



Interoffice Memorandum

February 10, 2020

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

**FROM:** Raymond E. Hanson, P. E., Director  
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM:" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
February 25, 2020 BCC Meeting  
Agreement for Establishing the Retail Rate for Reclaimed  
Water for Flamingo Crossings East  
Contact Person: Andres Salcedo, P. E.  
Deputy Director, Utilities Department  
407-254-9719**

Flamingo Crossings, LLC and ACC OP DCP LLC, (collectively, the "operator") desire to use County reclaimed water for irrigation using a six-inch reclaimed water meter. The current County-published Reclaimed Water Charge Schedule (the "schedule") provides reclaimed water rates for meters sized between 5/8 inches and three inches. This agreement establishes a retail rate for the Operator's six-inch reclaimed water meter.

The operator agrees to pay a fixed monthly charge of \$441.65, equivalent to the current fixed monthly charge for a six-inch wholesale meter with an allowed monthly usage of up to 499,000 gallons; and a current volume charge of \$1.05 per 1,000 gallons of reclaimed water for use above the monthly allowance, equivalent to the current volume charges for use above the allowed monthly allowance for a retail meter.

Effective each October 1, a three percent automatic annual increase (the "increase") will be applied to the fixed monthly charge and volume charge in effect immediately preceding the increase; however, this will be waived each year the Board repeals the increase for its rates, fees, and charges in the schedule. If the schedule is modified by the Board to include a rate for retail customers with a six-inch meter, the charges payable by the operator will automatically adjust to match the newly modified Schedule.

Orange County Attorney's Office and Risk Management staff have reviewed the document and find it acceptable as to form. Orange County Utilities staff recommends approval.

**Action Requested: Approval and execution of Agreement for Establishing the Retail Rate for Reclaimed Water for Flamingo Crossings East by and between Orange County, Flamingo Crossings, LLC, and ACC OP DCP LLC.**

District 1.

**AGREEMENT FOR ESTABLISHING THE RETAIL RATE FOR RECLAIMED  
WATER FOR FLAMINGO CROSSINGS EAST**

**THIS AGREEMENT FOR ESTABLISHING THE RETAIL RATE FOR RECLAIMED WATER FOR FLAMINGO CROSSINGS EAST** (the “**Agreement**”) is made and entered into as of the date of last execution below (the “**Effective Date**”), by and between **ORANGE COUNTY** (the “**County**”), a charter county and political subdivision of the state of Florida, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801, **FLAMINGO CROSSINGS, LLC** (the “**Owner**”), a Florida limited liability company, whose address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, and **ACC OP DCP LLC** (the “**Lessee**”), a Delaware limited liability company, whose address is 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738. The Owner and the Lessee may be referred to in this Agreement collectively as the “**Operator**”. The County, the Owner, and the Lessee may also be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, the County owns, operates and maintains water reclamation facilities (the “**Facilities**”) which produce reclaimed water that may be used for productive and beneficial purposes in accordance with permits issued by the Florida Department of Environmental Protection; and

**WHEREAS**, the Property (as defined below) is located within the County’s reclaimed water service territory and, therefore, the County is the appropriate provider of reclaimed water service; and

**WHEREAS**, the County publishes the Reclaimed Water Charge Schedule for reclaimed water meters sized between 5/8 inches and three inches, with the fixed monthly charges, allowed monthly usage, and volume charges for usage above allowed monthly usage collectively defined as the “**Reclaimed Retail Rates**”; and

**WHEREAS**, the Operator desires to use reclaimed water from the Facilities utilizing a six-inch reclaimed water meter (the “**Meter Assembly**”) for irrigation on portions of the Owner’s property leased by the Lessee and described in **Exhibit “A,”** attached to and made a part of this Agreement by this reference (the “**Property**”); and

**WHEREAS**, the Owner shall be responsible for all costs and expenses associated with the Meter Assembly installation and any other costs required to connect to the Facilities; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish a retail rate for the Meter Assembly serving the Property because the Reclaimed Water Charge Schedule does not include an established rate for reclaimed water service through a six-inch meter for non-wholesale customers as of the Effective Date.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

All of the recitals set forth above are true and correct, and are incorporated in and made a part of this Agreement by this reference.

