



Orange County Government

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

Legislation Text

File #: 24-1551, **Version:** 1

Interoffice Memorandum

DATE: October 8, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Steve Cochran, Acquisition Agent

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of License Agreement for Right of Entry by and between Universal City Development Partners, LTD, and Orange County, and authorization for the Real Estate Management Division to exercise renewal options, execute termination notices, and furnish notices, required or allowed by the License Agreement, as needed for the Shingle Creek Trail Phase 1, Segments 2 and 3 - Universal City Development Partners, LTD. District 6. **(Real Estate Management Division)**

PROJECT:

Shingle Creek Trail Phase 1 Segments 2 and 3 -
Universal City Development Partners, LTD

PURPOSE: To provide for temporary access for construction.

ITEM:

License Agreement

Cost: Donation

Term: Three years

Option: Two six-month renewals

BUDGET: N/A

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Parks and Recreation Division

REMARKS: The Parks and Recreation Division is requesting this temporary access agreement for certain real property, Parcel ID 05-24-29-0000-00-017, to continue the construction of the Shingle Creek Trail in the area located between Destination Parkway and State Road 528.

This License Agreement will not be recorded.

OCT 29 2024

Project: Shingle Creek Trail Phase 1 Segment 2 & 3

**LICENSE AGREEMENT FOR RIGHT OF ENTRY
BY AND BETWEEN UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD,
AND ORANGE COUNTY**

This License Agreement for Right of Entry (the "Agreement") is made and entered into as of the last date signed below ("Effective Date") by and between UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD, a Florida limited partnership, with a principal place of business at 1000 Universal Studio Plaza, Orlando, Florida, 32819 ("Universal") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Orange County") (singularly, "Party" and together, "Parties").

RECITALS

- A. Universal has an undivided interest in that certain real property located in Orange County, Florida bearing Parcel Identification Number 05-24-29-0000-00-017, which is more particularly described in **Exhibit "A"** attached hereto and generally depicted in **Exhibit "B"** attached hereto (the "Property").
- B. Pursuant to that certain Recreational Trail Easement recorded June 3, 2016, as Document #20160286322 of the Public Records of Orange County, Florida (the "Trail Easement"), Orange County has obtained an easement over a portion of the Property for the construction of the Shingle Creek Trail Phase 1 Segment 2 & 3, described as the Easement Area, and more particularly described on Schedule "A" to the Trail Easement attached hereto as **Exhibit "C"** (the "Trail").
- C. Orange County has requested, and Universal has agreed to grant to Orange County a temporary right of entry for ingress and egress and the staging and storing of materials over a portion of the Property, as depicted and labeled as the "Subject Area" on **Exhibit "D"** (the "Subject Area") for access to and construction of the Trail.
- D. Pursuant to an unrelated third-party agreement, Orange County will access the Subject Area via adjacent lands located to the east of the Property, identified as Parcel Identification Number 04-24-29-3045-00-080, as shown on **Exhibit "E"** (the "Access Area").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

TERMS

- 1. **Recitals.** The above referenced recitals are true and correct and hereby incorporated into this Agreement.
- 2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date or on the date of completion of the project,

whichever occurs first (the "Term"). Upon prior written approval by Universal, the Term may be extended for two (2) additional periods of six (6) months each. Orange County shall submit written notice of any extension request to Universal no less than (30) days prior to the expiration of the Term or extension thereof. All extensions shall be subject to the same terms and conditions set forth herein unless otherwise amended in writing.

3. **Right of Entry.** In accordance with the terms of this Agreement (including without limitation Section 11), Universal grants to Orange County and its employees, contractors, agents, and representatives (singularly, "Authorized Party" and collectively, "Authorized Parties") a temporary non-exclusive license to enter on, over, and through the Subject Area subject to the terms, conditions, and obligations set forth herein and all matters of record. The temporary rights of the Authorized Parties granted pursuant to this Agreement shall be utilized at reasonable times and locations for the following purposes: (i) vehicular and pedestrian ingress and egress over and across the Subject Area as is reasonably necessary for the Authorized Parties to access the Trail, and (ii) staging, storage and maintenance of construction equipment within the Subject Area (collectively, the "Work"). The Subject Area shall be utilized only for the purposes described herein at no cost to Universal, and in a manner reasonably acceptable to Universal. Universal retains all rights in and to the Subject Area that do not interfere with the Authorized Parties' rights granted herein, and this Agreement does not grant the Authorized Parties the right to use any other portion of the Property.
4. **Deed of Conservation Easement.** The Parties hereby agree and acknowledge that the Property is subject to that certain Deed of Conservation Easement dated June 26, 2008, and recorded in Official Records Book 9727, Page 1872, as amended by that certain Amendment of Conservation Easement dated May 14, 2014, and recorded as Document No. 20160178218, both of the Public Records of Orange County, Florida (collectively, "Conservation Easement"), which imposes certain rights, obligations and restrictions upon the Property, including, but not limited to, the right to engage in certain passive recreational facilities within the Property. Orange County specifically agrees and acknowledges that all activities and rights exercised pursuant to this Agreement shall be consistent with and compliant with the terms and conditions of the Conservation Easement, as amended from time to time.
5. **Indemnity and Insurance.**
 - (a) **Orange County's Independent Contractors.**
 - (i) Orange County shall require any Authorized Party acting on its behalf under this Agreement that is not an "employee" (as defined in Section 768.28, Florida Statutes) of Orange County (each an "**Independent Contractor**") to agree to indemnify, defend, and hold harmless Universal and its affiliates and their respective contractors, subcontractors, agents, employees, officers, directors and any mortgagee of Universal free from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney and legal fees and costs) (collectively, "**Claims**") arising out of, directly or indirectly, the negligent or wrongful act or omission of the Independent Contractor, their successors, assigns,

agents, contractors, subcontractors, laborers, consultants, invitees, licensees, and employees in connection with this Agreement, or any failure to comply with the terms and conditions of the Conservation Easement and any and all applicable permits, except to the extent such Claims are caused by the gross negligence or intentional misconduct of Universal.

(ii) Insurance. Orange County shall cause any Independent Contractor to maintain Commercial General Liability insurance to include completed operations coverage, Business Automobile Liability insurance for any owned, hired, and non-owned vehicles, and statutory Workers' Compensation/Employer's Liability insurance in amounts that are commercially reasonable to adequately protect Universal from losses that may arise out of or be related in any way to any Independent Contractor's acts or omission under this Agreement. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, must possess a minimum, current rating of A-Class VIII in the most recent edition of "Best's Key Rating Guide". All such insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Universal. Upon request of Universal, Orange County shall promptly cause evidence of such insurance and the indemnity in this Section 5(a) to be furnished to Universal on forms acceptable to Universal and shall provide Universal with thirty (30) days prior written notice of cancellation and provide ten (10) days prior written notice for cancellation due to non-payment of premium. Universal and any mortgagee of Universal shall be listed as an additional insured on any commercial general liability and business automobile liability policies. The workers' compensation coverage shall include a waiver of subrogation in favor of Universal.

(b) Orange County Insurance and Indemnity. Orange County shall indemnify, defend, and hold harmless Universal and its affiliates and their respective contractors, subcontractors, agents, employees, officers, directors and any mortgagee of Universal free from any and all Claims caused by the negligent or wrongful act or omission of Orange County arising out of, directly or indirectly, the County's exercise of rights granted pursuant to this Agreement, or by any failure to comply with the terms and conditions of the Conservation Easement and any and all applicable permits, except to the extent such Claims are caused by the gross negligence or intentional misconduct of Universal. In addition to its obligation to ensure its Independent Contractors comply with the requirements in Section 5(a) (i) and (ii) above, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Orange County agrees to purchase or maintain a certified self-insurance program for General Liability and Automobile Liability with coverage limits of not less than the limited sovereign immunity limits as set forth in Section 768.28, Florida Statutes. Orange County agrees to maintain Workers' Compensation & Employers' Liability covering its employees and officials in accordance Chapter 440, Florida Statutes. Orange County or its Independent Contractor shall be responsible for the safety and security of all persons and property directly or indirectly associated with Orange County and its Authorized Parties' entrance upon the Subject Area and/or the Work. Nothing contained herein shall constitute a waiver by Orange County of its sovereign immunity as provided in Section 768.28, Florida Statutes.

This Section 5(b) shall survive the termination or expiration of this Agreement.

6. **Notice Before Entry.** Orange County and its Authorized Parties shall provide written notice (email will suffice) to Universal at least three (3) business days before entering the Subject Area to perform the Work. Orange County and its Authorized Parties will reasonably cooperate and coordinate the Work within the Subject Area with representatives of Universal. If a representative of Universal reasonably believes that Orange County or its Authorized Parties' Work or activity on the Subject Area is creating or could create an interference with its ordinary use of the Subject Area, then Universal shall immediately notify Orange County in writing and Orange County shall immediately cease or cause the cessation of such Work or activity until the interference is remediated to Universal's reasonable satisfaction. The location of storage, maintenance and staging areas within the Subject Area, and all points of entry for ingress and egress to the Subject Area are subject to the prior approval of Universal, which approval shall not be unreasonably withheld or delayed. Orange County and its Authorized Parties shall not do any damage to the Subject Area for Universal's ordinary use of the Subject Area. For purposes of this Section, Notice Before Entry, the following personnel are designated:

Universal	County
Universal City Development Partners, LTD 1000 Universal Studios Plaza Orlando, Florida 32819-7601 Attn: Bradley Goeb Senior Director, Real Estate Development, Universal Destinations & Experiences Email: Bradley.goeb@universalorlando.com	Orange County Parks and Recreation Division 4801 West Colonial Drive Orlando, Florida 32839 Attn: Cedric M. Moffett, Principal Planner Phone: (407) 836-6200 Email: Cedric.Moffett@ocfl.net

7. **Non-Interference and Standards of Work.** The Property is a vacant conservation area. Orange County and its Authorized Parties shall not materially interfere with or impair any use or activity being conducted on the Property, pedestrian or vehicular access to/from the Property, or the visibility of any signage situated on the Property and Orange County and its Authorized Parties shall not do any damage to the Property other than that associated with the Work. Orange County and its Authorized Parties' exercise of their rights under this Agreement shall be conducted subject to applicable matters of record and in conformity with applicable laws and restrictions encumbering the Property.
8. **Construction Status Updates.** Orange County shall, on or before the fifteenth (15th) day of the first month of each quarter during the Term, submit to Universal a written status report, showing accurately and in reasonable detail the status of construction of the Trail and projected completion date of the Trail, including, but not limited to, the following: physical progress of the Trail, permits, and construction schedule.

9. **Assignment.** Except as permitted herein to the Authorized Parties, Orange County shall not assign or transfer any interest, rights, or duties under this Agreement to any party.
10. **Restoration.** Orange County shall be responsible for the complete restoration of the Subject Area and any other portion of the Property affected by Orange County's exercise of its rights under this Agreement to the same condition it was in immediately prior to the exercise of rights granted herein. This provision shall survive the termination of this Agreement.
11. **Environmental Condition.** The execution of this Agreement by Universal is not intended, nor should it be construed, as an admission of liability on the part of Universal or Universal's successors and assigns for any contamination discovered on the Property.
12. **Attorney's Fees.** The Parties expressly agree that each Party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearing's, or in administrative, bankruptcy, or reorganization proceedings.
13. **Governing Law.** This Agreement will be construed and enforced in accordance with Florida law. The Parties agree the venue for any litigation arising out of this Agreement will be in the Ninth Judicial Circuit Court in and for the County of Orange within the state of Florida. 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 invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision(s). THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.
14. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the Parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the Parties. This Agreement may be signed in counterpart so long as all Parties have executed the agreement. Orange County shall not cause or permit this Agreement, or any reference thereto, to be filed or recorded in the public records.
15. **Termination.** In the event Universal finds Orange County to be in breach of any term of this Agreement, Universal shall notify Orange County in writing within ten (10) days of such breach. The notice shall describe in sufficient detail the nature of the breach. If within thirty (30) days of receipt of such notification, Orange County has not cured or, if such breach is not capable of being cured within said thirty (30) day period, commenced to cure the breach, Universal may unilaterally terminate this Agreement, effective fifteen (15) days after providing written notification of intent to terminate.

16. **Modifications and Amendments.** The Agreement may be amended or modified only by a written instrument duly executed by an authorized representative of each Party. The Manager of the Real Estate Management Division will be hereby authorized, on behalf of Orange County, to furnish any notice required or allowed hereunder and to issue written extensions and approvals of any amendments or modifications to the Agreement.
17. **Recording.** The parties agree that this Agreement shall not be recorded in the Public Records of Orange County, Florida.
18. **Notices.** Any notice or demand to be given or that may be given hereunder shall be in writing and any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and U.S. First Class Mail; addressed to the Parties at the address, and (iii) delivered by electronic mail. Any notice or demand that may be given hereunder shall be deemed complete (i) three (3) days after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested and U.S. First Class Mail, or (ii) upon hand-delivery or electronic delivery to the appropriate address as follows:

Universal	with copy to
Universal City Development Partners, LTD 1000 Universal Studios Plaza Orlando, Florida 32819-7601 Attn: John McReynolds, Senior Vice President, External Affairs Universal Destinations & Experiences Email: john.mcreynolds@universalorlando.com	Universal City Development Partners, LTD 1000 Universal Studios Plaza Orlando, Florida 32819-7601 Attn: Adam Williams, Senior Vice President, Legal & Business Affairs Universal Destinations & Experiences Email: adam.williams@universalorlando.com
Orange County	with copy to
Orange County Parks and Recreation Division 4801 West Colonial Drive Orlando, Florida 32839 Attn: Matt Suedmeyer, Manager Phone: (407) 836-6202 Email: matt.suedmeyer@ocfl.net	Real Estate Management Division 400 East South Street, 5th Floor Orlando, Florida 32801 Attn: Mindy T. Cummings, Manager Phone: (407) 836-7070 Email: Mindy.Cummings@ocfl.net

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SIGNATURES AND EXHIBITS TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement to be made effective as of the Effective Date.

