



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32801-1393

## Legislation Text

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**File #:** 26-0065, **Version:** 1

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### Interoffice Memorandum

**DATE:** December 22, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Luciana Mino, Assistant Manager

**FROM:** Sara Solomon, Senior Title Examiner

**CONTACT:** Faye Lee, Administrative Assistant

**PHONE:** 407-836-7097

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of Utility and Access Easement Agreement by and among the City of Orlando, Orange County, Florida, and Sumter Electric Cooperative, Inc. d/b/a SECO Energy and authorization to record instrument for SECO Easement Conserv II. Lake County. **(Real Estate Management Division)**

**PROJECT:** SECO Easement Conserv II

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities.

**ITEM:**

Access and Utility Easement Agreement

Cost: Donation

Size: 3.761 acres

**BUDGET:** N/A

**REVENUE:** N/A

**FUNDS:** N/A

**APPROVALS:**

Real Estate Management Division

County Attorney's Office  
Risk Management Division  
Utilities Department  
City of Orlando

**REMARKS:** This action approves a donated utility and access easement on County-owned property at Conserv II for Sumter Electric Cooperative (SECO Energy). The easement allows SECO to construct, operate, and maintain underground electric facilities and associated access needed to provide reliable electric service in the area.

This agreement defines access rights, maintenance responsibilities, and restoration standards to protect County interests while allowing necessary utility improvements. There is no cost to the County, and SECO will record the easement.

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Amber 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

**Property Appraiser's Parcel Identification Number:**  
portions of 24-23-26-0001-000-00700 & 23-23-26-0002-000-00200

**Project:** SECO Easement at Conserv II

**THIS IS A DONATION**

**UTILITY AND ACCESS EASEMENT AGREEMENT**

**THIS UTILITY AND ACCESS EASEMENT AGREEMENT** (the "**Agreement**") is made and entered into as of the Effective Date (defined herein) by and among the **City of Orlando**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (the "**City**"); **Orange County, Florida**, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802 (the "**County**") (the City and County are collectively hereinafter referred to as the "**Grantors**"); and **Sumter Electric Cooperative, Inc.**, a Florida not for profit corporation d/b/a SECO Energy, whose address is P.O. Box 301, Sumterville, Florida 33585 (the "**Utility**"). City, County, and Utility may also be referred to individually as a "**Party**" or collectively referred to as the "**Parties**".

**RECITALS**

**A. WHEREAS**, the City and County each own an undivided fifty percent (50%) interest in that certain real property located in unincorporated Lake County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Properties**"); and

**B. WHEREAS**, the Grantors acquired the Properties in fee simple to use as a rapid infiltration basin (“RIB”) site as part of the City and County’s joint reclaimed water property known as Water Conserv II (“**Conserv II**”); and

**C. WHEREAS**, Utility is a not-for-profit electric utility cooperative that provides reliable and innovative energy services to residential and commercial members in seven counties in Central Florida, including Lake County, Florida and

**D. WHEREAS**, Utility desires to acquire from the Grantors a utility and access easement with respect to a portion of the Properties, more specifically described in the attached **Exhibit B** (“**Easement Area 1**”) for the purpose of installation and maintenance of underground electric lines and related above-ground appurtenances to provide electric utility services to the Conserv II supplemental wells situated on the Properties; and

**E. WHEREAS**, Utility also desires to acquire from the Grantors a utility easement with respect to a portion of the Properties, more specifically described in the attached **Exhibit C** (“**Easement Area 2**”) for the purpose of installation and maintenance of underground electric lines and related above-ground appurtenances to provide electric utility service to members, including Conserv II, within Utility’s service territory; and

**F. WHEREAS**, the Grantors desire to grant Utility the Easement (defined below) subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, the City, County, and Utility hereby agree as follows:

1. **Grant.** The Grantors hereby grant to Utility a non-exclusive easement within Easement Area 1 and Easement Area 2 for access and utility purposes (the “**Easement**”) with full authority to enter upon, place, construct, operate, repair, maintain, upgrade, remove, inspect, relocate, and replace underground electric transmission lines and/or underground distribution lines and/or underground communications systems and all associated above-ground appurtenances in connection therewith (collectively, the “**Facilities**”).

2. **Utility’s Use of Easement.**

a. **Facilities.** Utility shall locate the Facilities in a location within the Easement Area which will cause the least interference to the Grantors and/or the Grantors’ operations as determined by the Grantors provided such location is reasonably compatible with Utility’s design, safety, construction, and operational requirements.

b. **Restoration of Easement Area.** Immediately following Utility’s placement, construction, operation, repair, maintenance, upgrading, removal, inspection, relocation, and/or replacement of any Facilities in the Easement Area, Utility shall restore the surface of the Easement Area to the same condition existing at the time of the execution of this Agreement; provided, however, that Utility shall not be required to restore any flora within the Easement Area that may interfere with Utility’s normal operation or maintenance of the Easement.

c. **Clearance of Obstructions.** In connection with Utility's use of the Easement hereunder, Utility may clear and keep clear all trees, undergrowth, and other obstructions on the Easement Area that may interfere with Utility's normal operation or maintenance of the Easement and Facilities; provided, however, that Utility shall dispose of all such cleared trees, undergrowth, and other obstructions in accordance with applicable law at an offsite location which is remote from the Easement Area and offsite from the Properties.

