



Interoffice Memorandum

April 21, 2020

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

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Diana M. Almodovar, P.E., Deputy Director
Public Works Department

PHONE NUMBER: (407) 836-7972

SUBJ: Use Agreement Among Taylor Morrison of Florida, Inc., Woodland Park Homeowners Association, Inc., and Orange County

Taylor Morrison of Florida, Inc. (Taylor Morrison) is in the process of constructing a single-family residential project known as Woodland Park. Taylor Morrison has formed a Homeowners Association (HOA) to assure the perpetual maintenance of certain improvements and common areas within the Woodland Park subdivision. Phases 1A, 5, and 6 & 7 of the Woodland Park subdivision contain certain drainage improvements for the benefit of property owned by Orange County Public Schools (OCPS) constructed within the County's rights-of-way and within the subdivision's common property.

Because maintenance of the drainage improvements will occur in County rights-of way, Orange County requires a Right-of-Way Use Agreement, including a Right-of-Way Utilization Permit, pursuant to which the HOA will be allowed to perform such maintenance. Additionally, Taylor Morrison will record a Fifth Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park so as to provide notice to homeowners and the public of the HOA's maintenance obligation and related funding obligations for the costs of maintenance and capital repairs.

The enclosed Agreement has been reviewed and approved for content by the County Attorney's Office and the County Engineer.

Action Requested: Approval and execution of Use Agreement Among Taylor Morrison of Florida, Inc., Woodland Park Homeowners Association, Inc., and Orange County. District 4.

DMA/jo

Attachments

BCC Mtg. Date: May 5, 2020

This instrument prepared by and after
recording return to:

James H. McNeil, Jr., Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

PARCEL ID #S: 18-24-30-9480-00-001;
18-24-30-9480-00-002; 18-24-30-9480-00-003;
18-24-30-9480-00-008; 18-24-30-9480-10-000;
18-24-30-9481-10-000; 18-24-30-9481-13-000;
18-24-30-9481-99-000; 18-24-30-9481-11-011;
18-24-30-9482-14-000; 18-24-30-9482-12-012;
18-24-30-9482-99-009; 18-24-30-9483-12-000;
18-24-30-9483-13-013; 18-24-30-9483-14-014;
18-24-30-9484-15-006; 18-24-30-9484-15-007;
18-24-30-9484-31-001

USE AGREEMENT AMONG
TAYLOR MORRISON OF FLORIDA, INC.,
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.,
AND ORANGE COUNTY

THIS USE AGREEMENT (the “**Agreement**”), effective as of the last date of execution (the “**Effective Date**”), is entered into by and among TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (“**Taylor Morrison**”), whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751, WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (“**HOA**”), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose address is P.O. Box 1393, Orlando, FL 32802-1393 (Taylor Morrison, HOA, and County are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

RECITALS

WHEREAS, Taylor Morrison is in the process of constructing a single-family residential project known as Woodland Park and the HOA is the owner of that certain real property in

Woodland Park as more particularly described in **Exhibit “A,”** attached hereto and incorporated herein by this reference, located in the unincorporated area of Orange County; and

WHEREAS, HOA has been formed to assure the perpetual and continuous maintenance of certain improvements and common property within the Woodland Park project; and

WHEREAS, the lands described in the Woodland Park Phase 1A Plat, as recorded in Plat Book 82, Page 34, of the Public Records of Orange County, Florida (the “**Phase 1A Plat**”) contains certain drainage improvements for the benefit of real property owned by Orange County Public Schools (“OCPS”) (the “**Phase 1A Improvements**”) which were constructed within lands which have become County rights-of-way more particularly described on **Exhibit “B,”** attached hereto and by this reference made a part hereof (the “**Phase 1A ROW**”); and

WHEREAS, the lands described in the Woodland Park Phase 5 Plat, as recorded in Plat Book 98, Page 106, of the Public Records of Orange County (the “**Phase 5 Plat**”) contain certain drainage improvements for the benefit of real property owned by OCPS (the “**Phase 5 Improvements**”) which were constructed within lands which have become County rights-of-way more particularly described as Parcel 1 on **Exhibit “C,”** attached hereto and by this reference made a part hereof (the “**Phase 5 ROW**”); and