UNIVERSAL:

UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD.,

a Florida limited partnership

By: Universal City Florida Holding Co. II,
a Florida general partnership,
its General Partner

By: Universal City Property Management II LLC,
a Delaware limited liability company,
its General Partner

By:

John McReynolds
Print Name: John McReynolds

Title: Senior Vice President, External Affairs

Date: 8 / 30, 2024

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of August, 2024, by John McReynolds, Senior Vice President, External Affairs, of Universal City Property Management II LLC, a Delaware limited liability company, as General Partner of Universal City Florida Holding Co. II, a Florida general partnership, as General Partner of Universal City Development Partners, LTD, a Florida limited Partnership on behalf of the Partnership. The individual ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp

Kewla Rupasingh
Notary Signature

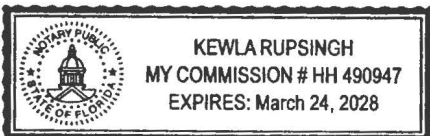
Kewla Rupasingh
Print Notary Name

Notary Public of:

My Commission Expires:

State of Florida

March 24, 2028





ORANGE COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Dated: 29 October 2024

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

for By: Jennifer Lara-Klimetz
Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

Date: OCT 29 2024

EXHIBIT "A"

(the "Property")

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

That part of Section 32, Township 23 South, Range 29 East, and that part of Sections 4, and 5, Township 24 South, Range 29 East, Orange County, Florida, lying South of Destination Parkway, as described in Official Records Book 9936, Page 9262, of the Public Records of Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 32, Township 23 South, Range 29 East, Orange County, Florida, and run S 00°23'29" E along the East line of the Northwest 1/4 of said Section 32 for a distance of 150.00 feet to the Southerly Right-of-Way line of Sand Lake Road (State Road No. 482) and the POINT OF BEGINNING; thence run N 89°25'24" E along said Right-of-Way line for a distance of 67.53 feet; thence run S 81°23'36" E along said Right-of-Way line for a distance of 463.92 feet; thence run N 89°25'24" E along said Right-of-Way line for a distance of 327.39 feet to the Northwest corner of SOUTH PARK UNIT FOUR, as recorded in Plat Book 20, Page 137, of the Public Records of Orange County, Florida; thence run S 14°31'46" W along the Westerly line of said SOUTH PARK UNIT FOUR for a distance of 775.29 feet; thence run S 44°32'05" W along said line for a distance of 915.17 feet; thence run S 01°02'55" E along said line for a distance of 1334.23 feet to the Southwest corner of Block C of said SOUTH PARK UNIT FOUR; thence run the following courses and distances along the Easterly boundary line of land described in Official Records Book 5638, Page 3539, of said Public Records: S 25°01'15" E, 1853.51 feet; S 26°34'44" E, 717.30 feet; S 31°10'09" E, 720.99 feet; S 37°53'05" E, 379.83 feet; S 27°03'01" E, 241.93 feet; S 89°32'59" W, 261.80 feet; S 20°14'33" E, 212.56 feet; N 89°32'59" E, 189.82 feet; S 00°27'01" E, 1070.22 feet; N 89°32'59" E, 474.09 feet; S 00°27'01" E, 600.00 feet; N 89°32'59" E, 548.30 feet; S 47°34'10" E, 407.18 feet; S 02°36'38" W, 707.27 feet; S 20°41'21" W, 155.45 feet; S 75°11'44" W, 292.76 feet; S 61°59'53" W, 300.27 feet; S 42°08'32" W, 320.49 feet; S 52°35'51" W, 354.96 feet; S 24°25'14" W, 388.53 feet to a point on the Northerly Right-of-Way line of State Road 528 (the Beeline Expressway), said point being on a non-tangent curve concave Northerly having a radius of 951.74 feet, a central angle of 01°05'01" and a chord bearing of S 89°00'50" W; thence run Westerly along the arc of said curve and said Northerly Right-of-Way line for a distance of 18.00 feet to the point of non-tangency; thence run S 88°24'36" W along said Right-of-Way line for a distance of 200.00 feet; thence run S 89°33'21" W along said Right-of-Way line for a distance of 171.40 feet; thence run the following courses and distances along the Westerly boundary line of said Official Records Book 5638, Page 3539: N 23°03'00" E, 376.21 feet; N 00°47'57" W, 239.78 feet; N 02°02'42" W, 263.50 feet; N 11°37'34" W, 545.89 feet; N 01°39'39" E, 566.80 feet; N 10°33'20" W, 603.90 feet; N 21°09'16" E, 855.17 feet; N 19°56'04" W, 1106.85 feet; N 33°35'09" W, 1606.57 feet; N 16°58'02" W, 571.27 feet; N 32°04'58" W, 1802.61 feet; N 10°24'56" E, 1121.51 feet; N 03°52'28" E, 1376.69 feet to a point on the aforesaid Southerly Right-of-Way line of Sand Lake Road; thence run N 89°25'19" E along said Right-of-Way line for a distance of 337.24 feet to the POINT OF BEGINNING.

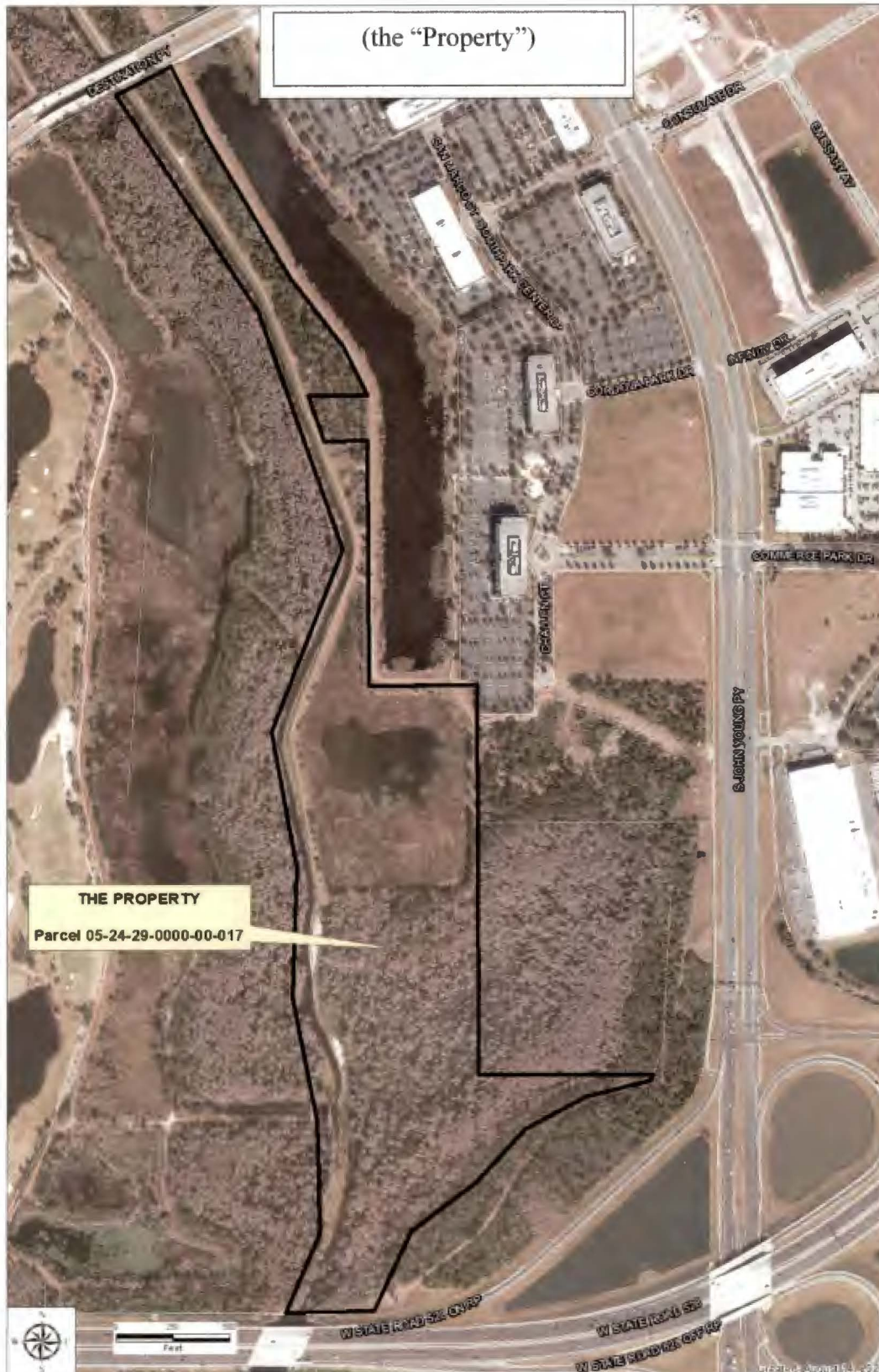
LESS AND EXCEPT:

A tract of land lying in Sections 4 and 5, Township 24 South, Range 29 East, being a portion of the lands described in Official Records Book 5638, Page 3539, of the Public Records of Orange County, Florida, described as follows:

BEGIN at the Southwest corner of Lot 8, GRAN PARK AT SOUTHPARK PHASE II, according to the plat thereof as recorded in Plat Book 55, Pages 41 through 43 of said Public Records; thence run N89°32'59"E, along the South line of said Lot 8, and the Easterly line of said lands described in Official Records Book 5638, Page 3539, a distance of 548.30 feet; thence departing said South line, run along said Easterly line the following courses: S47°34'10"E, 407.18 feet; S02°36'38"W, 707.27 feet; S20°41'21"W, 127.30 feet; thence, departing said Easterly line, run S89°32'59"W, 762.99 feet; thence run N00°27'01"W, 1102.07 feet to the POINT OF BEGINNING.

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

Exhibit "B"



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 24 2016

Exhibit "C"

"the Trail"

THIS IS A DONATION

Instrument: 8033.1/8035.1
Project: Shingle Creek Multi Use Trail

DOC# 20160286322
06/03/2016 11:35:35 AM Page 1 of 26
Rec Fee: \$222.50
Deed Doc Tax: \$0.70
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: ORANGE COUNTY REAL ESTATE

RECREATIONAL TRAIL EASEMENT

This Grant of Easement ("Easement") made and given as of the 1st day of April, 2016, by Universal City Property Management III, LLC, a Delaware limited liability company, formerly known as Universal City Property Management Company III, a Delaware corporation, whose address is 45 Ansley Drive, Newnan, Georgia 30263, ("Grantor") to Orange County, Florida, a charter county and political subdivision of the State of Florida ("Grantee"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

Property Appraiser's Parcel Identification Numbers:

a portion of:

05-24-29-0000-00-017 and 32-23-29-0000-00-007

WITNESSETH:

WHEREAS, the Grantee desires to construct and maintain a multipurpose public recreational trail and associated facilities as part of Orange County's Shingle Creek Multi-Use Trail across certain lands owned by Grantor for the benefit of the residents of and visitors to Orange County (the "Shingle Creek Trail Segment" or "Trail Segment"); and

WHEREAS, the Trail Segment will create a linear park to accommodate pedestrians and non-motorized traffic, and the paved surface will vary from approximately fourteen feet (14') wide for the general trail portions to 15 feet 4 inches (15'- 4") wide for the boardwalk portions (the Trail Segment and all appurtenant facilities, embankments, stormwater drainage swales, signage, landscaping and structures provided by Grantee shall hereafter be referred to as the "Facilities"); and

AGENT 8 BCC
RETURN TO REAL ESTATE
MANAGEMENT DIVISION

Instrument: 8033.1/8035.1
Project: Shingle Creek Multi Use Trail

WHEREAS, Grantor wishes to convey to Grantee an easement encompassing the Trail Segment, more particularly described in Schedule 'A,' which is attached hereto and incorporated herein by this reference (the "Easement Area").

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the parties hereto agree as follows:

Grantor hereby gives, grants and conveys unto Grantee a perpetual easement on, over, under and within the Easement Area with full authority to enter thereupon, and construct, repair and maintain, as the Grantee may deem necessary, all Facilities deemed necessary or desirable by Grantee. Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the Trail Segment and its Facilities out of and away from the Easement Area.

Grantor hereby reserves the rights of ingress, egress, and use of the Easement Property at any time for any public purpose which will not interfere with the rights conferred upon Grantee hereunder, provided that the Trail Segment surface and all of Grantee's Facilities within the Easement Area shall be restored by Grantor to the extent such restoration is reasonably possible. However, Grantor shall not build, construct or create, nor give its consent to any other person or entity to build, construct or create any permanent physical improvements upon the Easement Area.

[SIGNATURE ON FOLLOWING PAGE]

Instrument: 8033.1/8035.1
Project: Shingle Creek Multi Use Trail

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

Universal City Property Management III, LLC,
a Delaware limited liability company, formerly
known as Universal City Property Management
Company III, a Delaware corporation.