**SECTION 2. TERM OF THE AGREEMENT.**

The term of this Agreement begins on the Effective Date and continues for an initial term of 10 years from the Effective Date and will automatically be extended for successive one-year terms unless the County or the Operator provides written notice to all other Parties of its intent to terminate this Agreement at least one year prior to the end of the initial term or any successive term, or unless and until the Orange County Board of County Commissioners (the "**Board**") revises by resolution the County's Reclaimed Water Charge Schedule to include reclaimed water service through a six-inch meter for non-wholesale customers. During the term of the lease between the Owner and the Lessee, the aforesaid termination right of the Operator shall be exercisable by the Lessee alone (without requiring joinder of the Owner) and from and after expiration or earlier termination of the lease between the Owner and the Lessee, the aforesaid termination right of the Operator shall be exercisable by the Owner alone (without requiring joinder of the Lessee).

The County may terminate this Agreement and the provision of reclaimed water service to the Property as set forth herein due to the failure of the Operator to pay the County for reclaimed water used by the Operator in accordance with Section 3.

**SECTION 3. RATES AND PAYMENT.**

a) The Operator will pay the fixed monthly charge, the allowed monthly usage, and the volume charges for usage above the allowed monthly usage set forth in this Agreement unless and until the Reclaimed Water Charge Schedule is modified by resolution of the Board to include a rate for non-wholesale customers with a six-inch meter, at which time the fixed monthly charge, the allowed monthly usage, and the volume charges for usage above the allowed monthly usage, if applicable, payable by the Operator will automatically adjust to match the newly modified Reclaimed Water Charge Schedule.

i. As of the Effective Date, the Operator agrees to pay the following charges for the Meter Assembly serving the Property: (1) a fixed monthly charge of \$441.65, which is equivalent to the current fixed monthly charge for a six-inch wholesale meter and includes an allowed monthly usage of up to 499,000 gallons, and (2) a current volume charge for usage

above the monthly allowance of \$1.05 per 1,000 gallons of reclaimed water usage, which is equivalent to the current volume charges for usage above the allowed monthly usage for a retail meter. Effective October 1<sup>st</sup> of each year, an automatic annual increase of three percent will be applied to the fixed monthly charge and the volume charge for usage above the allowed monthly usage to the charges in effect immediately preceding the automatic annual increase. However, this automatic annual increase will be waived each year in which the Board repeals by resolution the annual automatic three percent increase for its rates, fees, and charges contained in the then current Reclaimed Water Charge Schedule.

b) The Operator agrees to pay monthly invoices generated by the County for reclaimed water used by the Operator. Said invoice will include the County's fixed monthly charge and the volume charge based upon and applied to the metered volume of reclaimed water used by the Operator on a monthly basis. The County may cease delivery of reclaimed water to the Operator if any invoice is not paid in full within 30 days of the date of the invoice. Reclaimed water service will be reinstated upon full payment of the invoice and any additional charges incurred. All County standard billing procedures and charges, as amended from time to time by the Board, apply. Payments must be made to the following address:

Orange County Utilities  
PO Box 628068  
Orlando, FL 32862-8068

c) Notwithstanding anything contained in this Agreement to the contrary, in the event that the rates, fees or charges for the services and facilities of the County reclaimed water system are not paid when due (regardless of whether the Owner or Lessee is responsible for payment of utilities under the lease between the Owner and Lessee), any unpaid balance thereof and all interest accruing thereon shall be a lien on the Property. Such lien shall be superior and paramount to the interest on such Property of any owner, lessee, tenant, mortgagee, or other person except the lien of county taxes. In the event that any such rates, fees or charges are not paid when due, the unpaid balance thereof and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the County in a civil action, and any such lien and accrued interest may be foreclosed or otherwise enforced by the County in a civil action or suit in equity.

**SECTION 4. NOTICES.**

Any notice required or allowed to be delivered hereunder must be in writing and will be deemed to be delivered when (a) hand-delivered to the official designated in this Section 4, or (b) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Parties delivered in accordance therewith.