3. **Hold Harmless and Indemnification.** Utility shall, to the extent permitted by law, defend, indemnify, and hold harmless the Grantors, their officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees prior to and upon appeal) of any kind or nature whatsoever related to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Grantors, arising out of, related to, or caused by:

a. the negligent use or enjoyment of the Easement Area by Utility, its directors, officers, employees, agents, contractors or their subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable (collectively "Utility's Permittees"); and

b. all liens or other charges asserted against the Easement Area or the Properties arising as a result of the actions of Utility or Utility's Permittees; and

c. all claims relating to injury to persons or property occurring on or about the Easement Area to the extent caused by the use or control of the Easement Area by Utility or Utility's Permittees; and

d. Utility's or Utility's Permittees' failure to properly construct and maintain the Facilities; and

e. Utility's or Utility's Permittees' construction activities on or under the Easement Area; and

f. environmental contamination to the Easement Area or Properties resulting from any hazardous materials or toxic material used, released, or stored by Utility's or Utility's Permittees in connection with Utility's use of the Easement Area.

4. **Insurance.** Utility shall carry, and shall require its contractors and subcontractors to carry, insurance coverage for any work related to the construction, operation, repair, maintenance, upgrade, removal, inspection, relocation, or replacement of the Facilities. Such insurance shall include, at a minimum, the following coverage during the performance of such work:

a. **Commercial General Liability Insurance** with limits of not less than **\$1,000,000 per occurrence listing the Grantors as an additional insured.**

b. **Business Automobile Liability Insurance** with limits of not less than **\$1,000,000 per occurrence**, covering all owned, hired, and non-owned vehicles used in connection with the

work.

c. **Workers' Compensation Insurance** are as required by the laws of the State of Florida, including **Employer's Liability coverage**.

d. **Pollution Liability Insurance** with limits of not less than **\$1,000,000 per occurrence**.

Utility shall provide a Certificate of Insurance upon request evidencing Utility's coverages. Contractors and subcontractors shall not be required to provide certificates of insurance to the Grantors.

5. **Grantor's Representations, Obligations, and Reservation of Rights.**

a. **Restrictions on Construction.** The Grantors hereby agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other permanent structures on the Easement Area that may interfere with Utility's use of the Easement Area.

b. **Relocation of Facilities.** The Grantors reserve the right, but not the obligation, to relocate or reconfigure all or any portion of the Easement Area, or any Facilities constructed by Utility thereon, as the Grantors deem necessary provided that any such relocation or reconfiguration shall occur within property owned or controlled by the Grantors, shall not impair Utility's ability to serve its members (including the Grantors' wells and related facilities), and shall be coordinated with and subject to Utility's review and approval to ensure compliance with Utility's design, safety, and operational requirements, and further provided that:

i. Prior to any relocation, the Grantors shall provide written notice to Utility describing the proposed relocation or reconfiguration. Any relocation or modification of the Facilities shall be designed, permitted, and constructed by Utility in coordination with the Grantors, at the Grantors' sole cost and expense, unless such relocation is requested by Utility. Utility shall review and coordinate such relocation plans in good faith and provide comments or objections within sixty (60) days of receipt of sufficient information from the Grantors to evaluate the proposed relocation. In no event shall Utility unreasonably withhold, condition, or delay coordination with the Grantors.

ii. The Facilities or Easement Area (or portions thereof), as so relocated or reconfigured, shall provide Utility with substantially the same size, quality, and Facilities as existed prior to such relocation or reconfiguration.

iii. The Grantors shall be responsible for all costs and expenses incurred in connection with any relocation or reconfiguration of the Facilities or the Easement Area, or any portion thereof, unless such relocation is requested by Utility.

iv. Utility shall cooperate with the Grantors in the execution of an amendment to this Agreement, in a form acceptable to both Parties, establishing the new limits of the Easement Area as depicted on the approved relocation plans, approved by Utility, whereupon such relocated Easement shall be subject to the terms hereof to the same extent they applied to the Easement Area

prior to the Grantors' request for the relocation, reconfiguration, or modification of the Facilities and Easement Area. Said amendment shall include a sketch of description of the new limits of the Easement Area as well as a sketch of description showing the Easement Area to be released and a statement that the released area immediately reverts to the Grantors, their successors, transferees and assigns.

If Utility initiates a relocation of its Facilities within the Easement Area, Utility shall provide the Grantors with reasonable prior written notice and coordinate such relocation in good faith, except in emergency situations where immediate action is required to protect life, property, or service reliability

6. **Default and Remedies.** Failure by any Party hereto to comply with or perform any of the terms, conditions, covenants, agreements, or obligations contained in this Agreement shall constitute a default hereunder. If such default is not cured or remedied within **sixty (60) days** after written notice to such Party specifying with particularity the nature of such default, or, if such default cannot reasonably be cured within such sixty (60) days, then within such additional time as may be reasonably necessary provided the defaulting Party commences and diligently pursues a cure, then the non-defaulting Party shall be entitled to exercise any and all rights and remedies available at law and in equity; provided, however, under no circumstances shall any Party be liable for consequential, special, indirect, exemplary, or punitive damages.

7. **Venue and Jurisdiction.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each Party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

8. **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.

9. **Sovereign Immunity.** Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed as a waiver of the Grantors' sovereign immunity.

