THIS INSTRUMENT PREPARED BY:

Anmber Ayub, 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

AND

Eric A. Castleson Greenberg Traurig, P.A. 450 S. Orange Avenue, Suite 650 Orlando, Florida 32801

Property Appraiser's Parcel Identification Number: a portion of 03-24-31-1685-06-004 and 04-24-31-0000-00-001

Project: Storey Park (Innovation Place) Master Pump Station #F3219

Instrument 701A/B.1 and 703.1

THIS IS A DONATION

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (the "Agreement") is entered into as of the Effective Date (defined below) by and between Moss Park Properties, LLLP, a Florida limited liability limited partnership, formerly known as Moss Park Properties, LTD, a Florida limited partnership, (the "Owner"), with a mailing address of 311 West Oak Street, Kissimmee, Florida 34741, and Orange County, a charter county and political subdivision of the State of Florida, ("County"), with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393 for the purposes set forth herein. County and Owner may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- **A.** Owner owns certain real property located in Orange County, Florida, identified as Parcel ID: 03-24-31-1685-06-004 and 04-24-31-0000-00-001 more specifically described in the attached **Exhibit A** (collectively the "**Moss Park Property**").
- **B.** County owns property identified as Parcel ID: 03-24-31-0000-00-004 on Dowden Road more specifically described in the attached **Exhibit B** (the "**County Property**").
- **C.** County has initiated a utility improvement project for the construction of a Master Pump Station #F3219 located on the County Property (the "**Project**").

Instrument 701A/B.1 and 703.1

D. Owner desires to grant the temporary construction easement to County for the performance of the Work within a portion of the Moss Park Property, more specifically described in the attached **Exhibit C** (the "**Easement Area**").

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

- 1. Grant. Owner hereby grants to County, and its employees, contractors, subcontractors, consultants, and agents (collectively, the "Entrants") a non-exclusive temporary construction easement ("Temporary Easement") over, upon, and across the Easement Area for the limited purposes stated below, all subject to the terms, conditions and limitations set forth in this Agreement. The Temporary Easement is granted upon the condition that the sloping and/or grading upon the Easement Area shall not extend beyond the boundaries of the Easement Area, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural or other improvements will not be damaged. The Temporary Easement shall be temporary in nature and shall take effect upon the Effective Date and shall terminate in accordance with Section 5 below.
- 2. Purpose of Easement. The Temporary Easement is for construction purposes only, including the right to enter upon the Easement Area for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, all to limited extent necessary for solely the Work, during County's construction and completion of the Project on County Property, as County deems necessary or prudent all at County's sole cost and expense. The purpose of the Temporary Easement shall also include the right for the Entrants to enter the Easement Area with equipment and machinery as may be necessary to complete the Project, subject to the terms hereof. All of the activities described herein conducted by the Entrants to construct and complete the Project shall be collectively referred to as the "Work," and shall be at County's sole cost and expense. The Work shall be limited to the plans and specifications set forth on the plans entitled "Orange County Utilities Storey Park Master Pump Station" prepared by Wright-Pierce with an OCU File No. 67865, and approved by the requisite governmental authorities, as may be amended and so approved.
- **3.** Access to Easement Area. Access to the Easement Area is granted only to the Entrants and will be from the County Property and the adjacent roadway known as Dowden Road, and be limited to pedestrian and vehicular access. No overnight parking shall be permitted on the Moss Park Property.

4. Restoration of Easement Area.

a. <u>Standard of Restoration Work</u>. During the Term and prior to Completion (defined below) of the Work by County, County or its designee shall, at County's sole cost and

Instrument 701A/B.1 and 703.1

expense, maintain, repair, and restore the Easement Area, and upon Completion, County shall restore the Easement Area, and the Moss Park Property to the extent disturbed by Entrants, to the condition existing prior to the Work, including but not limited to, the repair or replacement of any paving, curbing, sidewalks or landscaping, and the removal of any equipment, tools, or other personal property of the Entrants and any temporary improvements placed by the Entrants within the Easement Area, and the Entrants shall leave the Easement Area in a clean and neat condition, including without limitation, grading the disturbed areas of the Easement Area so as to be uniform in appearance and harmonize with the adjacent areas within thirty (30) days of Completion (collectively the "Restoration Work"). County's obligation to restore landscaping shall be limited to that which is provided for in the Orange County landscaping standards for Orange County's right-of-way and shall not include an obligation to restore any landscaping beyond such Orange County landscaping standards. For the purposes of this Agreement, the term "Completion" shall be evidenced by the issuance of a certificate of completion for the Project or its equivalent issued by the governmental authority with jurisdiction over the Work. The County's obligation to complete the Restoration Work shall survive Termination (defined below).