**If to the County:** Orange County Utilities Department  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
Attn: Director

**With copy to:** Orange County Administrator's Office  
Orange County Administration Building  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801-3527

**If to the Owner:** Flamingo Crossings, LLC  
215 Celebration Place, 5<sup>th</sup> Floor  
Celebration, Florida 34747

**If by Mail:** P.O. Box 10321  
Lake Buena Vista, FL 32830-0321  
Attn: Real Estate Manager

**With copy to:** Walt Disney World Resort – Legal Department  
P.O. Box 10000  
Lake Buena Vista, Florida 32830-1000  
Attn: General Counsel – Real Estate

**If to the Lessee:** ACC OP DCP LLC  
c/o American Campus Communities  
12700 Hill Country Boulevard  
Suite T-200  
Austin, Texas 78738-6307  
Attn: Chief Investment Officer

**With copy to:** ACC OP DCP LLC  
c/o American Campus Communities  
12700 Hill Country Boulevard  
Suite T-200  
Austin, Texas 78738-6307  
Attn: General Counsel

**SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES.**

This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

## **SECTION 6. SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

## **SECTION 7. ASSIGNMENT.**

The Operator's right to sell or transfer (i) the Property, (ii) any portion of the Owner's interest in the Property, or (iii) the Lessee's interest in the Property, will not be restricted by this Agreement. The Party selling or transferring (the "**Transferring Party**") its interest in the Property (the "**Transferred Interest**") shall provide written notice to the County within 30 days following such sale or transfer. At the County's request, the successor party(ies) (the "**Successor**") shall execute an acknowledgement and agreement whereby the Successor acknowledges the existence of and agrees to be bound by the terms of this Agreement (the "**Acknowledgement**"). Such Acknowledgement must be delivered to the County within 30 days after the County's request. Upon delivery by the Successor of the executed Acknowledgement, the Transferring Party shall be released of any and all claims, liability, or obligations under the terms of this Agreement related to the Transferred Interest and arising from and after the date of such sale or transfer. If the Successor does not deliver the executed Acknowledgement to the County binding the successor party to the terms of this Agreement as specified above, the County may terminate this Agreement.

## **SECTION 8. TERMINATION OR EXPIRATION OF LEASE.**

The Owner will assume all the obligations and responsibilities of Lessee upon the expiration or termination of the lease between Owner and Lessee.

## **SECTION 9. NON-WAIVER.**

The failure of any Party to insist upon the other Parties' compliance with its obligations under this Agreement in any one or more instances shall not operate to release all other Parties from its duties to comply with such obligations in all other instances.

## **SECTION 10. INDEMNIFICATION.**

To the fullest extent permitted by law, the Operator assumes liability for, and will indemnify, defend and hold harmless the County and its respective officials, officers, employees, and agents from and against all liability (including negligence and strict liability), claims, suits, actions, and losses for personal injury, property damage, or financial loss including attorneys' fees and costs (as specified in Section 13 below) arising at any time from any aspect of this Agreement, other than claims and losses arising from the negligence of the County, its employees, or agents. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**SECTION 11. LIMITATION OF LIABILITY.**

Notwithstanding any other provision of this Agreement, in no event shall any Party have liability to the other Parties under this Agreement, whether based in contract, in tort, or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

**SECTION 12. SOVEREIGN IMMUNITY.**

The County does not waive and retains all defenses and protections provided to it under Florida and other applicable law, including without limitation, the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against the County and such immunity shall be applicable to any claim or action brought under this Agreement even if said claim or action sounds in contract rather than in tort.

**SECTION 13. ATTORNEY'S FEES AND COSTS.**

If any Party files suit or brings a judicial action or proceeding against the other Parties to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions contained in this Agreement, each Party will be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action, or proceeding (whether or not such costs, fees, and expenses are taxable to the other Parties as such by any law) through any and all final appeals arising out of such suit, action, or proceeding.

**SECTION 14. GOVERNING LAW.**

The Parties agree that the Parties entered into this Agreement in the state of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the state of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

**SECTION 15. JURISDICTION.**

Any legal proceeding of any nature brought by any Party against the other Parties to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant to this Agreement and expressly waive all rights to trial by jury for any matters arising under this Agreement.

**SECTION 16. HEADINGS.**

The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and will not affect the construction or interpretation of this Agreement.

**SECTION 17. ENTIRE AGREEMENT.**

This instrument constitutes the entire Agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, negotiations, statements, understandings, or agreements between the Parties, whether verbal or written, relating to the matters set forth herein. The Parties fully understand the terms and conditions of this Agreement, have entered into this Agreement voluntarily, and have received or had the opportunity to receive independent advice and legal counsel.

**SECTION 18. MODIFICATION.**

Any and all modifications to the provisions herein shall be by mutual agreement of the Parties, in writing, and executed by the Parties thereto.