10. **Miscellaneous.**

a. **Recitals and Exhibits.** The above recitals and the attached exhibits are true and correct and are incorporated into and made a part of this Agreement by this reference.

b. **Effective Date.** The Effective Date of this Agreement shall be upon execution by all Parties.

c. **Delegation of Authority.**

i. **For County:** The Director of the Orange County Utilities Department is hereby delegated, on behalf of the County, the authority to furnish all notices and execute amendments/modifications as contemplated in this Agreement.

ii. **For City:** The Real Estate Division Manager of the City of Orlando is hereby delegated, on behalf of the City, the authority to furnish all notices and execute amendments/modifications as contemplated in this Agreement.

d. **Counterparts.** This Agreement and any amendments may be executed in up to **three (3)** counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

e. **Paragraph Headings.** The headings preceding the paragraphs of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

f. **Recording of Agreement.** An executed original of this Agreement shall be recorded by Utility, at Utility's sole expense, in the Public Records of Lake County, Florida.

g. **Amendments/Termination.** This Agreement may be amended or terminated only by express written instrument mutually approved and executed by the Parties. Any amendments or termination of this agreement shall be recorded at the sole expense of the requesting Party.

h. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the Parties which are not embodied within this Agreement shall be of any force or effect.

i. **Revocation of Prior Easement.** The City hereby terminates that certain Utility and Ingress/Egress Easement executed by the City on December 20, 2023, bearing City Documentary No. 231211B14.

*[SIGNATURE PAGES TO FOLLOW]*

Project: SECO Easement at Conserv II

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



COUNTY:  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: 13 January 2026

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

By: *Jennifer Lara-Klimentz*  
Deputy Clerk  
Jennifer Lara-Klimentz  
Printed Name

Project: SECO Easement at Conserv II

Signed, sealed and delivered in the presence of:

CITY: CITY OF ORLANDO

WITNESS #1  
[Signature]  
Signature  
Janna Baumann  
Print Name

[Signature]  
Buddy Dyer, Mayor

ATTEST: [Signature]  
Stephanie Herdocia  
City Clerk

Mailing Address:  
400 S. Orange Avenue, Orlando, Florida 32801

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.

WITNESS #2  
[Signature]  
Signature  
ARIANA HERNANDEZ  
Print Name

January 9, 20 26  
[Signature]  
Assistant City Attorney, Orlando Florida  
Michael Sjoggerud  
Printed Name

Mailing Address:  
400 S. Orange Avenue, Orlando, Florida 32801

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12 day of January, 20 26, by Buddy Dyer, Mayor, and Stephanie Herdocia, City Clerk, of the City of Orlando, a Florida municipal corporation. They  are personally known to me or  have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

(Notary Stamp)



CASEY AARON BILLINGS  
Notary Public  
State of Florida  
Comm# HH628513  
Expires 1/13/2029

[Signature]  
Notary Signature  
Casey A. Billings  
Print Notary Name  
Notary Public of: Florida  
My Commission Expires: 1/13/2029

City Council Meeting: 1-12-2026  
Item: 3.i.6 Documentary: 260112316

Project: SECO Easement at Conserv II

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

UTILITY:

Sumter Electric Cooperative, Inc., a Florida not for profit corporation d/b/a SECO Energy

By: Curtis Wynn, Chief Executive Officer

WITNESS #1  
Cynthia A Clark  
Signature

Cynthia L. Clark  
Print Name

Mailing Address: PO BOX 301

City: Sumterville State: FL

Zip Code: 33585

WITNESS #2  
Cynthia A Bayce  
Signature

Cynthia A. Bayce  
Print Name

Mailing Address: PO Box 301

City: Sumterville State: FL

Zip Code: 33585

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 14<sup>th</sup> day of January, 2026, by Curtis Wynn, as Chief Executive Officer of Sumter Electric Cooperative, Inc., a Florida not for profit corporation d/b/a SECO Energy, on behalf of the corporation. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Stamp)

Cynthia L. Clark  
Notary Signature

Cynthia L. Clark  
Print Notary Name

Notary Public of: Florida

My Commission Expires: May 14, 2028



**Project:** SECO Easement at Conserv II

**EXHIBIT A**  
(Properties)

Parcel Identification Number: 24-23-26-0001-000-00700

The South  $\frac{1}{2}$  and the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 23 South, Range 26 East, Lake County, Florida, LESS Parcels 100, 101, 102, and 103, as described in Official Records Book 845, Page 558.

Parcel Identification Number: 23-23-26-0002-000-00200

Section 23, Township 23 South, Range 26 East, Lake County, Florida, LESS and except the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and further LESS Parcel 118 as described in Official Records Book 851, at Page 149.

**EXHIBIT B**  
(Easement Area 1)

*SKETCH OF DESCRIPTION*

PROJECT NAME: SOD\_15W-01

Exhibit B

**LEGAL DESCRIPTION:**

A STRIP OF LAND 30.00 FEET OF EVEN WIDTH SITUATED WITHIN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA, THE NORTHERLY LINE OF SAID 30.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE NORTH 00°14'18" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1078.49 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SECTION 24, NORTH 89°25'24" WEST 1863.26 FEET.

CONTAINING 55,900 SQ. FT. OR 1.283 ACRES±.

**SURVEYOR'S NOTES:**

1. BEARINGS ARE ASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 00°14'18" EAST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS "SKETCH OF LAND FOR DESCRIPTION ONLY" IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS SET FOURTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.
4. THIS IS NOT A BOUNDARY SURVEY.

