# ORANGE COUNTY GOVERNMENT

# Interoffice Memorandum

May 12, 2023

**TO:** Mayor Jerry L. Demings

-AND-

**County Commissioners** 

FROM: Ed Torres, M.S., P.E., LEED AP, Director

**Utilities Department** 

SUBJECT: BCC AGENDA ITEM - Consent Agenda

May 23, 2023, BCC Meeting

**MEDP** Wastewater Flow Monitoring Agreement

Contact Person: Lindy A. Wolfe, P.E., LEED AP, Manager

**Utilities Engineering Division** 

407-254-9918

Universal City Development Partners, LTD. (Developer), is constructing a Major Economic Development Project (MEDP) pursuant to Section 38-30 of the Orange County Code. The MEDP is located at 4700 Sand Lake Road, Orlando, Florida, 32819.

Orange County, as the wastewater service provider to the MEDP, has determined a wastewater flow monitoring agreement is required to monitor wastewater flow rates generated while the MEDP is operating and open for public use. Wastewater flow meters will be utilized for wastewater billing and flow monitoring.

The County Attorney's Office and Risk Management Division reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: Approval and execution of MEDP Wastewater Flow

Monitoring Agreement by and between Orange County and

Universal City Development Partners, LTD.

District 6.

BCC Mtg. Date: May 23, 2023

# THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

SHUTTS & BOWEN LLP Attn: Juli Simas James, Esquire 300 S. Orange Avenue, Suite 1600 Orlando, Florida 32801

## Property Appraiser's Parcel Identification Number:

31-23-29-8850-01-000 31-23-29-8850-00-003 31-23-29-0000-00-008 31-23-29-0000-00-011

### **MEDP Approved Stamp:**

SPACE ABOVE THIS LINE FOR MEDP APPROVAL STAMP AND RECORDING DATA\_\_\_\_\_

### MEDP WASTEWATER FLOW MONITORING AGREEMENT

THIS MEDP WASTEWATER FLOW MONITORING AGREEMENT (the "Agreement") is made and entered into as of the date last executed below by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "County"), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership (the "Owner"), whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819, and effective as of the Effective Date (defined below). Hereinafter, the County and Owner may be referred to individually as a "Party" or collectively as the "Parties."

### **RECITALS**

WHEREAS, Owner is the fee simple owner of certain real property located in unincorporated Orange County, as more particularly described on Exhibit "A" attached to and made a part of this Agreement by this reference (the "Property"); and

WHEREAS, on August 29, 2019, the County determined that the entertainment resort complex (the "Resort") located on the Property and other property in the UBPD (as defined below) owned by Owner qualifies as a Major Economic Development Project ("MEDP") pursuant to Section 38-30 of the Orange County Code (the "MEDP Ordinance"); and

- WHEREAS, the Property constitutes a portion of the Universal Boulevard Planned Development, formerly known as the USI South Campus (the "UBPD"), which contains several waivers from the Orange County Code (the "Code"); and
- WHEREAS, because the Resort qualifies as an MEDP, the County has determined that Owner will not be required to provide a cash deposit or letter of credit to secure its obligations to purchase additional wastewater capacity for the Property pursuant to Chapter 37 of the Code; and
- WHEREAS, notwithstanding such waivers, Owner is entering into this Agreement in good faith and with the understanding that by entering into this Agreement Owner has not waived any rights related to the approved waivers; and
- **WHEREAS**, the Property is located within the County's wastewater service territory and, therefore, the County is the appropriate provider of wastewater services to the Property; and
- WHEREAS, Section 37-5 of the Code provides for the assessment of "wastewater capital charges", as defined in the Code, for: (a) new connections to the wastewater system; and (b) increased flows from the wastewater system due to the development of property; and
- WHEREAS, pursuant to Section 37-3(e) of the Code, the County has the authority to enter into agreements with developers or other entities addressing specific requirements for constructing improvements to, extending, oversizing, or connecting to the Orange County Utilities ("OCU") wastewater system; and
- WHEREAS, it is expected that wastewater capital charges for the Property have already and will continue to be determined based on mutually agreed wastewater flow estimates calculated pursuant to subsection 37-5(b)(5)b of the Code; and
- WHEREAS, pursuant to Section 37-5(b)(1) of the Code, capital charges and the right to service related thereto are valid only for the property specified in the application for service, and the rights related to the capital charges may not be transferred or sold for use on any other property; and
- WHEREAS, Owner's predecessor in title, Universal City Property Management III, LLC ("UCPM3"), and the County developed a comprehensive regional wastewater collection and transmission plan, consisting of a master utility plan and a series of affiliated construction plans for the UBPD, which has been amended and supplemented from time to time, the latest of which is the Master Utility Plan for Universal Boulevard Planned Development Subarea prepared by Kimley-Horn and Associates, Inc., Project No. 149859001, dated April 2019 and Revised July 2020 (collectively, the "MUP"); and
- WHEREAS, the MUP includes development of future lift stations (the "North Lift Stations") servicing the Property, and the replacement and relocation of the County's existing 42" reinforced concrete cylinder pipe sanitary force main to connect to the North Lift Stations and service the Property (the "Relocated Force Main"), which Relocated Force Main has been

connected to the South Water Reclamation Facility located at 4760 W. Sand Lake Road, Orlando, Florida ("SWRF"); and

WHEREAS, pursuant to the MUP and that certain Utility Line Construction Reimbursement Agreement between Owner and the County dated July 7, 2020 as amended on June 3, 2021 ("Utility Line Construction Reimbursement Agreement"), Owner has replaced and relocated the Relocated Force Main at Owner's expense, and in connection therewith, the County contributed forty percent (40%) of the cost of the Relocated Force Main in the form of granting wastewater capital charge credits to Owner (the "Relocated Force Main Credits"); and

WHEREAS, in connection with the replacement and relocation of the Relocated Force Main, Owner granted an approximately 3.172-acre easement to the County along Destination Parkway for the Relocated Force Main, at no cost to the County, pursuant to separate instrument (the "Relocated Force Main Easement") recorded as Document No. 20210714811 in the Public Records of Orange County, Florida; and

WHEREAS, in conjunction with development of the Property, Owner now intends to construct a number of additional planned wastewater improvements (collectively, the "Project") to support the various uses within the Property; and

WHEREAS, among the planned improvements included in the Project are the North Lift Stations, consisting of multiple wastewater lift stations and related transmission facilities, one (1) of which may be temporary and replaced in the future with a permanent lift station (each a "Facility" and collectively the "Facilities"), all of which are more particularly shown on Exhibit "B" attached to and incorporated in this Agreement by this reference, as well as one (1) wastewater lift station (the "CEP Facility") to be constructed and operated by the Orlando Utilities Commission ("OUC") and to be utilized by Owner to serve the Property pursuant to separate agreement between Owner and OUC, all of which Facilities and CEP Facility are to be connected to the Relocated Force Main and SWRF; and

WHEREAS, the County responded to Owner's request for specific hydraulic information required to complete Owner's designs with a Hydraulic Analysis letter dated June 13, 2019, stating the conditions to which the designs of the Project will need to comply; and

WHEREAS, pursuant to Section 37-5(b)(1) of the Code, Owner has obtained Orange County building permits for improvements within the Property, and paid wastewater capital charges for 1,369.915 Equivalent Residential Units ("ERUs") which is equivalent to 308,230.88 gallons per day ("GPD") (the "Current Capacity Wastewater Flow") in the amount of Four Million Eight Hundred Ninety Thousand Five Hundred Ninety-Six and 55/100 Dollars (\$4,890,596.55) based on the then-current rate of Three Thousand Five Hundred Seventy and no/100 Dollars (\$3,570.00) per ERU. Based on the Current Capacity Wastewater Flow and a peaking factor of 2.5, the "Current Peak Hourly Wastewater Flow" is 535.12 gallons per minute ("gpm"); and

WHEREAS, the County verified that the County has sufficient and adequate existing wastewater capacity and expected future wastewater capacity to handle the anticipated wastewater

needs of the Property in the timeframe projected for the development of the Property as represented in the MUP; and

WHEREAS, Owner will, in connection with the future development of the North Lift Stations Property, (i) submit to the County construction plans for the future developments for the County's approval, (ii) pay wastewater capital charges for the Current Capacity Wastewater Flow in accordance with the terms set forth herein, (iii) obtain Orange County building permits for the future developments, and (iv) construct the future developments in accordance with the construction plans therefore; and

WHEREAS, pursuant to the construction plans for the Facilities, Owner has or will install wastewater flow meters and telemetry equipment at each of the Facilities in order to measure, monitor, and record the sum of wastewater flows from each individual Facility to provide monthly billing amounts (the "Total Project Wastewater Flow"); and

WHEREAS, Owner and the County have agreed that the Total Project Wastewater Flow will determine the County's future billings of wastewater volume charges to Owner from the Property through the Facilities for remittance to the County for such wastewater volume; and

WHEREAS, prior to or concurrent with execution of this Agreement, Owner has or will convey to the County a mutually agreed upon utility easement and license agreement to ensure the County's right to operate and maintain the Wastewater Flow Meters (as defined below) on that certain real property more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "Utility Easement Area") and a license to access the Utility Easement Area (the "Utility Easement and License Agreement"), which Utility Easement and License Agreement will be recorded in the Public Records of Orange County, Florida.

**NOW THEREFORE**, pursuant to Section 37-3(e) of the Code, and in consideration of the fees and charges specified in this Agreement, the covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the County and Owner agree as follows:

- 1. **Recitals.** The above Recitals are true and correct, are incorporated herein and form a material part of this Agreement.
- 2. Capital Charge Payments Remain with the Property. Pursuant to Section 37-5 of the Code, wastewater capacity may only be purchased for the property specified in the application for service and may not be transferred to another property. Accordingly, all wastewater capacity purchased by or credited to Owner as contemplated herein is purchased or credited on behalf of the Property, runs with the Property, and may not be transferred to any other property.

# 3. Current Capacity Wastewater Flow and Master Utility Plan.

(a) As of the date that this Agreement is executed, the Current Capacity Wastewater Flow associated with the Property is equivalent to 308,230.88 GPD, and the Current Peak Hourly Wastewater Flow is equivalent to 535.12 gpm. The Current Capacity Wastewater Flow, as such term is used herein and defined below, shall automatically increase by the amount

of any additional wastewater capacity acquired for the Property after the execution of this Agreement, pursuant to the terms hereof, if any. The Current Peak Hourly Wastewater Flow, as such term is used herein, shall automatically increase by 2.5 times the amount of any additional average daily flow of wastewater capacity acquired for the Property after the execution of this Agreement, pursuant to the terms hereof, if any.

- (b) County acknowledges that, subject to payment of capital charges per the Code, Owner intends to utilize the North Lift Stations for the Property under the terms of this Agreement. For the avoidance of doubt, all development within the Property must pay capital charges in accordance with the Code.
- (c) The peak wastewater discharge from the Facilities must not exceed the Current Peak Hourly Wastewater Flow.
- 4. **Wastewater Capital Charges.** Pursuant to the Code, Owner agrees to pay the applicable Wastewater Capital Charge at the time of application for each building permit on the Property and at the time of purchase of additional capacity as a result of a True-up Event (as defined below) in accordance with subsection 5.c.ii below.

# 5. Metering and Compliance.

- Metering. The Parties agree that wastewater flow shall be measured (a) through the utilization of an electronic metering device, which is reasonably acceptable to the County, at each Facility (the "Wastewater Flow Meter(s)"), the sum of the readings from which shall determine the Total Project Wastewater Flow. The County shall own the Wastewater Flow Meters and be responsible for ensuring that the Wastewater Flow Meters and any necessary equipment for remote monitoring (the "Remote Equipment") are properly maintained, functioning, and accurate. Owner shall be responsible for ensuring that the Wastewater Flow Meters and the Remote Equipment are accessible by the County for inspection and testing to confirm the same are functioning as intended in accordance with the terms of the Utility Easement and License Agreement. In the event such testing shows the Remote Equipment is not functioning as intended or is providing inaccurate readings, Owner shall repair or replace such equipment as soon as practical and at its sole cost and expense. In the event of any inaccurate readings from one or more faulty Wastewater Flow Meters or Remote Equipment resulting in an overpayment or underpayment during one or more Billing Periods (as defined below), the Parties shall reconcile such billings during the next full Billing Period after repair or replacement of the faulty Wastewater Flow Meter(s) or Remote Equipment.
- (i) The County will monitor and measure the Total Project Wastewater Flow by remote electronic wastewater meter readings. The County will calculate Total Project Wastewater Flow from the Property by actual wastewater meter readings from the Wastewater Flow Meter(s).
- (ii) A monthly monitoring fee, per the Orange County Board of County Commissioners' applicable rate resolutions, as amended from time to time, will be assessed and billed to Owner by the County.