[SIGNATURES ON FOLLOWING PAGES]



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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

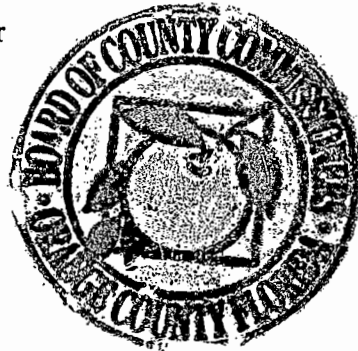
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 2/25/2020

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

By: *Craig A. Stopyra*  
for Deputy Clerk

Print Name: Craig A. Stopyra



**OWNER: Flamingo Crossings, LLC**

By: Walt Disney Imagineering Research & Development, Inc., a Delaware limited liability company, its Manager

By: [Signature]

Print Name: Page P. Pierce

Title: V. President

Date: 01/10/2020

Signed, sealed, and delivered in our presence as witnesses:

Signature: [Signature]

Print Name: Laurie A. Acevedo

Signature: [Signature]

Print Name: Brandi Ferrone

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January 2020, by Page P. Pierce as V. Pres. of Walt Disney Imagineering Research & Development, Inc., a Delaware limited liability company, the Manager of Flamingo Crossings, LLC, a Florida limited liability company, on behalf of said entities, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

[Signature]  
Notary Public



\_\_\_\_\_  
Name Printed or Stamped

My Commission Expires: \_\_\_\_\_

LESSEE: ACC OP DCP LLC, a  
Delaware limited liability company

By: American Campus Communities  
Operating Partnership LP, a Maryland  
limited partnership, its Managing Member

By: \_\_\_\_\_

Print Name: WILLIAM W. TALBOT

Title: VICE PRESIDENT

Date: January 8, 2020

Signed, sealed, and delivered in our  
presence as witnesses:

Signature: Adrian Buchanan

Print Name: ADRIAN BUCHANAN

Signature: Lisa Wutscher

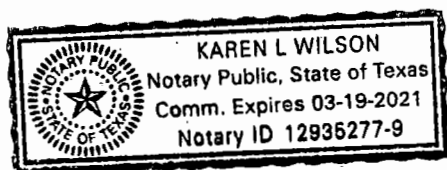
Print Name: Lisa Wutscher

STATE OF TEXAS  
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of  
January, 2020, by William Talbot as Vice President of American  
Campus Communities Operating Partnership LP, a Maryland limited partnership, the Managing  
Member of ACC OP DCP LLC, a Delaware limited liability company, on behalf of said entities,  
who  is personally known to me or  has produced  
\_\_\_\_\_ as identification.

(Notary Seal)