- b. <u>Time for Completion</u>. If County is unable to complete such Restoration Work within said <u>thirty (30) days</u>, then County shall provide written notice to Owner and thereafter diligently prosecute the same to completion within a reasonable time thereafter (not to exceed <u>ninety (90) days</u> in the aggregate). If County is working in good faith to complete the Restoration Work, but the Restoration Work cannot be completed within <u>ninety (90) days</u>, County can request additional time from Owner to complete the Restoration Work and such written notice shall include the reasonable time for completion (not to exceed an additional ninety (90) days in the aggregate) for Owner's approval, which shall not be unreasonably withheld.
- c. <u>Default</u>. If Owner provides County written notice of default by County under this provision, and County fails to respond and cure such default within fifteen (15) days of the date of the notice, Owner may undertake such maintenance, repair and restoration and invoice County for all the reasonable costs thereof. County shall pay such invoice within forty-five (45) days after County's receipt thereof. In the event County fails to timely pay such invoice, the outstanding sum shall bear interest at the lesser of 12% per annum or the highest rate permitted by applicable law (the "Default Rate"), from the date due until paid by County.
- 5. <u>Term of Easement</u>. The term of this Agreement and the Temporary Easement granted hereby shall begin on the Effective Date and expire upon the Completion of the Work or the date which is <u>five (5) years</u>, after the Effective Date, whichever occurs first (the "Term"). Upon the expiration of the Term, this Agreement, and the Temporary Easement granted hereunder, shall automatically terminate, without the need for any further documentation ("Termination").
- **6. Insurance**. County shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, liabilities, costs, damages, or claims which are their responsibility under this Agreement. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, County

Instrument 701A/B.1 and 703.1

agrees to be self-insured for Commercial General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by Owner, County shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits evidencing the coverage required hereunder. In addition to the foregoing, County shall require all contractors, consultants and other third parties entering and/or performing work on the Moss Park Property on its behalf to maintain insurance as required by the County's internal policies and at the levels outlined below:

Class of Insurance	Required Amount				
Commercial General Liability	\$1,000,000 per occurrence and				
(Owner to be named as additional insured)	\$2,000,000 aggregate				
Commercial Automotive Liability	\$ 500,000 - "Any Auto Basis"				
Worker's Compensation/Employer's Liability	\$ 500,000				
Bodily Injury by Accident (each accident)	\$ 500,000				
Bodily Injury by Disease (Policy limit)	\$ 500,000				
Bodily Injury by Disease (each employee)	\$ 500,000				
Professional Liability	\$1,000,000				

Upon reasonable request by Owner, County shall provide a Certificate of Insurance evidencing such third party's required insurance hereunder.

- 7. <u>Indemnification</u>. County, to the extent permitted by law, will defend, indemnify, and hold harmless Owner, its affiliates, successors and assigns, and their respective employees, officers, directors, members, managers, and agents from and against any and all claims, suits, judgments, demands, liability, losses, actions, damages, disputes, costs, and expenses, of any nature whatsoever, directly or indirectly, arising from or out of, relating to, or caused in whole or in part by County's negligent use of the Easement Area or exercise of other rights under this Agreement; excepting those acts or omissions arising out of the sole negligence of Owner. Nothing contained herein shall constitute a waiver of County's sovereign immunity or increase the limitations specified in Section 768.28, Florida Statutes. The provisions of this Section 7 shall survive the Termination or expiration of the Agreement.
- 8. <u>Conformance with Applicable Laws</u>. All work performed by the Entrants within the Easement Area shall: (a) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities, (b) be performed in a safe and workmanlike manner, and (c) be paid for in a timely manner and lien-free. County, at County's sole cost and expense, shall obtain all governmental permits and approvals required for the performance and construction of the Work and Restoration Work. County shall promptly repair any damage to any improvements or other property of Owner located on or about the Easement Area or the Moss Park Property, as applicable, caused by the Entrants.

Instrument 701A/B.1 and 703.1

9. Notice. For purposes of this Agreement, the Parties agree that the following are the designated personnel to receive notice for purposes of any issues related to this Agreement, the Work or Easement Area or amendment to this Agreement. All notices or deliveries required under this Agreement shall be in writing and hand-delivered or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, **one (1) business day** after timely deposit with the courier service, charges prepaid. Either Party may change the address to which future notices shall be sent by notice given in accordance with this Section 9.