By: Fourth Quarter Properties XLIX, LLC,
a Georgia limited liability company,
its Manager

Deborah Mathis
Witness:

Deborah Mathis
Printed Name:

Travis Johnson
Witness:

Travis Johnson
Print Name:

By: [Signature]
Stanley E. Thomas
Manager

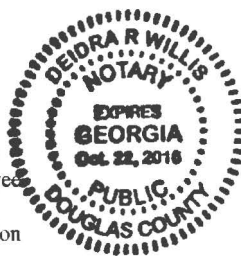
(Signature of TWO witnesses required by Florida law)

STATE OF Georgia
COUNTY OF Coweta

The foregoing instrument was acknowledged before me this 1st day of April,
2016, by Stanley E. Thomas, Manager of Fourth Quarter Properties XLIX, LLC, a Georgia limited
liability company, Manager of Universal City Property Management III, LLC, a Delaware limited liability
company, formerly known as Universal City Property Management Company III, a Delaware corporation.
He is personally known to me or has produced _____ as identification.

(Notary Seal)

This instrument prepared by:
Monica L. Hand, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida



[Signature]
Notary Signature

Deidra R. Willis
Printed Notary Name

Notary Public in and for
the county and state aforesaid

My commission expires: 10/22/16

S:\Forms & Master Docs\Project Document Files\1 Misc Documents\S\Shingle Creek Multi Use Trail RTE 8033.1-8035.1.doc 11-18-15
FDA/pb rev 11-19-15 FDA/pb

SCHEDULE "A"

PARCEL No.: 8033
 ESTATE: PERPETUAL EASEMENT
 PURPOSE: RECREATIONAL TRAIL

LEGAL DESCRIPTION:

That part of Section 5, Township 24 South, Range 29 East & Section 32, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the East quarter corner of said Section 5; run thence South 89° 39' 07" West along North line of Southeast 1/4 of said Section 5 a distance of 358.96 feet to a point on the Easterly line of lands described in Official Records Book 5638, Page 3539, of the Public Records of Orange County, Florida; thence departing said North line run South 00° 14' 19" East along said Easterly line a distance of 277.21 feet to the POINT OF BEGINNING; thence continue along said Easterly line South 00° 14' 19" East for a distance of 79.34 feet; thence South 00° 14' 15" East for a distance of 279.69 feet to a point on a non-tangent curve concave Northwesterly having a radius of 83.50 feet and a chord bearing of South 50° 18' 21" West; from a tangent bearing of South 11° 01' 11" West depart said Easterly line and run Southerly along the arc of said curve through a central angle of 78° 34' 20" for a distance of 114.51 feet to a point of tangency; thence South 89° 35' 31" West for a distance of 88.66 feet; thence North 89° 50' 40" West for a distance of 100.02 feet; thence South 89° 43' 32" West for a distance of 200.02 feet; thence South 89° 45' 44" West for a distance of 163.75 feet to a point of curvature of a curve concave Northeasterly having a radius of 83.50 feet and a chord bearing of North 50° 23' 52" West; thence Northerly along the arc of said curve through a central angle of 79° 40' 47" for a distance of 116.12 feet to a point of tangency; thence North 10° 33' 29" West for a distance of 36.81 feet; thence North 09° 21' 23" West for a distance of 100.02 feet; thence North 09° 12' 02" West for a distance of 149.77 feet; thence North 12° 10' 46" West for a distance of 49.99 feet; thence North 10° 09' 32" West for a distance of 298.64 feet to a point of curvature of a curve concave Easterly having a radius of 170.50 feet and a chord bearing of North 03° 19' 01" East; thence Northerly along the arc of said curve through a central angle of 26° 57' 06" for a distance of 80.20 feet to a point of tangency; thence North 16° 47' 34" East for a distance of 76.43 feet; thence North 21° 51' 53" East for a distance of 100.49 feet; thence North 22° 34' 44" East for a distance of 100.06 feet; thence North 22° 34' 07" East for a distance of 99.89 feet; thence North 20° 23' 25" East for a distance of 99.88 feet; thence North 21° 31' 40" East for a distance of 100.04 feet; thence North 21° 14' 42" East for a distance of 138.30 feet; thence North 67° 07' 01" West for a distance of 6.40 feet to a point on a non-tangent curve concave Westerly having a radius of 282.00 feet and a chord bearing of North 00° 42' 45" West; from a tangent bearing of North 21° 14' 34" East run Northerly along the arc of said curve through a central angle of 43° 54' 38" for a distance of 216.12 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 5018.00 feet and a chord bearing of North 21° 27' 56" West; thence Northerly along the arc of said curve through a central angle of 02° 24' 16" for a distance of 210.59 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 982.00 feet and a chord bearing of North 22° 56' 35" West; thence Northerly along the arc of said curve through a central angle of 05° 21' 34" for a distance of 91.86 feet to a point of intersection with a non-tangent line; thence North 21° 08' 35" West for a distance of 46.10 feet; thence North 53° 51' 13" West for a

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

SKETCH OF DESCRIPTION ONLY; THIS IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Herman Daniel Williams, III, P.S.M.
 LICENSE NUMBER: 6227
 CERTIFICATE OF AUTHORIZATION No. LB 7963
 Date: 11/23/15



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORANGE COUNTY FLORIDA
**SHINGLE CREEK
 REGIONAL TRAIL PHASE 1
 SEGMENT 2**

DRAWN BY: RGR	DATE: 07/10/15
CHECKED BY: HDW	DATE: 07/27/15
REVISED: 11/23/15	SCALE: N/A
JOB No: 120RA.SHI	SHEET 1 OF 9

SKETCH OF DESCRIPTION

PARCEL No.: 8033

THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION: (CONTINUED FROM SHEET 1)

distance of 14.68 feet; thence North 20° 01' 51" West for a distance of 230.59 feet; thence North 13° 35' 09" West for a distance of 56.19 feet to a point on a non-tangent curve Southwesterly having a radius of 982.00 feet and a chord bearing of North 18° 59' 32" West; from a tangent bearing of North 16° 13' 58" West run thence Northerly along the arc of said curve through a central angle of 05° 31' 09" for a distance of 94.59 feet to a point of tangency, thence North 21° 45' 07" West for a distance of 295.57 feet to a point of curvature of a curve concave Southwesterly having a radius of 486.00 feet and a chord bearing of North 27° 28' 33" West; thence Northerly along the arc of said curve through a central angle of 11° 26' 53" for a distance of 97.11 feet to a point of tangency; thence North 33° 12' 00" West for a distance of 873.76 feet; thence North 30° 48' 22" West for a distance of 100.72 feet to a point of curvature of a curve concave Northeasterly having a radius of 92.00 feet and a chord bearing of North 18° 54' 53" West; thence Northerly along the arc of said curve through a central angle of 23° 46' 57" for a distance of 38.19 feet to a point on the Southerly right of way line of Destination Parkway as described in Official Records Book 9200, Page 947, of the Public Records of Orange County, Florida; thence North 62° 44' 47" East along said right of way for a distance of 54.44 feet; thence departing said Southerly right of way line run South 03° 28' 39" East for a distance of 16.26 feet to a point of curvature of a curve concave Northeasterly having a radius of 42.00 feet and a chord bearing of South 17° 08' 30" East; thence Southerly along the arc of said curve through a central angle of 27° 19' 43" for a distance of 20.03 feet to a point of tangency; thence South 30° 48' 22" East for a distance of 99.68 feet; thence South 33° 12' 00" East for a distance of 872.71 feet to a point of curvature of a curve concave Southwesterly having a radius of 536.00 feet and a chord bearing of South 27° 28' 33" East; thence Southerly along the arc of said curve through a central angle of 11° 26' 53" for a distance of 107.10 feet to a point of tangency; thence South 21° 45' 07" East for a distance of 295.57 feet to a point of curvature of a curve concave Southwesterly having a radius of 1032.00 feet and a chord bearing of South 18° 57' 36" East; thence Southerly along the arc of said curve through a central angle of 05° 35' 02" for a distance of 100.58 feet to a point of intersection with a non-tangent line; thence South 13° 35' 09" East for a distance of 54.52 feet; thence South 20° 01' 51" East for a distance of 212.58 feet; thence South 53° 51' 13" East for a distance of 14.15 feet; thence South 21° 08' 35" East for a distance of 58.84 feet to a point of a non-tangent curve Concave Southwesterly having a radius of 1032.00 feet and a chord bearing of South 22° 53' 17" East; thence Southerly along the arc of said curve through a central angle of 05° 14' 58" for a distance of 94.55 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 4968.00 feet and a chord bearing of South 21° 27' 56" East; thence Southerly along the arc of said curve through a central angle of 02° 24' 16" for a distance of 208.49 feet to a point of reverse curvature of a curve concave Westerly having a radius of 332.00 feet and a chord bearing of South 00° 35' 21" East; thence Southerly along the arc of said curve through a central angle of 44° 09' 28" for a distance of 255.87 feet to a point of intersection with a non-tangent line; thence North 57° 07' 01" West for a distance of 7.52 feet; thence South 21° 38' 12" West for a distance of 187.40 feet; thence South 20° 46' 58" West for a distance of 150.09 feet; thence South 22° 20' 24" West for a distance of 299.01 feet; thence South 16° 47' 34" West for a distance of 74.83 feet to a point of curvature of a curve concave Easterly having a radius of 135.50 feet and a chord bearing of South 03° 19' 01" West; thence Southerly along the arc of said curve through a central angle of 26° 57' 06" for a distance of 63.74 feet to a point of tangency; thence South 10° 09' 32" East for a distance of 298.02 feet; thence South 12° 10' 46" East for a distance of 50.12 feet; thence South 09° 25' 44" East for a distance of 285.89 feet to a point of curvature of a curve concave

(LEGAL DESCRIPTION CONTINUED ON SHEET 3)

SINGLE CREEK REGIONAL TRAIL PHASE 1 SEGMENT 2 O.C. PROJECT No. Y12-819-CH	DRAWN BY: RGR	DATE: 07/10/15	REVISED: 11/23/15	SCALE: N/A
	CHECKED BY: HDW	DATE: 07/27/15	JOB No: 120RA.SHI	SHEET 2 OF 9

SKETCH OF DESCRIPTION

PARCEL No.: 8033
THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION: (CONTINUED FROM SHEET 2)

Northeasterly having a radius of 48.50 feet and a chord bearing of South 49° 50' 00" East; thence Southerly along the arc of said curve through a central angle of 80° 48' 32" for a distance 68.40 to a point of tangency; thence North 89° 45' 44" East for a distance of 163.73 feet; thence North 89° 43' 32" East for a distance of 199.96 feet; thence North 89° 34' 43" East for a distance of 150.06 feet; thence South 88° 49' 14" East for a distance of 37.24 feet to a point of curvature of a curve concave Northwesterly having a radius of 48.50 feet and a chord bearing of North 47° 17' 59" East; thence Northerly along the arc of said curve through a central angle of 87° 45' 35" for a distance of 74.29 feet to a point of tangency; thence North 03° 25' 12" East for a distance of 45.94 feet; thence North 00° 51' 25" East for a distance of 49.49 feet; thence North 00° 46' 43" East for a distance of 49.89 feet; thence North 00° 16' 36" East for a distance of 49.67 feet; thence North 00° 54' 55" West for a distance of 50.17 feet; thence North 01° 05' 46" East for a distance of 45.40 feet to a point of curvature of a curve concave Southeasterly having a radius of 72.50 feet and a chord bearing of North 26° 25' 05" East; thence Northerly along the arc of said curve through a central angle of 50° 38' 38" for a distance of 64.08 feet to the POINT OF BEGINNING.

Containing 4.713 acres, more or less.