Karen L Wilson  
Notary Public



Karen L Wilson  
Name Printed or Stamped

My Commission Expires: March 19, 2021

# EXHIBIT "A"

## Owner's Property

### SKETCH OF DESCRIPTION DESCRIPTION

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

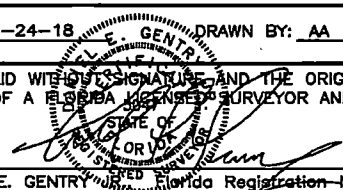
Commence at the Southwest corner of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida; thence North 89 degrees 59 minutes 38 seconds East 125.95 feet along the South boundary of the Southeast 1/4 of said Section 21 to a point on the Easterly right of way line Flamingo Crossings Boulevard per Official Records Book 10815, Pages 4619 through 4628 of the Public Records of Orange County, Florida and the beginning of a non-tangent curve concave Westerly and having a radius of 1010.00 feet; thence from a tangent bearing of North 03 degrees 30 minutes 07 seconds West run Northerly along the arc of said curve and said Easterly right of way line 35.34 feet through a central angle of 02 degrees 00 minutes 16 seconds to the end of said curve; thence departing said East right of way line South 88 degrees 37 minutes 00 seconds East 555.72 feet to a point on the Westerly limited access right of way line of State Road No. 429 per Official Records Book 7070, Page 2553 and Official Records Book 7106, Page 2802, said point being the beginning of a non-tangent curve concave Northeasterly and having a radius of 808.57 feet; thence from a tangent bearing of South 28 degrees 50 minutes 50 seconds East run Southeasterly along the arc of said curve and said Westerly limited access right of way line 135.36 feet through a central angle of 09 degrees 35 minutes 29 seconds to the end of said curve; thence South 36 degrees 55 minutes 04 seconds East 46.68 feet to the POINT OF BEGINNING; thence continue the following courses along said Westerly limited access right of way: South 36 degrees 55 minutes 04 seconds East 643.51 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 2203.93 feet and a central angle of 07 degrees 27 minutes 37 seconds; thence run Southeasterly 286.97 feet along the arc of said curve to the end of said curve; thence South 00 degrees 23 minutes 55 seconds West 1445.89 feet to a point on the South boundary of the North 3/4 of the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 24 South, Range 27 East, Orange County, Florida; thence departing said Westerly limited access right of way line North 89 degrees 43 minutes 33 seconds West 1327.69 feet along said South boundary to a point on the Easterly right of way line Flamingo Crossings Boulevard per Official Records Book 10170, Pages 4303 through 4306 of the Public Records of Orange County, Florida; thence run the following courses along said Easterly right of way line: North 00 degrees 18 minutes 35 seconds East 13.60 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 1175.00 feet; thence from a tangent bearing of North 15 degrees 18 minutes 00 seconds East run Northeasterly along the arc of said curve 143.70 feet through a central angle of 07 degrees 00 minutes 26 seconds to the end of said curve; thence North 81 degrees 42 minutes 32 seconds West 5.50 feet; thence North 08 degrees 17 minutes 29 seconds East 154.78 feet; thence continue along said East right of way line per the aforesaid Official Records Book 10815, Pages 4619 through 4628 the following courses and distances: South 81 degrees 42 minutes 32 seconds East 10.00 feet; thence North 08 degrees 17 minutes 29 seconds East 46.90 feet to the beginning of a tangent curve concave Westerly, having a radius of 2162.49 feet and a central angle of 07 degrees 53 minutes 08 seconds; thence run Northerly 297.62 feet along the arc of said curve to the end of said curve; thence North 14 degrees 40 minutes 42 seconds East 29.81 feet; thence North 00 degrees 00 minutes 44 seconds West 198.27 feet; thence North 22 degrees 50 minutes 28 seconds West 19.33 feet; thence North 00 degrees 00 minutes 44 seconds West 702.26 feet to the beginning of a tangent curve concave Easterly, having a radius of 2004.50 feet and a central angle of 01 degrees 39 minutes 18 seconds; thence run Northerly 57.90 feet along the arc of said curve to the end of said curve; thence leaving said right of way line South 89 degrees 36 minutes 10 seconds East 211.18 feet; thence North 45 degrees 23 minutes 50 seconds East 35.36 feet; thence North 00 degrees 23 minutes 50 seconds East 519.17 feet; thence South 89 degrees 36 minutes 10 seconds East 468.10 feet to the POINT OF BEGINNING.

Containing: 55.989 acres, more or less.

#### NOTES

1. THIS IS NOT A SURVEY.  
This Plat represents a Sketch of the
2. Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.  
Bearings shown hereon are based on the South boundary of the Southeast 1/4 of Section
3. 21, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of North 89 degrees 59 minutes 38 seconds East.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

