



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-456, **Version:** 1

Interoffice Memorandum

DATE: March 5, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Limited Non-Exclusive License Agreement by and between The School Board of Orange County and Orange County for The Grow - School Site. District 5. **(Real Estate Management Division)**

PROJECT: The Grow - School Site

PURPOSE: To provide the School Board of Orange County access to the site to perform due diligence.

ITEM:

Limited Non-Exclusive License Agreement

Cost: Donation

Size: 13 acres

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 25 2025

THIS INSTRUMENT PREPARED BY:

Sara Solomon, 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:

17-22-32-0000-00-005

Project: The Grow – School Site

LIMITED NON-EXCLUSIVE LICENSE AGREEMENT

This Limited Non-Exclusive License Agreement (the “**License**”) is entered into as of the Effective Date (defined below) by and between **The School Board of Orange County**, a corporate body existing under the Constitution of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 (“**OCPS**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, (“**County**”) for the purposes set forth herein.

RECITALS

A. County is the fee simple owner of a certain tract of real property in Orange County, Florida, located at South Tanner Road, Orlando, Florida 32820 and bearing Orange County Property Appraiser's Parcel Number 17-22-32-0000-00-005, more specifically described in the attached **Exhibit A** (the “**Property**”).

B. County became the fee simple owner of the Property pursuant to the requirements of that certain Adequate Public Facilities Agreement for the Grow PD (a/k/a Little Pickett South) approved by the Board of County Commissioners at its September 21, 2016 meeting and recorded in the Public Records of Orange County, Florida as Document #20160548840 (the “**APF Agreement**”).

C. Pursuant to the APF Agreement, the Property is intended to be a school site and is intended to be conveyed from County to OCPS.

Project: The Grow – School Site

D. OCPS has requested a right of entry to the Property to perform its due diligence (the “**Work**” as further defined below) on the Property in accordance with the APF Agreement.

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

1. Grant. County hereby grants to OCPS, its employees, contractors, subcontractors, consultants, and agents (collectively, the “**Entrants**”) a non-exclusive license over, upon, and across the Property for the purposes stated below, all subject to the terms, conditions and limitations set forth in this License.

2. Purpose of License. The purpose of this license is as follows:

a. Allow Entrants to enter the Property with equipment as may be necessary to complete the Work.

3. The Work will consist of the following:

a. Due Diligence studies including, but not limited to, geotechnical studies, wetland delineations, surveys and/or wildlife studies.

b. Restore the Property to a safe and sanitary condition in the same or similar condition as the one existing before the Entrants use of the Property.

4. Access. Access to the Property is pursuant to a Temporary Access Easement recorded in the Public Records of Orange County, Florida as Document #20230626562 (“**Access Easement**”) attached as **Exhibit B**. OCPS agrees to provide all Entrants with a copy of the Access Easement. OCPS agrees to abide by the terms of the Access Easement.

5. Term of License.

a. Term. Unless sooner terminated, the term of this License shall begin on the Effective Date and expire upon the completion of the Work or after one (1) year from the Effective Date, whichever occurs first (the “**Term**”).

b. County’s Termination. County may terminate its interest in this License by providing written notice to Owner as provided herein.

6. Notice. The parties agree that the following are the designated persons to receive notice for purposes of this License. Any notices which may be permitted or required under this License must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

Project: The Grow – School Site

As to School:	with a copy to:
The School Board of Orange County 445 West Amelia Street Orlando, Florida	Planning and Real Estate Management Orange County Public Schools Facilities Dept. John T. Morris Facilities Complex 6501 Magic Way, Bldg. 200 Orlando, Florida 32809
As to County:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Program Manager - Development <u>Physical Address:</u> 400 E. South St., 5th Floor Orlando, Florida 32801 <u>Mailing Address:</u> P.O. Box 1393 Orlando, Florida 32802-1393	N/A

7. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's 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 License.

Each Parties' indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. 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 either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

8. **Insurance.** Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the School acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. The School agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the School shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

The School's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the School of its liability and obligations under this License.

Project: The Grow – School Site

The School shall require all contractors performing work within the Property to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

9. Miscellaneous.

a. Recitals; Exhibits. The foregoing recitals and referenced Exhibits are true and correct and are incorporated herein by reference.

b. License; No Grant of Easement. This License is intended and will be construed only as a temporary license to enter the Property for purposes of completing the Work, it is expressly stipulated that the License granted herein is for permissive use only and that any activity conducted by the Entrants within the Property pursuant to this License shall not operate to create or vest any easement, possessory interest, or other property right in County or anyone else.

c. Recording. The parties agree that this License shall not be recorded in the Public Records of Orange County, Florida.

d. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the later of: (i) the date this License is executed by Owner; or (ii) the date this License is approved and executed by the Orange County Board of County Commissioners.

e. Delegation of Authority. The Manager of the Orange County Real Estate Management Division 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 License or terminate the County's interest in this License.

f. Counterparts. This License may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

g. Entire Agreement; Modification. This License 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 License shall be of any force or effect. No amendment to this License shall be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

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SIGNATURES AND EXHIBITS TO FOLLOW

Project: The Grow – School Site

WITNESSES:

“SCHOOL BOARD”

[Signature]
Print Name: Martin Quintero
445 W. Amelia St., Orlando, Florida 32801

[Signature]
Print Name: Cynthia Gomez
445 W. Amelia St., Orlando, Florida 32801

THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA, a public corporate body organized and
existing under the constitution and laws of the State of
Florida

By: [Signature]
Teresa Jacobs, Chair

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2025, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. The individual is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that they signed the instrument voluntarily for the purpose expressed in it.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No.: HH 113736
Expires: 05/13/25

Project: The Grow – School Site

IN WITNESS WHEREOF, the parties have executed this Limited Non-Exclusive License Agreement as of the Effective Date.



COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings

for Jerry L. Demings
Orange County Mayor

Date:

03/25/2025

(mm/dd/yyyy)

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

BY:

Jennifer Lara-Klimetz
for Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SCHOOL SIGNATURES AND EXHIBITS TO FOLLOW

Project: The Grow – School Site

WITNESSES:

“SCHOOL BOARD”

[Signature]
Print Name: Marilin Currier
445 W. Amelia St., Orlando, Florida 32801

[Signature]
Print Name: Cynthia Gomez
445 W. Amelia St., Orlando, Florida 32801

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

Attest: [Signature]
Maria F. Vazquez, Ed. D.
as Superintendent

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by Maria F. Vazquez, Ed. D., as Superintendent of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. The individual is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that they signed the instrument voluntarily for the purpose expressed in it.

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

Reviewed and approved by Orange County
Public School’s Chief Facilities Officer

[Signature]
Rory A. Salimbene
Chief Facilities Officer

Date: April 7, 2025

Approved as to form and legality by legal counsel
to The School Board of Orange County, Florida,
exclusively for its use and reliance.

