 Highway 90 Chipley, Florida 32428 (650) 638-0790 email: infc@southeasternsurveying.com
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	THOMAS K. MEAD, PSM Registered Land Surveyor Number 5624

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