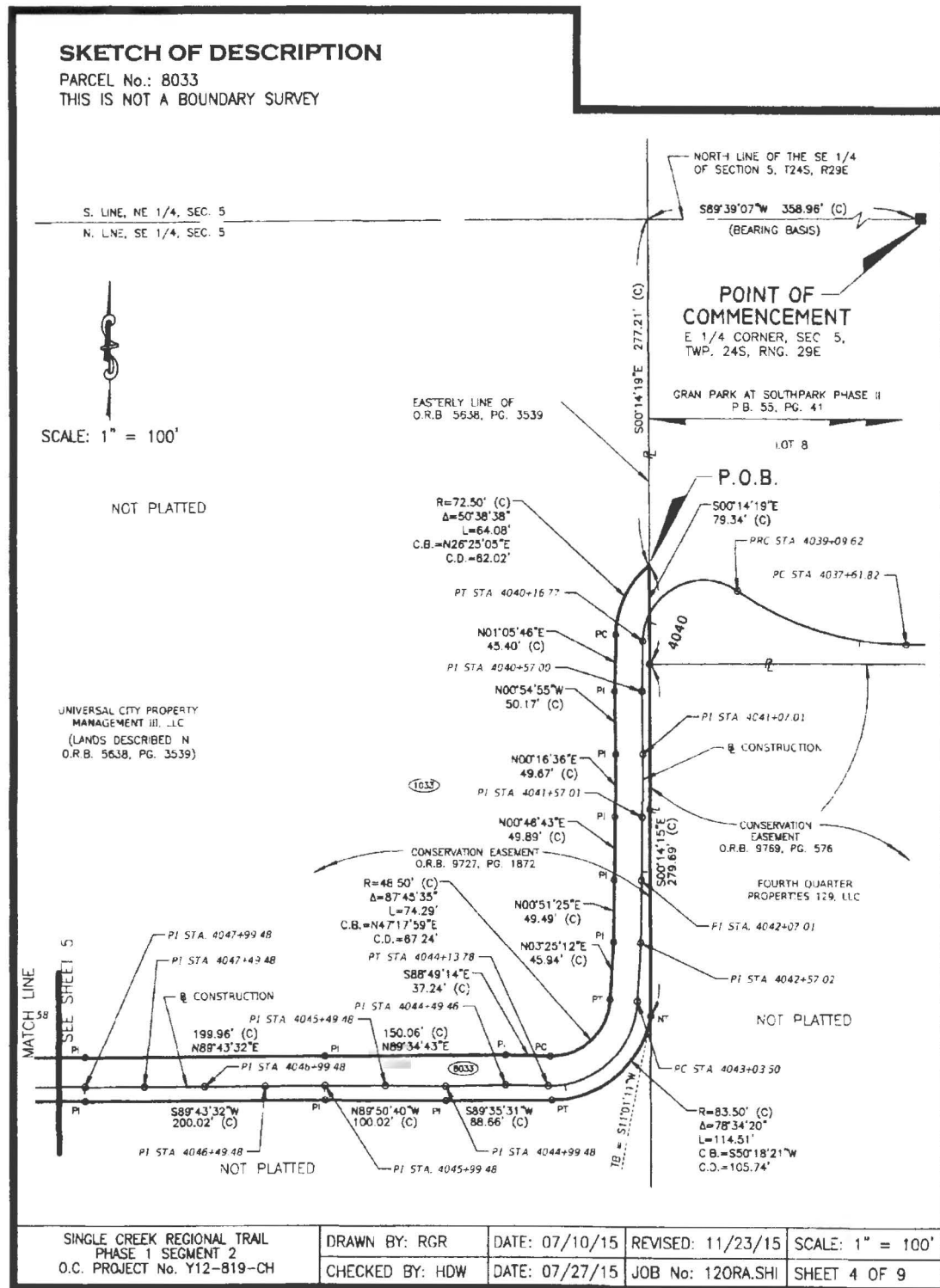
GENERAL NOTES:

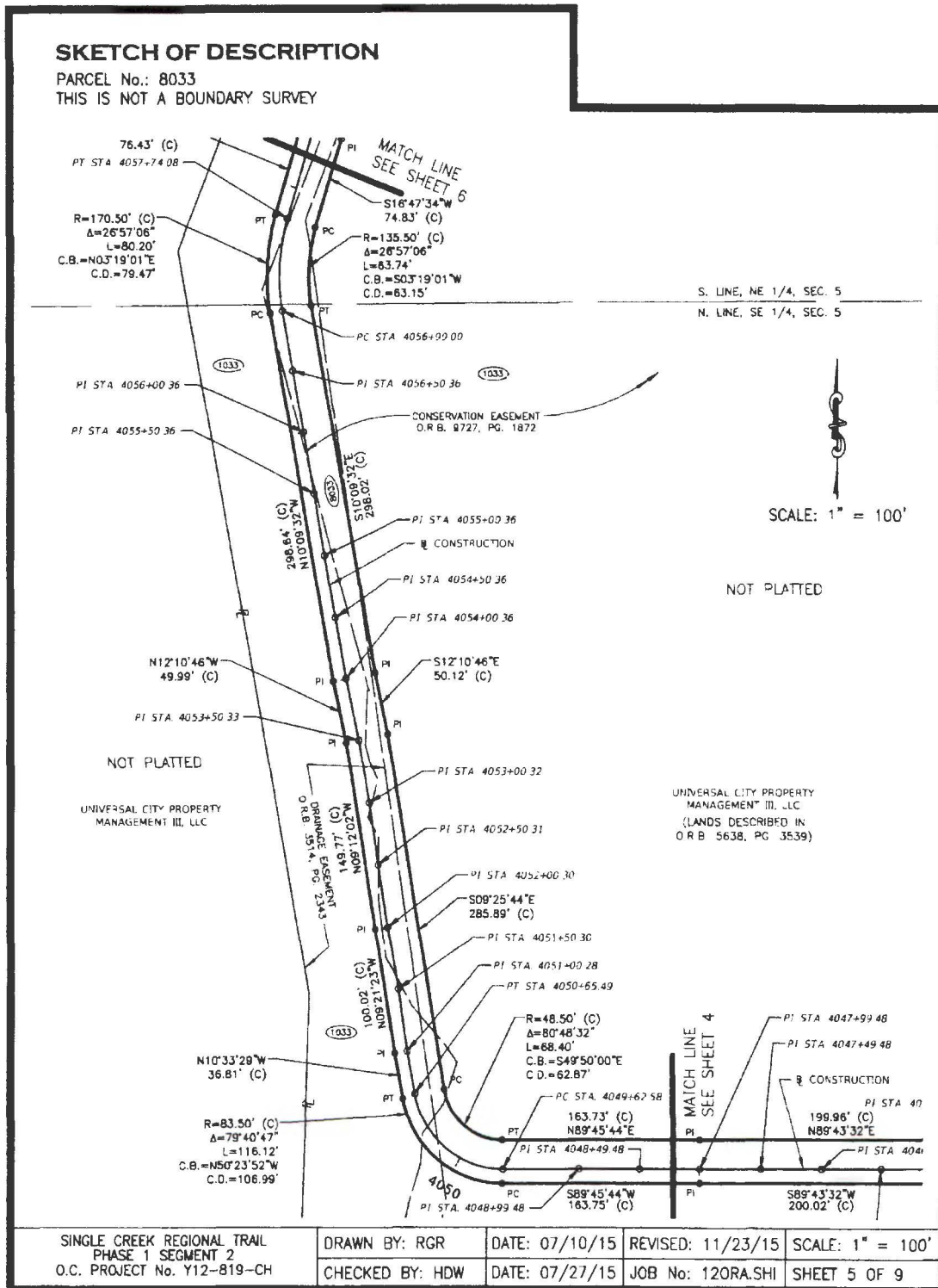
1. The purpose of this sketch is to delineate the description attached hereto. This does not represent a boundary survey.
2. Bearings based on the North line of the SE 1/4 of Section 5, Township 24 South, Range 29 East, being S89°39'07"W, an assumed datum.
3. This sketch of description is prepared with the benefit of Title Search No. 2037-2943380/12.00151 prepared by First American Title Insurance Company, dated April 25, 2013, which has been provided to and reviewed by the undersigned surveyor. Exceptions listed therein (if any) which affect the parcel described herein, which can be delineated or noted, are shown hereon.
4. All recording references shown on this sketch refer to the Public Records of Orange County, Florida, unless otherwise noted.
5. This sketch may have been reduced in size by reproduction. This must be considered when obtaining scaled data.

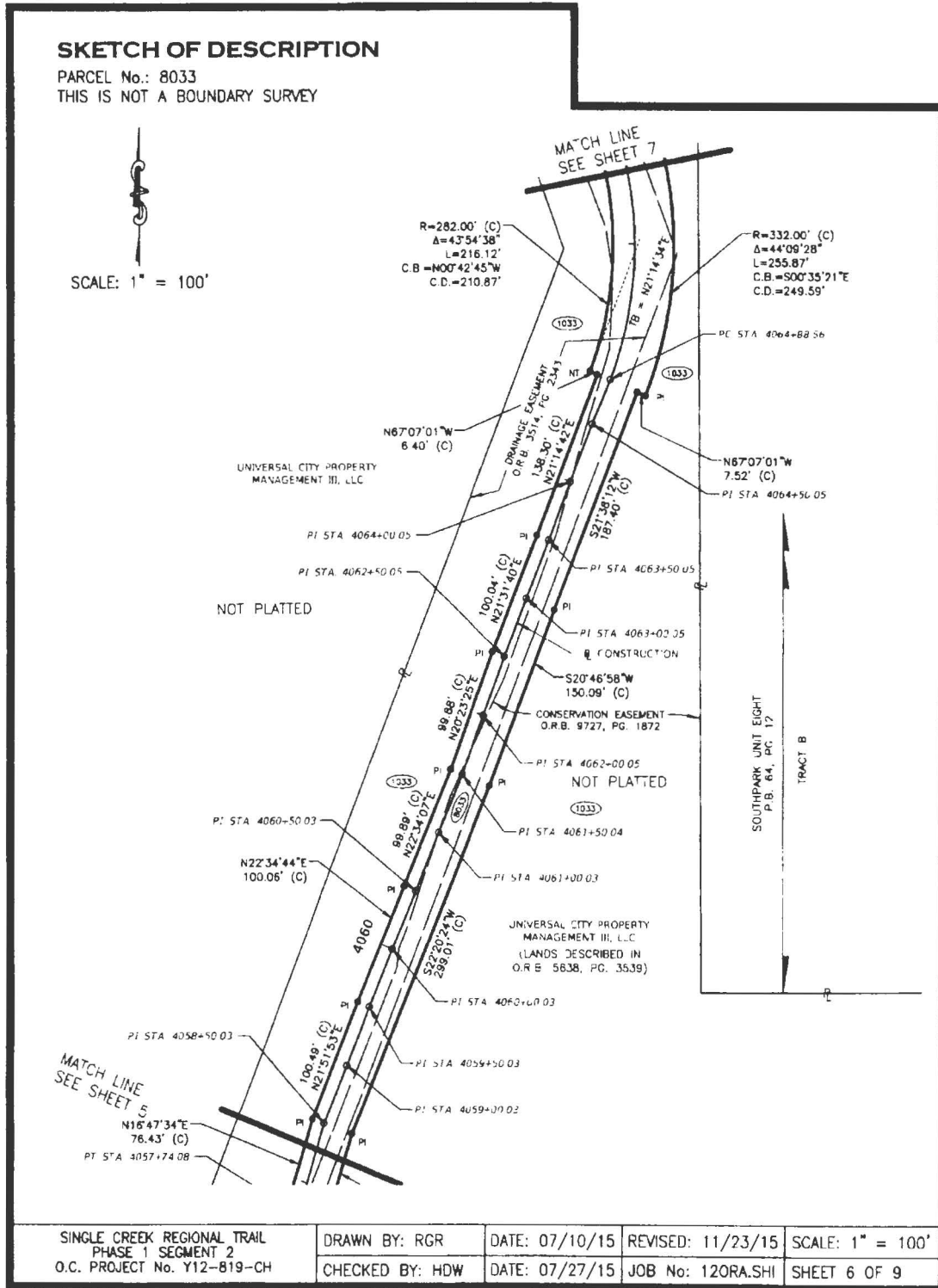
LEGEND / ABBREVIATIONS:

BCC	BOARD COUNTY COMMISSIONERS	PI	POINT OF INTERSECTION
BL	BASELINE	PC	POINT OF CURVATURE
BP	BEGIN PROJECT	PCC	POINT OF COMPOUND CURVE
(C)	CALCULATED DATA	PG.	PAGE
C.B.	CHORD BEARING	PRC	POINT OF REVERSE CURVE
C.D.	CHORD DISTANCE	PT	POINT OF TANGENCY
	DELTA (CENTRAL ANGLE)	R	RADIUS
EP	END PROJECT	R/W	RIGHT OF WAY
L	LENGTH	RNG.	RANGE
NT	NON-TANGENT	S.R.	STATE ROAD
O.R.B.	OFFICIAL RECORDS BOOK	S.R.D.	STATE ROAD DEPARTMENT
P.B.	PLAT BOOK	SEC.	SECTION
P.O.B.	POINT OF BEGINNING	STA.	STATION
		TB	TANGENT BEARING
		TWP.	TOWNSHIP

SINGLE CREEK REGIONAL TRAIL PHASE 1 SEGMENT 2 O.C. PROJECT No. Y12-819-CH	DRAWN BY: RGR	DATE: 07/10/15	REVISED: 11/23/15	SCALE: N/A
	CHECKED BY: HDW	DATE: 07/27/15	JOB No: 120RA.SHI	SHEET 3 OF 9