[Signature]
Jad Brewer
Staff Attorney III, Planning and Real Estate

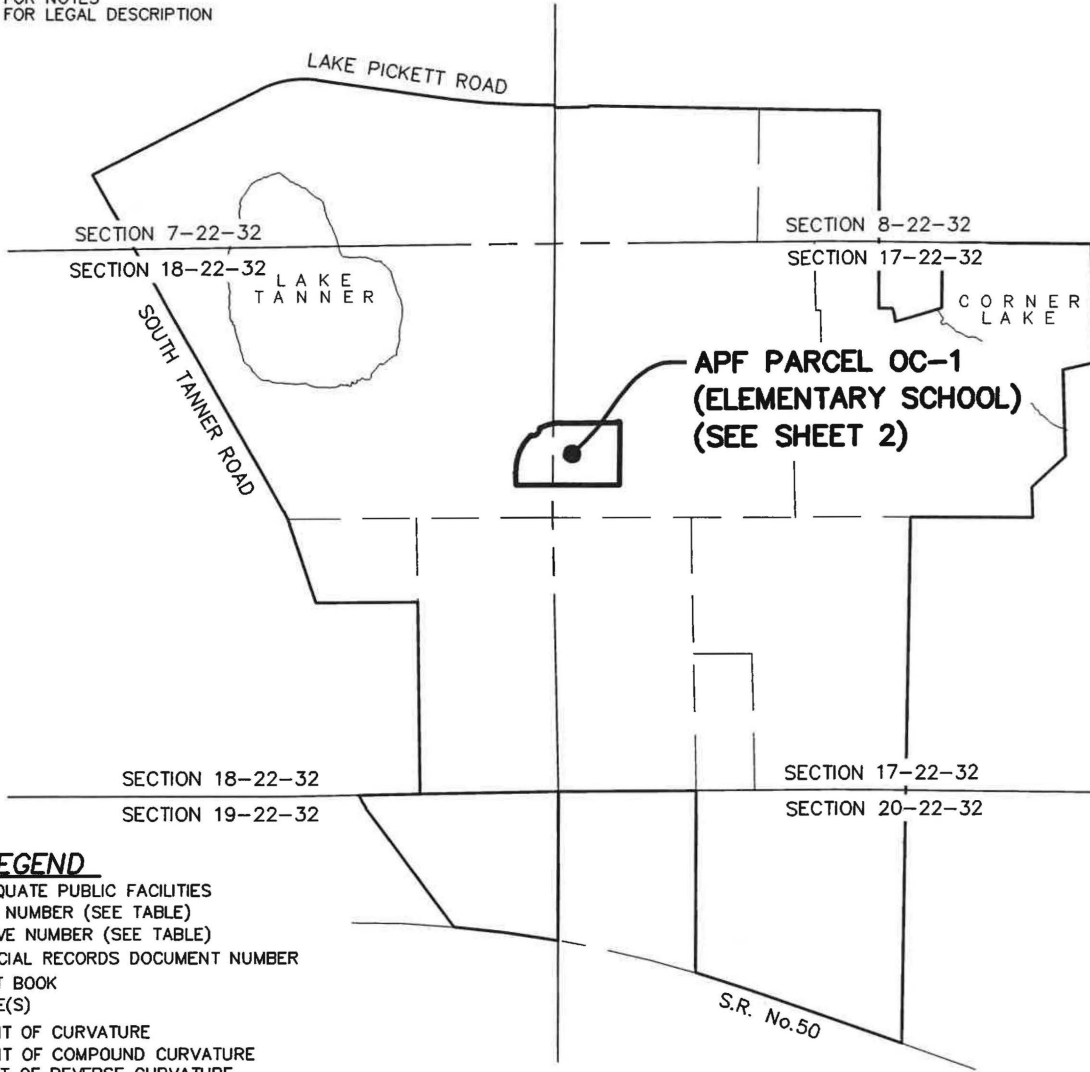
Date: April 7, 2025

Exhibit A

SKETCH OF DESCRIPTION

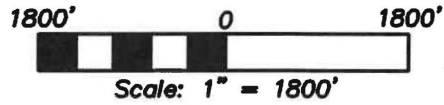
KEY MAP

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR LINE AND CURVE TABLES
 SEE SHEET 4 FOR NOTES
 SEE SHEET 5 FOR LEGAL DESCRIPTION



LEGEND

- APF ADEQUATE PUBLIC FACILITIES
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- DOC# OFFICIAL RECORDS DOCUMENT NUMBER
- PB PLAT BOOK
- PG(S) PAGE(S)
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- ORB OFFICIAL RECORDS BOOK
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD
- SECTION 17-22-32 SECTION, TOWNSHIP, RANGE



PREPARED FOR:

PULTE HOME CORPORATION

THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DATE	BY	DESCRIPTION
9/6/23	PH	ADDRESSED COUNTY COMMENTS
REVISIONS		



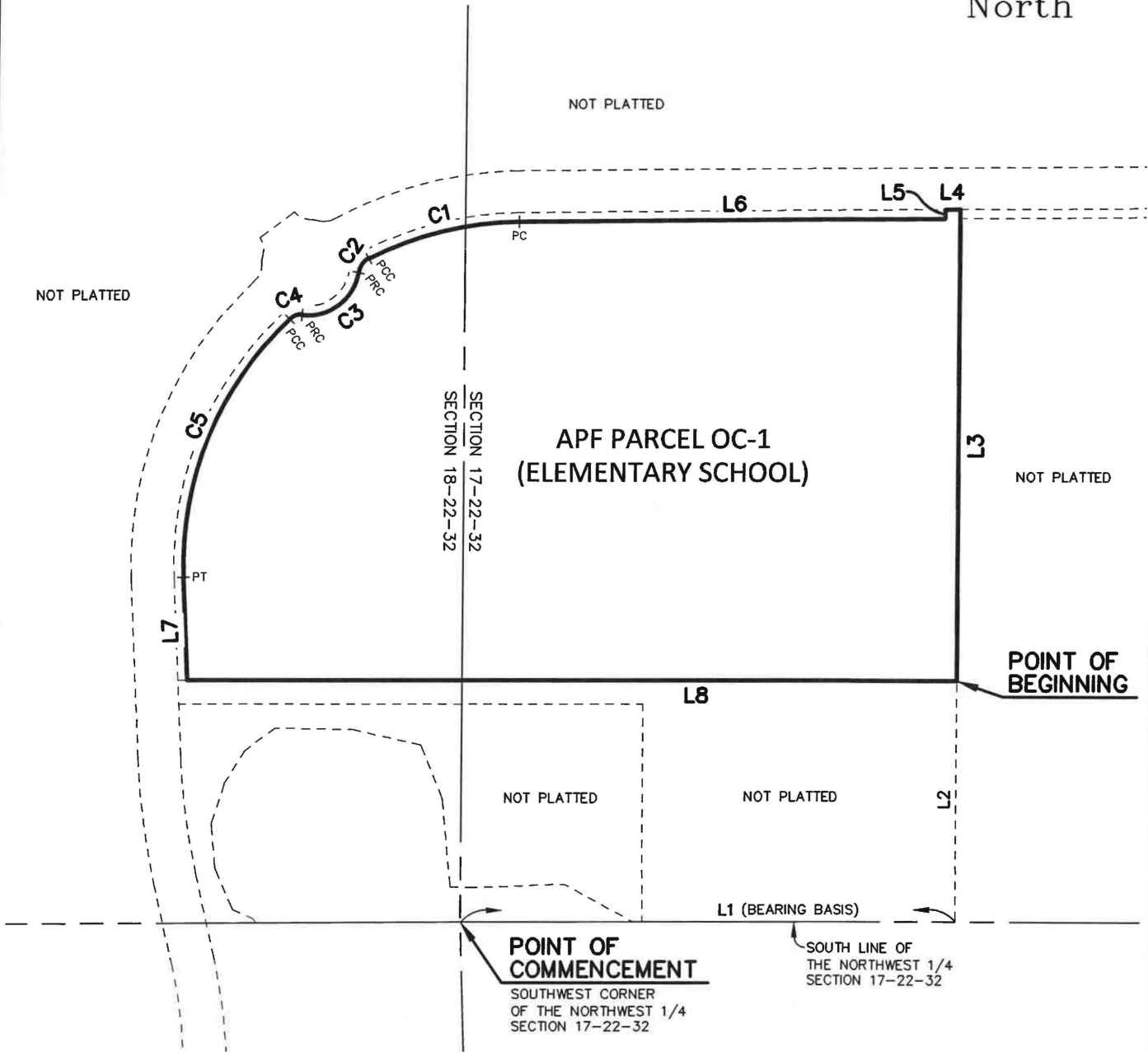
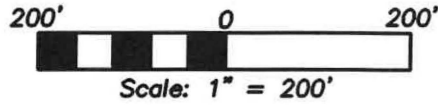
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68
Robert T Sears Digitally signed by Robert T Sears
 Date: 2023.09.07 14:37:13 -04'00'
 Robert "Tyler" Sears September 06, 2023
 Florida Professional Surveyor and Mapper
 Certificate No. 6950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),
 OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND
 MAPPER.

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO. 23578.006	SCALE 1"=1800'	SHEET <u>1</u> OF <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
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 SEE SHEET 3 FOR LINE AND CURVE TABLES
 SEE SHEET 4 FOR NOTES
 SEE SHEET 5 FOR LEGAL DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
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 SEE SHEET 3 FOR LINE AND CURVE TABLES
 SEE SHEET 4 FOR NOTES
 SEE SHEET 5 FOR LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°54'55"E	648.71'
L2	N00°05'19"W	317.53'
L3	N00°05'19"W	618.95'
L4	S89°29'52"W	20.00'
L5	S00°05'19"E	12.00'
L6	S89°29'52"W	556.79'
L7	S02°38'42"E	135.38'
L8	N89°59'35"E	1007.08'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	446.50'	26°22'32"	205.54'	203.73'	S76°18'36"W
C2	25.50'	54°27'23"	24.24'	23.33'	S35°53'38"W
C3	66.00'	87°29'24"	100.78'	91.27'	S52°24'39"W
C4	20.00'	49°49'29"	17.39'	16.85'	S71°14'36"W
C5	440.00'	48°58'33"	376.11'	364.76'	S21°50'35"W



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR LINE AND CURVE TABLES
 SEE SHEET 4 FOR NOTES
 SEE SHEET 5 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>4</u> OF <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP AND LEGEND
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DESCRIPTION: (Prepared by Donald W. McIntosh Associates, Inc.)

That part of Sections 17 and 18, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 17; thence N89°54'55"E along the South line of said Northwest 1/4 for a distance of 648.71 feet; thence departing said South line run N00°05'19"W, 317.53 feet to the POINT OF BEGINNING; thence N00°05'19"W, 618.95 feet; thence S89°29'52"W, 20.00 feet; thence S00°05'19"E, 12.00 feet; thence S89°29'52"W, 556.79 feet to the point of curvature of a curve concave Southerly having a radius of 446.50 feet and a chord bearing of S76°18'36"W; thence Westerly along the arc of said curve through a central angle of 26°22'32" for a distance of 205.54 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 25.50 feet and a chord bearing of S35°53'38"W; thence Southwesterly along the arc of said curve through a central angle of 54°27'23" for a distance of 24.24 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 66.00 feet and a chord bearing of S52°24'39"W; thence Southwesterly along the arc of said curve through a central angle of 87°29'24" for a distance of 100.78 feet to the point of reverse curvature of a curve concave Southerly having a radius of 20.00 feet and a chord bearing of S71°14'36"W; thence Westerly along the arc of said curve through a central angle of 49°49'29" for a distance of 17.39 feet to the point of compound curvature of a curve concave Easterly having a radius of 440.00 feet and a chord bearing of S21°50'35"W; thence Southerly along the arc of said curve through a central angle of 48°58'33" for a distance of 376.11 feet to the point of tangency; thence S02°38'42"E, 135.38 feet; thence N89°59'35"E, 1007.08 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 13.00 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB65

PREPARED FOR:

PULTE HOME CORPORATION
 THE GROW
 APF PARCEL OC-1 (ELEMENTARY SCHOOL)

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>5</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>5</u>

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

DOC# 20230626562
10/27/2023 03:44:14 PM Page 1 of 21
Rec Fee: \$180.00
Deed Doc Tax: \$0.70
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY REAL ESTATE

THIS IS A DONATION

Project: The Grow PD (APF Agreement)

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

TEMPORARY ACCESS EASEMENT

THIS INDENTURE made as of the date signed below, between Banksville of Florida, Inc., a Florida corporation, whose address is 2665 South Bayshore Drive, Suite 220-81, Miami, Florida, 33133 and American Land Investments of Orange County, LLC, a Florida limited liability company, whose address is 7575 Dr. Phillips Boulevard, Suite 265, Orlando, Florida 32819, collectively, GRANTORS, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, that the GRANTORS for and in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE the receipt of which is hereby acknowledged, do hereby give and grant to the GRANTEE and its successors, a permanent non-exclusive easement for access purposes, with full authority to enter upon, inspect, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an access roadway to provide access to the adjacent property over and upon the following lands situate in Orange County aforesaid, to wit: as described in).