- (iii) A separate monthly reading fee for the specialty meters (Wastewater Flow Meters), per the Orange County Board of County Commissioners' rate resolutions, as amended from time to time, will be assessed and billed to Owner.
- (iv) Owner shall allow the County access to the Property pursuant to the terms of the Utility Easement and License Agreement to (i) perform direct reading of the meters located at the Facilities, (ii) inspect the wastewater plumbing, (iii) conduct monitoring tests including, but not limited to, tests of usage and flows, and (iv) repair and maintain the Wastewater Flow Meters.
- (v) Nothing in this Agreement shall be deemed to grant, convey or vest an interest or estate in the Property or Facilities, including but not limited to any fee, leasehold or easement, in the County.
- (b) No changes to the use, wastewater plumbing, or utility mains that may increase the wastewater flows for the Facilities from the Current Capacity Wastewater Flow may be made by Owner without prior review, inspection, and written approval of the County in accordance with the MEDP Ordinance.
- (c) **Compliance.** For the term of this Agreement, monitoring for compliance with the Current Capacity Wastewater Flow will be based on a six (6)-month rolling average of actual wastewater flows measured by the Wastewater Flow Meter(s) (each, a "Billing Period"). For each Billing Period, the County will calculate the Billing Period Wastewater Flow based on the Total Project Wastewater Flow for such Billing Period. The "Billing Period Wastewater Flow" is equal to the volume (in gallons) of wastewater discharge for the Billing Period divided by the number of days in that Billing Period. The County will calculate the volume for each Billing Period as the sum of the differences between the beginning and ending readings of the Wastewater Flow Meter(s).
- (i) If any Billing Period Wastewater Flow exceeds the Current Capacity Wastewater Flow, the County may issue a written warning to Owner notifying them of the exceedance.
- (ii) If at any time during the term of this Agreement, the six (6)-month average Billing Period Wastewater Flow exceeds the Current Capacity Wastewater Flow, Owner shall purchase additional wastewater capacity in an amount calculated by the difference between the six (6)-month average Billing Period Wastewater Flow and the Current Capacity Wastewater Flow (each, a "True-up Event"). The cost of wastewater capacity will be calculated using the then current Orange County wastewater capital charge rates at the time of purchase. Notwithstanding the foregoing, Owner shall have the right, exercisable once during the term of this Agreement, to designate four (4) consecutive billing periods, which period must begin prior to the Grand Opening of the Project, to be excluded from the County's calculation of a six (6)-month average of Wastewater Flow to accommodate for increased flows associated with the Grand Opening. Owner shall exercise the right by delivering prior written notice to the County in accordance with Section 13 below and such notice shall designate the four (4) consecutive months to be excluded.

- (iii) If additional wastewater capacity is purchased, as described in subsection 5.c.ii above, and at a later date a six (6)-month average Billing Period Wastewater Flow exceeds the Cumulative Current Capacity Wastewater Flow, as defined below, Owner must purchase additional wastewater capacity from the County as described in subsection 5.c.ii above. For purpose of this Agreement the term "Cumulative Current Capacity Wastewater Flow" shall mean the Current Capacity Wastewater Flow as of the date of this Agreement plus all additional capacity paid for as a result of all True-up Events and all additional capacity paid for in connection with the issuance of all applicable building permits.
- (iv) Owner shall pay to the County within thirty (30) days any additional wastewater capital charges that may be due and owing for the Property.
- (v) Owner's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges, within thirty (30) days from the date of Owner's receipt of notice of nonpayment from the County, may result in the interruption of water and wastewater services to the Property.
- 6. **Indemnification of the County.** To the extent permitted by law, Owner shall defend, indemnify, and hold the County harmless from and against any and all claims, damages, losses and expenses, arising out of, or resulting from, this Agreement, other than claims and losses arising from the negligence of the County, its employees, agents, contractors and subcontractors. Nothing contained herein shall constitute an assumption of liability by any Party to this Agreement for the acts or omissions of any other Party to this Agreement. Furthermore, nothing contained herein shall constitute a waiver of the County's sovereign immunity or the limits of liability adopted by the Florida Legislature in Section 768.28, Florida Statutes.
- 7. **Monitoring.** The County may initiate monitoring on the first day of the term of this Agreement, and will continue in accordance with Section 8, below. Subject to the provisions of Section 12 below, any breach of this Agreement may result in the interruption of water and wastewater services to the Property.
- 8. **Term of Agreement.** The term of this Agreement is for a period of ten (10) years commencing on the later of the Effective Date or the day the first Facility receives clearance for use from the Florida Department of Environmental Protection unless otherwise extended as provided below in this Section 8 or earlier terminated in accordance with the provisions set forth in Section 12 of this Agreement. The term may be extended for additional periods of five (5) years if during the term or any extension period a True-up Event occurs. If no True-up Event occurs during the term or extension period, this Agreement shall automatically terminate upon expiration of the term or extension period, as applicable.
- 9. **Sale of Property.** Except as provided in this Section 9, Owner's right to sell or transfer the Property, or any portion of its ownership or leasehold interest in the Property, shall not be restricted by this Agreement provided, however, that the County must be provided with thirty (30) days prior notice of such sale or transfer. At the time of the closing of the sale or transfer of all or any portion of the Property, the successor party/parties (the "**Purchaser(s)**") shall execute an acknowledgment and agreement whereby the Purchaser(s) acknowledges the existence of and

agrees to be bound by the terms of this Agreement ("Acknowledgement"). Such Acknowledgment must be delivered to the County within thirty (30) days after the date of such sale or transfer. If the Purchaser(s) does not provide the County the Acknowledgement, Owner will be in breach of this Agreement and the County may (a) discontinue water and wastewater service to the Property, or (b) terminate this Agreement, or any one or combination of (a) or (b). Capital charges run with the Property, as stated in Section 2 above. Notwithstanding any of the foregoing however, Owner shall have the right to sell or transfer the Property, or any portion thereof, to a parent, subsidiary, or affiliated entity (each, an "Affiliate") without any prior notice thereof. In such event, Owner and the Affiliate will be responsible for the satisfaction of all obligations and responsibilities of Owner arising under or attributable to this Agreement.

- 10. **Limitation on Assignment.** If, pursuant to Section 9 above, Owner sells, transfers or assigns all or any portion of its ownership or leasehold interest in the Property or any portion thereof to any entity other than an Affiliate, then Owner shall assign the Agreement to such extent and shall cause the transferee to assume to the same extent the rights and obligations of Owner.
- 11. **Recording.** The Parties hereto agree that an executed copy of this Agreement, including the Exhibits attached hereto, and the Utility Easement and License Agreement shall be recorded by Owner at Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall run with the land.
- Termination. Notwithstanding anything herein to the contrary, this Agreement may be terminated upon written mutual consent of Owner and the County for which notice shall be provided in accordance with Section 13 below. The County may terminate this Agreement and the provision of water and wastewater service to the Property due to any breach of this Agreement by Owner after providing written notice of the breach to Owner and providing Owner with thirty (30) days to cure the breach (the "Cure Period"). If Owner fails to cure the breach during the Cure Period, the County may terminate this Agreement effective as of the first day after the Cure Period or discontinue water and wastewater service to the Property or both.
- Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

If to the County: Orange County Utilities Department

9150 Curry Ford Road

Orlando, Florida 32825-7600

Attn: Director

With copy to: Orange County Administrator's Office

Orange County Administration Building 201 South Rosalind Avenue 5th Floor

Orlando, Florida 32801-3527

Attn: County Administrator

If to Owner: Universal City Development Partners, Inc.

1000 Universal Studios Plaza Orlando, Florida 32819-7601

Attn: John Sprouls, Chief Executive Officer

With copy to: Universal City Development Partners, Inc.

1000 Universal Studios Plaza Orlando, Florida 32819-7601

Attn: Adam Williams, Senior Vice President, Legal & Business

Affairs, Universal Destination & Experiences

Juli Simas James, Esq.
Shutts & Bowen LLP
300 South Orange Avenue Suite

300 South Orange Avenue, Suite 1600

Orlando, Florida 32801-3382

- 14. **Governing Law.** The Parties agree that the Parties entered into this Agreement in the State of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.
- 15. **Jurisdiction.** Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant to this Agreement and expressly waive all rights to trial by jury for any matters arising under this Agreement.
- 16. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions contained in this Agreement, each Party will be responsible for its own costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.
- 17. **Headings.** The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction or interpretation hereof.

- 18. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.
- 19. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of any formal Parties to this Agreement and no rights or cause of action may accrue upon, or by reason of, this Agreement to or for the benefit of any third party not a formal party to this Agreement.
- 20. **Entire Agreement.** This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.
- 21. **Amendment.** This Agreement may not be amended unless the amendment is in writing and approved by the County and Owner.
- 22. **Effective Date.** This Agreement shall become effective on the date approved by the Orange County Board of County Commissioners (the "Effective Date"). Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday for national banks in Orange County, Florida, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday for national banks in Orange County, Florida. The last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.
- 23. Land Use Approvals. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.
- 24. **Non-Waiver.** The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release the other Party from its duties to comply with its obligations in all other instances.
- 25. **Remedies.** No remedy conferred upon the County in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, Orange County Code, or otherwise. No single or partial exercise by the County of any rights, power, or remedy under this Agreement shall preclude any other or further exercise thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.



# ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings
Orange County Mayor

Date: May 23, 2023

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

By: Jernifo Jon - Winet

Deputy Clerk

Print: Jennifer-Lara Klimetz

# **WITNESSES:**

	<b>PARTNERS, LTD.</b> , a Florida limited partnership
Q i 1.	partiersinp
Sandia h	By: Universal City Florida Holding Co. II, a
(sign)	Florida general partnership Its: General Partner
Sandra Chen	iii. General Farmer
(print name)	By: Universal City Property
	Management II LLC, a Delaware limited liability company
(sign)	Its: General Partner
Adam Williams	D O 7 MM
(print name)	John McReynolds, Senior Vice
()	President, External Affairs
STATE OF FLORIDA	
COUNTY OF ORANGE	
May The foregoing instrument	was acknowledged before me this $\frac{12}{1}$ day of this McReynolds, as Senior Vice President, External Affairs
	gement II LLC, a Delaware limited liability company, as
General Partner of Universal City I	Florida Holding Co. II, a Florida general partnership, as
	<b>velopment Partners, Ltd.</b> , a Florida limited partnership, on red before me by means of $\begin{bmatrix} 1 \\ 1 \end{bmatrix}$ online notarization, or $\begin{bmatrix} 1 \\ 1 \end{bmatrix}$
	personally known to me, or [ ] has produced
	as identification.
	1/
	Lattleen Levis
SEAL)	(Signature of Notary Public) Print Name: Kathleen Lewis
	Notary Public, State of Florida Commission No.:
	My Commission Explication KATHLEEN M. LEWIS
	* Commission # HH 281808
	Expires June 28, 2026

UNIVERSAL CITY DEVELOPMENT

# Exhibit "A" - The Property

PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A) Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT | B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

#### PARCEL A:

Lot 1 and Tract C, UNIVERSAL SOUTH CAMPUS - PLAT 1, according to the plat thereof, as recorded in Plat Book 110, Pages 45 through 51, of the Public Records of Orange County, Florida.