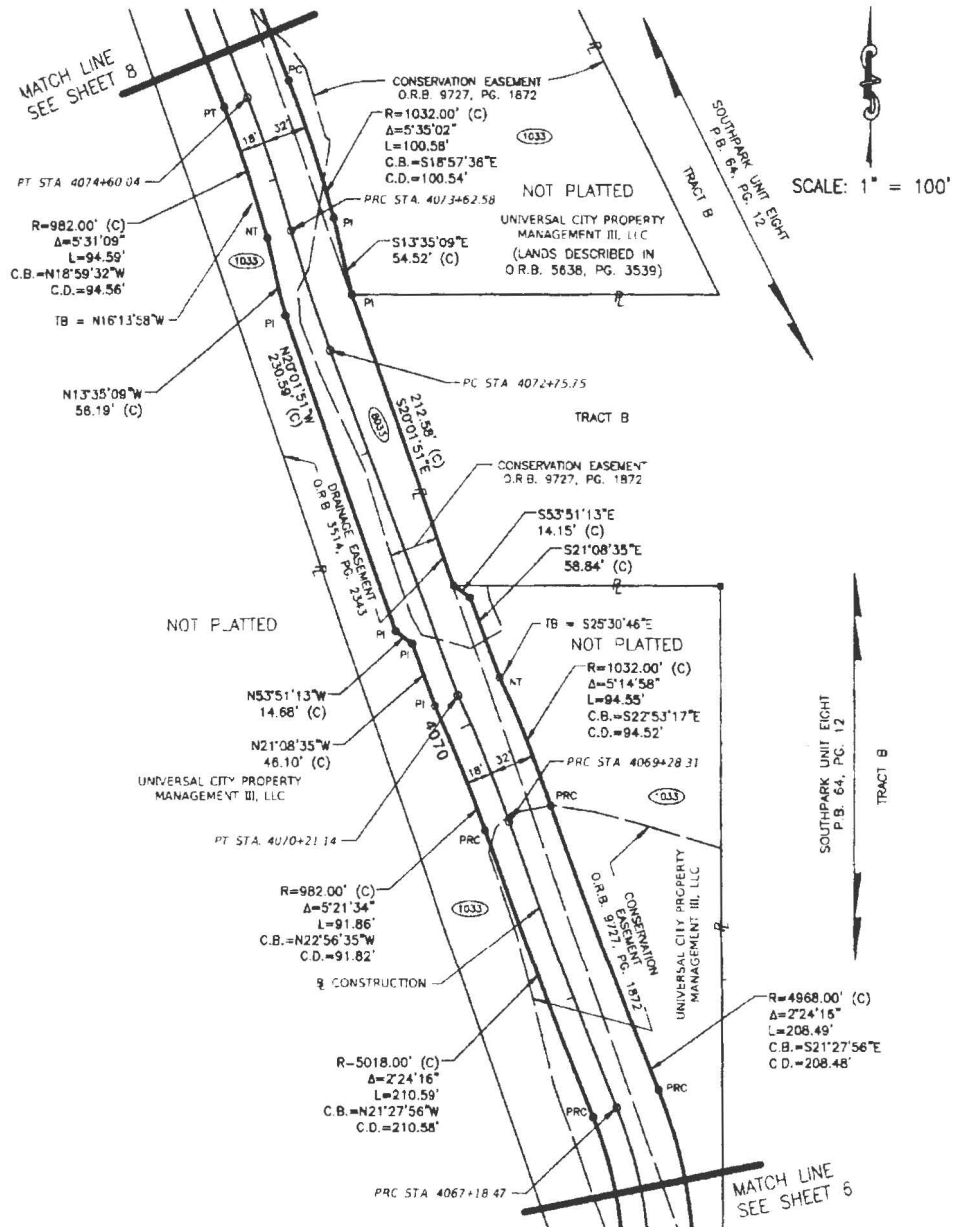




SKETCH OF DESCRIPTION

PARCEL No.: 8033

THIS IS NOT A BOUNDARY SURVEY



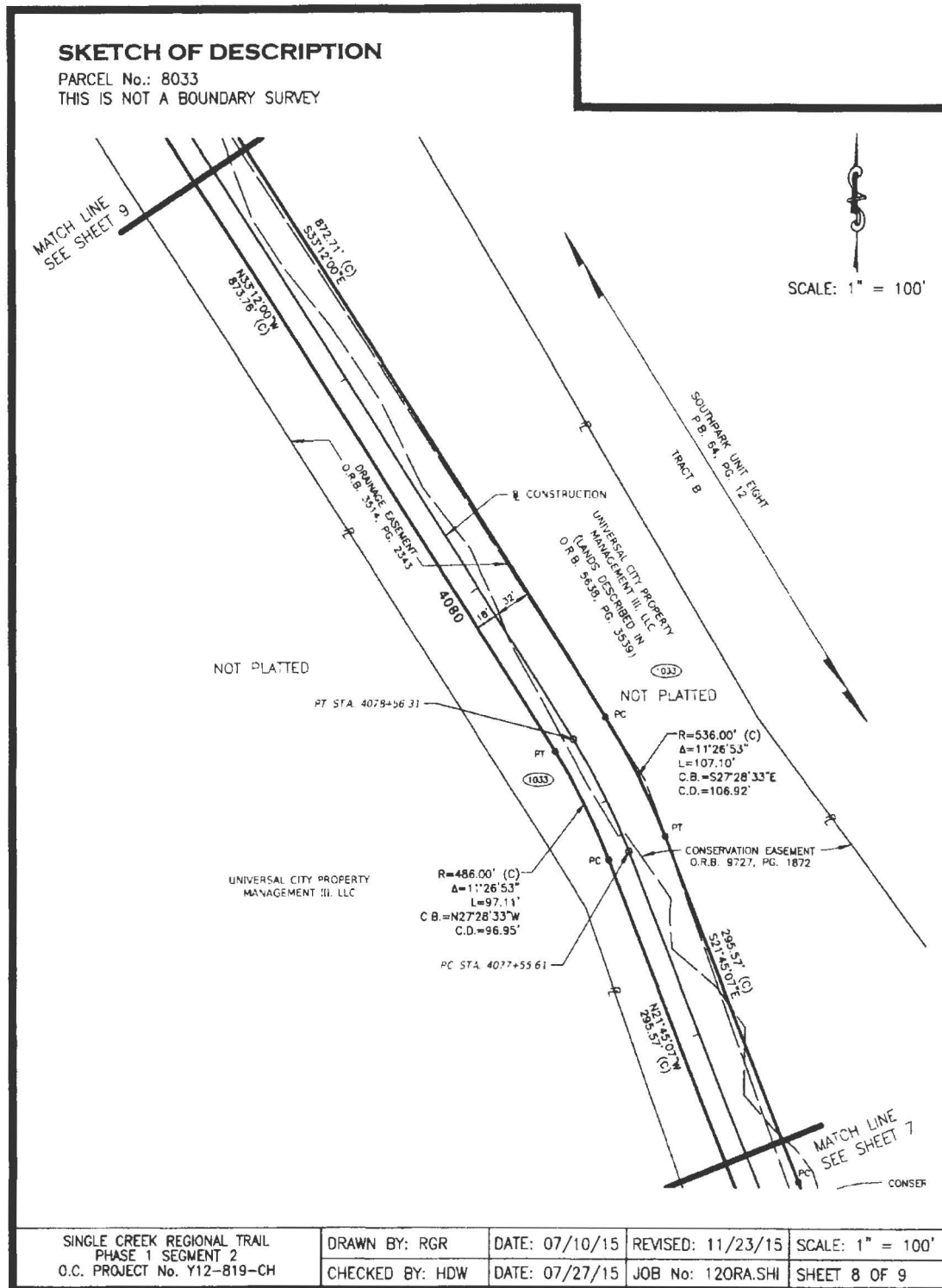
SINGLE CREEK REGIONAL TRAIL
PHASE 1 SEGMENT 2
O.C. PROJECT No. Y12-819-CH

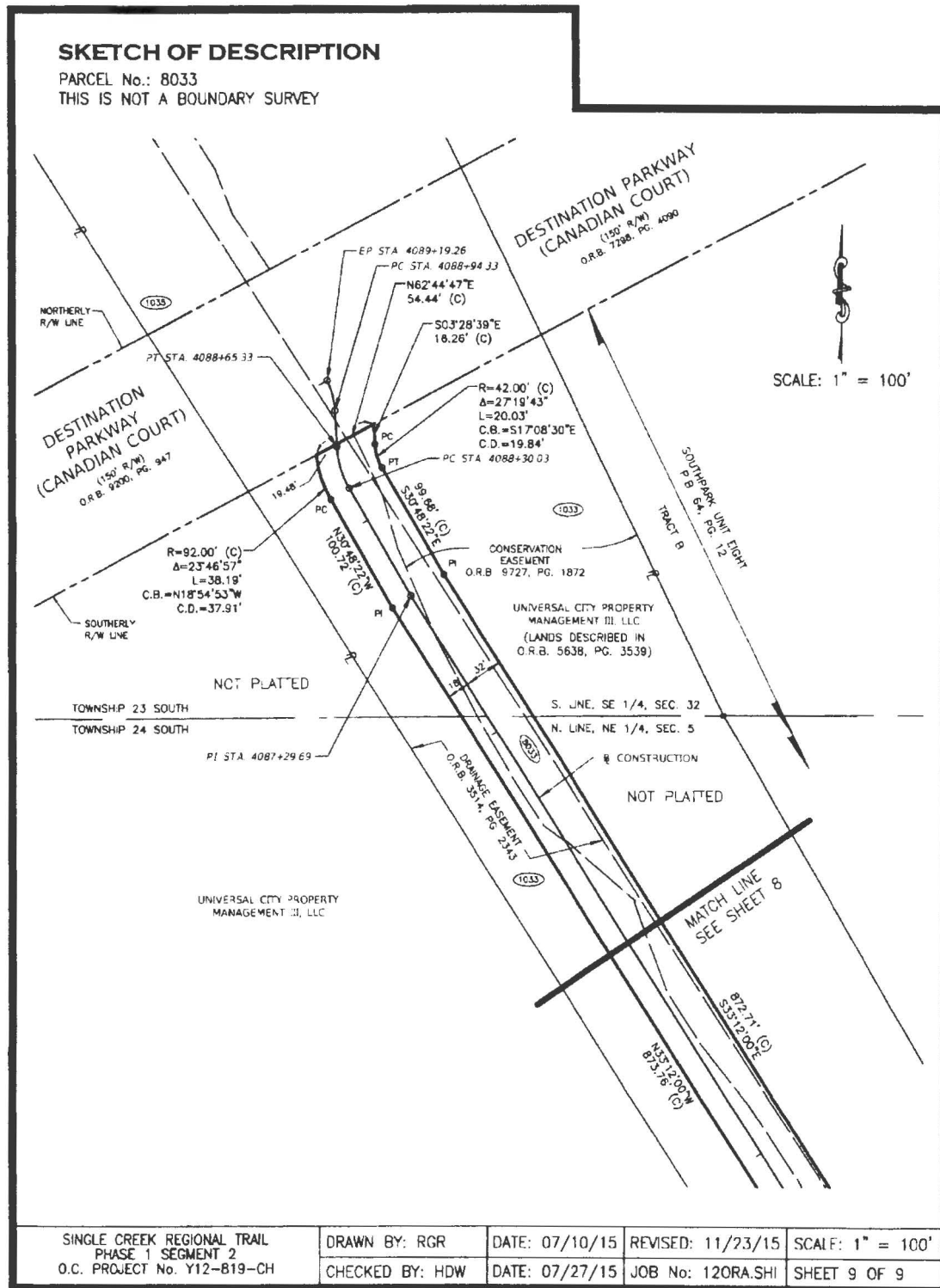
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CHECKED BY: HDW

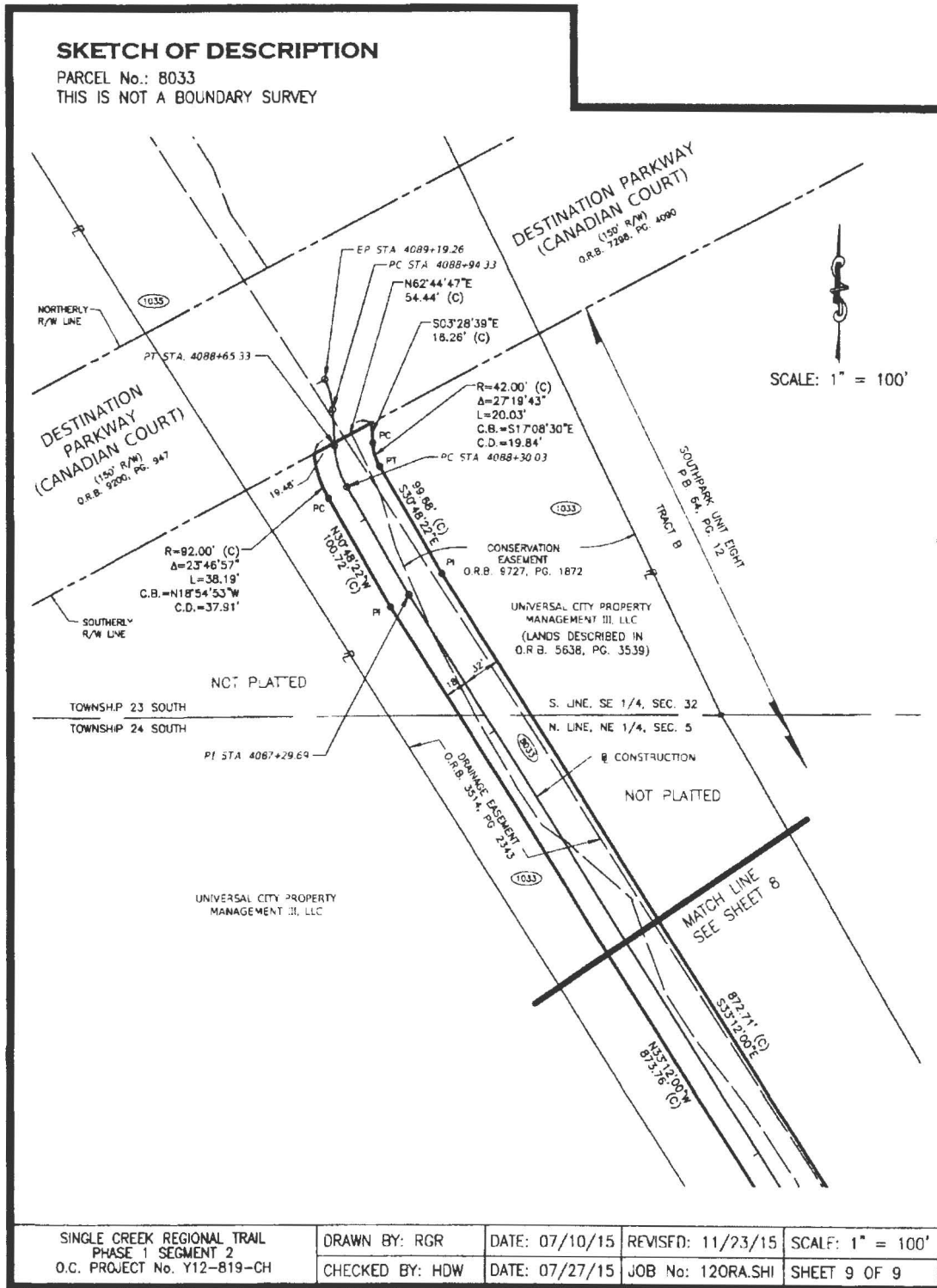
DATE: 07/10/15
DATE: 07/27/15

REVISED: 11/23/15
JOB No: 120RA.SHI

SCALE: 1" = 100'
SHEET 7 OF 9







SCHEDULE "A"