SEE ATTACHED SCHEDULE "A" ("Easement Area")

**Property Appraiser's Parcel Identification Numbers:
portions of :**

**20-22-32-0000-00-002 and 17-22-32-0000-00-002 as to the interest of American Land Investments of Orange County, LLC
and 18-22-32-0000-00-001 as to the interests of Banksville of Florida, Inc.**

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever; provided, however, the easement hereby granted shall automatically terminate, without the necessity of the GRANTOR undertaking vacation proceedings or obtaining any release from the GRANTEE, at such time as GRANTOR or its successors or assigns shall cause the property over which the easement passes to be included in a subdivision plat recorded among the public records of Orange County, Florida. Additionally, this EASEMENT shall automatically terminate as to any portions of the Easement Area that are not included in any such dedication, but only as and to the extent that such portion of the Easement Area is a remnant parcel, and not necessary for the continuous connection of the Easement Area and/or dedicated portions to the properties benefitted by this Easement.

THE GRANTEE, its successors, and its assigns shall have the right to clear and keep clear all trees, undergrowth, buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, and other impediments, which, in the opinion of GRANTEE, may

Project: The Grow PD (APF Agreement)

endanger or interfere with the safe and efficient inspection, construction, operation, maintenance within the Easement Area. GRANTEE shall (i) be responsible, at its sole cost and expense, for maintenance, repair or replacement of any roadway and related improvements constructed by GRANTEE pursuant to this EASEMENT, (ii) except for the presence of the roadway improvements permitted to be constructed by GRANTEE hereunder, restore the Easement Area and any adjacent property of GRANTORS to the condition existing prior to any construction, maintenance, repair and replacement work pursuant to this EASEMENT and (iii) provide advance written notice to GRANTORS of its intention to enter upon the Easement Area to exercise its rights hereunder. At all times during construction the GRANTEE will maintain access to the GRANTORS' remaining lands.

NO ADDITIONAL buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, or impediments shall be located, constructed, excavated, or created within the Easement Area by GRANTORS, its heirs, successors, and assigns.

THIS EASEMENT is for the purposes noted herein and except as noted herein does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

Notwithstanding anything in the provisions of this EASEMENT to the contrary, GRANTORS shall have the right and power to reconfigure any portion of the Easement Area, or relocate the Easement Area as necessary in connection with its final engineering and permitting efforts associated with GRANTORS adjacent properties; provided, however, that no such reconfiguration or relocation may have any materially adverse effect on GRANTEE, and in the event of such an adverse effect on GRANTEE, GRANTORS must obtain the consent or approval of GRANTEE prior to making such reconfiguration or relocation. GRANTORS shall be obligated to design, engineer and obtain all necessary permits or approvals for such reconfiguration or relocation and to pay all costs incurred in connection therewith. In order to effectuate such reconfiguration or relocation, GRANTOR and GRANTEE shall enter into and execute a formal amendment to this Easement which sets forth in detail the legal description of such reconfigured or relocated portion of the Easement Area and said amendment shall be recorded in the Public Records of Orange County, Florida at Grantor's expense.

EACH PARTY AGREES to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's 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. The County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. 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 either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agent

Notwithstanding anything to the contrary, or seemingly to the contrary, in this EASEMENT, neither Banksville of Florida, Inc. nor American Land Investments of Orange County, LLC shall have any responsibility or liability for the actions or failures to act of the other under this EASEMENT, including, without limitation, for the other party's failure of compliance with any of the covenants, easements or restrictions contained within this EASEMENT.

GRANTORS and GRANTEE 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 Easement, or the breach, enforcement, or interpretation of this Easement, 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

Project: The Grow PD (APF Agreement)

proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Easement 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 EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

TO HAVE AND TO HOLD the said access easement unto the GRANTEE and its successors for the purposes aforesaid.

SIGNATURES APPEAR ON FOLLOWING PAGES

Project: The Grow PD (APF Agreement)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Banksville of Florida, Inc., a Florida corporation

Witness

BY:

David Martinez
President

Sofia del Rivero
Printed Name

Witness

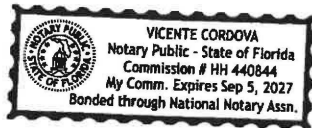
Kamir Lavin
Printed Name

(Signature of TWO witnesses required by Florida Law)

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of October, 2023, by David Martinez, as President, of Banksville of Florida, Inc., a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced FL DL as identification.

(Notary Seal)



Notary Signature

Vicente Cordova
Printed Notary Name

Notary Public in and for the State of Florida
County and State aforesaid County of Miami-Dade

My commission expires: September 5, 2027

SIGNATURE APPEARS ON FOLLOWING PAGE

Project: The Grow PD (APF Agreement)

Signed, and sealed and delivered in the presence of:

Pauline D. McNally
Witness

Pauline D. McNally
Print Name

Taylor Smith
Witness

Taylor Smith
Print Name

American Land Investments of Orange County, LLC, a Florida limited liability company

By: American Land Investments of Central Florida, LLC, a Florida limited liability company its Managing Member

By: Obatrust, LLC, a Florida limited liability company, Managing Member

By: Dwight Saathoff
Dwight Saathoff
Managing Member

(Signature of TWO witnesses required by Florida Law)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th of SEPTEMBER 2023, by Dwight Saathoff, as Managing Member of Obatrust, LLC, a Florida limited liability company, as Managing Member of American Land Investments of Central Florida, LLC, a Florida limited liability company, as Managing Member of American Land Investments of Orange County, LLC, a Florida limited liability company, on behalf of the company. The individual is personally known to me or has produced: _____ as identification.

(Notary Seal)



A. Jessalyn Anderson
Notary Signature
A. JESSALYN ANDERSON
Printed Notary Name

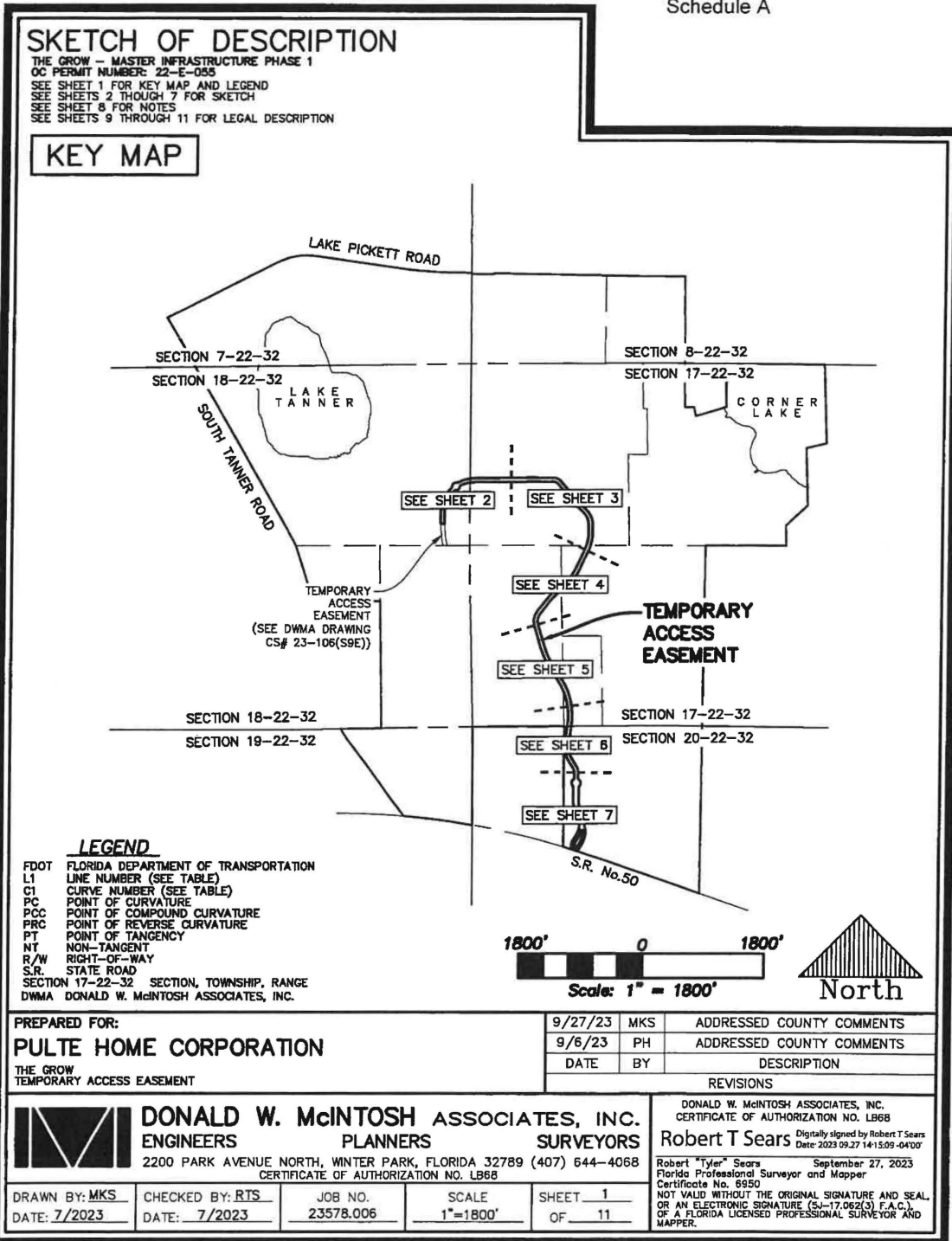
Notary Public in and for the
County and State aforesaid
My commission expires: 2/4/2026