Containing 127.424 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

#### AND:

#### PARCEL B:

That part of Sections 31 and 32, Township 23 South, Range 29 East, and that part of Sections 5 and 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of UNIVERSAL SOUTH CAMPUS - PLAT 1, according to the plat thereof, as recorded in Plat Book 110, Pages 45 through 51, of the Public Records of Orange County, Florida; thence S00°01'46"E along the West line of the Orange County South Water Reclamation Facility, as described in Official Records Book 3907, Page 1921, of said Public Records, a distance of 692.83 feet; thence S00°07'44"E along said West line, 278.25 feet to the Southerly line of said Orange County South Reclamation Facility; thence S66°03'27"E along said Southerly line, 699.86 feet; thence N89°37'53"E along said Southerly line, 872.23 feet to the Northwest corner of the Northernmost Conservation Easement described in Official Records Book 9735, Page 2964, of said Public Records; thence departing said Southerly line run the following six (6) courses along the Westerly line of said Conservation Easement: S45°58'55"E, 326.39 feet: thence S36°30'45"E, 196.02 feet; thence S22°48'59"E, 434.67 feet; thence S40°28'32"E, 543.81 feet; thence S38°20'25"E, 734.14 feet; thence S25°40'00"E along said Westerly line and the Southerly prolongation thereof, a distance of 328.77 feet to the Northerly Right-of-Way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records; said point being on a non-tangent curve concave Southeasterly having a radius of 1349.95 feet and a chord bearing of S37°22'50"W; thence run the following four (4) courses along

#### SEE SHEET 2 FOR CONTINUATION

SHEET INDEX			
SHEET 1 Legal Description, Notes, & Leger			
SHEETS 2 - 4	Continued Legal Description		
SHEET 5 Location Map			
SHEETS 6 - 7	Boundary Detail Sheets (Parcel A)		
SHEETS 8 - 16	Boundary Detail Sheets (Parcel B)		
SHEET\$ 17-20	Line & Curve Tables		

#### NOTES

- This is not a survey.
- Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2011 Adjustment, East Zone, deriving a bearing of S00°01'46"E along the East line of UNIVERSAL SOUTH CAMPUS -PLAT 1, according to the plat thereof, as recorded in Plat Book 110, Pages 45 through 51, of the Public Records of Orange County, Florida.
- 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**

LINE NUMBER	N/	NUN-TANGENT
CURVE NUMBER	ORB	OFFICIAL RECORDS BOOK
		PLAT
	PB	PLAT BOOK
	PG(S)	PAGE(S)
	PID	PARCEL IDENTIFICATION NUMBER
PROPERTY LINE	PC	POINT OF CURVATURE
ALSO KNOWN AS	PCC	POINT OF COMPOUND CURVATURE
FLORIDA DEPARTMENT OF	PRC	POINT OF REVERSE CURVATURE
TRANSPORTATION	PT	POINT OF TANGENCY
FINANCIAL PROJECT	R/W	RIGHT-OF-WAY
NORTH AMERICAN DATUM	(R)	RADIAL
NUMBER		STATE ROAD
NON-RADIAL	3.71.	STATE ROAD
	CURVE NUMBER SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST COMPUTED DESCRIPTION PROPERTY LINE ALSO KNOWN AS FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT NORTH AMERICAN DATUM NUMBER	CURVE NUMBER SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST COMPUTED DESCRIPTION PROPERTY LINE ALSO KNOWN AS FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT NORTH AMERICAN DATUM NUMBER SCHOOL CORRES (P) PG(S) PG(

#### PREPARED FOR:

# UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY

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. LB68 DRAWN BY: MKS JOB. NO SCALE. SHEET DATE: 04/2023 CHECKED BY: DLL 21573.001 N/A OF\_ 20

DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L Carson Digitally signed by Rocky L Carson Date: 2023,04 11 17:47:36 04:00'

Rocky L. Carson April 11, 2023 Florida Registered Surveyor and Mappe Certificate No. 4285 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5.1-17.062(3) F.A.C.), OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

# Exhibit "A" – The Property

PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A) Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

DESCRIPTION: (CONTINUED FROM SHEET 1)

said Northerly Right-of-Way line: Southwesterly along the arc of said curve through a central angle of 14°15'01" for a distance of 335.75 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1649.94 feet and a chord bearing of S61°34'11"W; thence Southwesterly along the arc of said curve through a central angle of 62°37'44" for a distance of 1803.52 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 1274.96 feet and a chord bearing of S67°28'53"W; thence Southwesterly along the arc of said curve through a central angle of 50°48'19" for a distance of 1130.53 feet to the point of tangency; thence S42°04'44"W, 446.16 feet to Easterly boundary of OEP EAST PARCEL PHASE II, according to the plat thereof, as recorded in Plat Book 86, Pages 136 and 137, of said Public Records; thence departing said Northerly Right-of-Way line run the following three (3) courses along the Easterly and Northerly boundaries of said plat: N00°07'39"W, 476.09 feet; thence N44°19'11"W, 134.02 feet; thence N58°06'34"W along said Northerly boundary and the Northerly boundary of OEP EAST PARCEL, according to the plat thereof, as recorded in Plat Book 81, Pages 150 and 151, of said Public Records, a distance of 1301.79 feet; thence S67°30'00"W along the Westerly boundary of said OEP EAST PARCEL, 666.25 feet; thence departing said Westerly boundary run N17°12'41"E, 170.97 feet; thence N16°44'31"E, 98.68 feet; thence N27°08'10"E, 159.01 feet; thence N32°30'36"E, 262.57 feet to the Northerly boundary of the 140.00 foot wide Drainage Easement (Central Canal), as described in Official Records Book 6159, Page 1936 and Official Records Book 6983, Page 2192, of said Public Records; thence N58°06'34"W along said Northerly boundary, 59.67 feet; thence departing said Northerly boundary, run S33°37'47"W, 140.06 feet to the Southerly boundary of said 140.00 foot wide Drainage Easement; thence run the following three (3) courses along said Southerly boundary: N58°06'34"W, 272.74 feet; thence N81°57'22"W, 559.60 feet; thence S89°44'53"W, 48.45 feet to the Easterly line of Segment 1, as described in Exhibit "B" of Document No. 20210741112, of said Public Records, and a non-tangent curve concave Westerly having a radius of 2153.00 feet and a chord bearing of NO2°18'36"E; thence run the following courses along said Easterly line: Northerly along the arc of said curve through a central angle of 04°46'42" for a distance of 179.55 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 50.00 feet and a chord bearing of N30°09'54"E; thence Northeasterly along the arc of said curve through a central angle of 60°29'19" for a distance of 52.79 feet to the point of tangency; thence N60°24'34"E, 45.88 feet to the point of curvature of a curve concave Southeasterly having a radius of 1464.67 feet and a chord bearing of N64°35'22"E; thence Northeasterly along the arc of said curve through a central angle of 08°21'37" for a distance of 213.72 feet to the point of tangency; thence N68°46'11"E, 181.68 feet to the point of curvature of a curve concave Southerly having a radius of 1164.67 feet and a chord bearing of N71°23'44"E; thence Easterly along the arc of said curve through a central angle of 05°15'07" for a distance of 106.76 feet to the point of tangency; thence N74°01'18"E, 210.89 feet to the point of curvature of a curve concave Southerly having a radius of 1343.00 feet and a chord bearing of N78°44'54"E; thence Easterly along the arc of said curve through a central angle of 09°27'11" for a distance of 221.58 feet to the point of compound curvature of a curve concave Southerly having a radius of 1494.00 feet and a chord bearing of N84°42'43"E; thence Easterly along the arc of said curve through a central angle of 02°28'26" for a distance of 64.51 feet to a non-tangent line; thence N03°31'55"W, 21.00 feet to REFERENCE POINT "A"; thence continue N03°31'55"W, 176.29 feet; thence N70°07'25"W, 48.16 feet to a non-tangent curve concave Southerly having a radius of 1609.00 feet and a chord bearing of S82°20'10"W; thence Westerly along the arc of said curve through a central angle of 05°55'05" for a distance of 166.19 feet to the point of tangency; thence \$79°22'38"W, 402.30 feet to the point of curvature of a curve concave Northeasterly having a radius of 474.00 feet and a chord bearing of N60°52'23"W; thence Northwesterly along the arc of said curve through a central angle of 79°29'58" for a distance of 657.69 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 2164.00 feet and a chord bearing of N23°40'50"W; thence Northwesterly along the arc of said curve through a central angle of 05°06'53" for a distance of 193.18 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 2693.00 feet and a chord bearing of N33°02'16"W; thence Northwesterly along the arc of said curve through a central angle of 13°35'57" for a distance of 639.19 feet to the point of tangency; thence N39°50'14"W, 186.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 910.00 feet and a chord bearing of N23°09'36"W; thence Northwesterly along the arc of said curve through a central angle of 33°21'16" for a distance of 529.75 feet to the point of compound curvature of a curve concave Easterly having a radius of 1031.00 feet and a chord bearing of N03°24'34"W; thence Northerly along the arc of said curve through a central angle of 06°08'48" for a distance of 110.61 feet to the point of tangency; thence N00°20'10"W, 42.86 feet; thence N20°25'59"E, 36.66 feet; thence N00°20'10"W, 107.39 feet; thence N15°28'33"W, 87.09 feet to the Northerly boundary of lands described in Official Records Book 5638, Page 3517, and the Northerly boundary of N-4 through N-11 as described in aforesaid Official Records Book 8891, Page 803, of said Public Records; thence departing said Easterly line of Segment 1, run

### SEE SHEET 3 FOR CONTINUATION

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY



DATE: 04/2023

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: MKS

JOB NO. **SCALE** SHEET\_ CHECKED BY: DLL 21573.001 N/A 20

### Exhibit "A" – The Property

PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A)
Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

**DESCRIPTION: (CONTINUED FROM SHEET 2)** 

the following three (3) courses along said Northerly boundary of N-4 through N-11: N89°22'10"E along said Northerly boundary of lands described in Official Records Book 5638, Page 3517, a distance of 116.03 feet; thence N00°37'51"W along said Northerly boundary of lands described in Official Records Book 5638, Page 3517 and the Northerly prolongation thereof, 814.55 feet; thence S89°42'25"E, 861.90 feet to the Westerly boundary of aforesaid UNIVERSAL SOUTH CAMPUS - PLAT 1; thence departing said Northerly boundary of N-4 through N-11, run the following two (2) courses along the Westerly and South boundaries of said plat: S00°01'31"W, 101.85 feet; thence N89°44'41"E, 2449.00 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

#### LESS & EXCEPT:

BEGIN at REFERENCE POINT "A", said point being on a curve concave Southerly having a radius of 1515.00 feet and a chord bearing of N89°09'40"E; thence Easterly along the arc of said curve through a central angle of 06°24'38" for a distance of 169.51 feet to a non-tangent curve concave Southerly having a radius of 34.00 feet and a chord bearing of N69°21'56"E; thence Easterly along the arc of said curve through a central angle of 47°54'38" for a distance of 28.43 feet to the point of compound curvature of a curve concave Southerly having a radius of 1526.00 feet and a chord bearing of S84°54'37"E; thence Easterly along the arc of said curve through a central angle of 03°32'16" for a distance of 94.22 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 53.00 feet and a chord bearing of S67°06'17"E; thence Easterly along the arc of said curve through a central angle of 32°04'25" for a distance of 29.67 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 37.00 feet and a chord bearing of S66°13'17"E; thence Southeasterly along the arc of said curve through a central angle of 30°18'24" for a distance of 19.57 feet to the point of reverse curvature of a curve concave Southerly having a radius of 1513.00 feet and a chord bearing of S79°13'28"E; thence Easterly along the arc of said curve through a central angle of 04°18'01" for a distance of 113.56 feet to the point of reverse curvature of a curve concave Northerly having a radius of 37.00 feet and a chord bearing of N87°46'20"E; thence Easterly along the arc of said curve through a central angle of 30°18'24" for a distance of 19.57 feet to the point of reverse curvature of a curve concave Southerly having a radius of 53.00 feet and a chord bearing of N88°39'21"E; thence Easterly along the arc of said curve through a central angle of 32°04'25", for a distance of 29.67 feet to the point of compound curvature of a curve concave Southerly having a radius of 1526.00 feet and a chord bearing of S73°58'02"E; thence Easterly along the arc of said curve through a central angle of 02°40'49" for a distance of 71.39 feet to a non-tangent line; thence S58°59'35"E, 49.97 feet to a non-tangent curve concave Southwesterly having a radius of 1515.00 feet and a chord bearing of \$64°30'55"E; thence Southeasterly along the arc of said curve through a central angle of 12°33'01" for a distance of 331.85 feet to a non-tangent curve concave Southerly having a radius of 34.00 feet and a chord bearing of S81°14'28"E; thence Easterly along the arc of said curve through a central angle of 47°54'38" for a distance of 28.43 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 1526.00 feet and a chord bearing of S56°27'22"E; thence Southeasterly along the arc of said curve through a central angle of 01°39'33" for a distance of 44.19 feet to the point of tangency; thence S55°37'36"E, 1256.28 feet to the point of curvature of a curve concave Northerly having a radius of 558.36 feet and a chord bearing of S72°09'50"E; thence Easterly along the arc of said curve through a central angle of 33°04'28" for a distance of 322.32 feet to the point of reverse curvature of a curve concave Southerly having a radius of 148.00 feet and a chord bearing of S78°10'15"E; thence Easterly along the arc of said curve through a central angle of 21°03'38" for a distance of 54.40 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 154.00 feet and a chord bearing of S42°02'49"E; thence Southeasterly along the arc of said curve through a central angle of 51°11'16" for a distance of 137.58 feet to the point of compound curvature of a curve concave Westerly having a radius of 849.80 feet and a chord bearing of \$10°55'20"E; thence Southerly along the arc of said curve through a central angle of 11°03'42" for a distance of 164.07 feet to the point of tangency; thence S05°23'29"E, 96.37 feet; thence S03°35'43"E, 151.90 feet to the point of curvature of a curve concave Westerly having a radius of 48.00 feet and a chord bearing of S07°03'41"W; thence Southerly along the arc of said curve through a central angle of 21°18'47" for a distance of 17.86 feet to the Northerly Right-of-way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records, and a non-tangent curve concave Southerly having a radius of 1274.96 feet and a chord bearing of N83°24'13"E; thence Easterly along said Northerly Right-of-way line and the arc of said curve through a central angle of 06°11'12" for a distance of 137.67 feet to a non-tangent line; thence departing said Northerly Right-of-way line, run N48°35'43"W, 42.61 feet; thence N03°35'43"W, 211.13 feet to the point of curvature of a