WHEREAS, the lands (“Phase 6 Property”) described in the proposed plat for Woodland Park Phase 6&7 (the “**Phase 6&7 Plat**”) contain certain drainage improvements for the benefit of real property owned by OCPS (the “**Phase 6&7 Improvements**” and together with the “**Phase 1A Improvements**” and the “**Phase 5 Improvements**” are collectively, the “**Improvements**”), and the Phase 6&7 Improvements were constructed within lands currently owned by Taylor Morrison which, if the Phase 6&7 Plat is approved by County, upon recording of the Phase 6&7 Plat will become County rights-of-way, all of which is more particularly

described as Parcel 2 on **Exhibit “C”** (the “**Phase 6&7 ROW**” and together with the “**Phase 1A ROW**” and “**Phase 5 ROW**” are the “**ROW**”); and

WHEREAS, the Improvements are depicted as infrastructure improvements on those construction plans entitled (i) “Woodland Park Phase 5 Entrance Road and Reclaim Main Extension” (18-E-030) and (ii) “Woodland Park Phases 6 and 7” (18-S-068), both prepared by Waldrop Engineering and stamped as approved by the Orange County Engineer on August 12, 2018, and February 4, 2019, respectively; and

WHEREAS, HOA desires to obtain a Right-of-Way Utilization Permit (the “**Permit**”) from County, whereby the HOA will be allowed to maintain the Improvements within the ROW; and

WHEREAS, County requires that HOA, or their designee, be responsible for the fulfillment of certain commitments and covenants to assure the perpetual and continuous maintenance of the Improvements, which commitments and covenants are more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT**. County shall issue a Permit to the HOA, subject to the terms of this Agreement. The HOA, shall not, while maintaining the Improvements, damage or disturb any portion of the ROW without prior written approval by County and County’s prior written approval of a plan to restore the ROW. Nothing contained

herein or by virtue of the issuance of the Permit shall give or grant Taylor Morrison or HOA any ownership rights to any portion of the ROW.

3. **IMPROVEMENTS.** Any Improvements that, in County's sole opinion, impede the functional operation of planned, proposed, or existing underdrains shall not be permitted under this Agreement. The Improvements shall be maintained in such a manner as will neither interfere with County's and the public's use of the ROW nor create a safety hazard within the ROW. If County determines, in its sole discretion, that the Improvements present a safety hazard, then the HOA, at its sole expense and at no cost to County, shall relocate the Improvements in such a manner as to eliminate the hazard, to the satisfaction of County.

4. **MAINTENANCE OF IMPROVEMENTS WITHIN THE ROW.** Upon full satisfaction of the requirements in Section 11, the HOA, its successors and assigns, shall maintain the Improvements within the ROW, at its sole cost and expense, at no cost to the County and to County standards (the "**ROW Maintenance**"). Until such time, Taylor Morrison shall be the responsible party to perform the ROW Maintenance as described herein, and Taylor Morrison shall be the responsible party under this Agreement instead of the HOA.

5. **REMOVAL/RELOCATION.** If, in the sole opinion of County, the Improvements interfere with any construction, reconstruction, alteration, improvement, or maintenance which County desires to perform on, around, or under the ROW, or if County requests removal for any reason, then the HOA, upon receipt of a written notice from County, shall remove or relocate the Improvements as requested by County, and to County's satisfaction, within thirty (30) days of receipt of said notice. Any such relocation or removal of the Improvements shall be at no cost or expense to County.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, the HOA agrees to defend, indemnify, and hold harmless the County, its officials, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney fees) attributable to its own negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions, and/or negligence of another party.

7. **INSURANCE.** Relative to the ROW Maintenance and throughout the duration of this Agreement, including the initial period and any extensions thereto, HOA shall obtain and possess:

a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

b) Workers' Compensation coverage for all employees with statutory workers' compensation limits, and no less than \$100,000 for each incident of bodily injury or disease for Employers' Liability; and

c) Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000 per accident. In the event HOA does not own automobiles, HOA shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing operations under this Agreement, HOA shall provide Certificates of Insurance to County to verify coverage. The name of the development, subdivision, or project in which the Improvement(s) are to be installed and the type and amount of coverage provided, shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. HOA shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of HOA to maintain insurance coverage for themselves or for any other person or entity for whom they are responsible, or to ensure that their contractors and subcontractors maintain coverage, shall not relieve HOA of any contractual responsibility, obligation, or liability.

8. **RECORDING.** This Agreement shall be recorded in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date. Promptly upon its execution of this Agreement, HOA shall pay to County an amount equal to the applicable cost of recording this Agreement in the Public Records of Orange County, Florida.