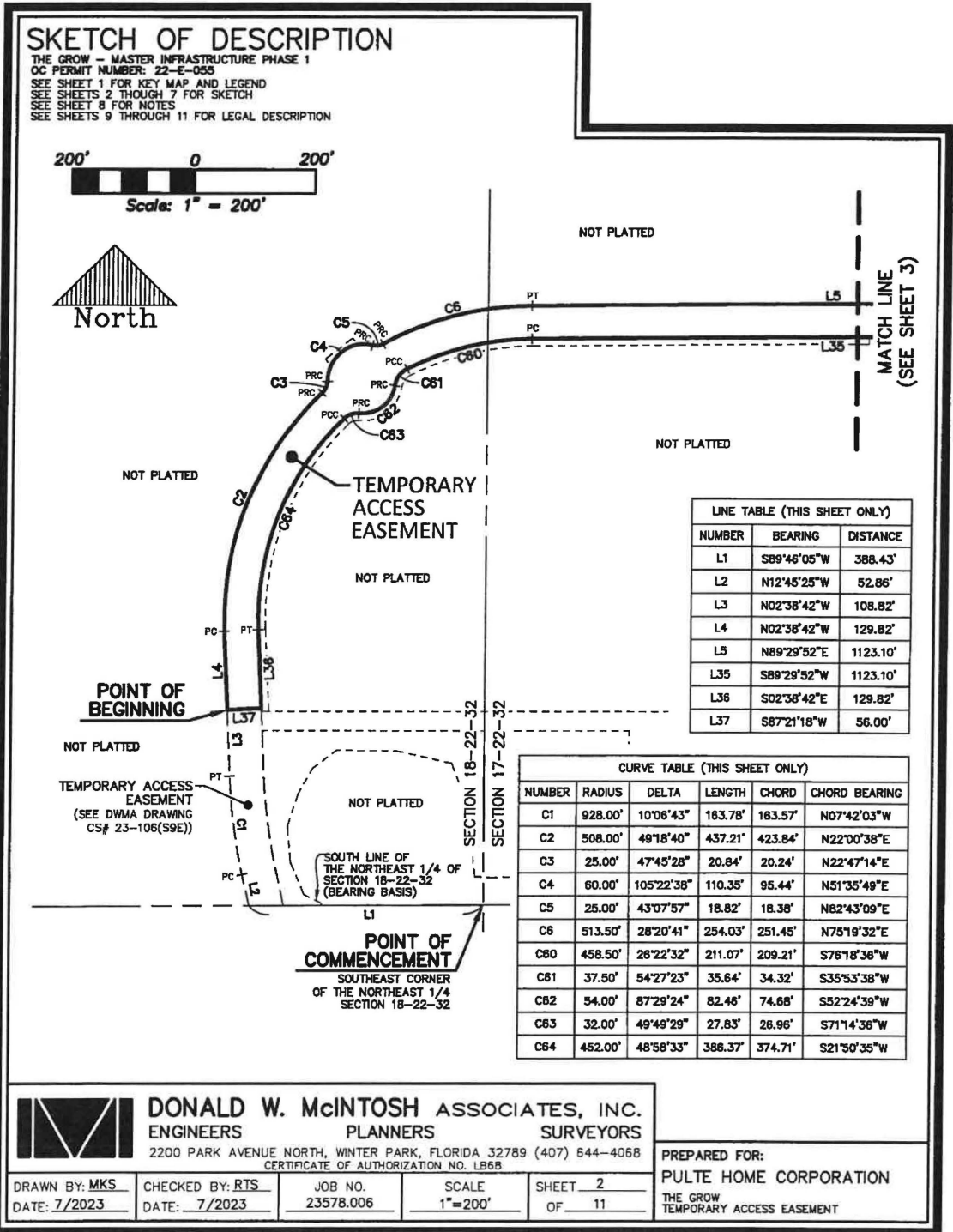
This instrument prepared by:
Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

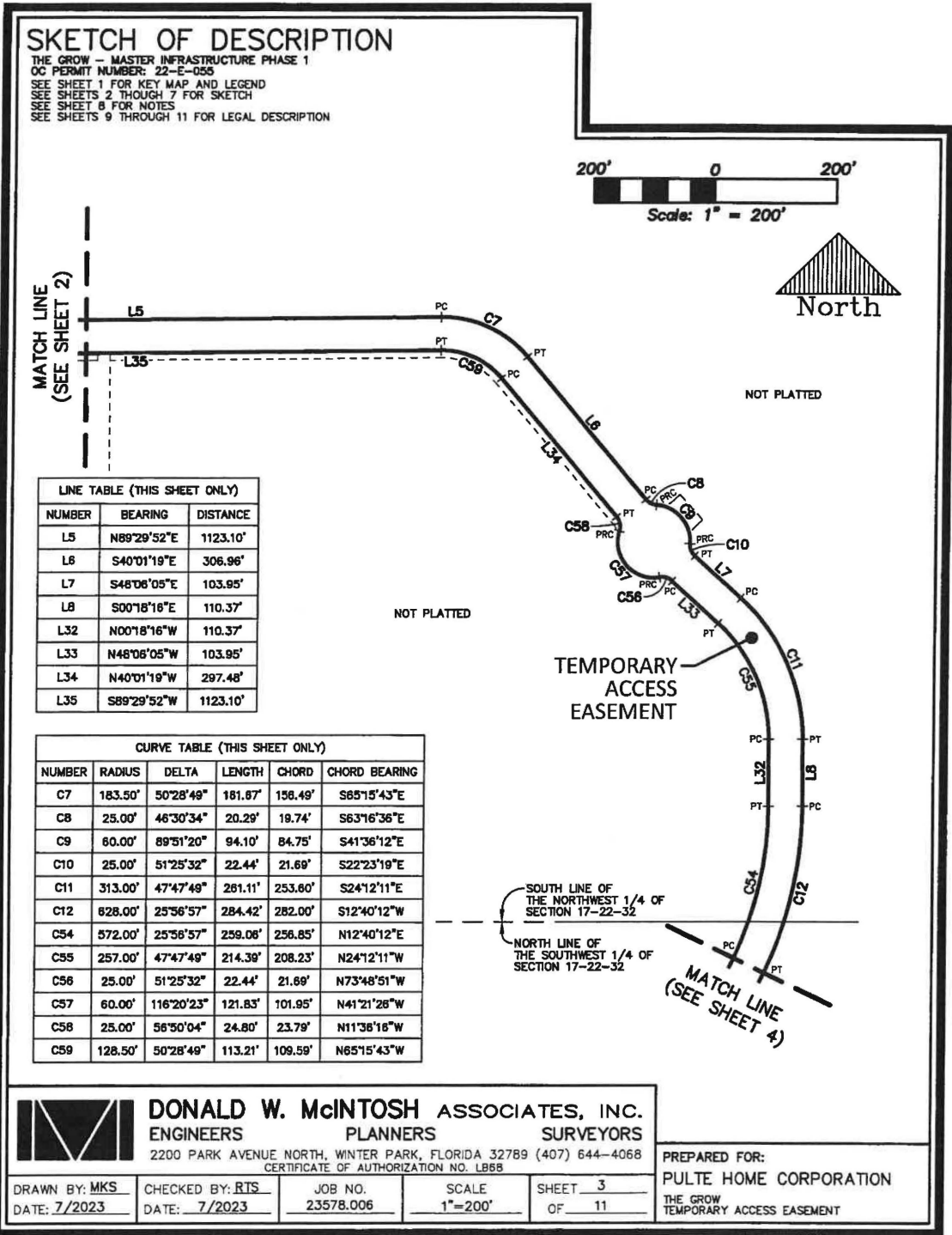
Project: The Grow PD (APF Agreement)

Schedule "A"
("Easement Area")