10.

As to Owner:	with a copy to:
Vladimir Louissant	Eric A. Castleson, Esq
SC Advisors	Greenberg Traurig, P.A.
1150 Louisiana Avenue, Unit 3	450 S. Orange Avenue, Suite 650
Winter Park, Florida 32789	Orlando, Florida 32801
As to County:	with a copy to:
Orange County Utilities Department	Orange County Administrator's Office
9150 Curry Ford Road	Orange County Administration Building
Orlando, Florida 32825	201 S. Rosalind Ave., 3 rd Floor
Attn: Director	Orlando, Florida 32801
	Attn: County Administrator

11. Miscellaneous.

- **a.** <u>Recitals; Exhibits</u>. The foregoing recitals and referenced Exhibits are true and correct and are incorporated herein by reference.
- **b.** <u>Covenants Running with the Land</u>. 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 with the Easement Area for the Term of this Agreement.
- c. <u>Beneficiaries of Easement Rights</u>. The Temporary Easement set forth in this Agreement shall be for the benefit and use of the Entrants to the limited extent necessary to carry out the Work.
- **d.** Assignment. This Agreement, or any interest herein, shall not be assigned, conveyed or transferred by County without the prior written approval of Owner, at its sole discretion.

Instrument 701A/B.1 and 703.1

e. <u>Effective Date</u>. The effective date of this Agreement (the "**Effective Date**") shall be the later of: (i) the date this Agreement is executed by Owner; <u>or</u> (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners.

- f. <u>Venue and Jurisdiction; Waiver of Jury Trial</u>. 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.
- g. Attorney's Fees. 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.
- h. <u>Sovereign Immunity</u>. 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 County to assume any liability of any kind for the acts, omissions, and/or negligence of Owner, their successors, assigns, heirs, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Moss Park Property.
- i. <u>Delegation of Authority</u>. The Director of Orange County Utilities Department is hereby delegated, on behalf of County, the authority to furnish notices as contemplated herein, agree to and execute extensions to the Term of this Agreement or amendments, or terminate County's interest in this Agreement.
- **j.** <u>Headers</u>. All headers, section 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.
- **k.** <u>Gender and Number</u>. 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.

Instrument 701A/B.1 and 703.1

:

- 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.
- m. <u>Drafting; Negotiation</u>. 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.
- **n. 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.
- **o.** <u>No Third-Party Beneficiaries</u>. Except as otherwise set forth herein, no individual, entity, or person other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.
- **p.** <u>Amendment</u>. This Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed, and acknowledged by all owners of both parcels and thereafter duly recorded in the Public Records of Orange County, Florida. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by the authorized representatives of all Parties to this Agreement.
- **q.** Recording of Termination. Upon or after Termination, and at the request of either Party, the Parties (and/or their respective successors or assigns) will execute a termination of this Agreement, in recordable form, which shall thereafter be recorded by the requesting Party (the cost thereof to be paid by the requesting Party) in the Public Records of Orange County, Florida.
- r. <u>No Public Rights</u>. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area.
- s. <u>Use of Easement Area</u>. It is acknowledged and agreed that the Temporary Easement granted under this Agreement is not an exclusive easement and that Owner, its successors and assigns, shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein.
- t. <u>Waiver</u>. No failure of any Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of that Party's right to demand strict and

Instrument 701A/B.1 and 703.1

exact compliance with the terms hereof. Nothing herein is intended to be, nor shall be deemed, an implied waiver of any legal right a Party may have, and a waiver of legal rights, if any, may only be effective pursuant to an express written provision of this Agreement. Further, any such express waiver shall be limited by, and strictly construed in accordance with, the terms of the provision(s) containing the waiver.

- **u.** <u>Counterparts</u>. This Agreement and any amendments may be executed in up to <u>two (2)</u> counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.
- v. <u>Recording of Agreement</u>. An executed original of this Agreement shall be recorded by County, at County's sole expense (recording fees and applicable taxes), in the Public Records of Orange County, Florida.
- w. <u>Entire Agreement</u>. 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. The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements not specifically set forth herein

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES AND EXHIBITS TO FOLLOW

Storey Park (Innovation Place) Master Pump Station #F3219 701A/B.1 and 703.1

Project: Instrument

IN WITNESS WHEREOF, the Parties have caused these presents to be signed in each of their names as of the Effective Date of this Agreement.