9. **DURATION.** The provisions, restrictions, and covenants of this Agreement shall bind the parties for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners and the HOA. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida. Notwithstanding any of the above provisions, County shall have the right to cancel this Agreement upon thirty (30) days prior written notice to Taylor Morrison and HOA. No such cancellation shall be effective until a written instrument has been executed and acknowledged by the Board of County Commissioners and recorded in the Public Records of Orange County, Florida.

10. **AMENDMENT.** The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners and the HOA. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida.

11. **COMPLIANCE WITH APPLICABLE LAWS.** The HOA shall comply with all applicable federal, state, and local laws, rules, and regulations, including County's Right-of-Way Utilization Regulations.

There are four Environmental Resource Permits ("ERP") from the South Florida Water Management District ("SFWMD") relevant to the Improvements. Taylor Morrison is the permit owner and holder for three permits, including: (1) the Woodland Park Phase 1A ERP No. 48-

01424-S-02 / Application No. 130408-10 (the "Phase 1A ERP"); (2) Woodland Park Phase 5 Entrance Roadway ERP No. 48-100340-P, Application No. 180404-439 (the "Phase 5 ERP"); and (3) Woodland Park Phase 6 & 7 ERP No. 48-01424-S, Application No. 48-100684-P (the "Phase 6 & 7 ERP"). OCPS is the permit owner and holder for the South Creek Middle School (aka Meadow Woods Relief School) ERP No. 48-01539-P, Application No. 050107-18 (the "School ERP"). The HOA agrees to submit to SFWMD, no later than five (5) business days after the recording of this Agreement, the following applications: (1) a minor modification to the Phase 5 ERP, in order to show the re-alignment of the east outfall pipe not currently reflected in the permitted ERP plans; and (2) modification of the School ERP which will name the HOA as the responsible party for the maintenance of those certain drainage improvements benefitting property owned by OCPS, including such improvements located within the ROW (item 1 and 2 above, collectively the "ERP Permit Modifications"). Unless and until the ERP Permit Modifications have been issued by the SFWMD, and a copy provided to the County, maintenance responsibilities shall not transfer to the HOA.

12. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvements.

13. **BINDING UPON SUCCESSORS & ASSIGNS.** The provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the land, as the case may be, applicable to the Property or any portion thereof. Furthermore, except as provided for below, this Agreement shall be binding on all parties having any right, title, or interest in the Property (or any portion thereof) or ROW Maintenance obligations as described herein, and their heirs, personal representatives, successors, and assigns. This Agreement shall

inure to the benefit of and be enforceable by County and its respective legal representatives, successors, and assigns.

The Parties acknowledge and agree that upon recording of the Phase 6&7 Plat in the Public Records of Orange County, Florida, which shall have the effect of conveying the Phase 6&7 ROW to the County, and full satisfaction of the requirements of Section 11, all of Taylor Morrison's rights, obligations, responsibilities and liabilities under this Agreement shall automatically terminate and shall be assigned to and assumed by the HOA. The County and the HOA hereby consent to such assignment and Taylor Morrison shall be fully released from all obligations, liabilities, and other provisions of this Agreement.

14. **OCPS AS A LIMITED THIRD PARTY BENEFICIARY.** The Parties acknowledge and agree that in the event the HOA fails to maintain or repair the Improvements , including without limitation unsatisfactory performance of the ROW Maintenance, OCPS shall be a third party beneficiary to this Agreement, but limited to the following: (a) OCPS shall have the right to step in and perform maintenance or repair of the Improvements, and to seek reimbursement from the HOA for such required maintenance or repair costs; and (b) OCPS shall have the right to seek whatever judicial or other relief against the HOA it deems necessary to compel or to ensure the HOA's performance of its obligations under this Agreement.

[SIGNATURE PAGES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

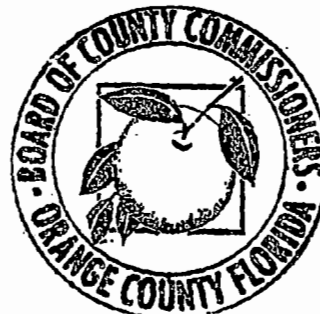
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: MAY 05 2020

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

By: *Kate Smith*
Deputy Clerk



Signed, sealed and delivered
in the presence of:

**TAYLOR MORRISON OF FLORIDA,
INC., a Florida Corporation**

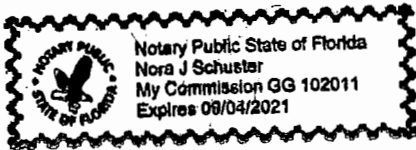
Damon Cascio
Print Name: Damon Cascio

By: *[Signature]*
Name: Richard Rosello, Vice President
Date: 4/16/20

Nora Schuster
Print Name: Nora Schuster

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of April, 2020, by Richard Rosello, as Vice President of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Nora J Schuster
(Signature of Notary Public)
Nora J Schuster
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG 102011
My Commission Expires: 9/4/2021

Woodland Park Homeowners Association, Inc.,
a Florida not for profit company

Signed and sealed in the presence of:

[Signature]
Print Name: Ronald Russo

[Signature]
Print Name: Damon Casio

By: Nora Schuster
Name: Nora Schuster
Title: HOA president

STATE OF FLORIDA)
) SS:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of April, 2020, by Nora Schuster, as President of Woodland Park Homeowners Association, Inc., a Florida not for profit company, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Betsy Englert
Name Printed, Typed or Stamped
Certificate No. _____

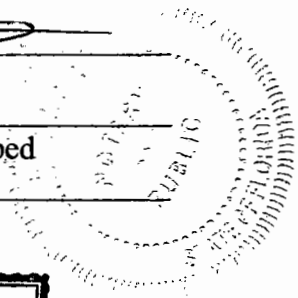


EXHIBIT "A"

HOA Properties

Tracts A, B, C, H and J, WOODLAND PARK PHASE 1A, according to the plat thereof recorded in Plat Book 82, Pages 34 through 37, of the Public Records of Orange County, Florida; and

Tracts J, M, II and KK, WOODLAND PARK PHASE 2, according to the plat thereof recorded in Plat Book 84, Pages 113 through 117, of the Public Records of Orange County, Florida; and

Tracts N, III and LL, WOODLAND PARK PHASE 3, according to the plat thereof recorded in Plat Book 92, Pages 67 through 76, of the Public Records of Orange County, Florida; and

Tracts L, MM and NN, WOODLAND PARK PHASE 4, according to the plat thereof recorded in Plat Book 94, Pages 127 through 130, of the Public Records of Orange County, Florida; and

Tracts OS-6, OS-7 and CA-1, WOODLAND PARK PHASE 5, according to the plat thereof recorded in Plat Book 98, Pages 106 through 111, of the Public Records of Orange County, Florida.

EXHIBIT "B"

Legal description and sketch of description for the Phase 1A Improvements

[See attached 2 page(s)]

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

A 15.00 FEET WIDE STRIP OF LAND BEING A PORTION OF A DRAINAGE EASEMENT DESCRIBED IN EXHIBIT "C", AS RECORDED IN OFFICIAL RECORDS BOOK 10734, PAGE 1740 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 00°29'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 75.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WETHERBEE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 9121, PAGE 1064 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°06'32" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1143.25 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 00°29'15" EAST, A DISTANCE OF 182.54 FEET TO THE SOUTHERLY LINE OF THE SAID DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 10734, PAGE 1740; THENCE RUN NORTH 89°30'45" WEST ALONG THE SOUTHERLY LINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CYPRESS POND BOULEVARD, ACCORDING TO PLAT BOOK 82, PAGES 34 THROUGH 37 AND THE POINT OF BEGINNING; THENCE RUN NORTH 89°30'45" WEST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 89.96 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CYPRESS POND BOULEVARD, BEING ON A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°08'46", A CHORD THAT BEARS NORTH 01°40'08" EAST WITH A DISTANCE OF 15.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENCY, ALSO BEING THE NORTHERLY LINE OF SAID DRAINAGE EASEMENT; THENCE RUN ALONG SAID NORTHERLY LINE SOUTH 89°30'45" EAST, A DISTANCE OF 89.65 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 00°29'15" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,347 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

SHEET 1 OF 2

Drawing name: L:\Data\2018\BUB84\SKZ\CHES\SKZ-DL.dwg SHEET 1



16 EAST PLANT STREET
Winter Garden, Florida 32787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 18-24-30, BEING N00°29'15"E.
4. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
5. DELINEATION OF THE LAND SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.