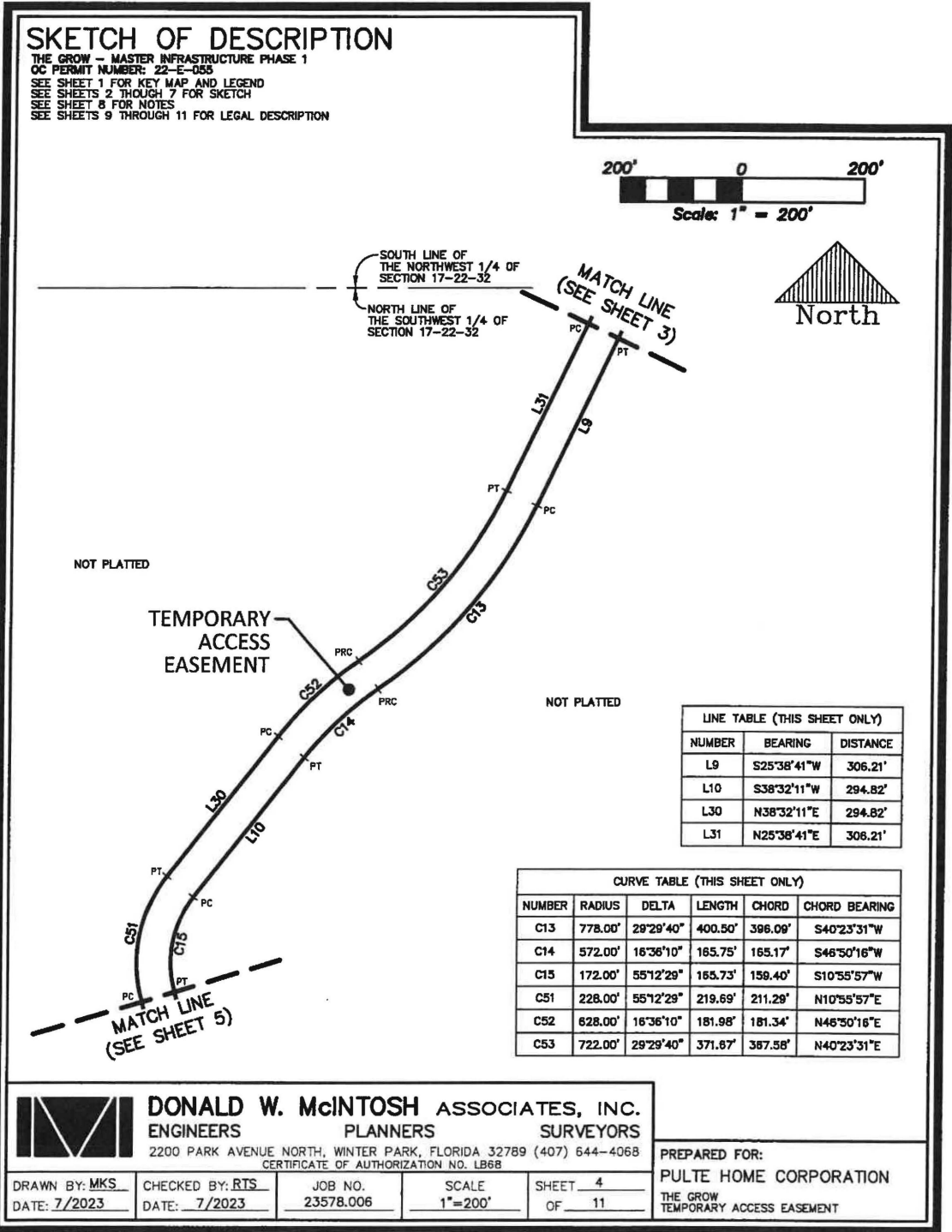
Schedule A







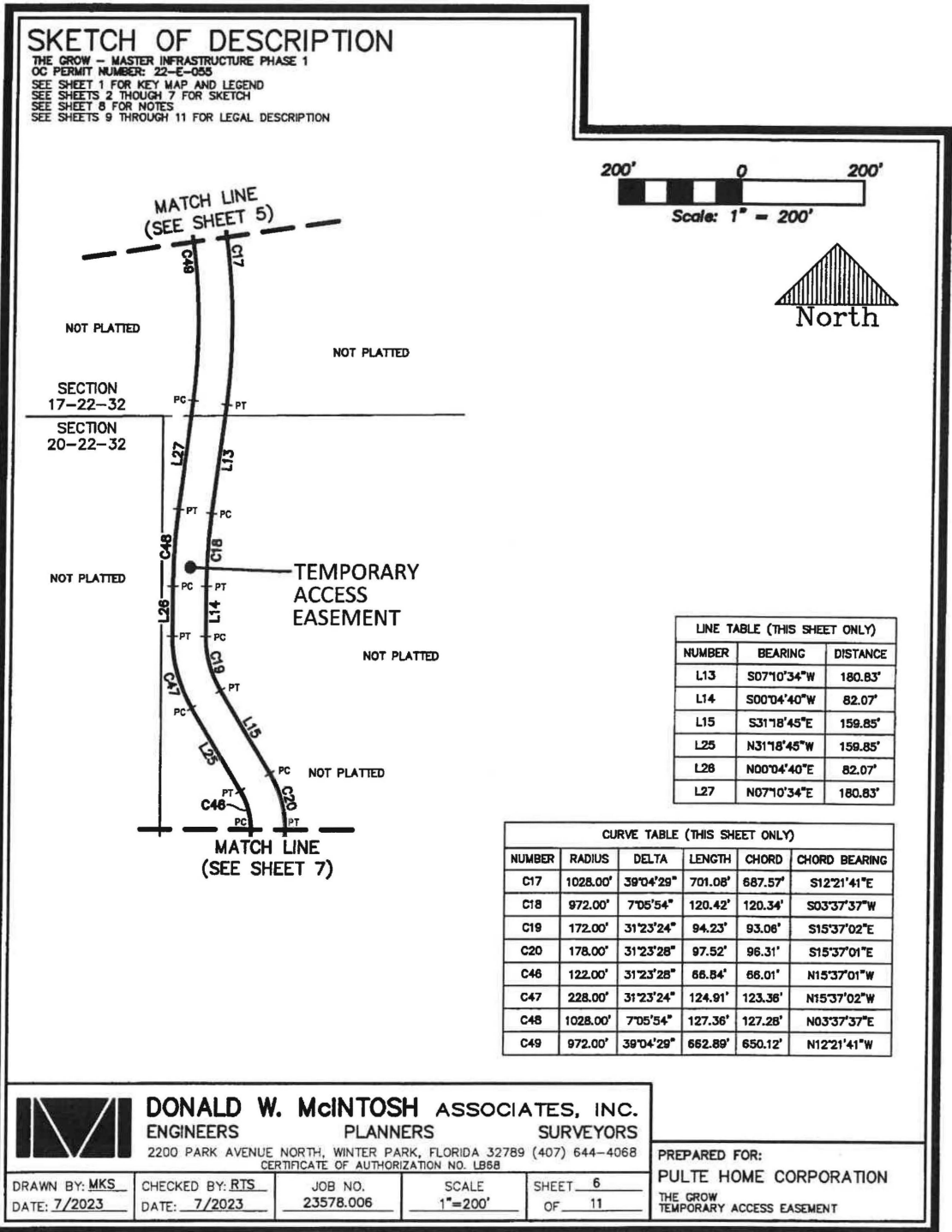
	DONALD W. McINTOSH ASSOCIATES, INC.			PREPARED FOR: PULTE HOME CORPORATION THE GROW TEMPORARY ACCESS EASEMENT
	ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB55			
DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>3</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

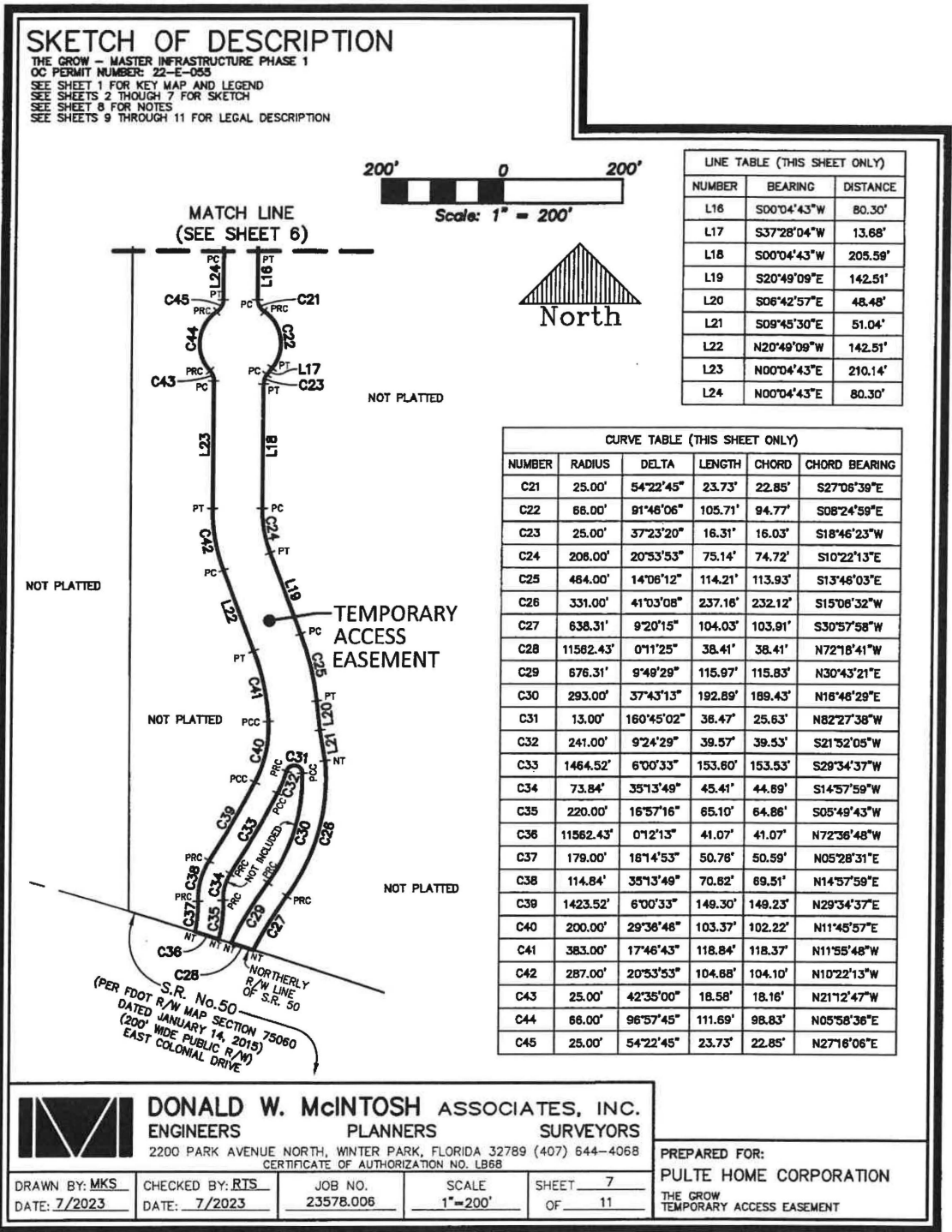
DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>		SHEET <u>4</u> OF <u>11</u>