8	
Signatures of <u>TWO</u> witnesses and their mailing	OWNER
addresses are required by Florida law, F.S.	
695.26	Moss Park Properties, LLLP, a Florida limited liability limited partnership
WITNESS #1	formerly known as Moss Park Properties, LTD., a
Man Lycul	Florida limited partnership
Signature	C. ele Callen
D	By: Surel Hlatella
LOX AN WE WICLUS DI	Signature
Filmt Name	SUNIC M. KAKKAR
Mailing	Print Name
Address: 3702 Mystic Ylace	
City State	D
City State : ST: COULD : FU	Coensal Tarknes
	Title
Zip Code: 34772	
WITNESS #2	
A	
Signature	
in Susan Abraham	
A	
O Print Name	
Mailing 160 Laurel Way	
Mailing Address: 160 Laurel Way	
City Kissimmee State PL	
Zip Code: 34743	
STATE OF FLORIDA COUNTY OF DSCEOLA	
COUNTY OF OSCEOLA	
The foregoing instrument was acknowledged before	me by means of [physical presence or [] online
notarization this 31 day of 2025	5, by Sunil M. Kakkar, as General Partner, of Moss Park
THE CO. I. C. L.	tnership, formerly known as Moss Park Properties, LTD, a . The individual is personally known to me or [] has
produced as identification.	. The individual [32] is personally known to lie of [1] has
WINDY PLAN	
(Notary Staring) Expires	ar vas lengual
	ry Signature
	ATZICIA DERSAUS
20) A Print	Notary Name
My Commission HH 418234 Nota	ry Public of: 7 31 27
My (Commission Expires:

Project: Instrument Storey Park (Innovation Place) Master Pump Station #F3219 701A/B.1 and $703.1\,$

	COUNTY	
	ORANGE COUNTY, FLORIDA By: Board of County Commissioners	
	Jerry L. Demings Orange County Mayor	
	Date:	
	-	
Phil Diamond, CPA, C As Clerk of the Board	County Comptroller of County Commissioners	
Deputy Clerk		
Printed Name		

ATTEST:

Printed Name

BY:

Project:

Storey Park (Innovation Place) Master Pump Station #F3219

Instrument

701A/B.1 and 703.1

EXHIBIT A
Legal Description of Moss Park Property

Parcel ID: 03-24-31-1685-06-004 legally described as:

TRACT FD-4, FUTURE DEVELOPMENT, DOWDEN ROAD – PHASES 3 AND 4, according to the plat thereof, as recorded in Plat Book 99, Pages 49 through 52, recorded in the public records of Orange County Florida.

Parcel ID: 04-24-31-0000-00-001 legally described as:

A portion Parcel A as described in Warranty deed from The Leedy Corporation, a Florida corporation, Cox and Gale Properties, Inc. a Florida corporation formerly known as Cox and Gale Associates, Inc., a Florida corporation, Lake W. Coleman, John C. Putnam, Dennis N. Folken, J. Thomas Gurney, Jr. and W.T. Cox, Jr. to Moss Park Properties, LTD., a Florida limited partnership, now known as Moss Park Properties, LLLP, a Florida limited liability limited partnership, recorded November 22, 1985, in Official Records Book 3717, Page 250, public records of Orange County Florida.

That part of the NW 1/4 and the W 1/2 of the SW 1/4 of the NE 1/4 of Section 3, Township 24, Range 31 East, lying South of a line extending from the Northwest Corner of Section 3 to the Northeast corner of the SE 1/4 of said Section 3 to the NE corner of the SE 1/4 of said Section 3.

Project:

Storey Park (Innovation Place) Master Pump Station #F3219

Instrument

701A/B.1 and 703.1

EXHIBIT B Legal Description of County Property

Deed Reference: Document No. 20130106032

Parcel ID: 03-24-31-0000-00-004 legally described as:

Description:

A portion of the Northwest 1 /4 of Section 3, Township 24 South, Range 31 East, Orange County, Fiorida being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1 /4 of said Section 3; thence run S 00°47'07" E along the West line of the Northwest 1 /4 of said Section 3, a distance of 548.54 feet; thence run N 89°12'53" E a distance of 184.05 feet to a point on the proposed easterly right-of-way line of Innovation Way North and the Point of Beginning; thence run N 67°47'24" E a distance of 120.00 feet; thence run S 40°09'20" E a distance of 2.27 feet; thence run S 30°19'07" E a distance of 138.83 feet; thence run S 08°06'30" E a distance of 83.24 feet; thence run S67°47'24" W a distance of 120.00 feet to a point on the aforesaid proposed easterly right-of-way line of Innovation Way North; thence run N 22°12'36" W along said proposed easterly right of way line, a distance of 220.34 feet to the Point of Beginning.