JOB NO. 20180584

DATE: 11/21/19

SCALE: 1"=60'

FIELD BY: N/A

CALCULATED BY: MR

DRAWN BY: ER

CHECKED BY: MR

FOR THE LICENSED BUSINESS #6723 BY:

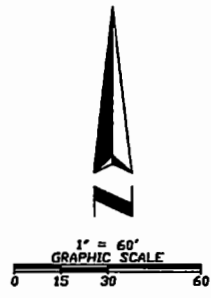
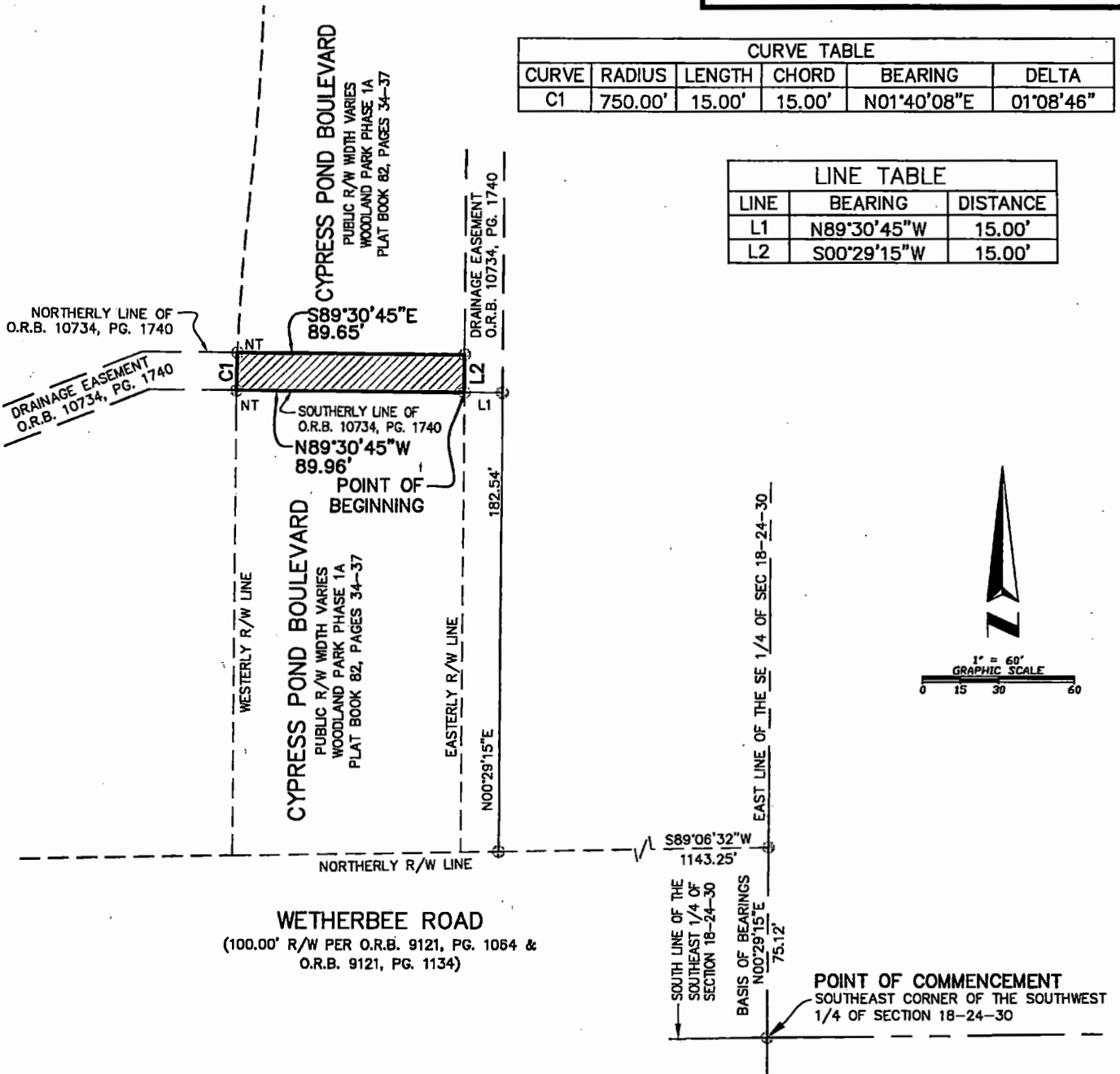

JAMES L. FICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	750.00'	15.00'	15.00'	N01°40'08"E	01°08'46"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°30'45"W	15.00'
L2	S00°29'15"W	15.00'



SHEET 2 OF 2

Drawing name: L:\Data\20180584\SKETCHES\SK2-DE.dwg SHEET 2



16 EAST PLANT STREET
Winter Garden, Florida 32787 • (407) 654-5355

LEGEND

- ⊙ CHANGE IN DIRECTION
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- NT NOT-TANGENT