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB58

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>1"=200'</u>	SHEET <u>6</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>



SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

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

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>B</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 DC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
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 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

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

DESCRIPTION:

That part of Sections 17, 18 and 20, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18; thence S89°46'05"W along the South line of said Northeast 1/4 for a distance of 388.43 feet; thence departing said South line run N12°45'25"W, 52.86 feet to the point of curvature of a curve concave Easterly having a radius of 928.00 feet and a chord bearing of N07°42'03"W; thence Northerly along the arc of said curve through a central angle of 10°06'43" for a distance of 163.78 feet to the point of tangency; thence N02°38'42"W, 108.82 feet to the POINT OF BEGINNING; thence continue N02°38'42"W, 129.82 feet to the point of curvature of a curve concave Easterly having a radius of 508.00 feet and a chord bearing of N22°00'38"E; thence Northerly along the arc of said curve through a central angle of 49°18'40" for a distance of 437.21 feet to the point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N22°47'14"E; thence Northeasterly along the arc of said curve through a central angle of 47°45'28" for a distance of 20.84 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 60.00 feet and a chord bearing of N51°35'49"E; thence Northeasterly along the arc of said curve through a central angle of 105°22'38" for a distance of 110.35 feet to the point of reverse curvature of a curve concave Northerly having a radius of 25.00 feet and a chord bearing of N82°43'09"E; thence Easterly along the arc of said curve through a central angle of 43°07'57" for a distance of 18.82 feet to the point of reverse curvature of a curve concave Southerly having a radius of 513.50 feet and a chord bearing of N75°19'32"E; thence Easterly along the arc of said curve through a central angle of 28°20'41" for a distance of 254.03 feet to the point of tangency; thence N89°29'52"E, 1123.10 feet to the point of curvature of a curve concave Southwesterly having a radius of 183.50 feet and a chord bearing of S65°15'43"E; thence Southeasterly along the arc of said curve through a central angle of 50°28'49" for a distance of 161.67 feet to the point of tangency; thence S40°01'19"E, 306.96 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S63°16'36"E; thence Southeasterly along the arc of said curve through a central angle of 46°30'34" for a distance of 20.29 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 60.00 feet and a chord bearing of S41°36'12"E; thence Southeasterly along the arc of said curve through a central angle of 89°51'20" for a distance of 94.10 feet to the point of reverse curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of S22°23'19"E; thence Southeasterly along the arc of said curve through a central angle of 51°25'32" for a distance of 22.44 feet to the point of tangency; thence S48°06'05"E, 103.95 feet to the point of curvature of a curve concave Southwesterly having a radius of 313.00 feet and a chord bearing of S24°12'11"E; thence Southeasterly along the arc of said curve through a central angle of 47°47'49" for a distance of 261.11 feet to the point of tangency; thence S00°18'16"E, 110.37 feet to the point of curvature of a curve concave Westerly having a radius of 628.00 feet and a chord bearing of S12°40'12"W; thence Southerly along the arc of said curve through a central angle of 25°56'57" for a distance of 284.42 feet to the point of tangency; thence S25°38'41"W, 306.21 feet to the point of curvature of a curve concave Northwesterly having a radius of 778.00 feet and a chord bearing of S40°23'31"W; thence Southwesterly along the arc of said curve through a central angle of 29°29'40" for a distance of 400.50 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 572.00 feet and a chord bearing of S46°50'16"W; thence Southwesterly along the arc of said curve through a central angle of 16°36'10" for a distance of 165.75 feet to the point of tangency; thence S38°32'11"W, 294.82 feet to the point of curvature of a curve concave Easterly having a radius of 172.00 feet and a chord bearing of S10°55'57"W; thence Southerly along the arc of said curve through a central angle of 55°12'29" for a distance of 165.73 feet to the point of tangency; thence S16°40'18"E, 347.58 feet to the point of curvature of a curve concave Northeasterly having a radius of 972.00 feet and a chord bearing of S24°17'07"E; thence Southeasterly along the arc of said curve through a central angle of 15°13'37" for a distance of 258.32 feet to the point of tangency; thence S31°53'55"E, 277.63 feet to the point of curvature of a curve concave Westerly having a radius of 1028.00 feet and a chord bearing of S12°21'41"E; thence Southerly along the arc of said curve through a central angle of 39°04'29" for a distance of 701.08 feet to the point of tangency; thence S07°10'34"W, 180.83 feet to the point of curvature of a curve concave Easterly having a radius of 972.00 feet and a chord bearing of S03°37'37"W; thence Southerly along the arc of said curve through a central angle of 07°05'54" for a distance of 120.42 feet to the point of tangency; thence S00°04'40"W, 82.07 feet to the point of curvature of a curve concave Easterly having a radius of 172.00 feet and a chord bearing of S15°37'02"E; thence Southerly along the arc of said curve through a central angle of 31°23'24" for a distance of 94.23 feet to the point of tangency; thence S31°18'45"E, 159.85 feet to the point of curvature of a curve concave Westerly having a radius of 178.00 feet and a chord bearing of S15°37'01"E; thence Southerly

(SEE SHEET 10 FOR CONTINUATION)



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME CORPORATION
 THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>9</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 DG PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
 SEE SHEET 8 FOR NOTES
 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

(CONTINUED FROM SHEET 9)