Storey Park (Innovation Place) Master Pump Station #F3219 701A/B.1 and $703.1\,$ **Project:**

Instrument

EXHIBIT C
Easement Area

(see attached three (3) legal and sketch of descriptions totaling six (6) pages)

Instrument 701A/B.1 and 703.1

SCHEDULE "A"
LEGAL DESCRIPTION

30' TEMPORARY CONSTRUCTION EASEMENT PROJECT: STOREY PARK (INNOVATION PLACE) MASTER PUMP STATION PARCEL 701A

LEGAL DESCRIPTION:

A portion of Section 3, Township 24 South, Range 31 East, and more particularly described in Official Records Book 10526, Page 6529, Public Records of Orange County, Florida and more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 3, Township 24 South, Range 31 East, Orange County, Florida; thence South 00°47'01" East along the West line of the Northwest 1/4 of said Section 3, a distance of 548.69 feet; thence departing said line, North 89°12'59" East, a distance of 184.15 feet to the Easterly Right of Way line of Innovation Way North as described in Official Records Book 10526, Page 6529, said point also being the Northwesterly corner of Parcel 101, and the POINT OF BEGINNING; thence South 67°47'24" West, a distance of 13.50 feet; thence North 22°12'35" West, a distance of 30.00 feet; thence North 67°47'24" East a distance of 123.78 feet; thence South 40°09'20" East, a distance of 31.53 feet; thence South 67°47'24" West, a distance of 120.00 feet to a point on the aforesaid Easterly Right of Way line of Innovation Way North and the POINT OF BEGINNING.

Said Parcel containing 3,859 square feet, more or less.

SURVEYOR'S NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF A TEMPORARY CONSTRUCTION \cdot EASEMENT.
- 3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
- 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3)
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00°47'01" EAST.

SYMBOLS AND ABBREVIATION LEGEND:

N	_	NORTH	(D)	=	DEED
Ε	=	EAST	(C)	=	CALCULATED
S	=	SOUTH	L1	=	LINE NUMBER
W	=	WEST	R/W	=	RIGHT OF WAY
CCR	=	CERTIFIED CORNER	PB	=	PLAT BOOK
		RECORD	PG(S)	=	PAGE (PAGES)
A/K/	/A=	ALSO KNOWN AS	ORB	=	OFFICIAL RECORDS BOOK
DOC #=		DOCUMENT NUMBER	SEC	-	SECTION

