



Orange County Government

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

Legislation Text

File #: 26-0886, **Version:** 1

Interoffice Memorandum

DATE: July 14, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Conservation Easement by The Blue Heron Beach Resort Community Association, Inc. in favor of Orange County and Conservation Easement by ORL, LLC, in favor of Orange County and authorization to record instruments for Lake Bryan CAIP #01-009. District 1. (Real Estate Management Division)

PROJECT: Lake Bryan CAIP #01-009

PURPOSE: To convey a Conservation Easement in satisfaction of a permit condition for development.

ITEM:

Conservation Easement (Blue Heron)
Cost: Donation
Total Size: 31,806 square feet

Conservation Easement (ORL, LLC)
Cost: Donation
Size: 32,807 square feet

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Environmental Protection Division

REMARKS: Conservation Area Impact Permit No. 01-009 (the CAIP) was approved by the Board on September 25, 2001. A Conservation Easement for the site was a requirement of the Permit, although it was not completed at that time.

A partial acquisition from the parent tract to the Blue Heron Beach Resort Homeowners Association has resulted in their participation in executing a Conservation Easement, as a part of the CAIP requirement.

This action ensures the Conservation Easements (Easements) will be retained forever in their natural condition to prevent any use of the described easement areas that might impair or interfere with the environmental value of the property.

The Owner and County intend for the conditions and covenants contained in these Easements to run with the land in perpetuity and to be binding on all subsequent owners and occupants of any portion of the property. Owner to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 04 2026

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

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:
a portion 27-24-28-4336-00-031

Cross Reference:

Project: Conservation Easement – Lake Bryan
CAIP No. 01-009

THIS IS A DONATION

CONSERVATION EASEMENT

This CONSERVATION EASEMENT is made as of the date signed below by The Blue Heron Beach Resort Community Association, Inc., a Florida not-for-profit corporation, whose address is 13428 Blue Heron Beach Drive, Orlando, Florida 32821 ("GRANTOR"), in favor of ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real property in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by

this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct (Phase 1 Blue Heron Beach Resort) (the "PROJECT") at a site in Orange County, which is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. 01-009 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

WHEREAS, the PERMIT requires that GRANTOR preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity, and

WHEREAS, The PERMIT requires GRANTOR to place certain portions of the PROPERTY into a Conservation Easement dedicated to Orange County as mitigation for the proposed impacts of the PROJECT.

NOW, THEREFORE, in consideration of TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes and Chapter 712, Florida Statutes, as they may be amended, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over the PROPERTY, and the location of the area(s) included more particularly described in the attached Exhibit "B" (the "CONSERVATION EASEMENT"). GRANTOR fully warrants title to said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

Section 1. Purpose. The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, except as that may be altered in accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

Section 2. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the PROPERTY inconsistent with this CONSERVATION EASEMENT's purpose is prohibited. All construction, including clearing, dredging, or filling, except that which the PERMIT specifically authorizes is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain

predominantly in its natural condition.

- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 3. Reserved Rights. GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the purpose of this CONSERVATION EASEMENT. Specifically, GRANTOR reserves unto itself, and its successors and assigns, the right to maintain, repair, replace, and use the existing boat docks and associated walkways on the PROPERTY, provided that such structures were constructed and are maintained in accordance with the approved plans, permits, and all applicable design, performance, and other standards set forth in Chapter 15 of the Orange County Code and were approved by the Orange County Environmental Protection Division. Any future modification, expansion, or replacement of such structures shall require all necessary permits and approvals and shall remain consistent with the purposes of this CONSERVATION EASEMENT. GRANTOR, and its successors and assigns, shall avoid and minimize to the fullest extent practicable impacts to the PROPERTY. This reservation does not release the GRANTOR, and its successors and assigns, from the duty of obtaining all necessary Orange County, State of Florida and/ or federal permits (including any sovereign submerged land approvals) for the construction,

installation, placement, maintenance and/or repair of a boat dock and/ or associated access walkway.

Section 4. Public Access. No right or access by the general public to any portion of the PROPERTY is conveyed by this CONSERVATION EASEMENT.

Section 5. Rights of GRANTEE. To accomplish the purposes stated herein, GRANTOR conveys the following rights to GRANTEE:

(a) To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(b) To proceed at law or in equity to enforce the provisions of this CONSERVATION EASEMENT and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION EASEMENT.

6. GRANTEE's Discretion. GRANTEE may enforce the terms of this CONSERVATION EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION EASEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed

as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT. No person or entity shall have the right to require GRANTEE to enforce the provisions of this Conservation Easement.

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY.

8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

9. **Recordation.** GRANTOR shall record this CONSERVATION EASEMENT in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this CONSERVATION EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION EASEMENT in the public records.

10. **Successors.** The covenants, terms, conditions and restrictions of this CONSERVATION EASEMENT shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall

continue as a servitude running in perpetuity with the PROPERTY.

11. Governing Law; Venue. The laws of the State of Florida shall govern this CONSERVATION EASEMENT. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this CONSERVATION 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.