### SEE SHEET 4 FOR CONTINUATION

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY

DONALD ENGINEERS 2200 PARK AV

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: MKS JOB NO. SCALE SHEET 3

DATE: 04/2023 CHECKED BY: DLL 21573.001 N/A OF 20

# Exhibit "A" – The Property

PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A) Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

**DESCRIPTION: (CONTINUED FROM SHEET 3)** 

curve concave Westerly having a radius of 826.00 feet and a chord bearing of N04°25'13"W; thence Northerly along the arc of said curve through a central angle of 01°39'01" for a distance of 23.79 feet to the point of tangency; thence N05°14'44"W, 117.98 feet to the point of curvature of a curve concave Easterly having a radius of 94.00 feet and a chord bearing of N14°26'50"E; thence Northerly along the arc of said curve through a central angle of 39°23'08" for a distance of 64.62 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 113.47 feet and a chord bearing of N51°21'13"E; thence Northeasterly along the arc of said curve through a central angle of 34°25'39" for a distance of 68.18 feet to the point of compound curvature of a curve concave Southerly having a radius of 685.03 feet and a chord bearing of N73°14'28"E; thence Easterly along the arc of said curve through a central angle of 09°20'51" for a distance of 111.76 feet to the point of compound curvature of a curve concave Southerly having a radius of 112.36 feet and a chord bearing of N83°39'38"E; thence Easterly along the arc of said curve through a central angle of 11°29'29" for a distance of 22.53 feet to the point of tangency; thence N89°24'23"E, 20.04 feet to the point of curvature of a curve concave Northerly having a radius of 56.13 feet and a chord bearing of N79°17'51"E; thence Easterly along the arc of said curve through a central angle of 20°13'04" for a distance of 19.81 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 370.96 feet and a chord bearing of N66°27'23"E; thence Northeasterly along the arc of said curve through a central angle of 05°27'52" for a distance of 35.38 feet to a non-tangent line; thence N25°07'13"W, 114.77 feet to a non-tangent curve concave Northerly having a radius of 233.70 feet and a chord bearing of S87°16'10"W; thence Westerly along the arc of said curve through a central angle of 30°28'40" for a distance of 124.32 feet to the point of compound curvature of a curve concave Northerly having a radius of 275.41 feet and a chord bearing of N69°25'01"W; thence Westerly along the arc of said curve through a central angle of 16°08'58" for a distance of 77.63 feet to the point of reverse curvature of a curve concave Southerly having a radius of 137.00 feet and a chord bearing of N82°29'17"W; thence Westerly along the arc of said curve through a central angle of 42°17'31" for a distance of 101.12 feet to the point of tangency; thence \$76°21'57"W, 149.04 feet to the point of curvature of a curve concave Northerly having a radius of 298.00 feet and a chord bearing of \$87°23'04"W; thence Westerly along the arc of said curve through a central angle of 22°02'14" for a distance of 114.62 feet to the point of compound curvature of a curve concave Northerly having a radius of 465.00 feet and a chord bearing of N68°36'42"W; thence Westerly along the arc of said curve through a central angle of 25°58'13" for a distance of 210.77 feet to the point of tangency; thence N55°37'36"W, 565.13 feet to the point of curvature of a curve concave Northeasterly having a radius of 10.00 feet and a chord bearing of N50°51'10"W; thence Northwesterly along the arc of said curve through a central angle of 09°32'52" for a distance of 1.67 feet to the point of tangency; thence N46°04'44"W, 65.48 feet; thence N55°37'36"W, 751.20 feet to a non-tangent curve concave Northerly having a radius of 33.00 feet and a chord bearing of N83°50'34"W; thence Westerly along the arc of said curve through a central angle of 50°16'31" for a distance of 28.96 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 1563.00 feet and a chord bearing of N65°08'46"W; thence Northwesterly along the arc of said curve through a central angle of 12°52'55" for a distance of 351.41 feet to a non-tangent line; thence N60°23'01"W, 52.31 feet to a non-tangent curve concave Southerly having a radius of 1574.00 feet and a chord bearing of N81°47'20"W; thence Westerly along the arc of said curve through a central angle of 16°40'04" for a distance of 457.89 feet to a non-tangent curve concave Northerly having a radius of 48.00 feet and a chord bearing of S69°15'53"W; thence Westerly along the arc of said curve through a central angle of 39°01'27" for a distance of 32.69 feet to the point of reverse curvature of a curve concave Southerly having a radius of 1563.00 feet and a chord bearing of S87°49'44"W; thence Westerly along the arc of said curve through a central angle of 01°53'45" for a distance of 51.72 feet to a non-tangent line; thence SO3°31'55"E, 149.72 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 429.704 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Together containing 557.128 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY

DATE: 04/2023

DONALD W. McINTOSH ASSOCIATES, INC. **ENGINEERS PLANNERS SURVEYORS** 

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

Page 4 of 20

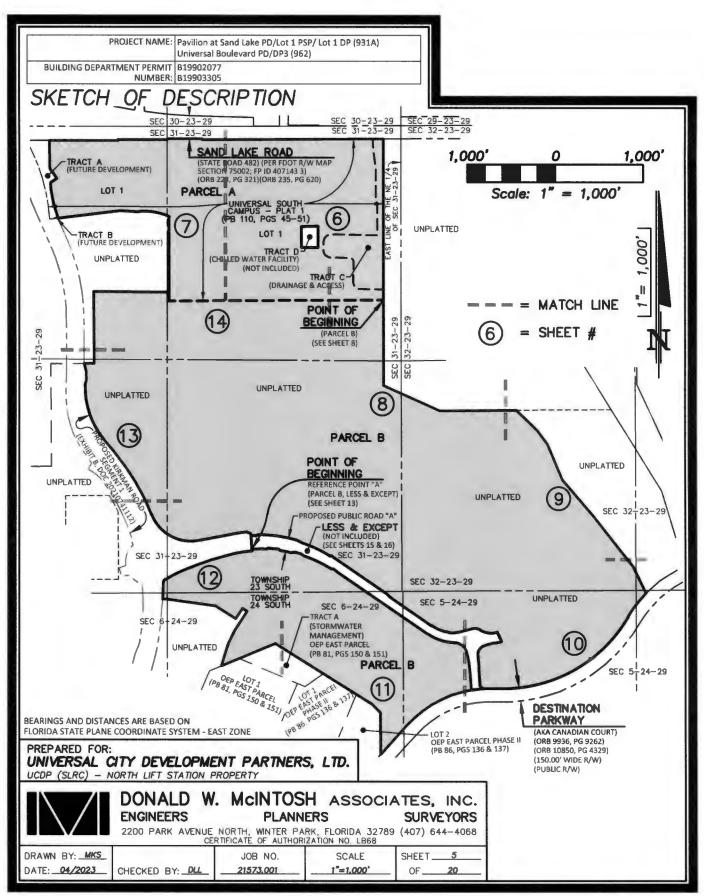
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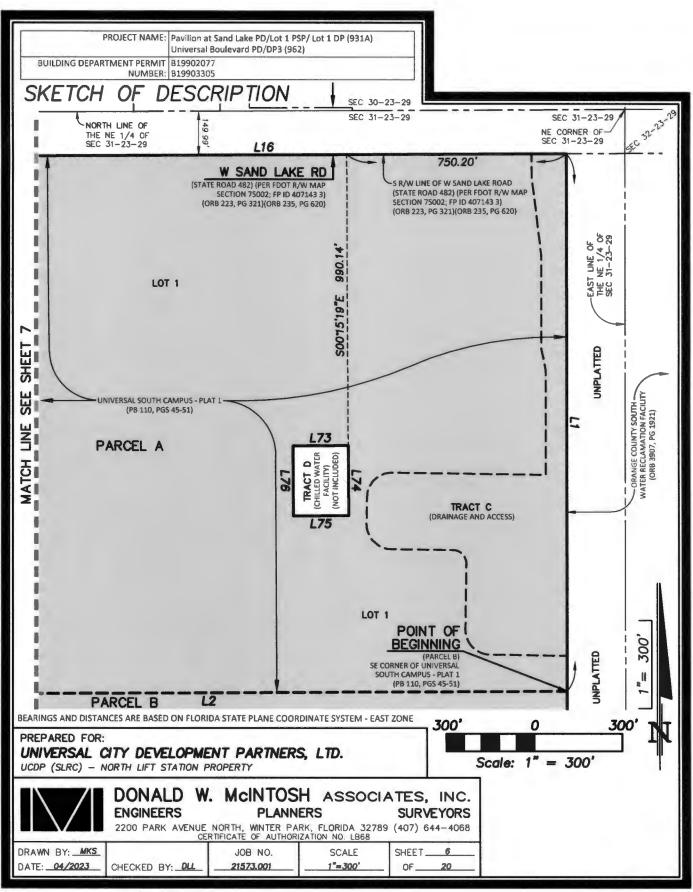
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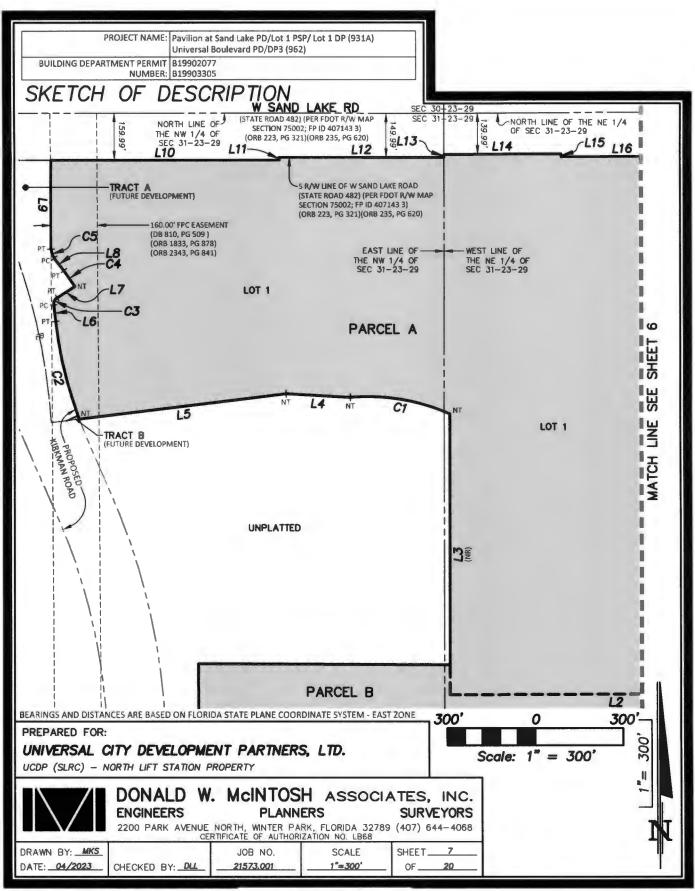
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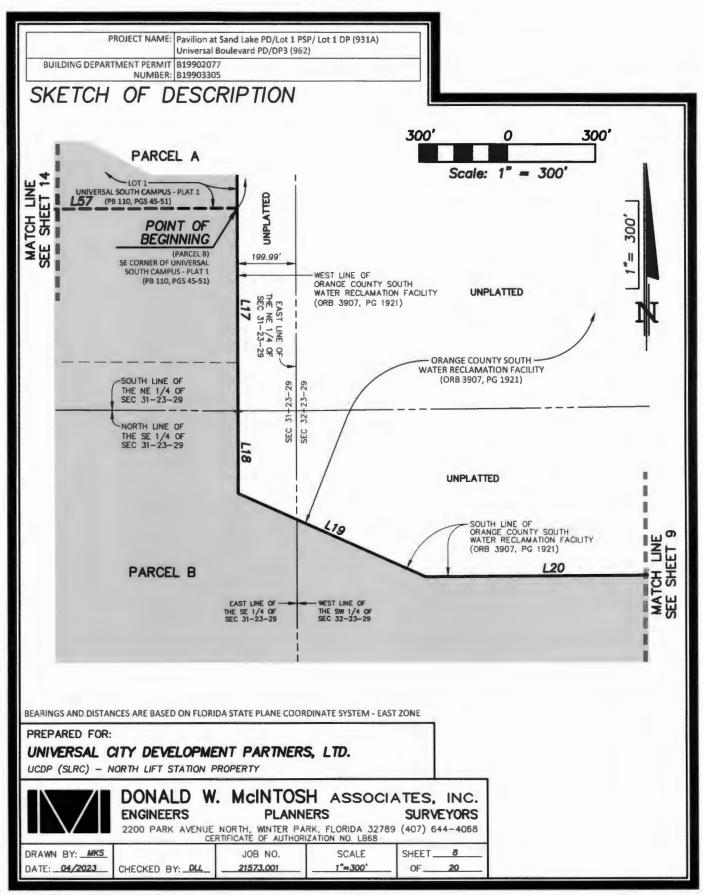
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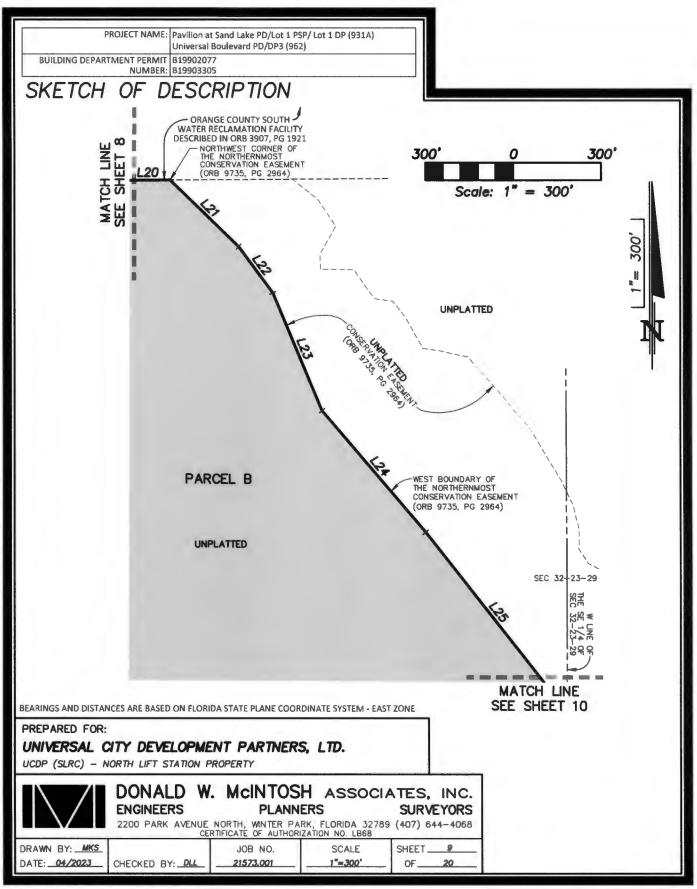
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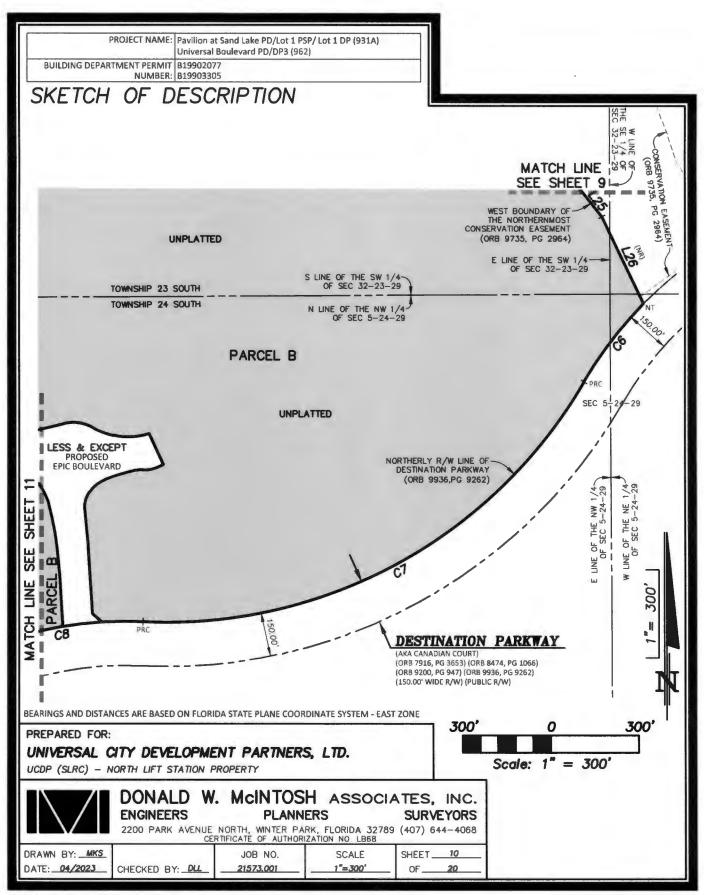