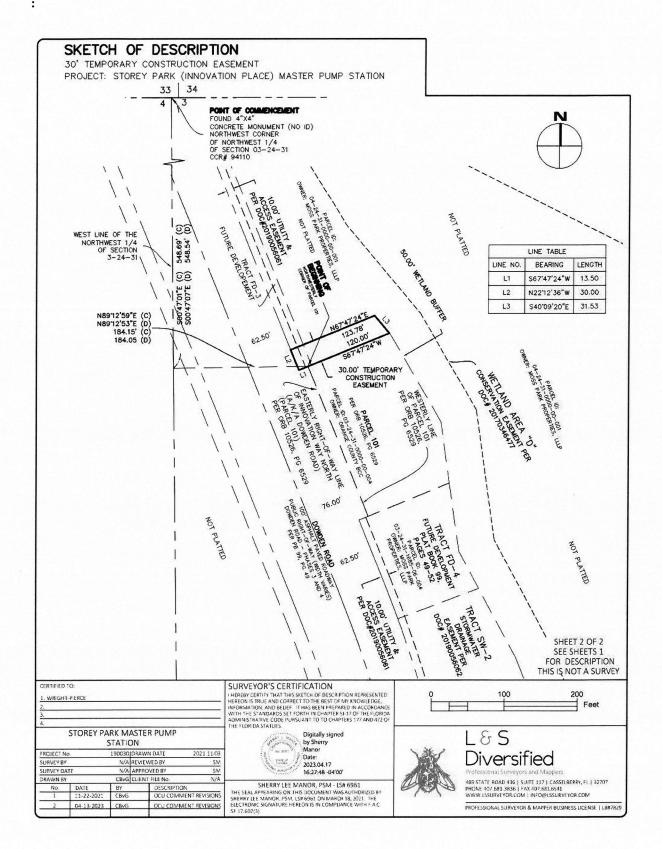
SURVEYOR'S CERTIFICATION

SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH THIS IS NOT A SURVEY

1. WRIGHT- 2. 3. 4.	-PIERCE			I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREBON IS TUDE AND CONFECTION THE BEST OF MY MINOVILIDES. INFORMATION, AND BELIEF IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET OF ORM IN CHAPTER SIJ 70 FTHE FORMA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF		
	STOREY PA	RK MAST	ER PUMP	THE FLORIDA STATUES. Digitally signed		L&S
SURVEY BY	PROJECT NO. 190030 DRAWN DATE 2021 11:03 SURVEY BY N/A REVIEWED BY 5M			by Sherry Manor Coate: 2023.04.17 16:27:17:04:00	M	Diversified
SURVEY DA		N/A APPI		Dave.	AL SA	Professional Surveyors and Mappers
DRAWN BY		CBvG CLIE	NT FILE No. N/A	- CAMPINE	77、100000000000000000000000000000000000	489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707
No.	DATE	BY	DESCRIPTION	SHERRY LEE MANOR, PSM - LS# 6961	A STATE OF THE STA	PHONE 407,581,3836 FAX 407,681,6541 WWW LSSURVEYOR.COM INFO@LSSURVEYOR.COM
1	11-22-2021	CBvG	OCU COMMENT REVISIONS	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY		
2	04-13-2023	CBvG	OCU COMMENT REVISIONS	SHERRY LEE MANOR, PSM, LS# 6961 ON MARCH 18, 2021. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH F.A.C. 5x-17-602(3).		PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829

CERTIFIED TO:

Instrument 701A/B.1 and 703.1



Instrument 701A/B.1 and 703.1

SCHEDULE "A"
LEGAL DESCRIPTION

25' TEMPORARY CONSTRUCTION EASEMENT PROJECT: STOREY PARK (INNOVATION PLACE) MASTER PUMP STATION PARCEL 701B

LEGAL DESCRIPTION:

A portion of Section 3, Township 24 South, Range 31 East, and more particularly described in Official Records Book 10526, Page 6529, Public Records of Orange County, Florida and more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 3, Township 24 South, Range 31 East, Orange County, Florida; thence South 00'47'01" East along the West line of the Northwest 1/4 of said Section 3, a distance of 548.69 feet; thence deporting said line, North 89'12'59" East, a distance of 184.15 feet to the Easterly Right of Way line of Innovation Way North as described in Official Records Book 10526, Page 6529, said point also being the Northwesterly corner of Parcel 101; thence North 67'47'24" East along the Northerly line of Parcel 101, a distance of 120.00 feet, to the Northeasterly corner of Parcel 101 and the POINT OF BEGINNING; thence North 40'09'20" West, a distance of 31.53 feet; thence North 67'47'24" East, a distance of 145.89 feet; thence South 40'09'20" East, a distance of 112.80 feet; thence South 67'47'24" West, a distance of 2.5.78 feet; thence North 08'06'30" West, a distance of 30.93 feet to the Southeasterly corner of aforesaid Parcel 101; thence North 08'06'30" West, a distance of 83.24 feet; thence North 30'19'04" West, a distance of 138.84 feet; thence North 40'09'20" West, a distance of 2.75 feet to the aforesaid Northeasterly corner of Parcel 101 and the POINT OF BEGINNING.

Said Parcel containing 7,167 square feet, more or less.

SURVEYOR'S NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF A TEMPORARY CONSTRUCTION EASEMENT.
- 3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
- 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3)
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00'47'01" EAST.