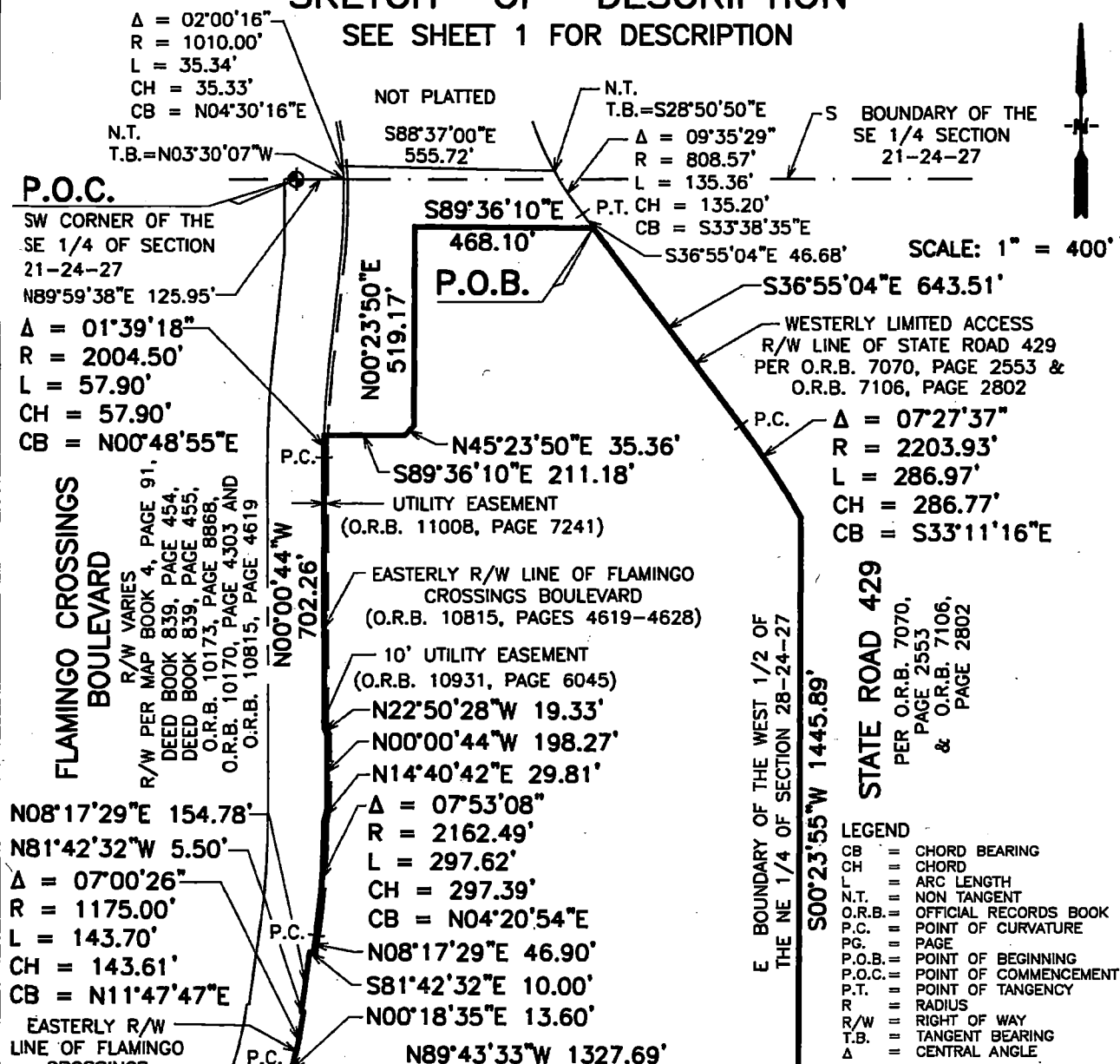
FOR:	<b>FLAMINGO CROSSINGS, LLC</b>
DATE:	05-24-18
DRAWN BY:	AA
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
	
DANIEL E. GENTRY, Registered Florida Registration Number 5047	

**JONES, WOOD & GENTRY, INC.**  
PROFESSIONAL SURVEYORS AND MAPPERS - LB1  
2600 EAST ROBINSON STREET  
ORLANDO, FLORIDA, 32803  
407-898-7780

JOB NO. 29177 Sheet 1 of 2 Sheets  
2917LEAS SOD.DWG

# SKETCH OF DESCRIPTION

SEE SHEET 1 FOR DESCRIPTION



$\Delta = 02^{\circ}00'16''$   
 $R = 1010.00'$   
 $L = 35.34'$   
 $CH = 35.33'$   
 $CB = N04^{\circ}30'16''E$   
 N.T.  
 $T.B. = N03^{\circ}30'07''W$

**P.O.C.**  
 SW CORNER OF THE  
 SE 1/4 OF SECTION  
 21-24-27  
 $N89^{\circ}59'38''E$  125.95'  
 $\Delta = 01^{\circ}39'18''$   
 $R = 2004.50'$   
 $L = 57.90'$   
 $CH = 57.90'$   
 $CB = N00^{\circ}48'55''E$

**FLAMINGO CROSSINGS BOULEVARD**  
 R/W VARIES  
 R/W PER MAP BOOK 4, PAGE 91,  
 DEED BOOK 839, PAGE 454,  
 DEED BOOK 839, PAGE 455,  
 O.R.B. 10173, PAGE 8868,  
 O.R.B. 10170, PAGE 4303 AND  
 O.R.B. 10815, PAGE 4619  
 $N00^{\circ}00'44''W$  702.26'  
 $N08^{\circ}17'29''E$  154.78'  
 $N81^{\circ}42'32''W$  5.50'  
 $\Delta = 07^{\circ}00'26''$   
 $R = 1175.00'$   
 $L = 143.70'$   
 $CH = 143.61'$   
 $CB = N11^{\circ}47'47''E$