PARCEL No.: 8033A
 ESTATE: PERPETUAL EASEMENT
 PURPOSE: RECREATIONAL TRAIL

LEGAL DESCRIPTION:

That part of Sections 4 & 5, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the East quarter corner of said Section 5; run thence South 00°14'03" East along West line of Southwest 1/4 of said Section 4, a distance of 1459.08 feet to a point on the South line of lands described in Official Records Book 8891, Page 803, of the Public Records of Orange County, Florida; thence departing said West line run North 89°46'31" East along said South line a distance of 404.13 feet to the POINT OF BEGINNING; said point also being on the Westerly line of lands described in Official Records Book 10164, page 8456, of said Public Records; thence run the following six (6) courses and distances along said Westerly line; South 20°54'53" West a distance of 28.11 feet; thence South 75°23'48" West a distance of 292.73 feet; thence South 62°12'33" West a distance of 300.20 feet; thence South 42°21'39" West a distance of 320.48 feet; thence South 52°48'58" West a distance of 354.96 feet; thence South 24°38'25" West a distance of 388.30 feet to a point on the Northerly limited access right of way line of the Martin Anderson Beachline Expressway (S.R. 528) Section 75004-2502 and a point on a non-tangent curve concave Northerly having a radius of 951.74 feet and a chord bearing of South 88°07'53" West; from a tangent bearing of South 87°35'43" West run Westerly along the arc of said curve through a central angle of 0°04'54" for a distance of 17.97 feet to a point of tangency; thence continue along said Northerly limited access right of way line run South 88°37'35" West a distance of 37.74 feet; thence departing said Northerly limited access right of way line run North 24°38'25" East a distance of 425.42 feet; thence North 52°48'58" East a distance of 362.93 feet; thence North 42°21'39" East a distance of 324.66 feet; thence North 62°12'33" East a distance of 314.72 feet; thence North 75°23'48" East a distance of 209.07 feet to a point on aforementioned South line of said lands described in Official Records Book 8891, page 803, of said Public Records; thence North 89°46'31" East along said South line a distance of 109.20 feet to the POINT OF BEGINNING.

Containing 1.923 acres, more or less.

SKETCH OF DESCRIPTION ONLY; THIS IS NOT A SURVEY

<p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE.</p> <p><i>H. D. Williams III</i></p> <p>Herman Douglas Williams III, P.S.M. LICENSE NUMBER 6228 CERTIFICATE OF AUTHORIZATION NO. LB 7963 Dated: 03/14/16</p>	<p>WBQ Design & Engineering</p> <p>201 N. Magnolia Avenue - Suite 200 - Orlando FL 32801 Phone (407) 850-1300 Fax (407) 850-1021</p> <p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>	<p>ORANGE COUNTY FLORIDA SHINGLE CREEK REGIONAL TRAIL PHASE I SEGMENT 2</p> <table border="1"> <tr> <td>DRAWN BY: RGR</td> <td>DATE: 03/11/16</td> </tr> <tr> <td>CHECKED BY: HDW</td> <td>DATE: 03/14/16</td> </tr> <tr> <td>REVISED:</td> <td>SCALE: N/A</td> </tr> <tr> <td>JOB No: 120RA.SHI</td> <td>SHEET 1 OF 4</td> </tr> </table>	DRAWN BY: RGR	DATE: 03/11/16	CHECKED BY: HDW	DATE: 03/14/16	REVISED:	SCALE: N/A	JOB No: 120RA.SHI	SHEET 1 OF 4
DRAWN BY: RGR	DATE: 03/11/16									
CHECKED BY: HDW	DATE: 03/14/16									
REVISED:	SCALE: N/A									
JOB No: 120RA.SHI	SHEET 1 OF 4									

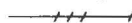
SKETCH OF DESCRIPTION

PARCEL No.: 8033A
THIS IS NOT A BOUNDARY SURVEY

GENERAL NOTES:

1. The purpose of this sketch is to delineate the description attached hereto. This does not represent a boundary survey.
2. Bearings based on the West line of the SW 1/4 of Section 4, Township 24 South, Range 29 East, being S00°14'03"E, an assumed datum.
3. This sketch of description is prepared with the benefit of Title Search No. 2037-3474683/15.00187 prepared by First American Title Insurance Company, dated November 20, 2015, which has been provided to and reviewed by the undersigned surveyor. Exceptions listed therein (if any) which affect the parcel described herein, which can be delineated or noted, are shown hereon.
4. All recording references shown on this sketch refer to the Public Records of Orange County, Florida, unless otherwise noted.
5. This sketch may have been reduced in size by reproduction. This must be considered when obtaining scaled data.

LEGEND / ABBREVIATIONS:

BCC	BOARD COUNTY COMMISSIONERS	PC	POINT OF CURVATURE
B	BASELINE	PCC	POINT OF COMPOUND CURVE
BP	BEGIN PROJECT	PG.	PAGE
(C)	CALCULATED DATA	PRC	POINT OF REVERSE CURVE
C.B.	CHORD BEARING	P.L.	PROPERTY LINE
C.D.	CHORD DISTANCE	PT	POINT OF TANGENCY
Δ	DELTA (CENTRAL ANGLE)	R	RADIUS
EP	END PROJECT	R/W	RIGHT OF WAY
L	LENGTH	RNG.	RANGE
NT	NON-TANGENT	S.R.	STATE ROAD
O.R.B.	OFFICIAL RECORDS BOOK	S.R.D.	STATE ROAD DEPARTMENT
P.B.	PLAT BOOK	SEC.	SECTION
P.O.B.	POINT OF BEGINNING	STA.	STATION
	LIMITED ACCESS	TB	TANGENT BEARING
L.A.	LIMITED ACCESS	TWP.	TOWNSHIP

SHINGLE CREEK REGIONAL TRAIL
PHASE 1 SEGMENT 2
O.C. PROJECT No. Y12-819-CH

DRAWN BY: RGR

DATE: 03/11/16

REVISED:

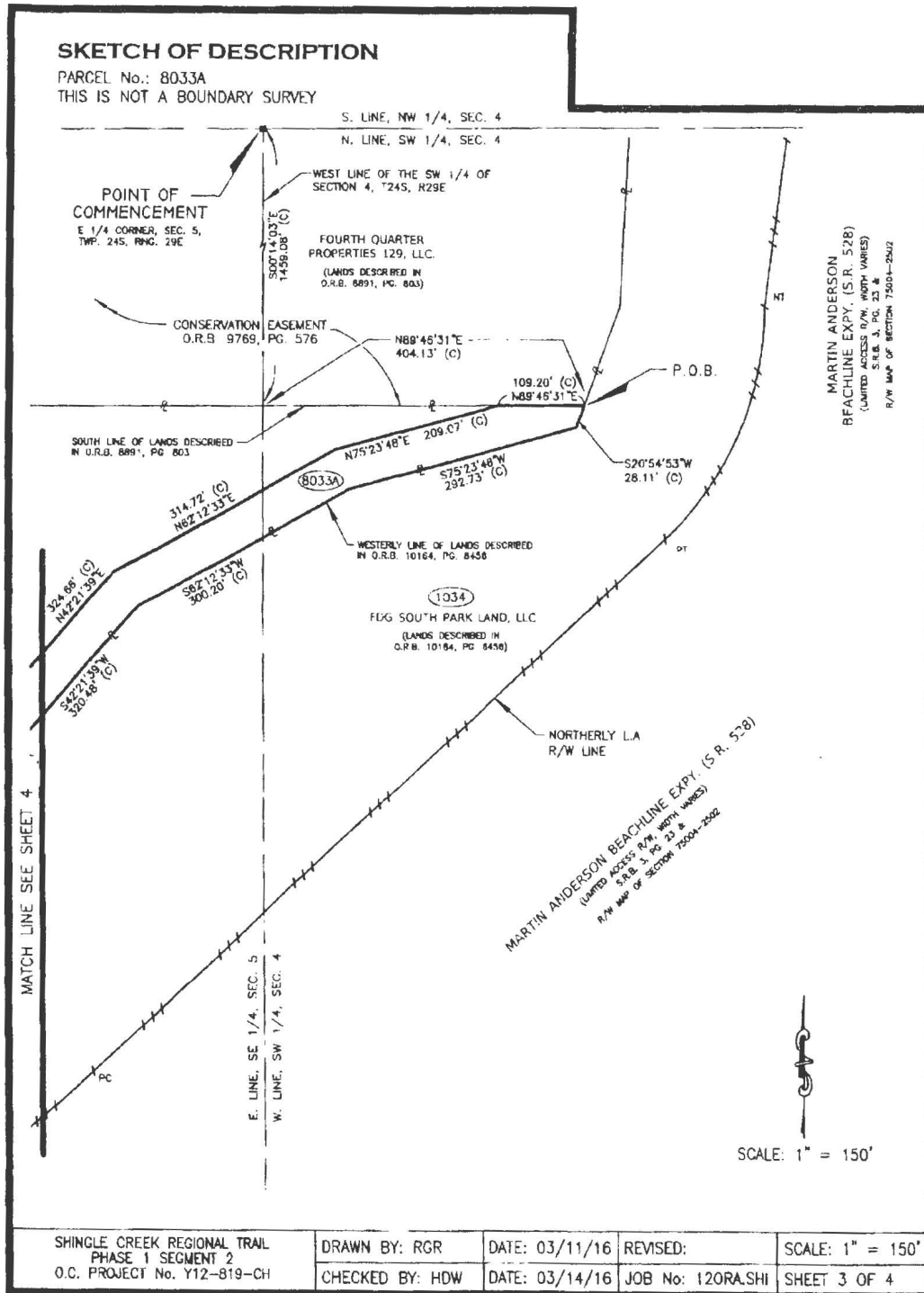
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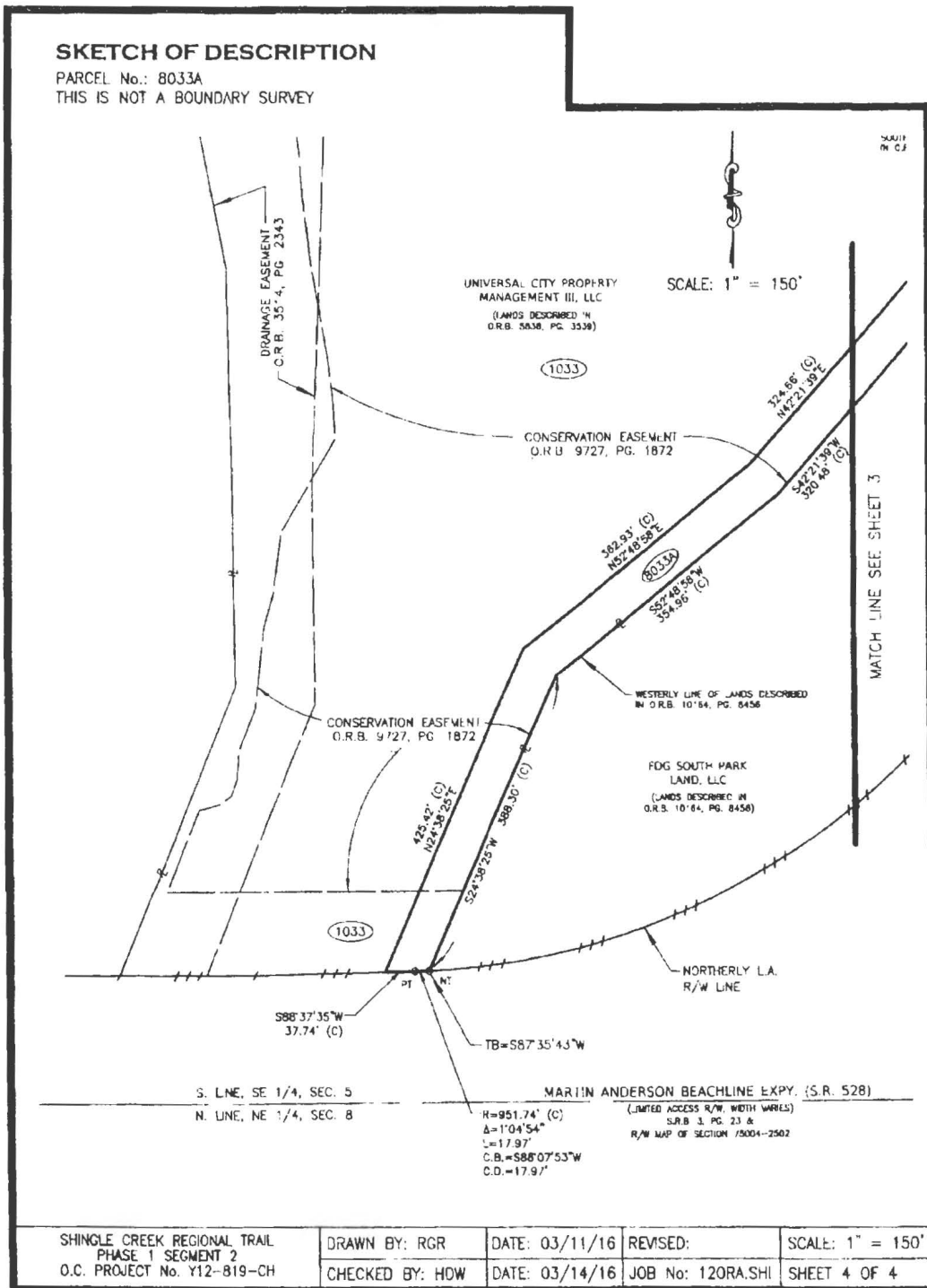
CHECKED BY: HDW