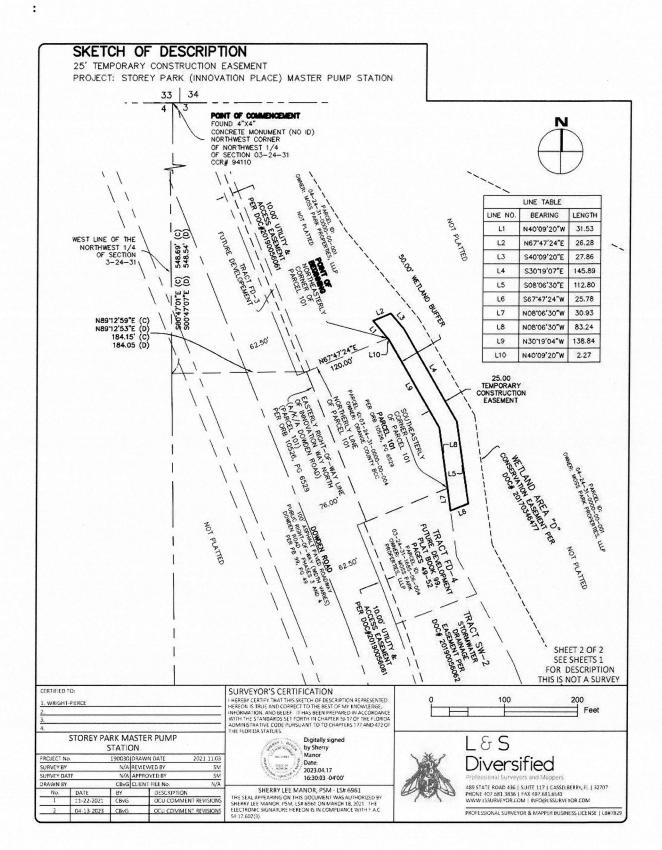
SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	(D)	_ =	DEED
E	=	EAST	(C)	=	CALCULATED
S	=	SOUTH	L1	=	LINE NUMBER
W	=	WEST	R/W	=	RIGHT OF WAY
CCR	=	CERTIFIED CORNER	PB	=	PLAT BOOK
		RECORD	PG(S)	=	PAGE (PAGES)
A/K/A=		ALSO KNOWN AS	ORB	=	OFFICIAL RECORDS BOOK
DOC	#=	DOCUMENT NUMBER	SEC	=	SECTION

SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH THIS IS NOT A SURVEY

CERTIFIED TO:					SURVEYOR'S CERTIFICATION				
1. WRIGHT	-PIERCE				I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION REPRESENTED				
2.					HERRON IS TRUE AND CORRECT TO THE BEST OF MY INNOVILED DEE. HINDIMARTION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER SET OF THE FLORIDA.				
3.									
4.	Sagga - 457-4-24/				ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES.				
	STOREY PA	RK MAST			Digitally signed	ave	L&S		
PROJECT N	0.	190030 DRA	WN DATE :	2021.11.04	by Sherry Manor	136/	Diversified		
SURVEY BY	9	N/A REV	TEWED BY	SM.	Date: 2023.04.17	MAK	Diversified		
SURVEY DA	(TE	N/A APP	PROVED BY	SM	16:28:52 -04'00'	A 19-16 A	Professional Surveyors and Mappers		
DRAWN BY		CBvG CLIE	NT FILE No.	N/A	12, 144, 141	不 题 图 图	489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707		
No.	DATE	BY	DESCRIPTION		SHERRY LEE MANOR, PSM - LS# 6961	E TO THE STATE OF	PHONE 407 581 3836 FAX 407 681 6541		
1	11-22-2021	CBvG	OCU COMMENT	REVISIONS	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHERRY LEE MANOR PSM. LS# 6961 ON MARCH 18, 2021. THE	177	WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM		
SURVEY DATE N/A APPROVED BY SN DRAWN BY CBvG CLIENT FILE No. N/A No. DATE BY DESCRIPTION		REVISIONS	ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH F.A.C 51/17:602(3).		PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829				
		The state of the s			A Transfer				

Instrument 701A/B.1 and 703.1



Project:

Storey Park (Innovation Place) Master Pump Station #F3219

Instrument

701A/B.1 and 703.1

SCHEDULE "A"
LEGAL DESCRIPTION

30' TEMPORARY CONSTRUCTION EASEMENT PROJECT: STOREY PARK (INNOVATION PLACE) MASTER PUMP STATION PARCEL 703

LEGAL DESCRIPTION:

A portion Tract FD-4(Future Development), DOWDEN ROAD-PHASES 3 AND 4, as recorded in Plat Book 99, Pages 49 through 52 Public Records of Orange County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 3, Township 24 South, Range 31 East, Orange County, Florida; thence South 00°47′01″ East along the West line of the Northwest 1/4 of said Section 3, a distance of 548.69 feet; thence departing said line, North 89°12′59″ East, a distance of 184.15 feet to the Easterly Right of Way line of Innovation Way North as described in Official Records Book 10526, Page 6529, said point also being the Northwesterly corner of Parcel 101; a distance of 220.34 feet to the Southwesterly corner of said Parcel 101 and the POINT OF BEGINNING; thence departing said Westerly line North 67°47′24″ East along the Southerly line of said Parcel 101, a distance of 120.00 feet; thence South 08°06′30″ East, a distance of 30.93 feet; thence South 67°47′24″ West, a distance of 125.96 feet to the Easterly Right of Way Line as recorded in Plat Book 99, Pages 49 through 52; thence North 22°12′36″ West along said Right of Way line, a distance of 30.00 feet; thence departing said line North 67°47′24″ East, a distance of 13.50 feet to the aforementioned Southwest corner of Parcel 101 and the POINT OF BEGINNING.