THIS SURVEY AND THE COPIES THEREOF ARE NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL



Luke P Fulford

2025 11.07

09:45:43 -05'00'

LUKE P. FULFORD, P.S.M. #8854  
CANVAS LAND SURVEYING, LB# 8320

**SKETCH OF DESCRIPTION**

-OF-

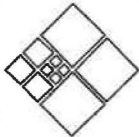
SECO ENERGY ACCESS EASEMENT  
SOD\_15W-01

LYING IN  
SEC. 24, TWP 23S, RGE 26E,  
LAKE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**PREPARED FOR:**

SECO ENERGY;  
WATER CONSERV II.

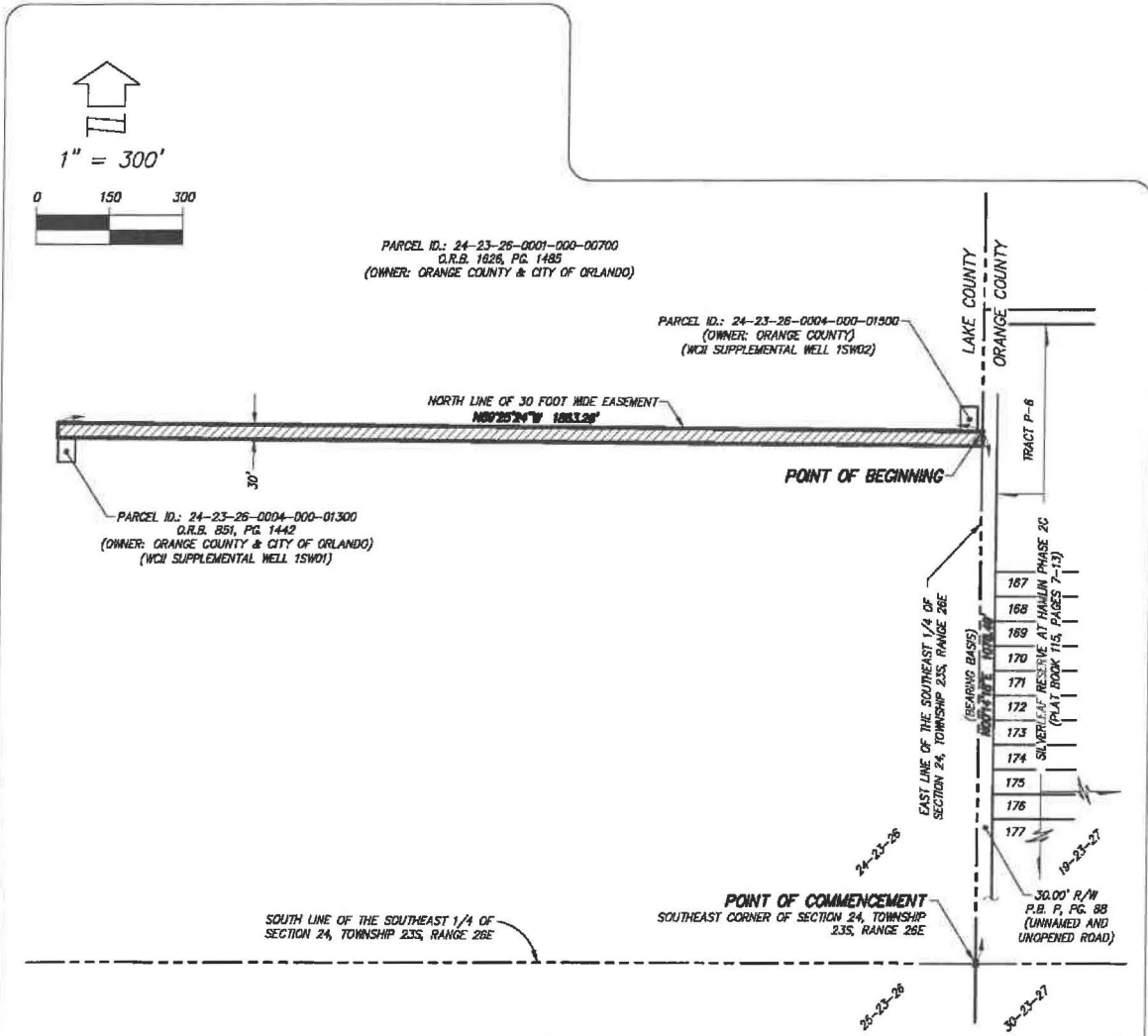


**CANVAS**  
LAND SURVEYING

300 N. RONALD REAGAN BOULEVARD  
LONGWOOD, FL 32750  
321.689.5330  
CANVASLANDSURVEYING.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8320

SHEET  
1 OF 2

LEGAL DESCRIPTION  
SURVEY NOTES



**LEGEND:**

LB	LICENSED BUSINESS		ACCESS EASEMENT
	LINE BREAK		
#	NUMBER	SEC.	SECTION
R/W	RIGHT OF WAY	TWP	TOWNSHIP
N.T.S.	NOT TO SCALE	RGE	RANGE
O.R.B.	OFFICIAL RECORDS BOOK	P.B.	PLAT BOOK
PG.	PAGE	ID.	IDENTIFICATION

**SKETCH OF DESCRIPTION**  
 -OF-  
 SECO ENERGY ACCESS EASEMENT  
 SOD\_1SW-01  
 LYING IN  
 SEC. 24, TWP 23S, RGE 26E,  
 LAKE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**PREPARED FOR:**  
 SECO ENERGY;  
 WATER CONSERV II.