DATE: 03/14/16

JOB No: 120RA.SHI

SHEET 2 OF 4





SCHEDULE "A"

PARCEL No.: 8035
 ESTATE: PERPETUAL EASEMENT
 PURPOSE: RECREATIONAL TRAIL

LEGAL DESCRIPTION:

That part of Section 32, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the North Quarter Corner of said Section 32; run thence South 00° 10' 53" East along West line of Northeast 1/4 of said section 32 a distance of 150.00 feet to a point on the South right of way line of State Road 482; thence departing said West line run South 89° 37' 49" West along said South right of way line of State Road 482 a distance of 73.96 feet to the POINT OF BEGINNING; thence departing said South right of way line run South 00° 22' 07" East for a distance of 6.99 feet to a point of curvature of a curve concave Northwesterly having a radius of 112.00 feet and a chord bearing of South 26° 22' 46" West; thence Southerly along the arc of said curve through a central angle of 53° 29' 47" for a distance of 104.57 feet to a point of reverse curvature of a curve concave Southeasterly having a radius of 68.00 feet and a chord bearing of South 28° 09' 41" West; thence Southerly along the arc of said curve through a central angle of 49° 55' 57" for a distance of 59.26 feet to a point of reverse curvature of a curve concave Westerly having a radius of 2532.00 feet and a chord bearing of South 06° 36' 47" West; thence Southerly along the arc of said curve through a central angle of 06° 50' 10" for a distance of 302.10 feet to a point of tangency; thence South 10° 01' 52" West for a distance of 1971.64 feet to a point of curvature of a curve concave Northeasterly having a radius of 218.00 feet and a chord bearing of South 10° 57' 04" East; thence Southerly along the arc of said curve through a central angle of 41° 57' 53" for a distance of 159.67 feet to a point of tangency; thence South 31° 56' 01" East for a distance of 1641.26 feet to a point of curvature of a curve concave Southwesterly having a radius of 532.00 feet and a chord bearing of South 24° 43' 10" East; thence Southerly along the arc of said curve through a central angle of 14° 25' 40" for a distance of 133.96 feet to a point of a compound curve concave Southwesterly having a radius of 8032.00 feet and a chord bearing of South 16° 12' 59" East; thence Southerly along the arc of said curve through a central angle of 02° 34' 42" for a distance of 361.45 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 568.00 feet and a chord bearing of South 25° 16' 12" East; thence Southerly along the arc of said curve through a central angle of 20° 41' 08" for a distance of 205.07 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 1532.00 feet and a chord bearing of South 32° 31' 30" East; thence Southerly along the arc of said curve through a central angle of 06° 10' 32" for a distance of 165.12 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 42.00 feet and a chord bearing of South 54° 59' 17" East; thence Southerly along the arc of said curve through a central angle of 51° 06' 04" for a distance of 37.46 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 92.00 feet and a chord bearing of South 69° 24' 22" East; thence Southerly along the arc

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

SKETCH OF DESCRIPTION ONLY; THIS IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH
 OF DESCRIPTION IS IN ACCORDANCE
 WITH THE "STANDARDS OF PRACTICE"
 AS REQUIRED BY CHAPTER 5J-17
 FLORIDA ADMINISTRATIVE CODE.

Herman Daniel Williams III
 Herman Daniel Williams III, P.S.M.
 LICENSE NUMBER 6227
 CERTIFICATE OF AUTHORIZATION No. LB 7963
 Dated: 11/23/15

WBQ Inc.
Design & Engineering
 261 N. Magnolia Avenue - Suite 200 - Orlando FL 32801
 Phone (407) 839-1200 Fax (407) 839-1821

NOT VALID WITHOUT THE SIGNATURE AND THE
 ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER

ORANGE COUNTY FLORIDA
**SHINGLE CREEK
 REGIONAL TRAIL PHASE 1
 SEGMENT 1**

DRAWN BY: RGR	DATE: 07/10/15
CHECKED BY: HDW	DATE: 07/27/15
REVISED: 11/23/15	SCALE: N/A
JOB No: 120RA.SHI	SHEET 1 OF 10

SKETCH OF DESCRIPTION

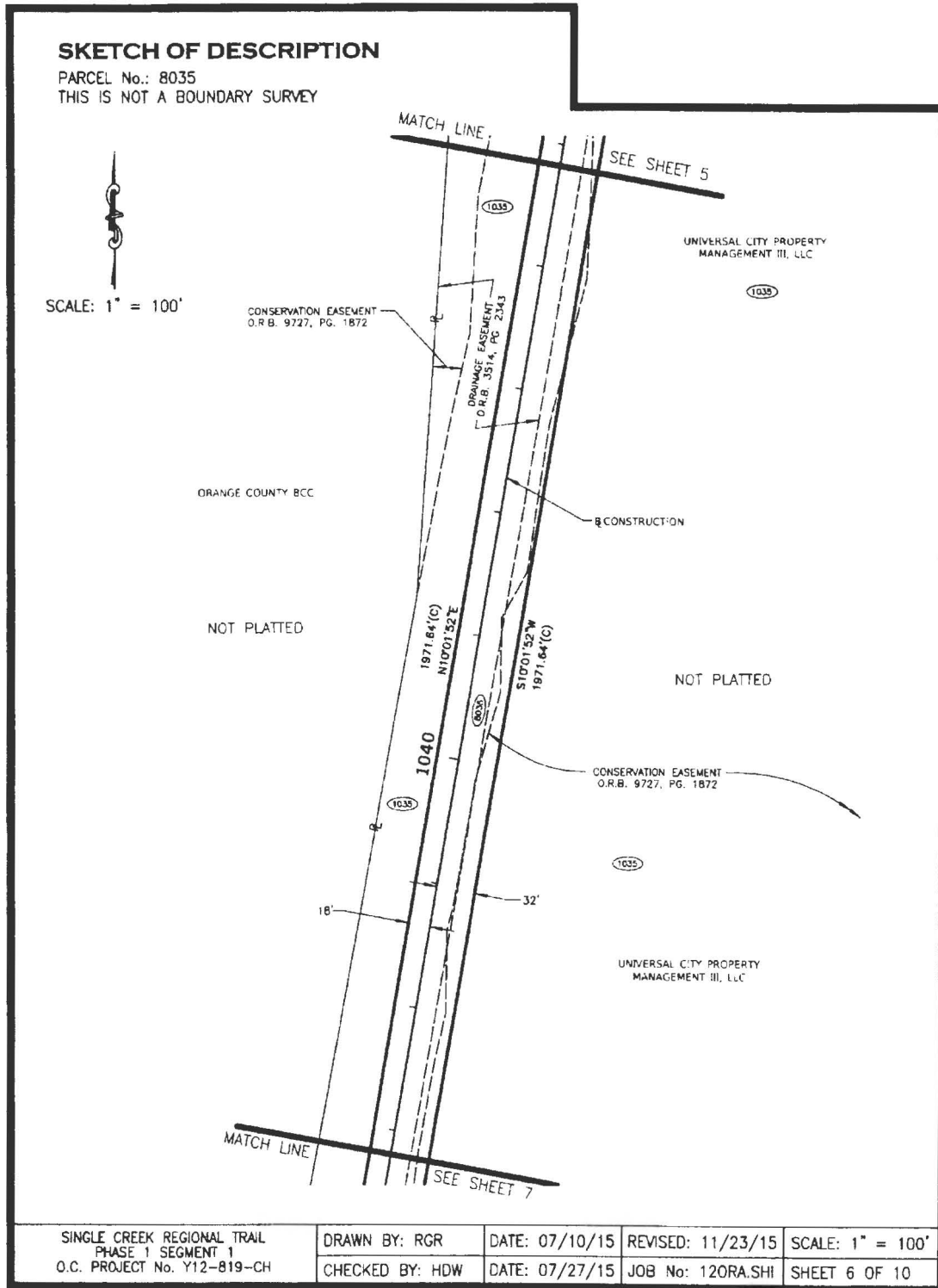
PARCEL No.: 8035
THIS IS NOT A BOUNDARY SURVEY

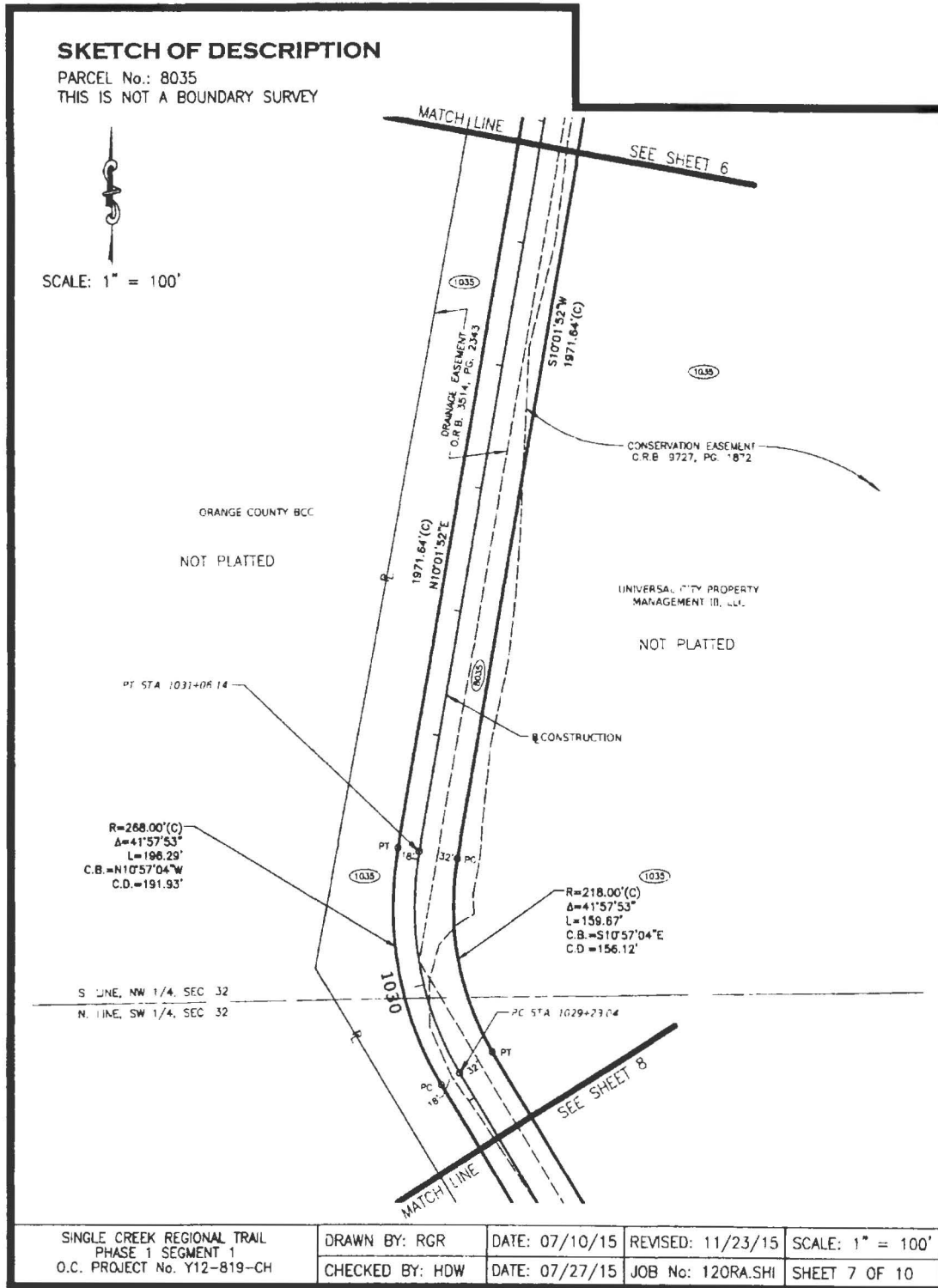
DESCRIPTION: (CONTINUED FROM SHEET 1)