EASTERLY R/W  
 LINE OF FLAMINGO  
 CROSSINGS  
 BOULEVARD  
 (O.R.B. 10170,  
 PAGES  
 4303-4306)

NOT PLATTED  
 $S88^{\circ}37'00''E$   
 555.72'  
 N.T.  
 $T.B. = S28^{\circ}50'50''E$   
 $\Delta = 09^{\circ}35'29''$   
 $R = 808.57'$   
 $L = 135.36'$   
 $P.T. CH = 135.20'$   
 $CB = S33^{\circ}38'35''E$   
 $S89^{\circ}36'10''E$   
 468.10'  
**P.O.B.**  
 $S36^{\circ}55'04''E$  46.68'  
 $S36^{\circ}55'04''E$  643.51'  
 $N45^{\circ}23'50''E$  35.36'  
 $S89^{\circ}36'10''E$  211.18'  
 UTILITY EASEMENT  
 (O.R.B. 11008, PAGE 7241)  
 EASTERLY R/W LINE OF FLAMINGO  
 CROSSINGS BOULEVARD  
 (O.R.B. 10815, PAGES 4619-4628)  
 10' UTILITY EASEMENT  
 (O.R.B. 10931, PAGE 6045)  
 $N22^{\circ}50'28''W$  19.33'  
 $N00^{\circ}00'44''W$  198.27'  
 $N14^{\circ}40'42''E$  29.81'  
 $\Delta = 07^{\circ}53'08''$   
 $R = 2162.49'$   
 $L = 297.62'$   
 $CH = 297.39'$   
 $CB = N04^{\circ}20'54''E$   
 $N08^{\circ}17'29''E$  46.90'  
 $S81^{\circ}42'32''E$  10.00'  
 $N00^{\circ}18'35''E$  13.60'  
 $N89^{\circ}43'33''W$  1327.69'

BOUNDARY OF THE  
 SE 1/4 SECTION  
 21-24-27  
 SCALE: 1" = 400'  
 WESTERLY LIMITED ACCESS  
 R/W LINE OF STATE ROAD 429  
 PER O.R.B. 7070, PAGE 2553 &  
 O.R.B. 7106, PAGE 2802  
**P.C.**  $\Delta = 07^{\circ}27'37''$   
 $R = 2203.93'$   
 $L = 286.97'$   
 $CH = 286.77'$   
 $CB = S33^{\circ}11'16''E$

**STATE ROAD 429**  
 PER O.R.B. 7070,  
 PAGE 2553  
 & O.R.B. 7106,  
 PAGE 2802  
 E BOUNDARY OF THE WEST 1/2 OF  
 THE NE 1/4 OF SECTION 28-24-27  
 $S00^{\circ}23'55''W$  1445.89'

**LEGEND**  
 CB = CHORD BEARING  
 CH = CHORD  
 L = ARC LENGTH  
 N.T. = NON TANGENT  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.C. = POINT OF CURVATURE  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 P.T. = POINT OF TANGENCY  
 R = RADIUS  
 R/W = RIGHT OF WAY  
 T.B. = TANGENT BEARING  
 Δ = CENTRAL ANGLE

N.T. S. BOUNDARY OF THE N. 3/4 OF THE SW. 1/4 OF THE NE. 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
 $T.B. = N15^{\circ}18'00''E$   
 NOTES  
 1. THIS IS NOT A SURVEY.  
 2. This Plat represents a Sketch of the Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.  
 3. Bearings shown hereon are based on the South boundary of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of North 89 degrees 59 minutes 38 seconds East.

FOR: **FLAMINGO CROSSINGS, LLC**  
 DATE: 05-24-18 DRAWN BY: AA  
 JOB NO. 29177 Sheet 2 of 2 Sheets  
 29177 LEASE SOD.DWG

**JONES, WOOD & GENTRY, INC.**  
 PROFESSIONAL SURVEYORS AND MAPPERS - LB1  
 2600 EAST ROBINSON STREET  
 ORLANDO, FLORIDA, 32803  
 407-898-7780