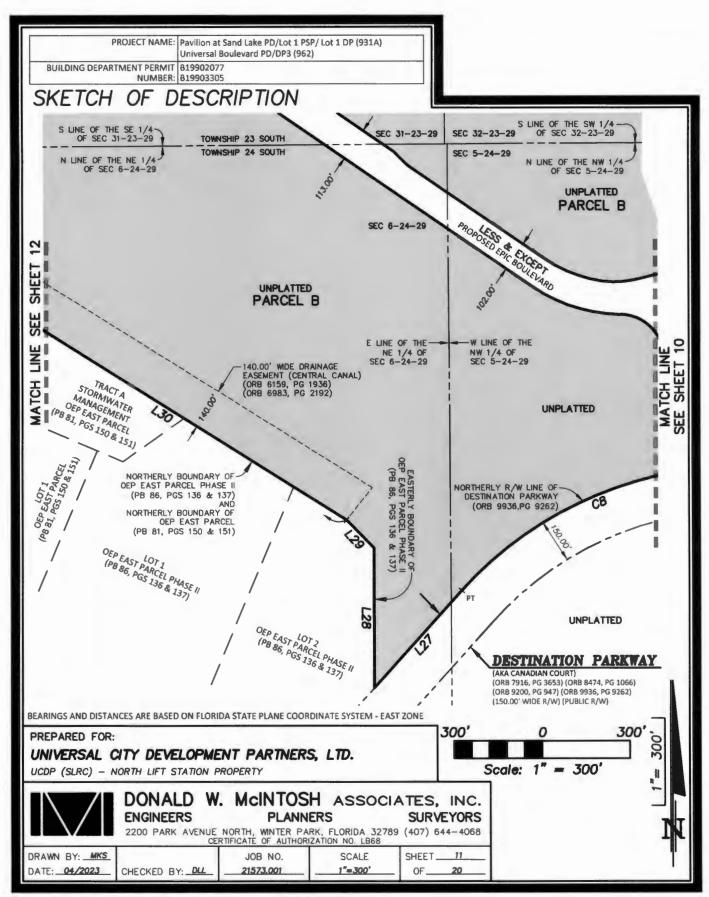


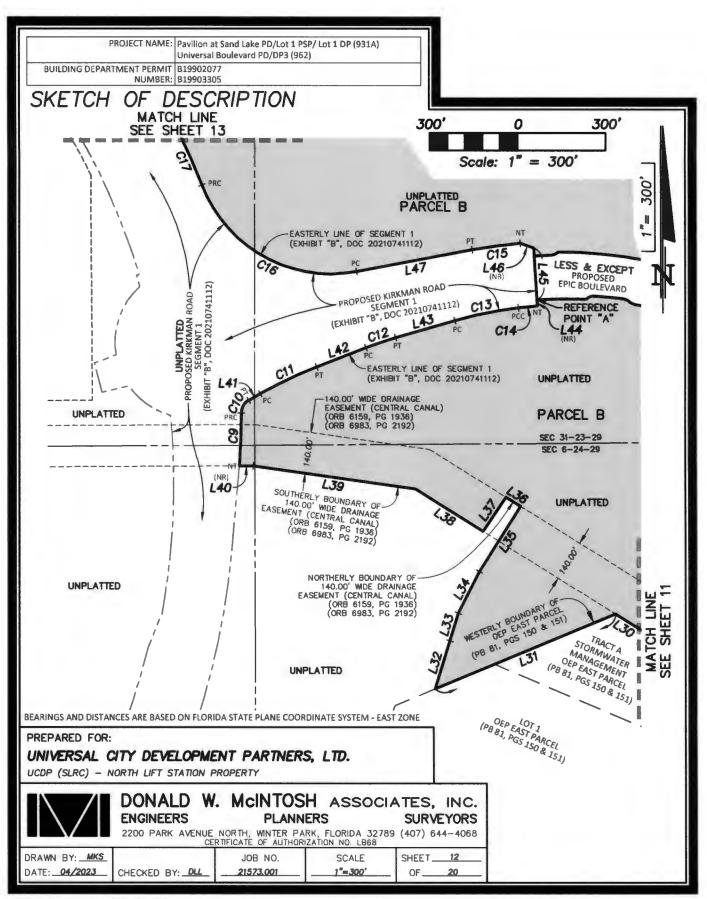


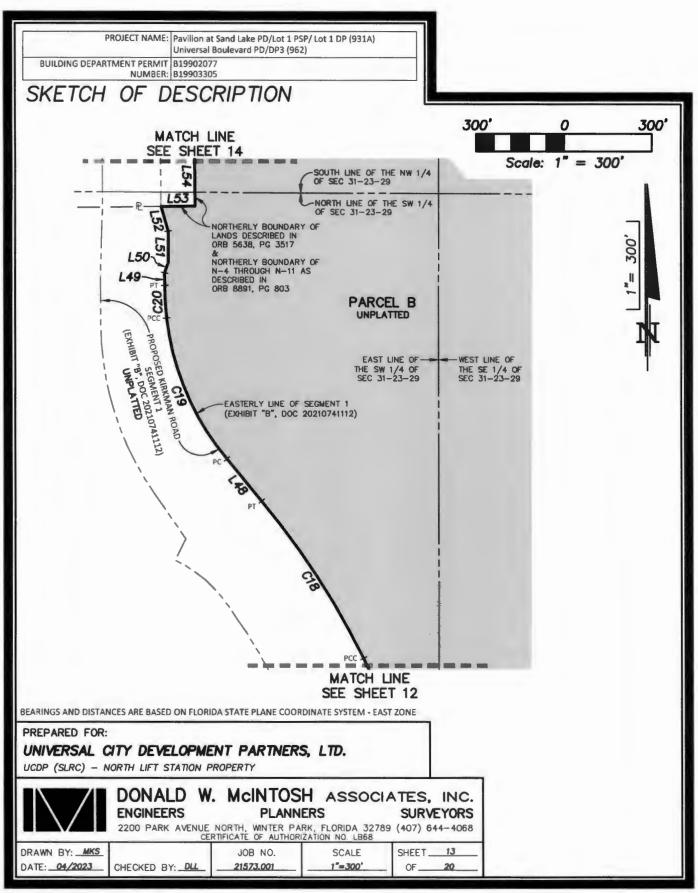


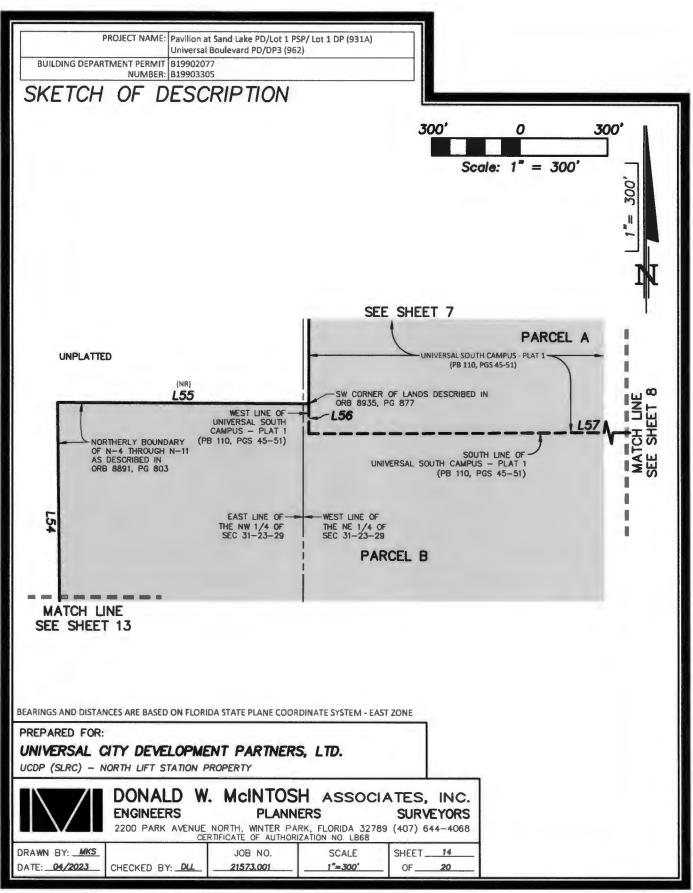


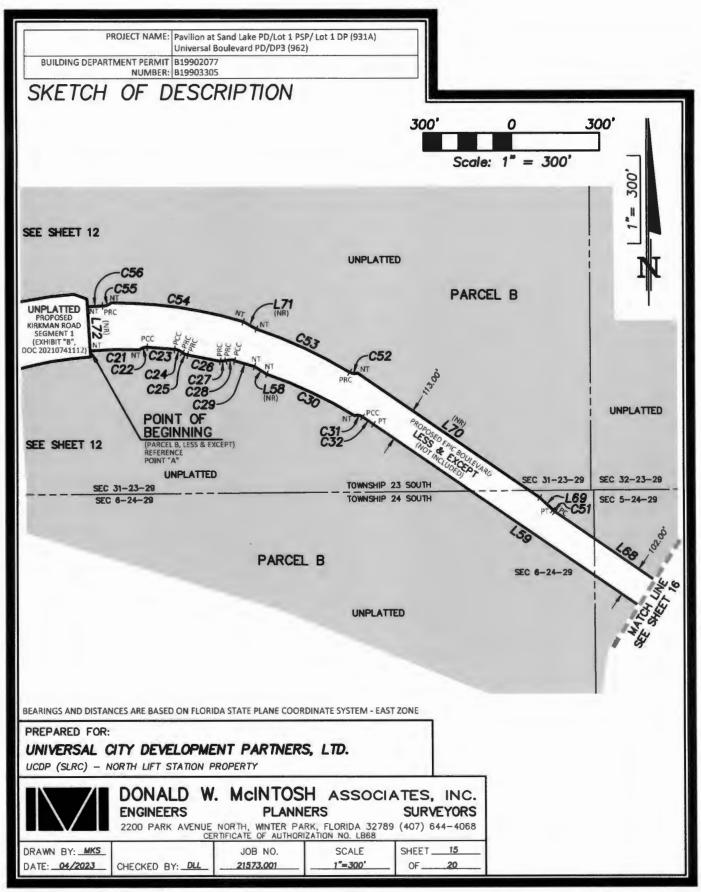


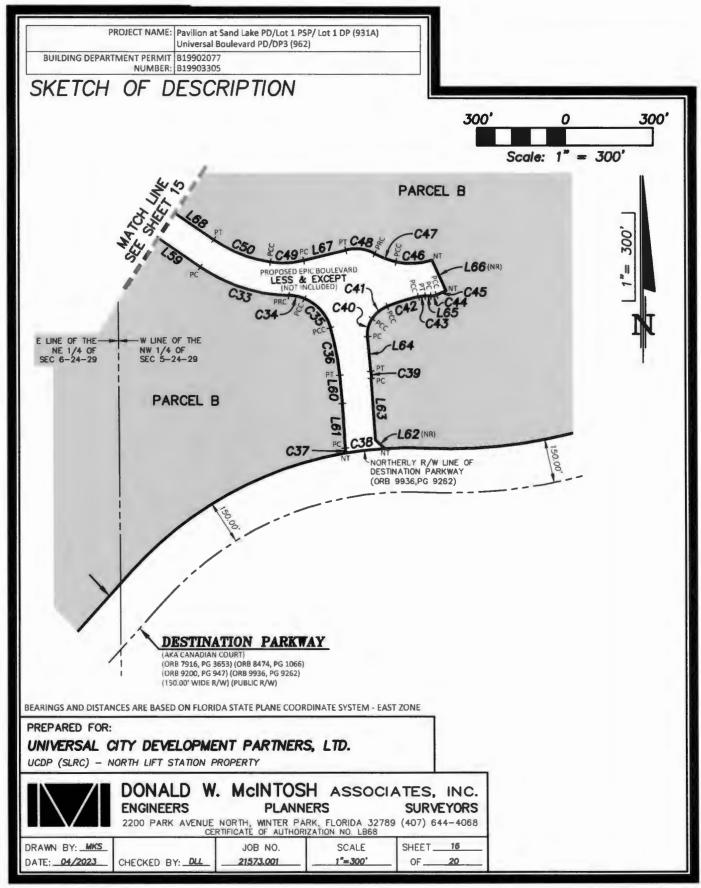












PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A)

Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

	LINE TABLE					
NUMBER	BEARING	DISTANCE				
L1	S00°01'46"E	1828.02'				
L2	S89°44'41"W	2449.00'				
L3	N00°01'31"E	953.91'				
L4	N86°34'48"W	220.58'				
L5	S83°04'03"W	714.34'				
L6	N06°33'11"W	56.46'				
L7	N57°55'38"E	72.42'				
L8	N38°28'44"W	53.07'				
L9	N00°20'10"W	302.631				
L10	S89°58'06"E	784.62				
L11	N00°37'51"W	10.00'				
L12	S89°58'06"E	563.11				
L13	N00°01'31"E	10.00'				
L14	N89°44'41"E	399.99'				
L15	S00°01'31"W	10.00				
L16	N89°44'41"E	2066.24'				
L17	S00°01'46"E	692.83'				
L18	S00°07'44"E	278.25				
L19	S66°03'27"E	699.86				
L20	N89°37'53"E	872.23'				
L21	S45°58'55"E	326.39				
L22	S36°30'45"E	196.021				
L23	S22°48'59"E	434.67'				
L24	S40°28'32"E	543.81'				
L25	S38°20'25"E	734.14				
L26	S25°40'00"E	328.77'				

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L27	S42°04'44"W	446.16'		
L28	N00°07'39"W	476.09'		
L29	N44°19'11"W	134.02'		
L30	N58°06'34"W	1301.79'		
L31	S67°30'00"W	666.25		
L32	N17°12'41"E	170.97'		
L33	N16°44'31"E	98.68'		
L34	N27°08'10"E	159.01'		
L35	N32°30'36"E	262.57'		
L36	N58°06'34"W	59.67'		
L37	\$33°37'47"W	140.06'		
L38	N58°06'34"W	272.741		
L39	N81°57'22"W	559.60'		
L40	S89°44'53"W	48.45'		
L41	N60°24'34"E	45.88'		
L42	N68°46'11"E	181.68'		
L43	N74°01'18"E	210.89		
L44	N03°31'55"W	21.00'		
L45	N03°31'55"W	176.29'		
L46	N70°07'25"W	48.16'		
L47	\$79°22'38"W	402.30'		
L48	N39°50'14"W	186.56'		
L49	N00°20'10"W	42.86'		
L50	N20°25'59"E	36.66'		
L51	N00°20'10"W	107.39'		
L52	N15°28'33"W	87.09'		

LINE TABLE				
NUMBER	BEARING	DISTANCE		
<b>L</b> 53	N89°22'10"E	116.03'		
L54	N00°37'51"W	814.55'		
L55	S89°42'25"E	861.90'		
L56	S00°01'31"W	101.85'		
L57	N89°44'41"E	2449.00'		
L58	S58°59'35"E	49.97'		
L59	S55°37'36"E	1256.28'		
L60	S05°23'29"E	96.37'		
L61	S03°35'43"E	151.90'		
L62	N48°35'43"W	42.61'		
L63	N03°35'43"W	211.13'		
L64	N05°14'44"W	117.98'		
L65	N89°24'23"E	20.04'		
L66	N25°07'13"W	114.77'		
L67	S76°21'57"W	149.04'		
L68	N55°37'36"W	565.13'		
L69	N46°04'44"W	65.48'		
L70	N55°37'36"W	751.20'		
L71	N60°23'01"W	52.31'		
L72	S03°31'55"E	149.72'		
L73	N89°44'41"E	189.01'		
L74	S00°15'19"E	237.70'		
L75	S89°44'41"W	189.01'		
L76	N00°15'19"W	237.70'		

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY



#### 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: MKS JOB NO. SCALE SHEET \_\_\_\_\_17 DATE: 04/2023 CHECKED BY: DLL 21573,001 N/A OF\_ 20 PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A) Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	699.98'	28°27'28"	347.67	344.10'	N80°29'45"W
C2	1400.00'	14°03'22"	343.46	342.59	N13°34'52"W
C3	25.00'	64°28'49"	28.13'	26.67'	N25°41'13"E
C4	524.00'	07°15'31"	66.38'	66.34'	N34°50'58"W
C5	50.00'	38°08'34"	33.29'	32.67'	N19°24'27"W
C6	1349.95'	14°15'01"	335.75	334.89'	S37°22'50"W
C7	1649.94'	62°37'44"	1803.52	1715.06'	S61°34'11"W
C8	1274.96'	50°48'19"	1130.53	1093.85'	S67°28'53"W