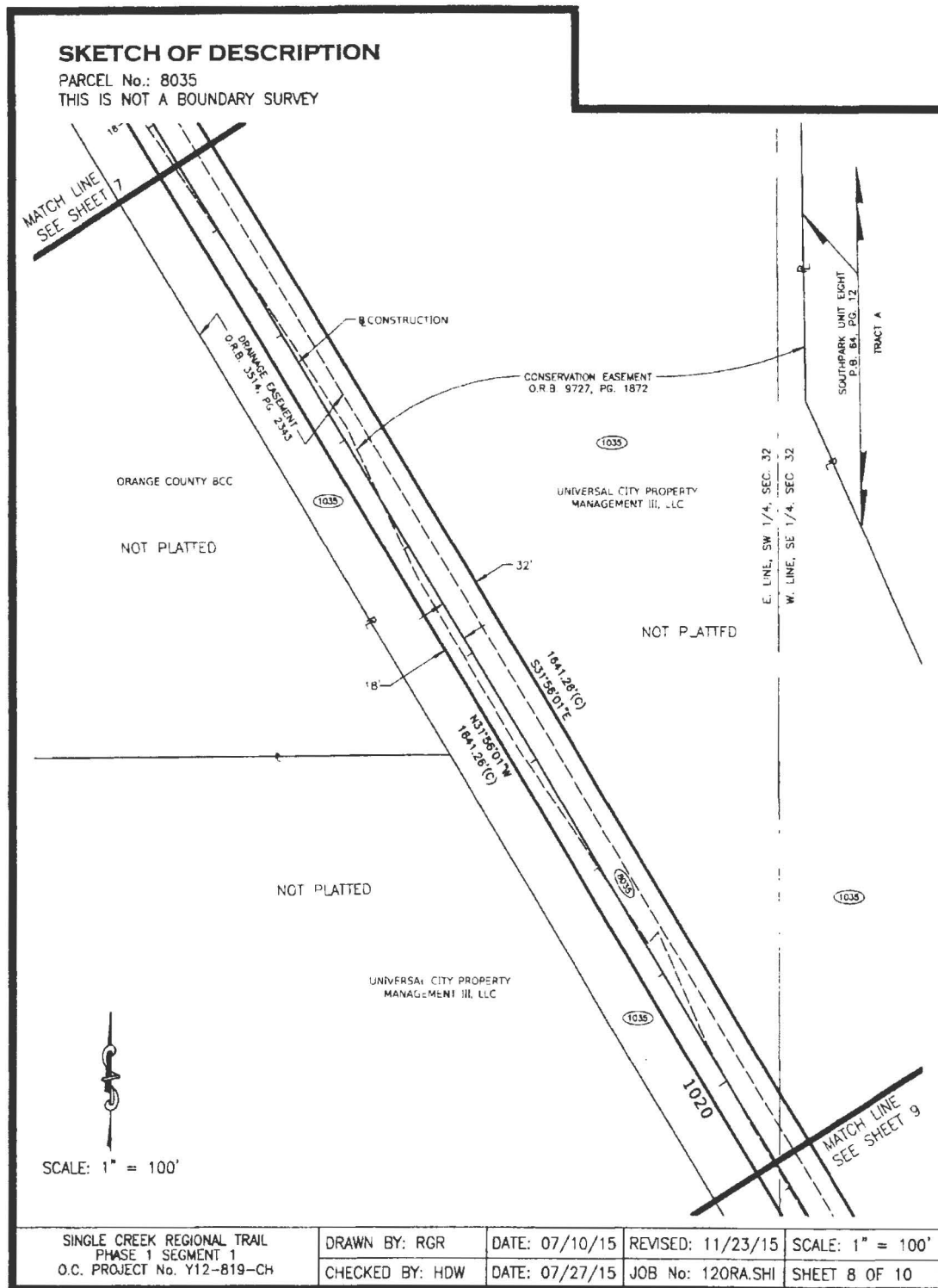
of said curve through a central angle of 22° 15' 54" for a distance of 35.75 feet to a point on the Northerly right of way line of Destination Parkway as described in Official Records Book 9200, page 947 of the Public Records of Orange County, Florida; thence South 62° 44' 47" West along said Northerly right of way line a distance of 68.47 feet to a point on a non-tangent curve concave Northeasterly having a radius of 92.00 feet, and a chord bearing of North 48° 42' 03" West; thence departing said Northerly right of way line run Northerly along the arc of said curve through a central angle of 38° 31' 36" for a distance of 61.86 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 1482.00 feet and a chord bearing of North 32° 31' 30" West; thence Northerly along the arc of said curve through a central angle of 06° 10' 32" for a distance of 159.73 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 618.00 feet and a chord bearing of North 25° 16' 12" West; thence Northerly along the arc of said curve through a central angle of 20° 41' 08" for a distance of 223.12 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 7982.00 feet and a chord bearing of North 16° 12' 59" West; thence Northerly along the arc of said curve through a central angle of 02° 34' 42" for a distance of 359.20 feet to a point on a compound curve concave Southwesterly having a radius of 482.00 feet and a chord bearing of North 24° 43' 10" West; thence along the arc of said curve through a central angle of 14° 25' 40" for a distance of 121.37 feet to a point of tangency; thence North 31° 56' 01" West for a distance of 1641.26 feet to a point of curvature of a curve concave Northeasterly having a radius of 268.00 feet and a chord bearing of North 10° 57' 04" West; thence along the arc of said curve through a central angle of 41° 57' 53" for a distance of 196.29 feet to a point of tangency; thence North 10° 01' 52" East for a distance of 1971.64 feet to a point of curvature of a curve concave Westerly having a radius of 2482.00 feet and a chord bearing of North 06° 36' 47" East; thence along the arc of said curve through a central angle of 06° 50' 10" for a distance of 296.14 feet to a point of reverse curvature of a curve concave Southeasterly having a radius of 118.00 feet and a chord bearing of North 28° 33' 19" East; thence along the arc of said curve through a central angle of 50° 43' 14" for a distance of 104.46 feet to a point of reverse curvature of a curve concave Northwesterly having a radius of 62.00 feet and a chord bearing of North 26° 46' 25" East; thence along the arc of said curve through a central angle of 54° 17' 03" for a distance of 58.74 feet to a point of tangency; thence North 00° 22' 07" West for a distance of 5.53 feet to a point on the aforementioned South right of way line of State Road 482; thence North 89° 37' 49" East along said South right of way line a distance of 48.00 feet to the POINT OF BEGINNING.

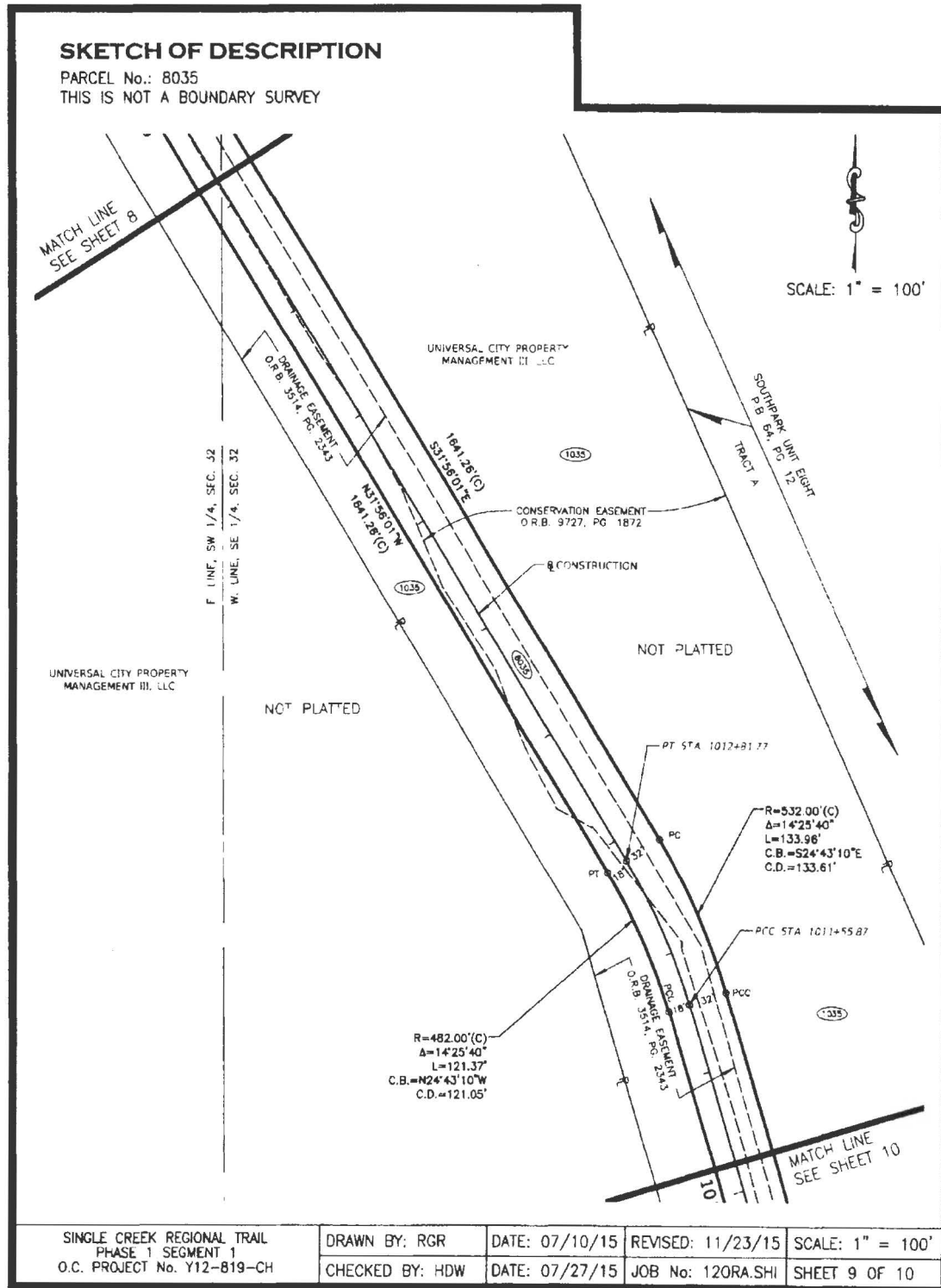
Containing 5.958 acres, more or less.

SINGLE CREEK REGIONAL TRAIL PHASE 1 SEGMENT 1 O.C. PROJECT No. Y12-819-CH	DRAWN BY: RGR	DATE: 07/10/15	REVISED: 11/23/15	SCALE: N/A
	CHECKED BY: HDW	DATE: 07/27/15	JOB No: 120RA.SHI	SHEET 2 OF 10









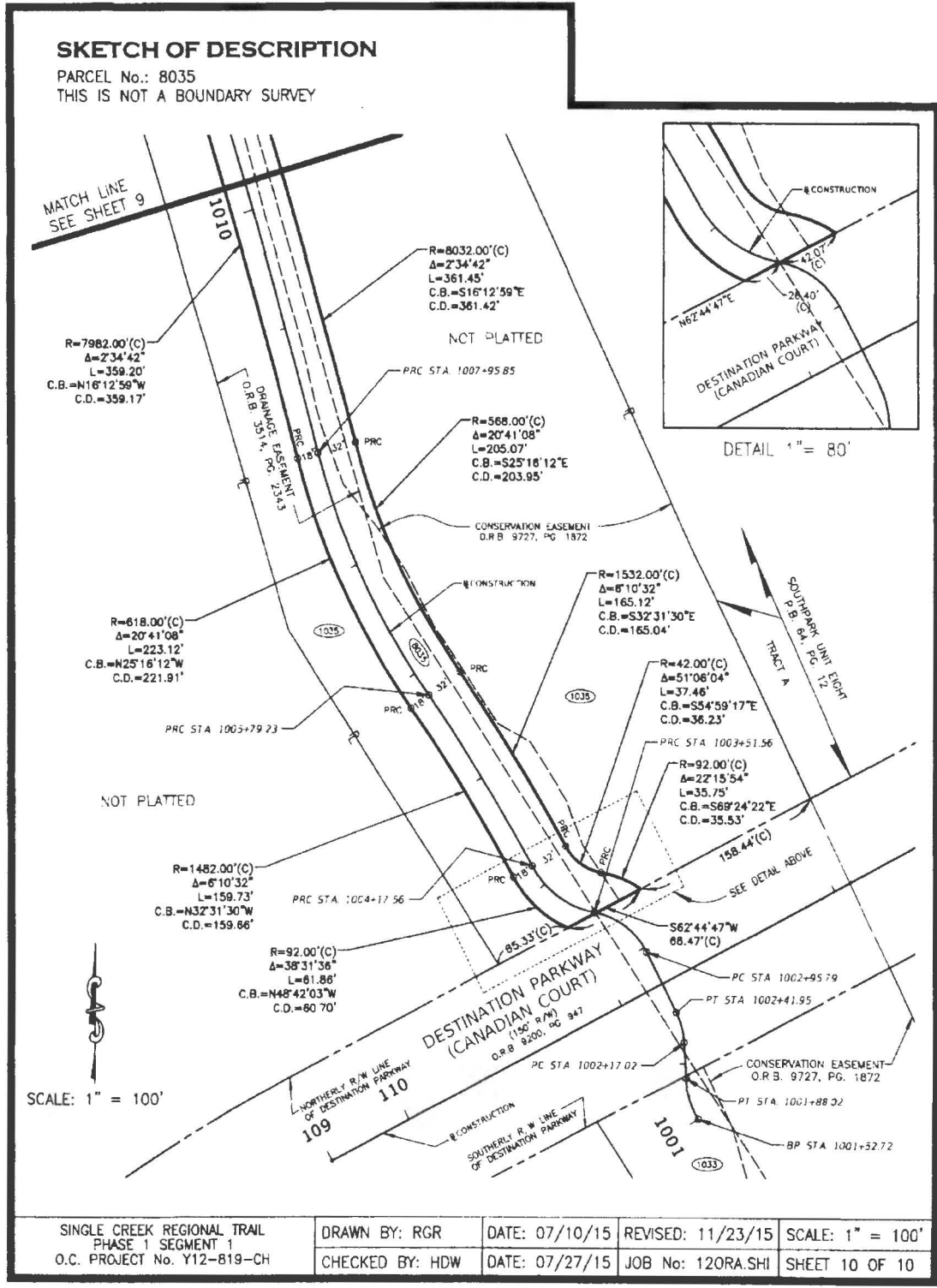




EXHIBIT "E"

("Access Area")