along the arc of said curve through a central angle of 31°23'28" for a distance of 97.52 feet to the point of tangency; thence S00°04'43"W, 80.30 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of S27°06'39"E; thence Southeasterly along the arc of said curve through a central angle of 54°22'45" for a distance of 23.73 feet to the point of reverse curvature of a curve concave Westerly having a radius of 66.00 feet and a chord bearing of S08°24'59"E; thence Southerly along the arc of said curve through a central angle of 91°46'06" for a distance of 105.71 feet to the point of tangency; thence S37°28'04"W, 13.68 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of S18°46'23"W; thence Southerly along the arc of said curve through a central angle of 37°23'20" for a distance of 16.31 feet to the point of tangency; thence S00°04'43"W, 205.59 feet to the point of curvature of a curve concave Easterly having a radius of 206.00 feet and a chord bearing of S10°22'13"E; thence Southerly along the arc of said curve through a central angle of 20°53'53" for a distance of 75.14 feet to the point of tangency; thence S20°49'09"E, 142.51 feet to the point of curvature of a curve concave Westerly having a radius of 464.00 feet and a chord bearing of S13°46'03"E; thence Southerly along the arc of said curve through a central angle of 14°06'12" for a distance of 114.21 feet to the point of tangency; thence S06°42'57"E, 48.48 feet; thence S09°45'30"E, 51.04 feet to a non-tangent curve concave Westerly having a radius of 331.00 feet and a chord bearing of S15°06'32"W; thence Southerly along the arc of said curve through a central angle of 41°03'08" for a distance of 237.16 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 638.31 feet and a chord bearing of S30°57'58"W; thence Southwesterly along the arc of said curve through a central angle of 09°20'15" for a distance of 104.03 feet to the Northerly right-of-way line of State Road No. 50, according to the Florida Department of Transportation right-of-way map for State Road No. 50, Section 75060, and a non-tangent curve concave Southerly having a radius of 11562.43 feet and a chord bearing of N72°18'41"W; thence Westerly along said Northerly right-of-way line and the arc of said curve through a central angle of 00°11'25" for a distance of 38.41 feet to a non-tangent curve concave Southeasterly having a radius of 676.31 feet and a chord bearing of N30°43'21"E; thence departing said Northerly right-of-way line run Northeasterly along the arc of said curve through a central angle of 09°49'29" for a distance of 115.97 feet to the point of reverse curvature of a curve concave Westerly having a radius of 293.00 feet and a chord bearing of N16°46'29"E; thence Northerly along the arc of said curve through a central angle of 37°43'13" for a distance of 192.89 feet to the point of compound curvature of a curve concave Southerly having a radius of 13.00 feet and a chord bearing of N82°27'38"W; thence Westerly along the arc of said curve through a central angle of 160°45'02" for a distance of 36.47 feet to the point of reverse curvature of a curve concave Westerly having a radius of 241.00 feet and a chord bearing of S21°52'05"W; thence Southerly along the arc of said curve through a central angle of 09°24'29" for a distance of 39.57 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 1464.52 feet and a chord bearing of S29°34'37"W; thence Southwesterly along the arc of said curve through a central angle of 06°00'33" for a distance of 153.60 feet to the point of reverse curvature of a curve concave Easterly having a radius of 73.84 feet and a chord bearing of S14°57'59"W; thence Southerly along the arc of said curve through a central angle of 35°13'49" for a distance of 45.41 feet to the point of reverse curvature of a curve concave Westerly having a radius of 220.00 feet and a chord bearing of S05°49'43"W; thence Southerly along the arc of said curve through a central angle of 16°57'16" for a distance of 65.10 feet to the aforesaid Northerly right-of-way line of State Road No. 50 and a non-tangent curve concave Southerly having a radius of 11562.43 feet and a chord bearing of N72°36'48"W; thence Westerly along said Northerly right-of-way line and the arc of said curve through a central angle of 00°12'13" for a distance of 41.07 feet to a non-tangent curve concave Westerly having a radius of 179.00 feet and a chord bearing of N05°28'31"E; thence departing said Northerly right-of-way line run Northerly along the arc of said curve through a central angle of 16°14'53" for a distance of 50.76 feet to the point of reverse curvature of a curve concave Easterly having a radius of 114.84 feet and a chord bearing of N14°57'59"E; thence Northerly along the arc of said curve through a central angle of 35°13'49" for a distance of 70.62 feet to the point reverse curvature of a curve concave Northwesterly having a radius of 1423.52 feet and a chord bearing of N29°34'37"E; thence Northeasterly along the arc of said curve through a central angle of 06°00'33" for a distance of 149.30 feet to the point of compound curvature of a curve concave Westerly having a radius of 200.00 feet and a chord bearing of N11°45'57"E; thence Northerly along the arc of said curve through a central angle of 29°36'46" for a distance of 103.37 feet to the point of compound curvature of a curve concave Westerly having a radius of 383.00 feet and a chord bearing of N11°55'48"W; thence Northerly along the arc of said curve through a central angle of 17°46'43" for a distance of 118.84 feet to the point of tangency; thence N20°49'09"W, 142.51 feet to the point of curvature of a curve concave Easterly having a radius of 287.00 feet and a chord bearing of N10°22'13"W; thence Northerly along the arc of said curve through a central angle of 20°53'53" for a distance of 104.68 feet to the point of tangency; thence N00°04'43"E, 210.14 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N21°12'47"W; thence Northerly along the arc of said curve through a central angle of 42°35'00" for a distance of 18.58 feet to the point of reverse curvature of a curve concave Easterly having a radius of 66.00 feet and a chord bearing of N05°58'36"E; thence Northerly along the arc of said curve through a central angle of 96°57'45" for a distance

(SEE SHEET 11 FOR CONTINUATION)



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB65

PREPARED FOR:
 PULTE HOME CORPORATION

DRAWN BY: MKS	CHECKED BY: RTS	JOB NO.	SCALE	SHEET
DATE: 7/2023	DATE: 7/2023	23578.006	N/A	10
				OF 11

THE GROW
 TEMPORARY ACCESS EASEMENT

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-055
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEETS 2 THROUGH 7 FOR SKETCH
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 SEE SHEETS 9 THROUGH 11 FOR LEGAL DESCRIPTION

(CONTINUED FROM SHEET 10)

of 111.69 feet to the point of reverse curvature of a curve concave Northwesternly having a radius of 25.00 feet and a chord bearing of N27°16'06"E; thence Northeastly along the arc of said curve through a central angle of 54°22'45" for a distance of 23.73 feet to the point of tangency; thence N00°04'43"E, 80.30 feet to the point of curvature of a curve concave Westerly having a radius of 122.00 feet and a chord bearing of N15°37'01"W; thence Northerly along the arc of said curve through a central angle of 31°23'28" for a distance of 66.84 feet to the point of tangency; thence N31°18'45"W, 159.85 feet to the point of curvature of a curve concave Easterly having a radius of 228.00 feet and a chord bearing of N15°37'02"W; thence Northerly along the arc of said curve through a central angle of 31°23'24" for a distance of 124.91 feet to the point of tangency; thence N00°04'40"E, 82.07 feet to the point of curvature of a curve concave Easterly having a radius of 1028.00 feet and a chord bearing of N03°37'37"E; thence Northerly along the arc of said curve through a central angle of 07°05'54" for a distance of 127.36 feet to the point of tangency; thence N07°10'34"E, 180.83 feet to the point of curvature of a curve concave Westerly having a radius of 972.00 feet and a chord bearing of N12°21'41"W; thence Northerly along the arc of said curve through a central angle of 39°04'29" for a distance of 662.89 feet to the point of tangency; thence N31°53'55"W, 277.63 feet to the point of curvature of a curve concave Northeastly having a radius of 1028.00 feet and a chord bearing of N24°17'07"W; thence Northwesternly along the arc of said curve through a central angle of 15°13'37" for a distance of 273.20 feet to the point of tangency; thence N16°40'18"W, 347.58 feet to the point of curvature of a curve concave Easterly having a radius of 228.00 feet and a chord bearing of N10°55'57"E; thence Northerly along the arc of said curve through a central angle of 55°12'29" for a distance of 219.69 feet to the point of tangency; thence N38°32'11"E, 294.82 feet to the point of curvature of a curve concave Southeastly having a radius of 628.00 feet and a chord bearing of N46°50'16"E; thence Northeastly along the arc of said curve through a central angle of 16°36'10" for a distance of 181.98 feet to the point of reverse curvature of a curve concave Northwesternly having a radius of 722.00 feet and a chord bearing of N40°23'31"E; thence Northeastly along the arc of said curve through a central angle of 29°29'40" for a distance of 371.67 feet to the point of tangency; thence N25°38'41"E, 306.21 feet to the point of curvature of a curve concave Westerly having a radius of 572.00 feet and a chord bearing of N12°40'12"E; thence Northerly along the arc of said curve through a central angle of 25°56'57" for a distance of 259.06 feet to the point of tangency; thence N00°18'16"W, 110.37 feet to the point of curvature of a curve concave Southwestly having a radius of 257.00 feet and a chord bearing of N24°12'11"W; thence Northwesternly along the arc of said curve through a central angle of 47°47'49" for a distance of 214.39 feet to the point of tangency; thence N48°06'05"W, 103.95 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N73°48'51"W; thence Westerly along the arc of said curve through a central angle of 51°25'32" for a distance of 22.44 feet to the point of reverse curvature of a curve concave Northeastly having a radius of 60.00 feet and a chord bearing of N41°21'26"W; thence Northwesternly along the arc of said curve through a central angle of 116°20'23" for a distance of 121.83 feet to the point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N11°36'16"W; thence Northerly along the arc of said curve through a central angle of 56°50'04" for a distance of 24.80 feet to the point of tangency; thence N40°01'19"W, 297.48 feet to the point of curvature of a curve concave Southwestly having a radius of 128.50 feet and a chord bearing of N65°15'43"W; thence Northwesternly along the arc of said curve through a central angle of 50°28'49" for a distance of 113.21 feet to the point of tangency; thence S89°29'52"W, 1123.10 feet to the point of curvature of a curve concave Southerly having a radius of 458.50 feet and a chord bearing of S76°18'36"W; thence Westerly along the arc of said curve through a central angle of 26°22'32" for a distance of 211.07 feet to the point of compound curvature of a curve concave Southeastly having a radius of 37.50 feet and a chord bearing of S35°53'38"W; thence Southwestly along the arc of said curve through a central angle of 54°27'23" for a distance of 35.64 feet to the point of reverse curvature of a curve concave Northwesternly having a radius of 54.00 feet and a chord bearing of S52°24'39"W; thence Southwestly along the arc of said curve through a central angle of 87°29'24" for a distance of 82.46 feet to the point of reverse curvature of a curve concave Southerly having a radius of 32.00 feet and a chord bearing of S71°14'36"W; thence Westerly along the arc of said curve through a central angle of 49°49'29" for a distance of 27.83 feet to the point of compound curvature of a curve concave Easterly having a radius of 452.00 feet and a chord bearing of S21°50'35"W; thence Southerly along the arc of said curve through a central angle of 48°58'33" for a distance of 386.37 feet to the point of tangency; thence S02°38'42"E, 129.82 feet; thence S87°21'18"W, 56.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 11.387 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