12. Attorney's Fees; Waiver of Jury Trial. 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 CONSERVATION EASEMENT, or the breach, enforcement, or interpretation of this CONSERVATION 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 proceedings. 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 CONSERVATION EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

13. Enforcement; Severability. The parties may enforce the terms of this CONSERVATION EASEMENT by proceedings at law or in equity including, without limitation, actions for injunctive relief. If any provision of this CONSERVATION EASEMENT is found to be invalid, the remaining provisions and applications of such provisions shall not be affected,

unless specifically also found invalid.

14. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the GRANTOR: Blue Heron Bech Resort Community Association, Inc.
Attn:
13428 Blue Heron Beach Drive
Orlando, Florida 32821

To the GRANTEE: Orange County, Florida
Attn: Manager, Real Estate Management Division
400 E. South Street, 5th Floor
Orlando, Florida 32801

Environmental Protection Division
Attn: Manager, Environmental Protection Division
3165 McCrory Place, Suite 200,
Orlando, FL 32803

15. Amendment or Modification. This CONSERVATION EASEMENT may not be amended, altered, released or revoked without the written approval of GRANTEE or its heirs, assigns and successors-in-interest, which is filed in the public records of Orange County, Florida.

16. Miscellaneous. This CONSERVATION EASEMENT contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth or referenced herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. The section headings in this CONSERVATION EASEMENT are for convenience only, shall in no way define or limit the scope or content of this CONSERVATION EASEMENT, and shall not be considered in any construction or interpretation of this CONSERVATION EASEMENT or any part hereof. Where

Project: Conservation Easement – Lake Bryan – CAIP. No. 01-009

the sense of this CONSERVATION EASEMENT requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this CONSERVATION EASEMENT shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This CONSERVATION EASEMENT may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same CONSERVATION EASEMENT.

SIGNATURES ON FOLLOWING PAGES

Project: Conservation Easement – Lake Bryan – CAIP. No. 01-009

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

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

WITNESS #1

Macie Schneider
Signature
Macie Schneider
Print Name
Mailing Address: 315 E. Hollywood Blvd
City: Mary Esther State: FL
Zip Code: 32569

WITNESS #2

Kystra Goodwin
Signature
Kystra Goodwin
Print Name

“GRANTOR

BLUE HERON BEACH RESORT COMMUNITY
ASSOCIATION, INC.,
a Florida not-for-profit corporation ORL, LLC

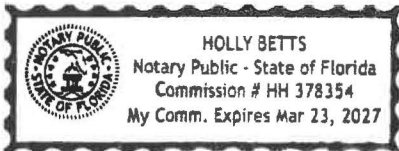
By: Fred W. Schnis
Signature
FRED W. SCHNIS
Printed Name
ORL, LLC manager
Title

Mailing
Address: 315 E. Hollywood Blvd Ste 2
City: Mary Esther State: FL
Zip Code: 32569

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this
23rd day of June, 2024, by Fred Schnis, as
manager of Blue Heron Beach Resort Community Association, Inc., a Florida not-for-
profit corporation. The individual ☐ is personally known to me or ☒ has produced
FL DL as identification.

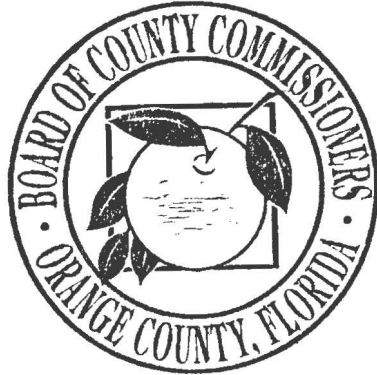
(Notary Stamp)



Holly Betts
Notary Signature
Holly Betts
Print Notary Name
Notary Public of: Florida
My Commission Expires: 3/23/27

Project: Conservation Easement – Lake Bryan – CAIP. No 01-009

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



ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: Brynn Brooks
for Jerry L. Demings
Orange County Mayor

Date: 4 August 2026

ATTEST

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

By: Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

Project: Conservation Easement – Lake Bryan CAIP. No. 01-009

MORTGAGEE’S JOINDER AND CONSENT TO CONSERVATION EASEMENT

The undersigned hereby certifies that it is the holder of the following security instrument as listed below:

Title of Security Instrument	Date of Recording	Recording Reference
Mortgage, Assignment of Rents, Leases, and Security Agreement	11/01/2016	20160569458

and recorded in the Public Records of Orange County, Florida (collectively the “**Security Instrument**”), and that the undersigned hereby joins in and consents to the execution and recording of the foregoing conservation easement, and agrees that the Security Instrument, as it has been, and as it may be, modified, amended, and/or assigned from time to time, shall be subordinated to the conservation easement, as said conservation easement may be modified, amended, and/or assigned from time to time.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

{Signature on following page}

Project: Conservation Easement – Lake Bryan CAIP. No. 01-009

IN WITNESS WHEREOF, the undersigned has duly executed this Mortgagee's Joinder and Consent to Conservation Easement as of the date of the signature set forth below.