Said Parcel containing 3,892 square feet, more or less.

SURVEYOR'S NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE THE LIMITS OF A TEMPORARY CONSTRUCTION EASEMENT.
- 3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
- 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3).
- 5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00°47'01" FAST

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	(D)	=	DEED
Ε	=	EAST	(C)	=	CALCULATED
S	=	SOUTH	L1	=	LINE NUMBER
W	=	WEST	R/W	=	RIGHT OF WAY
CCR	=	CERTIFIED CORNER	PB	=	PLAT BOOK
		RECORD	PG(S)	-	PAGE (PAGES)
A/K/	/A=	ALSO KNOWN AS	ORB	=	OFFICIAL RECORDS BOOK
DOC	#=	DOCUMENT NUMBER	SEC		SECTION

SURVEYOR'S CERTIFICATION

SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH THIS IS NOT A SURVEY

1. WRIGHT-PIERCE 2. 3.				_	I HEREBY CERTIFY THAT THIS SECTION OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLENGE, INFORMATION, AND BELIEF. IT HAS BEEN REPARED IN ACCOMCANCE WITH THE STANDARDS SET FORTH IN GRAPIER SET FOR THE FORDIAL ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS SET AND ADD ATZO OF		
	STOREY PA	RK MAST	ER PUMP		THE FLORIDA STATUES. Digitally signed		L&S
PROJECT NO SURVEY BY SURVEY DA			WN DATE 202 EWED BY ROVED BY	21.11.04 5M 5M	by Sherry Manor Date: 2023.04.17	X	Diversified Professional Surveyors and Mappers.
DRAWN BY	Loan	CBvG CLIE	NT FILE No.	N/A	SHERRY LEE MANOR, PSM - LS# 6961	all the same	489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707
No. 1	DATE 11-22-2021	CBvG	OCU COMMENT RE	VISIONS	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHERRY LEE MANOR, PSM. LS# 6961 ON MARCH 18, 2021. THE	0/0/0	PHONE 407 581 3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM
2	2 04-13-2023 CBVS OCU COMMENT REVISIONS			VISIONS	ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH # A.C.		PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829

CERTIFIED TO:

Instrument 701A/B.1 and 703.1

SKETCH OF DESCRIPTION 30' TEMPORARY CONSTRUCTION EASEMENT PROJECT: STOREY PARK (INNOVATION PLACE) MASTER PUMP STATION 33 34 POINT OF COMMENCEMENT
FOUND 4"X4"
CONCRETE MONUMENT (NO ID)
NORTHWEST CORNER
OF NORTHWEST 1/4
OF SECTION 03-24-31
CCR# 94110 LINE TABLE LINE NO. BEARING LENGTH 101 188 L1 N67'47'24"E 120.00 WEST LINE OF THE NORTHWEST 1/4 OF SECTION 3-24-31 L2 S08'06'30"E 30.93 548.69 L3 S67'47'24"W 125.96 L4 N22'12'36"W 30.00 <u>©</u> L5 N67'47'24"E 13.50 S00'47'01'E (N89"12'59"E (C) N89"12'53"E (D) 184.15' (C) 184.05 (D) 62.50

SHEET 2 OF 2 SEE SHEETS 1 FOR DESCRIPTION THIS IS NOT A SURVEY CERTIFIED TO SURVEYOR'S CERTIFICATION JUNE FOR SECTION FUNCTION REPRESENTED HERBOY ESTIMAT THIS SECTION OF BEST OF MY KNOWLEDGS. THE AND COMPACT TO THE BEST OF MY KNOWLEDGS. THE AND COURT TO THE BEST OF MY KNOWLEDGS. THE COURT OF THE COUR 1. WRIGHT-PIERCE Feet STOREY PARK MASTER PUMP Digitally signed by Sherry Manor Date: 2023.04.17

16:32:03 -04'00'

STATION PROJECT No 190030 DRAWN DATE 2021.11.04 SURVEY BY N/A REVIEWED BY N/A APPROVED BY DRAWN BY CBvG CLIENT FILE No.

SHERRY LEE MANOR, PSM - LS# 6961 DATE BY 11-22-2021 CBvG DESCRIPTION
OCU COMMENT REVISIONS 04-13-2023 CBvG OCU COMMENT REVISIONS

L&S Diversified 489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707 PHONE 407, 581, 3836 | FAX 407, 681, 6541 WWW LSSURVEYOR.COM | INFO@USSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#/829