C9	2153.00'	04°46'42"	179.55'	179.50'	N02°18'36"E
C10	50.00'	60°29'19"	52.79'	50.37'	N30°09'54"E
C11	1464.67'	08°21'37"	213.72	213.53'	N64°35'22"E
C12	1164.67	05°15'07"	106.76'	106.72'	N71°23'44"E
C13	1343.00°	09°27'11"	221.58'	221.33'	N78°44'54"E
C14	1494.00'	02°28'26"	64.51'	64.50'	N84°42'43"E
C15	1609.00'	05°55'05"	166.19'	166.12'	S82°20'10"W
C16	474.00'	79°29'58"	657.69'	606.19'	N60°52'23"W
C17	2164.00'	05°06'53"	193.18'	193.11'	N23°40'50"W
C18	2693.00'	13°35'57"	639.19	637.69	N33°02'16"W
C19	910.00'	33°21'16"	529.75	522.30'	N23°09'36"W
C20	1031.00'	06°08'48"	110.61'	110.55'	N03°24'34"W
C21	1515.00'	06°24'38"	169.51'	169.42'	N89°09'40"E
C22	34.00'	47°54'38"	28.43'	27.61'	N69°21'56"E
C23	1526.00'	03°32'16"	94.22'	94.21	S84°54'37"E
C24	53.00'	32°04'25"	29.67'	29.281	567°06'17"E
C25	37.00'	30°18'24"	19.57'	19.34'	S66°13'17"E

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY

DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

 PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A) Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT | B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

	CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C26	1513.00'	04°18'01"	113.56'	113.53'	S79°13'28"E
C27	37.00'	30°18'24"	19.57	19.34'	N87°46'20"E
C28	53.00'	32°04'25"	29.67'	29.28'	N88°39'21"E
C29	1526.00'	02°40'49"	71.39'	71.38'	S73°58'02"E
C30	1515.00'	12°33'01"	331.85	331.19'	S64°30'55"E
C31	34.00	47°54'38"	28.43'	27.61'	S81°14'28"E
C32	1526.00'	01°39'33"	44.19	44.19'	\$56°27'22"E
C33	558.36'	33°04'28"	322.32	317.86'	S72°09'50"E
C34	148.00	21°03'38"	54.40'	54.10'	S78°10'15"E
C35	154.00	51°11'16"	137.58'	133.05'	S42°02'49"E
C36	849.80'	11°03'42"	164.07'	163.81'	S10°55'20"E
C37	48.00'	21°18'47"	17.86'	17.75'	507°03'41"W
C38	1274.96'	06°11'12"	137.67'	137.60'	N83°24'13"E
C39	826.00'	01°39'01"	23.79'	23.79'	N04°25'13"W
C40	94.001	39°23'08"	64.62'	63.35'	N14°26'50"E
C41	113.47'	34°25'39"	68.18'	67.16'	N51°21'13"E
C42	685.03'	09°20'51"	111.76'	111.63'	N73°14'28"E
C43	112.36'	11°29'29"	22.53'	22.50'	N83°39'38"E
C44	56.13'	20°13'04"	19.81'	19.71'	N79°17'51"E
C45	370.96'	05°27'52"	35.38'	35.37'	N66°27'23"E
C46	233.70'	30°28'40"	124.32'	122.86'	S87°16'10"W
C47	275.41'	16°08'58"	77.63'	77.37'	N69°25'01"W
C48	137.00'	42°17'31"	101.12'	98.84'	N82°29'17"W
C49	298.00′	22°02'14"	114.62'	113.91'	S87°23'04"W
C50	465.00'	25°58'13''	210.77	208.97'	N68°36'42"W

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY



#### 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: MKS JOB NO. SCALE DATE: <u>04/2023</u> CHECKED BY: DLL 21573.001 OF\_ 20 N/A

PROJECT NAME: Pavilion at Sand Lake PD/Lot 1 PSP/ Lot 1 DP (931A)
Universal Boulevard PD/DP3 (962)

BUILDING DEPARTMENT PERMIT B19902077 NUMBER: B19903305

# SKETCH OF DESCRIPTION

		CUR	VE TABLE		
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C51	10.00'	09°32'52"	1.67'	1.66'	N50°51'10"W
C52	33.00'	50°16'31"	28.961	28.04'	N83°50'34"W
C53	1563.00'	12°52'55"	351.41'	350.67'	N65°08'46"W
C54	1574.00'	16°40'04"	457.89'	456.27'	N81°47'20"W
C55	48.00'	39°01'27"	32.69'	32.06'	S69°15'53"W
C56	1563.00	01°53'45"	51.72'	51.72'	S87°49'44"W

BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - NORTH LIFT STATION PROPERTY



# DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS

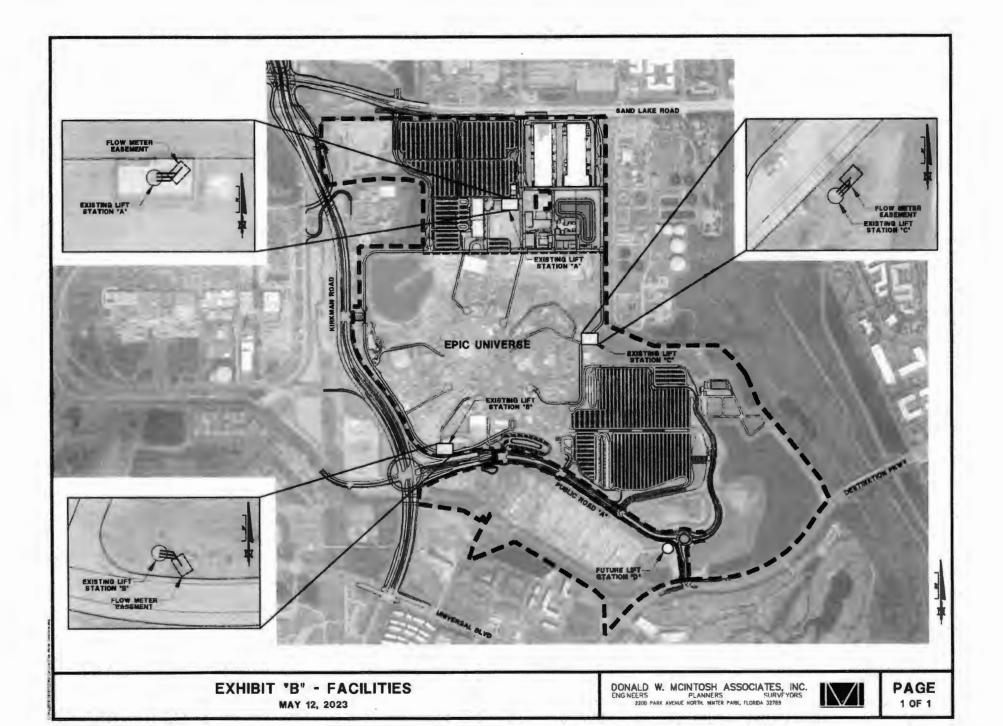
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

 DRAWN BY:
 MKS
 JOB NO.
 SCALE

 DATE:
 04/2023
 CHECKED BY:
 DLL
 21573,001
 N/A

20

OF\_



**BUILDING DEPARTMENT** 

PROJECT NAME: UNIVERSAL BOULEVARD PD/DP3 (P962)

PERMIT NUMBER:

B19903305

# SKETCH OF DESCRIPTION

- SEE SHEET 2 FOR CONTINUED LEGAL DESCRIPTION SEE SHEET 3 FOR LOCATION MAP SEE SHEET 4 FOR BOUNDARY DETAIL
- SEE SHEET 5 FOR LINE AND CURVE TABLES

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 31, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

COMMENCE at the Southwest corner of OEP EAST PARCEL, according to the plat thereof, as recorded in Plat Book 81, Pages 150 and 151, of the Public Records of Orange County, Florida; thence N67°05'22"W along the Northerly Right-of-Way line of Universal Boulevard, USI - SOUTH CAMPUS UNIT ONE, according to the plat thereof, as recorded in Plat Book 46, Pages 13 through 16, of said Public Records, a distance of 575.14 feet to the Easterly line of Segment 1, as described in Exhibit "B" of Document No. 20210741112, of said Public Records; thence departing said Northerly Right-of-Way line, run the following courses along said Easterly line: N22°05'22"W, 28.50 feet; thence N22°54'38"E, 82.36 feet to the point of curvature of a curve concave Westerly having a radius of 2604.00 feet and a chord bearing of N14°05'28"E; thence Northerly along the arc of said curve through a central angle of 17°38'20" for a distance of 801.66 feet to the point of tangency; thence N05°16'18"E, 276.48 feet to the point of curvature of a curve concave Westerly having a radius of 2153.00 feet and a chord bearing of NO2°35'46"E; thence Northerly along the arc of said curve through a central angle of 05°21'03" for a distance of 201.07 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 50.00 feet and a chord bearing of N30°09'54"E; thence Northeasterly along the arc of said curve through a central angle of 60°29'19" for a distance of 52.79 feet to the point of tangency; thence N60°24'34"E, 45.88 feet to the point of curvature of a curve concave Southeasterly having a radius of 1464.67 feet and a chord bearing of N64°35'22"E; thence Northeasterly along the arc of said curve through a central angle of 08°21'37" for a distance of 213.72 feet to the point of tangency; thence N68°46'11"E, 181.68 feet to the point of curvature of a curve concave Southerly having a radius of 1164.67 feet and a chord bearing of N71°23'44"E; thence Easterly along the arc of said curve through a central angle of 05°15'07" for a distance of 106.76 feet to the point of tangency; thence N74°01'18"E, 210.89 feet to the point of curvature of a curve concave Southerly having a radius of 1343.00 feet and a chord bearing of N78°44'54"E; thence Easterly along the arc of said curve through a central angle of 09°27'11" for a distance of 221.58 feet to the point of compound curvature of a curve concave Southerly having a radius of 1494.00 feet and a chord bearing of N84°42'43"E; thence Easterly along the arc of said curve through a central angle of 02°28'26" for a distance of 64.51 feet to a non-tangent line; thence N03°31'55"W, 197.29 feet; thence N70°07'25"W, 48.16 feet to a non-tangent curve concave Southerly having a radius of

SEE SHEET 2 FOR CONTINUATION

# **NOTES**

- This sketch is not a survey.
- Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System, NAD 83 (2011) epoch 2010.00, East Zone; the Northerly Right-of-way line of Universal Boulevard, USI - SOUTH CAMPUS UNIT ONE, according to the plat thereof, as recorded in Plat Book 46, Pages 13 through 16, of the Public Records of Orange County, Florida, being N67°05'22"W (measured), S67°17'56"E (per plat).
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

### <u>LEGEND</u>

LINE NUMBER CURVE NUMBER SEC 31-23-29

SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST

SOUTH, RANGE 29 EAST
PROPERTY LINE
OFFICIAL RECORDS DOCUMENT NUMBER
FORMERLY KNOWN AS
FINANCIAL PROJECT IDENTIFICATION
FLORIDA DEPARTMENT OF TRANSPORTATION
NUMBER
NOTE: PROJECT OF TRANSPORTATION
NUMBER FP ID FDOT

NOT APPLICABLE N/A (NR)

NON-TANGENT ORANGE COUNTY UTILITIES OFFICIAL RECORDS BOOK PLAT NT OCU ORB

(P) PB PLAT BOOK PAGE(S) PG(S)

POINT OF CURVATURE
POINT OF COMPOUND CURVATURE
POINT OF REVERSE CURVATURE
POINT OF TANGENCY PCC

PRC PT R/W (R) RIGHT-OF-WAY

RADIAL STATE ROAD SR

PREPARED FOR:

# UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - OCU 10'x15' FLOWMETER EASEMENT (SOUTH)

REVISED PER OCU COMMENTS 04/18/23 RC DESCRIPTION DATE BY REVISIONS



#### 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: MKS JOB NO. SCALE. SHEFT DATE: 03/2023 CHECKED BY: RLC 21573.001 N/A OF 5

DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68 Rocky L Carson Digitally signed by Rocky L Carson Date: 2023.04.18 11:31:59 -04'00'

Rocky L. Carson April 18, 2023 Florida Registered Prafessional Surveyor and Mapper Certificate No. 4285 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (5.1-17.062(3) F.A.C.), OF A FLORIDA PROFESSIONAL LICENSED SURVEYOR AND MAPPER

# Exhibit "C" - Utility Easement Area

PROJECT NAME: UNIVERSAL BOULEVARD PD/DP3 (P962)
BUILDING DEPARTMENT
PERMIT NUMBER: B19903305

# SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES, AND LEGEND
- SEE SHEET 3 FOR LOCATION MAP - SEE SHEET 4 FOR BOUNDARY DETAIL
- SEE SHEET 5 FOR LINE AND CURVE TABLES

### DESCRIPTION: (continued)

1609.00 feet and a chord bearing of S82°20'10"W; thence Westerly along the arc of said curve through a central angle of 05°55'05" for a distance of 166.19 feet to the point of tangency; thence S79°22'38"W, 402.30 feet to the point of curvature of a curve concave Northeasterly having a radius of 474.00 feet and a chord bearing of S82°16'51"W; thence Westerly along the arc of said curve through a central angle of 05°48'27" for a distance of 48.04 feet to a radial line; thence departing said Easterly line, run N04°48'55"W; 65.38 feet to the POINT OF BEGINNING; thence N32°21'42"W, 15.00 feet; thence N57°38'18"E, 10.00 feet; thence S32°21'42"E, 15.00 feet; thence S57°38'18"W, 10.00 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 0.003 acres (150 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

THIS SKETCH IS NOT A SURVEY BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - OCU 10'x15' FLOWMETER EASEMENT (SOUTH)

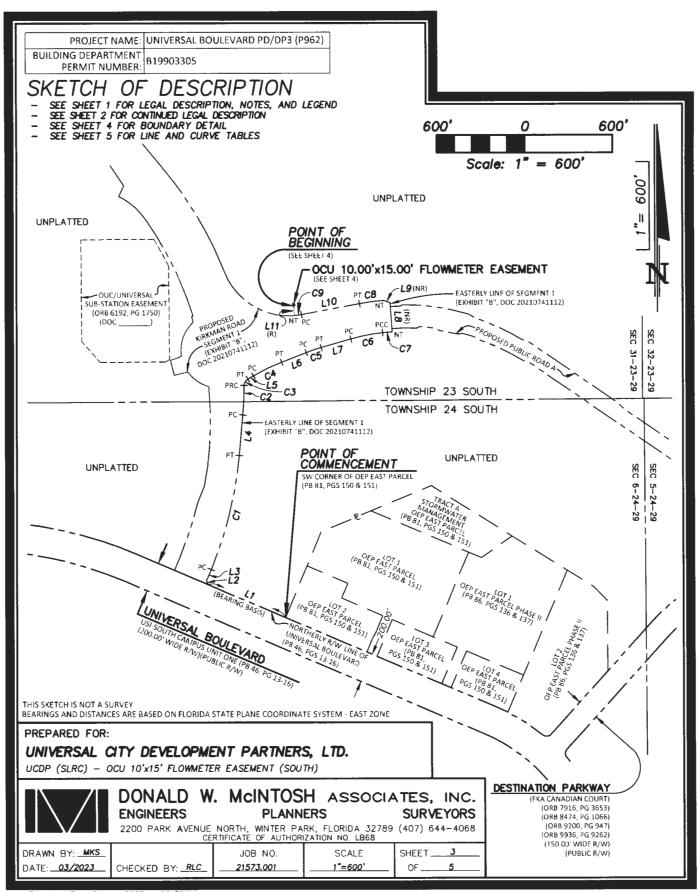
DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS

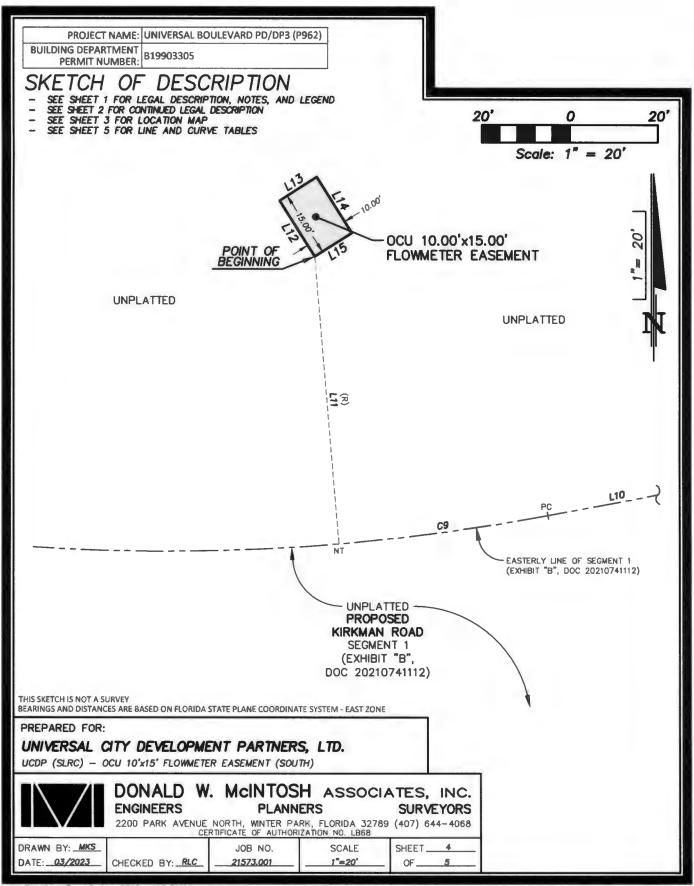
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