JOB NO. <u>20180584</u>	CALCULATED BY: <u>MR</u>
DATE: <u>11/21/19</u>	DRAWN BY: <u>ER</u>
SCALE: <u>1"=60'</u>	CHECKED BY: <u>MR</u>
FIELD BY: <u>N/A</u>	

EXHIBIT "C"

Legal description and sketch of description for the Phase 5 & Phase 6&7 Improvements

[See attached 2 page(s)]

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

PARCEL 1

A STRIP OF LAND BEING A PORTION OF SAWGRASS RESERVE BOULEVARD, ACCORDING TO THE PLAT OF WOODLAND PARK PHASE 5, AS RECORDED IN PLAT BOOK 98, PAGES 106 THROUGH 111 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, LYING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT U, WOODLAND PARK PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGES 67 THROUGH 76, OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°06'32" EAST, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9121, PAGE 1041 OF SAID PUBLIC RECORDS 35.68 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17; THENCE RUN SOUTH 00°29'15" WEST, ALONG SAID WEST LINE, FOR A DISTANCE OF 6.12 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 90°00'00" EAST, DEPARTING SAID WEST LINE, FOR A DISTANCE OF 2.23 FEET; THENCE RUN SOUTH 67°42'02" EAST, FOR A DISTANCE OF 51.12 FEET; THENCE RUN SOUTH 43°43'38" EAST, FOR A DISTANCE OF 63.44 FEET; THENCE RUN NORTH 75°10'13" EAST, FOR A DISTANCE OF 22.05 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SAWGRASS RESERVE BOULEVARD; THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 14°49'47" EAST, FOR A DISTANCE OF 17.50 FEET; THENCE SOUTH 75°10'13" WEST, FOR A DISTANCE OF 27.95 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE 15°42'19", A CHORD BEARING OF SOUTH 67°19'03" WEST, A CHORD DISTANCE OF 6.83 FEET AND AN ARC DISTANCE OF 6.85 FEET TO A NON-TANGENT POINT; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 43°43'38" WEST, NON RADIAL TO SAID CURVE FOR A DISTANCE OF 69.20 FEET; THENCE RUN NORTH 67°42'02" WEST, FOR A DISTANCE OF 41.27 FEET TO A POINT ON THE AFORESAID WEST LINE OF SECTION 17; THENCE RUN NORTH 00°29'15" EAST, ALONG SAID WEST LINE, FOR A DISTANCE OF 20.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 2,766 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

PARCEL 2

A STRIP OF LAND LYING IN SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT U, WOODLAND PARK PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGES 67 THROUGH 76, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°06'32" EAST, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9121, PAGE 1041 OF SAID PUBLIC RECORDS 35.68 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17; THENCE RUN SOUTH 00°29'15" WEST, ALONG SAID WEST LINE, FOR A DISTANCE OF 6.12 FEET; THENCE RUN SOUTH 90°00'00" EAST, DEPARTING SAID WEST LINE, FOR A DISTANCE OF 2.23 FEET; THENCE RUN SOUTH 67°42'02" EAST, FOR A DISTANCE OF 51.12 FEET; THENCE RUN SOUTH 43°43'38" EAST, FOR A DISTANCE OF 63.44 FEET; THENCE RUN NORTH 75°10'13" EAST, FOR A DISTANCE OF 22.05 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAWGRASS RESERVE BOULEVARD, ACCORDING TO THE PLAT OF WOODLAND PARK PHASE 5, AS RECORDED PLAT BOOK 98, PAGES 106 THROUGH 111 OF SAID PUBLIC RECORDS, ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 75°10'13" EAST FOR A DISTANCE OF 135.33 FEET; THENCE RUN SOUTH 22°17'50" EAST, FOR A DISTANCE OF 17.65 FEET; THENCE SOUTH 75°10'13" WEST, FOR A DISTANCE OF 137.62 FEET TO A POINT OF SAID EASTERLY RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID EASTERLY LINE NORTH 14°49'47" WEST, FOR A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 2,388 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 OF 2
FOR SKETCH OF DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING NORTH 00°29'15" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 2018D357
DATE: 10/18/2019
SCALE: 1"=60'
FIELD BY: N/A

CALCULATED BY: MR
DRAWN BY: MR/ER
CHECKED BY: SEJ

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. ROCKMAN P.S.M. # 5633