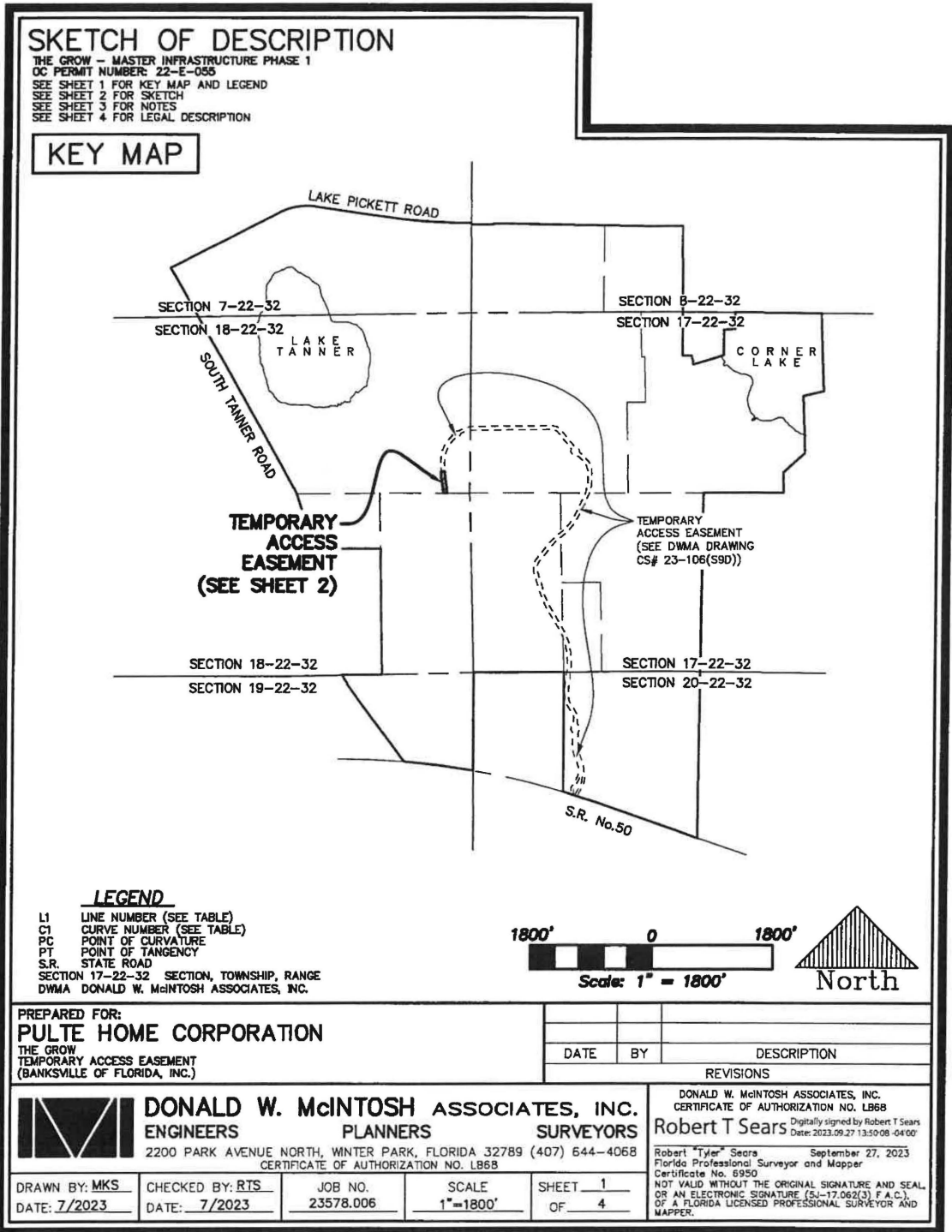
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

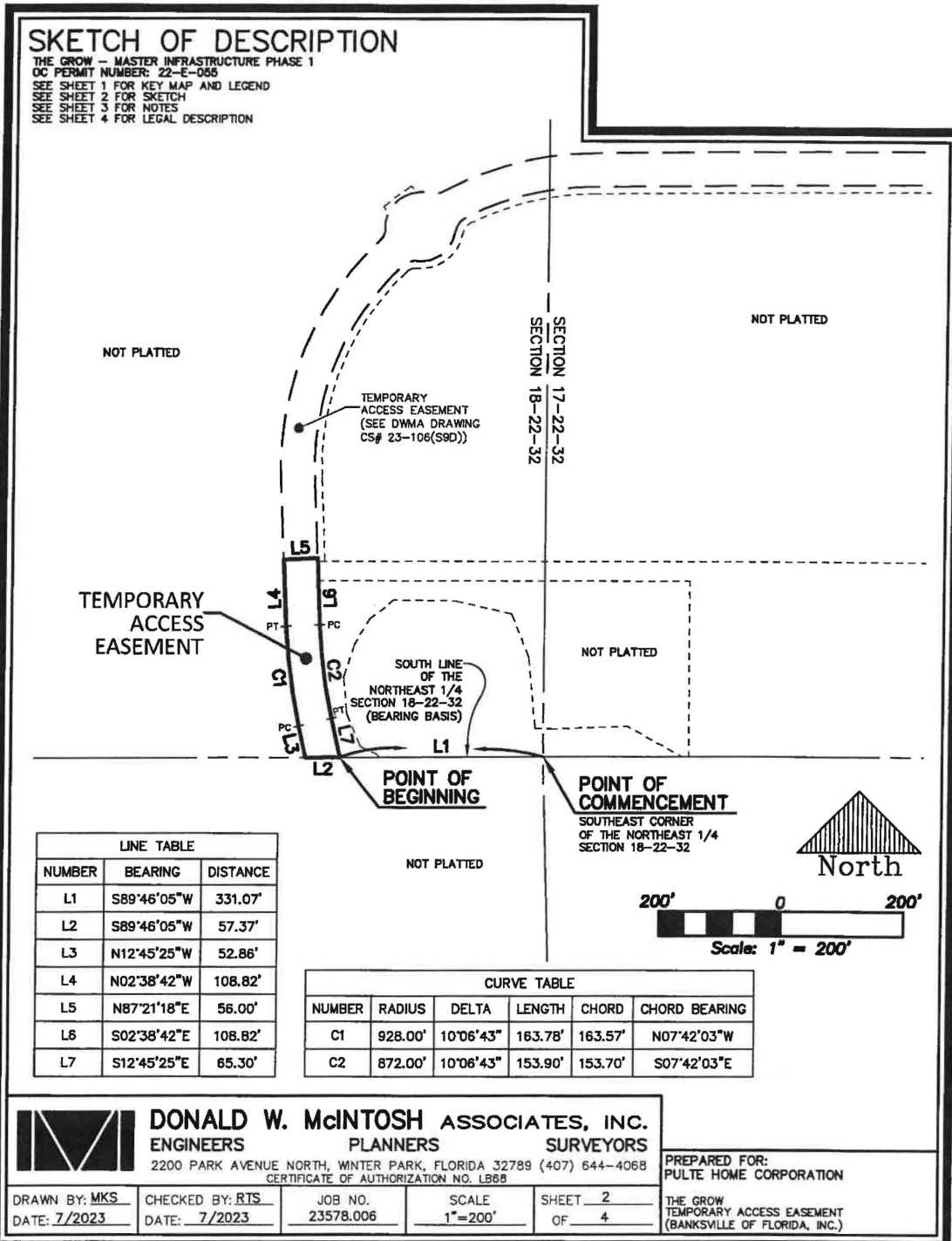
PREPARED FOR:

PULTE HOME CORPORATION

THE GROW
 TEMPORARY ACCESS EASEMENT

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>11</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>11</u>





SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 DC PERMIT NUMBER: 22-E-085
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

NOTES:

- This is not a survey.
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Bearings based on the South line of the Northwest 1/4 of Section 17-22-32, as being N89°54'55"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76.
- The features and linework shown hereon are in grid position relative to National Geodetic Survey control point "GIS 172 AL STATES 1" (PID AK7138), Northing 1539705.61, Easting 588324.76. Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, scale factor: 0.999943742261 (1.000056260904111). All dimensions are grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon are from information shown on County Tax Assessor Maps GIS parcel layer as provided to Donald W. McIntosh Associates, Inc. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this Sketch of Description are placed on notice that reliance on such information is at their own peril, in this regard.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4058
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION

DRAWN BY: MKS
 DATE: 7/2023

CHECKED BY: RTS
 DATE: 7/2023

JOB NO.
23578.006

SCALE
N/A

SHEET 3
 OF 4

THE GROW
 TEMPORARY ACCESS EASEMENT
 (BANKSVILLE OF FLORIDA, INC.)

SKETCH OF DESCRIPTION

THE GROW - MASTER INFRASTRUCTURE PHASE 1
 OC PERMIT NUMBER: 22-E-066
 SEE SHEET 1 FOR KEY MAP AND LEGEND
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR NOTES
 SEE SHEET 4 FOR LEGAL DESCRIPTION

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

That part of Section 18, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 18; thence S89°46'05"W along the South line of said Northeast 1/4 for a distance of 331.07 feet to the POINT OF BEGINNING; thence continue S89°46'05"W along said South line, 57.37 feet; thence departing said South line run N12°45'25"W, 52.86 feet to the point of curvature of a curve concave Easterly having a radius of 928.00 feet and a chord bearing of N07°42'03"W; thence Northerly along the arc of said curve through a central angle of 10°06'43" for a distance of 163.78 feet to the point of tangency; thence N02°38'42"W, 108.82 feet; thence N87°21'18"E, 56.00 feet; thence S02°38'42"E, 108.82 feet to the point of curvature of a curve concave Easterly having a radius of 872.00 feet and a chord bearing of S07°42'03"E; thence Southerly along the arc of said curve through a central angle of 10°06'43" for a distance of 153.90 feet to the point of tangency; thence S12°45'25"E, 65.30 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), scale factor 0.999943742261 and all distances are grid dimensions.

The above described parcel of land contains 0.42 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
 PULTE HOME CORPORATION

DRAWN BY: <u>MKS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>23578.006</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>7/2023</u>	DATE: <u>7/2023</u>			OF <u>4</u>

THE GROW
 TEMPORARY ACCESS EASEMENT
 (BANKSVILLE OF FLORIDA, INC.)