**CANVAS**  
 LAND SURVEYING  
 300 N. RONALD REAGAN BOULEVARD  
 LONGWOOD, FL 32750  
 321.689.9330  
 CANVASLANDSURVEYING.COM  
 CERTIFICATE OF AUTHORIZATION NO. LB 8320

**SHEET**  
 2 OF 2  
 SKETCH OF DESCRIPTION

**EXHIBIT C**  
(Easement Area 2)

**SKETCH OF DESCRIPTION**

NOT A SURVEY

Exhibit C

WELLNESS WAY – UTILITY EASEMENT

**PARCEL 1**

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 23, THENCE RUN SOUTH 00°27'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, FOR A DISTANCE OF 1221.23 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'44" EAST FOR A DISTANCE OF 33.00 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF FIVE MILE ROAD, A 33.00 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN DEED BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°27'12" EAST ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN SOUTH 89°32'44" EAST FOR A DISTANCE OF 1186.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2380.00 FEET, WITH A CHORD BEARING OF NORTH 82°43'30" EAST, AND A CHORD DISTANCE OF 640.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°27'32" FOR A DISTANCE OF 642.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 74°59'44" EAST FOR A DISTANCE OF 2635.20 FEET; THENCE RUN NORTH 72°07'50" EAST FOR A DISTANCE OF 40.05 FEET; THENCE RUN NORTH 74°59'35" EAST FOR A DISTANCE OF 93.00 FEET; THENCE RUN NORTH 77°52'02" EAST FOR A DISTANCE OF 40.05 FEET; THENCE RUN NORTH 74°59'44" EAST FOR A DISTANCE OF 760.73 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE RUN SOUTH 00°15'02" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 20.73 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF WELLNESS WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6240, PAGES 1087 THROUGH 1181, OF THE PUBLIC RECORDS OF SAID LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY RIGHT OF WAY LINE: SOUTH 74°59'44" WEST FOR A DISTANCE OF 755.78 FEET; THENCE RUN SOUTH 77°52'02" WEST FOR A DISTANCE OF 40.05 FEET; THENCE RUN SOUTH 74°59'35" WEST FOR A DISTANCE OF 92.00 FEET; THENCE RUN SOUTH 72°07'50" WEST FOR A DISTANCE OF 40.05 FEET; THENCE RUN SOUTH 74°59'44" WEST FOR A DISTANCE OF 2635.70 FEET TO THE POINT OF CURVATURE OF A CURVE.

CONTINUE ON SHEET 2

SHEET 1 OF 7  
SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION  
SEE SHEET 7 FOR TABLES




**ALLEN  
COMPANY**  
Founded in 1988

SURVEYING • MAPPING  
GEOSPATIAL SERVICES  
www.allen-company.com  
16 EAST PLANT STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 654-5355  
LB#8627

**SURVEYOR'S NOTES:**

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 54-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING SOUTH 00°27'12" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20200605	CALC BY: DY	FOR THE LICENSED BUSINESS #8627 BY:  JAMES L. RICKMAN, PSM #5633
DATE: 10/14/2025	DRAWN BY: KS	
SCALE: N/A	CHECKED BY: DY	

Drawing name: L:\Data\20200605\sketches\Sketch 53 1

# SKETCH OF DESCRIPTION

NOT A SURVEY

WELLNESS WAY – UTILITY EASEMENT

CONTINUED FROM SHEET 1

CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2400.00 FEET, WITH A CHORD BEARING OF SOUTH 82°43'30" WEST, AND A CHORD DISTANCE OF 645.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°27'32" FOR A DISTANCE OF 647.53 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°32'44" WEST FOR A DISTANCE OF 1186.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.478 ACRES, 107,943 SQUARE FEET, MORE OR LESS.

SHEET 2 OF 7  
SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION  
SEE SHEET 7 FOR TABLES



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WINTER GARDEN, FLORIDA 34787  
(407) 654-5355  
LB#8627

**SURVEYOR'S NOTES:**

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING SOUTH 00°27'12" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20200605  
DATE: 10/14/2025  
SCALE: N/A

CALC BY: DY  
DRAWN BY: KS  
CHECKED BY: DY

# SKETCH OF DESCRIPTION

NOT A SURVEY

WELLNESS WAY – UTILITY EASEMENT


**PARCEL 2**

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WELLNESS WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 6240, PAGES 1087 THROUGH 1181 WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: NORTH 74°59'44" EAST FOR A DISTANCE OF 342.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2900.00 FEET, WITH A CHORD BEARING OF NORTH 82°43'25" EAST, AND A CHORD DISTANCE OF 779.91 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°27'20" FOR A DISTANCE OF 782.28 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°32'55" EAST FOR A DISTANCE OF 1101.38 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 89°32'55" WEST FOR A DISTANCE OF 1101.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2880.00 FEET, WITH A CHORD BEARING OF SOUTH 82°43'25" WEST, AND A CHORD DISTANCE OF 774.53 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°27'20" FOR A DISTANCE OF 776.89 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 74°59'44" WEST FOR A DISTANCE OF 368.43 FEET; THENCE RUN NORTH 00°15'02" EAST FOR A DISTANCE OF 20.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF WELLNESS WAY; THENCE RUN NORTH 74°59'44" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 20.73 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.032 ACRES, 44,934 SQUARE FEET, MORE OR LESS.