CERTIFICATE OF AUTHORIZATION NO. LB68

 DRAWN BY:
 MKS
 JOB NO.
 SCALE
 SHEET
 2

 DATE:
 03/2023
 CHECKED BY:
 RLC
 21573.001
 N/A
 OF
 5





PROJECT NAME: UNIVERSAL BOULEVARD PD/DP3 (P962) **BUILDING DEPARTMENT** B19903305 PERMIT NUMBER:

# SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES, AND LEGEND SEE SHEET 2 FOR CONTINUED LEGAL DESCRIPTION SEE SHEET 3 FOR LOCATION MAP SEE SHEET 4 FOR BOUNDARY DETAIL

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L1	N67°05'22"W	575.14'		
L2	N22°05'22"W	28.50'		
L3	N22°54'38"E	82.361		
L4	N05°16'18"E	276.48'		
L5	N60°24'34"E	45.88'		
L6	N68°46'11"E	181.68'		
L7	N74°01'18"E	210.89'		
L8	N03°31'55"W	197.29'		
L9	N70°07'25"W	48.16'		
L10	S79°22'38"W	402.30'		
L11	N04°48'55"W	65.38'		
L12	N32°21'42"W	15.00'		
L13	N57°38'18"E	10.00'		
L14	S32°21'42"E	15.00'		
L15	S57°38'18"W	10.00'		

	CURVE TABLE						
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING			
C1	2604.00'	17°38'20"	801.66	N14°05'28"E			
C2	2153.00'	05°21'03"	201.07'	N02°35'46"E			
С3	50.00'	60°29'19"	52.79'	N30°09'54''E			
C4	1464.67	08°21'37"	213.72'	N64°35'22"E			
C5	1164.67'	05°15'07"	106.76'	N71°23'44"E			
C6	1343.00'	09°27'11"	221.58'	N78°44'54''E			
C7	1494.00'	02°28'26"	64.51'	N84°42'43"E			
C8	1609.00'	05°55'05"	166.19'	S82°20'10"W			
C9	474.00'	05°48'27"	48.04'	S82°16'51"W			

THIS SKETCH IS NOT A SURVEY BEARINGS AND DISTANCES ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM  $\cdot$  EAST ZONE

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - OCU 10'x15' FLOWMETER EASEMENT (SOUTH)



#### 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: MKS JOB NO. SCALE SHEET \_\_\_ DATE: \_03/2023 CHECKED BY: RLC 21573.001 N/A OF\_ 5

PROJECT NAME: UNIVERSAL BOULEVARD PD/DP3 (P962) **BUILDING DEPARTMENT** B19903305 PERMIT NUMBER:

# SKETCH OF DESCRIPTION

SEE SHEET 2 FOR POC TO POB SEE SHEET 3 FOR BOUNDARY DETAIL

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 31, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

COMMENCE at the Southeast corner of UNIVERSAL SOUTH CAMPUS - PLAT 1, according to the plat thereof, as recorded in Plat Book 110, Pages 45 through 51, of the Public Records of Orange County, Florida; thence S00°01'46"E along the West line of the Orange County South Water Reclamation Facility, as described in Official Records Book 3907, Page 1921, of said Public Records, 692.83 feet; thence S00°07'44"E along said West line, 278.25 feet to the Southwest corner of said Orange County South Water Reclamation Facility; thence departing said West line, run S49°15'39"W, 278.05 feet to the POINT OF BEGINNING; thence S44°09'21"W, 15.00 feet; thence N45°50'39"W, 10.00 feet; thence N44°09'21"E, 15.00 feet; thence S45°50'39"E, 10.00 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 0.003 acres (150 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

### NOTES

- This sketch is not a survey.
- Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, NAD 83 (2011) epoch 2010.00, East Zone, deriving a bearing of S00°01'46"E along the West line of the Orange County South Water Reclamation Facility, as described in Official Records Book 3907, Page 1921, of the Public Records of Orange County, Florida.
- Except as shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

### LEGEND

- PG(S) PC LINE NUMBER C1 CURVE NUMBER CENTERLINE
- ¢ SECTION 31, TOWNSHIP 23 SEC 31-23-29 SOUTH, RANGE 29 EAST DOC# DOCUMENT NUMBER
  - FLORIDA DEPARTMENT OF TRANSPORTATION FDOT FINANCIAL PROJECT IDENTIFICATION NUMBER FP ID
  - FLORIDA POWER FPC CORPORATION NO NUMBER OFFICIAL RECORDS BOOK
  - P PROPERTY LINE
  - PB PLAT BOOK

- PAGE(S)
- POINT OF CURVATURE
  POINT OF COMPOUND CURVATURE
  POINT OF BEGINNING
  POINT OF COMMENCEMENT
  POINT OF REVERSE CURVATURE
  POINT OF TANGENCY
- NON-TANGENT NON-RADIAL
- RADIAL (P PLAT PB PLAT BOOK
- PGS R/W R/W SR N/A PAGES RIGHT-OF-WAY RIGHT-OF-WAY STATE ROAD NOT APPLICABLE
- OCU ORANGE COUNTY UTILITIES

PREPARED FOR:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

UCDP (SLRC) - OCU 10'x15' FLOWMETER EASEMENT (NORTH)

	L	
4/12/23	MKS	REVISED PER OCU COMMENTS
DATE	BY	DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC. **ENGINEERS PLANNERS SURVEYORS** 

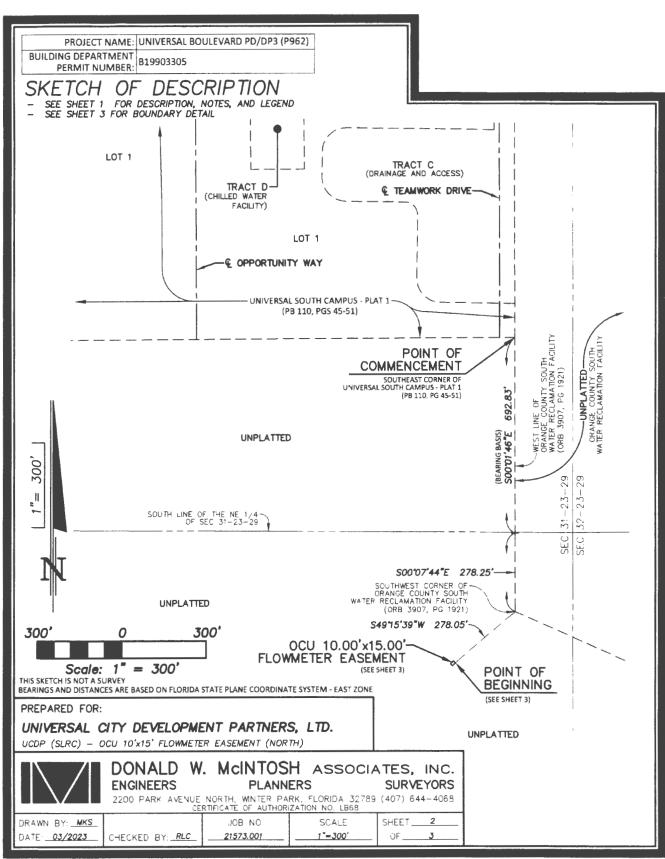
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

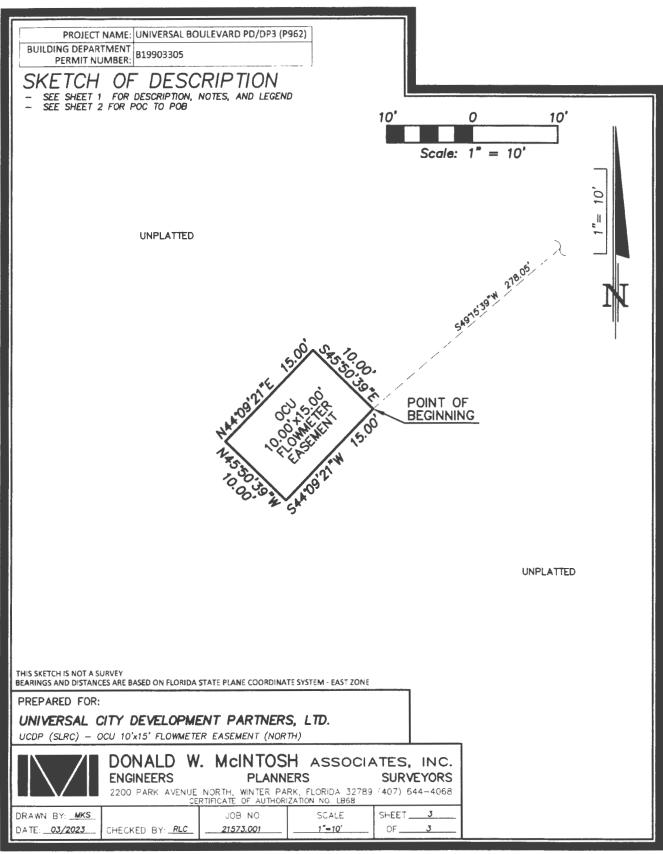
DRAWN BY: MKS JOB NO SCALE SHEET DATE: 03/2023 CHECKED BY: RLC 21573.001 N/A

DONALD W McINTOSH ASSOCIATES INC CERTIFICATE OF AUTHORIZATION NO. LB68 Digitally signed by Rocky L

Rocky L Carson Carson Date: 2023.04.18 11:31:02 -04'00' April 17. 2023 Rocky L. Carson

Flarida Registered Professional Surveyor and Mapper Certificate No. 4285 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (51-17.062(3) F.A.C.), OF A FLORIDA PROFESSIONAL LICENSED SURVEYOR AND MAPPER.





## Exhibit "C" - Utility Easement Area

PROJECT NAME: PAVILION AT SAND LAKE PD/LOT 1 PSP/LOT 1 DP (931A) **BUILDING DEPARTMENT** 

PERMIT NUMBER:

B19902077

# SKETCH OF DESCRIPTION

SEE SHEET 2 FOR POC TO POB SEE SHEET 3 FOR BOUNDARY DETAIL

DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Lot 1, UNIVERSAL SOUTH CAMPUS - PLAT 1, according to the plat thereof, as recorded in Plat Book 110, Pages 45 through 51, of the Public Records of Orange County, Florida, lying in Section 31, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

COMMENCE at the Southeast corner of said UNIVERSAL SOUTH CAMPUS - PLAT 1; thence S89°44'41"W along the South line of said plat, 1302.06 feet; thence departing said South line, run N00°15'19"W, 660.37 feet to the POINT OF BEGINNING; thence N45°47'40"W, 10.00 feet; thence N44°12'20"E, 15.00 feet; thence S45°47'40"E, 10.00 feet; thence S44°12'20"W, 15.00 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83 (2011) epoch 2010.00; the reciprocal grid factor is 1.000034632.

Containing 0.003 acres (150 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

## NOTES

- This sketch is not a survey.
- Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, NAD 83 (2011) epoch 2010.00, East Zone, deriving a bearing of S89°44'41"W along the South line of UNIVERSAL SOUTH CAMPUS - PLAT 1, as recorded in Plat Book 110, pages 45 through 51, of the Public Records of Orange County, Florida.
- Except as shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

# **LEGEND**

- L1 LINE NUMBER C1 CURVE NUMBER CENTERLINE Œ SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST SEC 31-23-29 DOCUMENT NUMBER DOC#
  - FLORIDA DEPARTMENT OF FDOT TRANSPORTATION FINANCIAL PROJECT IDENTIFICATION NUMBER FLORIDA POWER CORPORATION
  - NUMBER OFFICIAL RECORDS BOOK P PROPERTY LINE
  - PB PLAT BOOK

- PG(S) PC PCC
- PAGE(S)
  POINT OF CURVATURE
  POINT OF COMPOUND CURVATURE
  POINT OF BEGINNING
  POINT OF COMMENCEMENT
  POINT OF REVERSE CURVATURE
  POINT OF TANCENCY
- PRC
- NT NON-TANGENT
- NON-RADIAL (NR) (R) RADIAL PLATPŔ PLAT BOOK
- PAGES PGS RIGHT-OF-WAY STATE ROAD NOT APPLICABLE
- ORANGE COUNTY UTILITIES

#### PREPARED FOR:

### UNIVERSAL CITY DEVELOPMENT PARTNERS. LTD.

UCDP (SLRC) - OCU 10'x15' FLOWMETER EASEMENT (NORTH)

4/18/23	DLL	REVISED LEGAL DESCRIPTION
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. LB68

DRAWN BY: MKS SHEET\_ JOB NO SCALE DATE: 03/2023 21573.001 CHECKED BY: RLC N/A OF

DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68 Digitally signed by Rocky L Rocky L Carson Carson

Date: 2023.04.18 11:24:42 04'00' April 18, 2023 Registered Professional Surveyor and Mapp Florida Registered Pr Certificate No. 4285 CONTINUED WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (51-17.062(3) F.A.C.), OF A FLORIDA PROFESSIONAL LICENSED SURVEYOR AND MAPPER.