SHEET 3 OF 7  
SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION  
SEE SHEET 7 FOR TABLES

 <p><b>ALLEN COMPANY</b> Founded in 1988</p> <p>SURVEYING • MAPPING GEOSPATIAL SERVICES <a href="http://www.allen-company.com">www.allen-company.com</a> 16 EAST PLANT STREET WINTER GARDEN, FLORIDA 34787 (407) 854-5355 LB#8827</p>	<b>SYMBOL AND ABBREVIATION LEGEND:</b>		
	<ul style="list-style-type: none"> <li>● CHANGE IN DIRECTION</li> <li>LB LICENSED BUSINESS</li> <li>PSM PROFESSIONAL SURVEYOR AND MAPPER</li> <li>DB DEED BOOK</li> <li>PC(S) PAGE(S)</li> </ul>	<ul style="list-style-type: none"> <li>ORB OFFICIAL RECORDS BOOK</li> <li>R/W RIGHT OF WAY</li> <li>PC POINT OF CURVATURE</li> <li>PT POINT OF TANGENCY</li> </ul>	<ul style="list-style-type: none"> <li>☉ CENTERLINE</li> <li>ID IDENTIFICATION</li> <li>PB PLAT BOOK</li> </ul>
JOB #: <u>20200605</u>	CALC BY: <u>DY</u>		
DATE: <u>10/14/2025</u>	DRAWN BY: <u>KS</u>		
SCALE: <u>N/A</u>	CHECKED BY: <u>DY</u>		

Drawing name: L:\Data\20200605\sketches\Sketch 53 3

# SKETCH OF DESCRIPTION

NOT A SURVEY

WELLNESS WAY - UTILITY EASEMENT

POINT OF COMMENCEMENT

WEST 1/4 CORNER OF SECTION 23-23-26

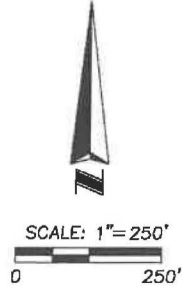
33.00' PUBLIC R/W PER ORB 97, PG 243

33.00' PUBLIC R/W PER DB 357, PG 21

FIVE MILE ROAD  
66.00' PUBLIC RIGHT OF WAY  
(BEARING BASIS)  
S00°27'12"W 1221.23'

EAST R/W LINE OF FIVE MILE ROAD  
WEST LINE OF THE SW 1/4 SECTION 23-23-26

NOT PLATTED  
PARCEL ID 26-20-27-0000-00-020



TEMPORARY CONSTRUCTION EASEMENT PER ORB 6240, PG 1087

PARCEL 1

L1

L2

L15

PC

PT

WELLNESS RIDGE  
PHASE 1-A  
PB 78, PGS 53-64

POINT OF BEGINNING  
PARCEL 1

100.00'  
100.00'

NORTHERLY R/W LINE OF WELLNESS WAY  
WELLNESS WAY  
ORB 6240, PGS 1087-1181  
NOT PLATTED

SOUTHERLY R/W LINE OF WELLNESS WAY  
PARCEL ID 26-20-27-0000-00-020  
NOT PLATTED

S89°32'44"E  
33.00'

MATCHLINE - SEE SHEET 5

SHEET 4 OF 7  
SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 7 FOR TABLES



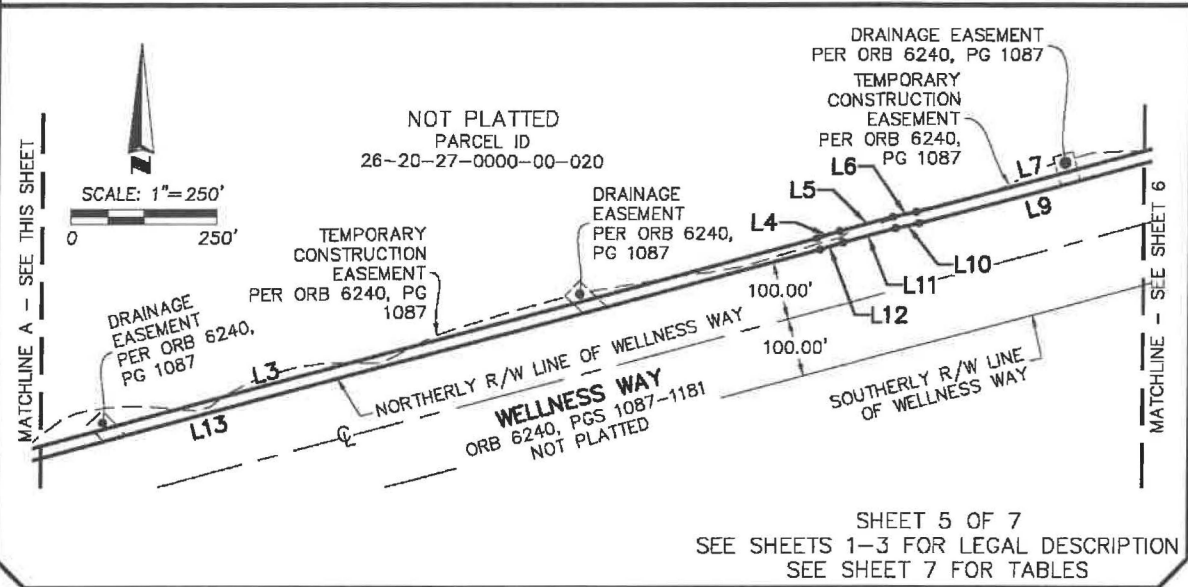
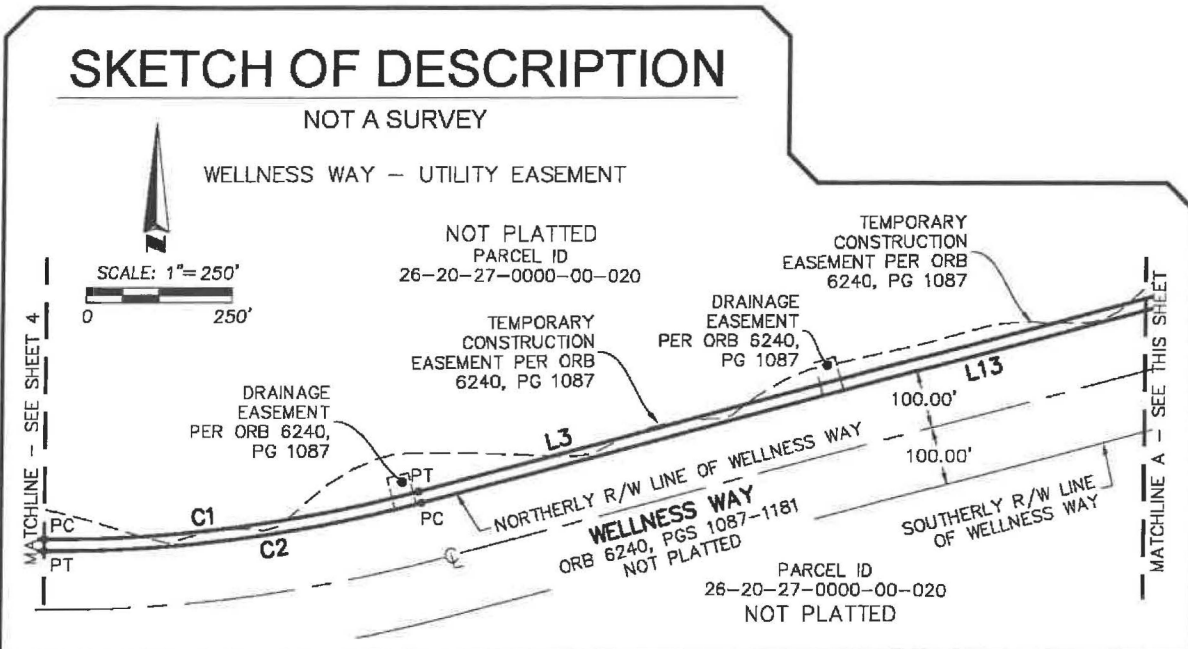
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**SYMBOL AND ABBREVIATION LEGEND:**

●	CHANGE IN DIRECTION	ORB	OFFICIAL RECORDS BOOK	⊕	CENTERLINE
LB	LICENSED BUSINESS	R/W	RIGHT OF WAY	ID	IDENTIFICATION
PSM	PROFESSIONAL SURVEYOR AND MAPPER	PC	POINT OF CURVATURE	PB	PLAT BOOK
DB	DEED BOOK	PT	POINT OF TANGENCY		
PC(S)	PAGE(S)				

JOB #: 20200605  
DATE: 10/14/2025  
SCALE: 1" = 250'

CALC BY: DY  
DRAWN BY: KS  
CHECKED BY: DY





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LB LICENSED BUSINESS	R/W RIGHT OF WAY	ID IDENTIFICATION
PSM PROFESSIONAL SURVEYOR AND MAPPER	PC POINT OF CURVATURE	PB PLAT BOOK
DB DEED BOOK	PT POINT OF TANGENCY	
PC(S) PAGE(S)		

JOB #: 20200605

DATE: 10/14/2025

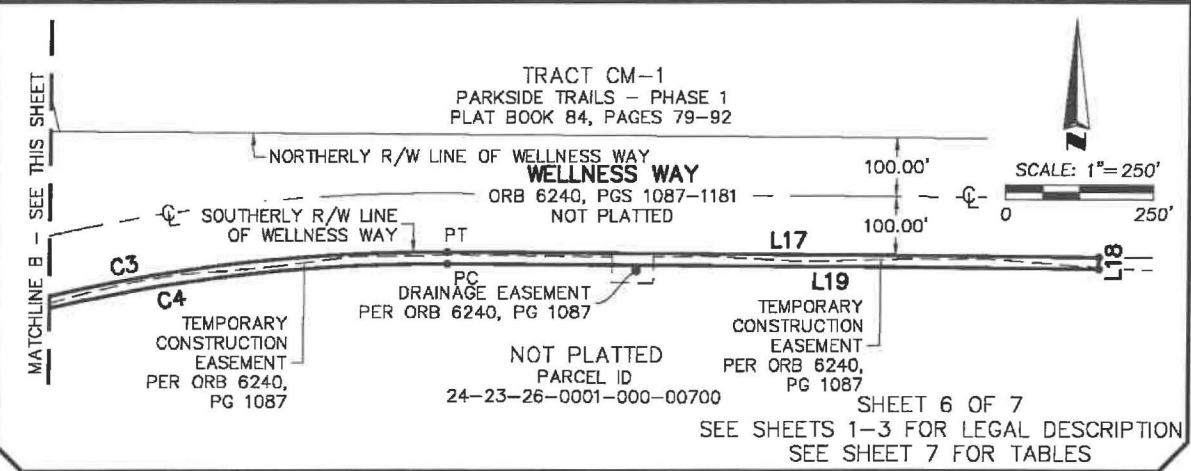
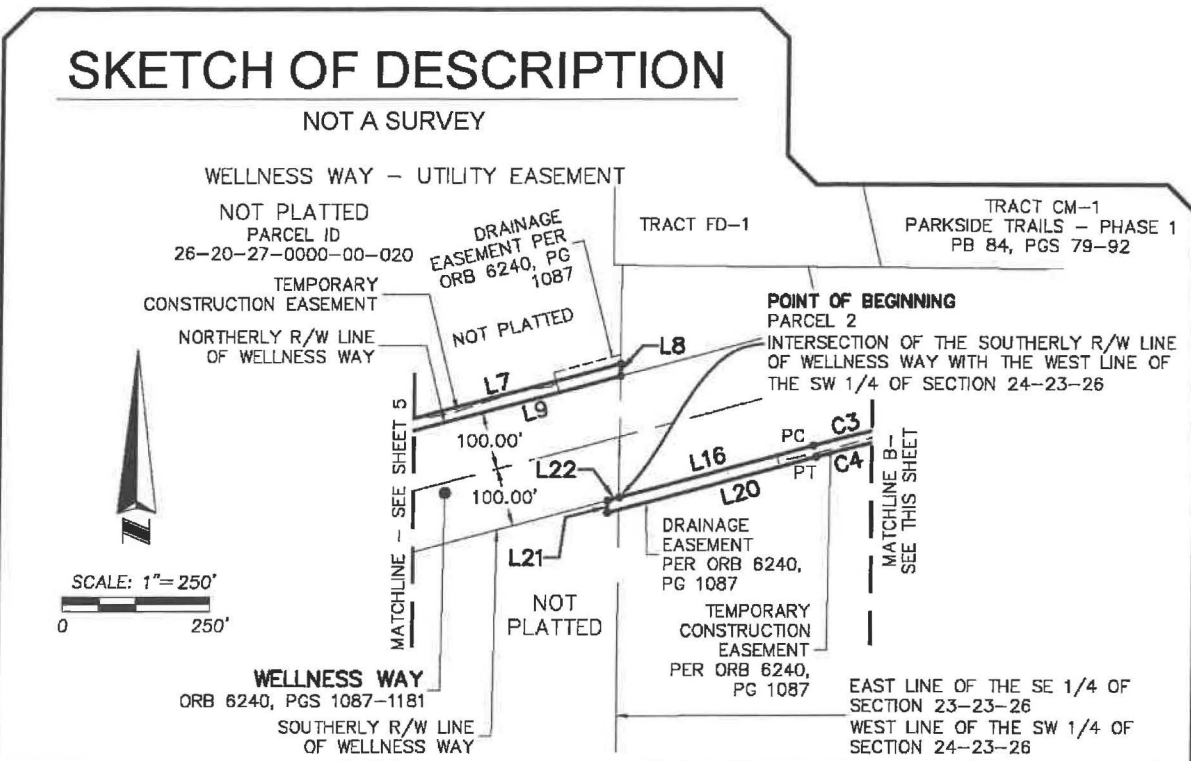
SCALE: 1" = 250'

CALC BY: DY

DRAWN BY: KS

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Drawing name: L:\Data\20200605\sketches\Sketch 53 5



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DB	DEED BOOK	PT	POINT OF TANGENCY
PC(S)	PAGE(S)	⊕	CENTERLINE
		ID	IDENTIFICATION
		PB	PLAT BOOK

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DATE: 10/14/2025	DRAWN BY: KS
SCALE: 1" = 250'	CHECKED BY: DY

Drawing name: L:\Data\20200605\sketches\Sketch 53 6

# SKETCH OF DESCRIPTION

NOT A SURVEY

WELLNESS WAY – UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°27'12"E	20.00'
L2	S89°32'44"E	1186.01'
L3	N74°59'44"E	2635.20'
L4	N72°07'50"E	40.05'
L5	N74°59'35"E	93.00'
L6	N77°52'02"E	40.05'
L7	N74°59'44"E	760.73'
L8	S00°15'02"W	20.73'
L9	S74°59'44"W	755.78'
L10	S77°52'02"W	40.05'
L11	S74°59'35"W	92.00'

LINE TABLE		
LINE	BEARING	LENGTH
L12	S72°07'50"W	40.05'
L13	S74°59'44"W	2635.70'
L15	N89°32'44"W	1186.01'
L16	N74°59'44"E	342.25'
L17	S89°32'55"E	1101.38'
L18	S00°16'00"W	20.00'
L19	N89°32'55"W	1101.44'
L20	S74°59'44"W	368.43'
L21	N00°15'02"E	20.73'
L22	N74°59'44"E	20.73'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	2380.00'	N82°43'30"E	640.19'	15°27'32"	642.14'
C2	2400.00'	S82°43'30"W	645.57'	15°27'32"	647.53'
C3	2900.00'	N82°43'25"E	779.91'	15°27'20"	782.28'
C4	2880.00'	S82°43'25"W	774.53'	15°27'20"	776.89'

SHEET 7 OF 7  
 SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION



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