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

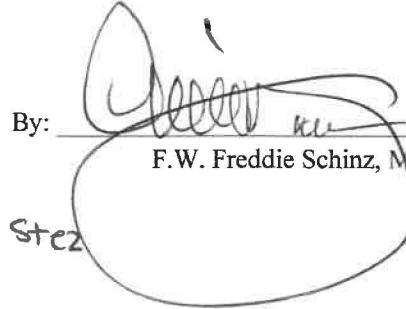
MORTGAGEE

FWS, LLC,
a Florida limited liability company

WITNESS #1

Signature

Kuystre Goodwin
Print Name

By: 
F.W. Freddie Schinz, Manager

Mailing Address: 315 E Hollywood Blvd Ste 2

City: Manly Esther State: FL

Zip Code: 32029

WITNESS #2

Signature

Macie Schroeder
Print Name

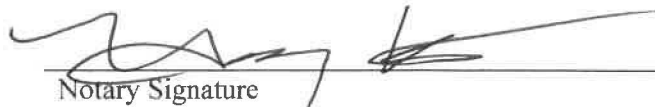
Mailing Address: 315 E. Hollywood Blvd. Ste 2.

City: Manly Esther State: FL

Zip Code: 32569

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of June, 2026, by Fred Schinz, as manager, of X, a FWS, LLC, a Florida limited liability company, on behalf of the company. The individual ☐ is personally known to me or ☒ has produced FL DL as identification.


Notary Signature

(Notary Stamp)

Holly Betts
Print Notary Name

Notary Public of: Florida

My Commission Expires: 3/23/27

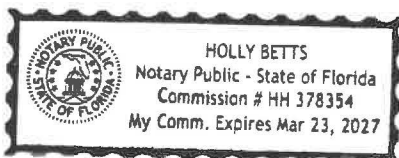


Exhibit A

A PORTION OF LOTS 3 AND 4 TOGETHER WITH THE VACATED UNNAMED 30 FOOT ROAD RIGHT-OF-WAY AND FORMER ACL RAILROAD RIGHT-OF-WAY LYING WEST OF SAID LOTS 3 AND 4 (LESS RIGHT-OF-WAY ON WEST FOR STATE ROAD #535), LAKE BRYAN ESTATES, AS RECORDED IN PLAT BOOK K, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8 OF SAID LAKE BRYAN ESTATES; THENCE RUN S89°42'54"W A DISTANCE OF 30.43 FEET TO THE EASTERLY LINE OF SAID VACATED RAILROAD; THENCE S80°06'10"W A DISTANCE OF 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD #535; THENCE N09°53'50"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 605.86 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N09°53'50"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.99 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF N66°03'44"E, A CHORD DISTANCE OF 28.37 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°49'23", A DISTANCE OF 29.21 FEET; THENCE N89°58'26"E A DISTANCE OF 16.39 FEET; THENCE N88°44'34"E A DISTANCE OF 48.26 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N60°41'21"E, A CHORD DISTANCE OF 24.46 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°34'09", A DISTANCE OF 25.56 FEET; THENCE N89°58'26"E A DISTANCE OF 163.80 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S64°06'28"E, A CHORD DISTANCE OF 21.85 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°50'13", A DISTANCE OF 22.62 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF S47°31'44"E, A CHORD DISTANCE OF 6.49 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°40'45", A DISTANCE OF 6.52 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 61.79 FEET, A CHORD BEARING OF N89°58'26"E, A CHORD DISTANCE OF 67.60 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°18'56", A DISTANCE OF 71.52 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF N47°28'35"E, A CHORD DISTANCE OF 6.49 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°40'45", A DISTANCE OF 6.52 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N64°03'19"E, A CHORD DISTANCE OF 21.85 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°50'13", A DISTANCE OF 22.62 FEET, THENCE N89°58'26"E A DISTANCE OF 51.11 FEET; THENCE S00°02'34"E A DISTANCE OF 126.44 FEET; THENCE S89°39'36"W A DISTANCE OF 83.50 FEET; THENCE N00°02'34"W A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE S89°39'36"W ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 352.11 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 27-24-28-4336-00-031

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

Exhibit B

CONSERVATION EASEMENT 1-A DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, LAKE BRYAN ESTATES, AS RECORDED IN PLAT BOOK K, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°42'54"E ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 237.80 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°02'34"W A DISTANCE OF 438.39 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9454, PAGE 3513, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S90°00'00"E ALONG SOUTH LINE OF SAID LANDS A DISTANCE OF 257.71 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'21"W A DISTANCE OF 105.86 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 32.33 FEET, A CHORD BEARING OF N01°18'13"E, A CHORD DISTANCE OF 42.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°08'12", A DISTANCE OF 45.78 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF N20°37'08"W, A CHORD DISTANCE OF 1.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°17'29", A DISTANCE OF 1.95 FEET TO THE POINT OF TANGENCY; THENCE N01°58'23"W A DISTANCE OF 41.17 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.95 FEET, A CHORD BEARING OF N65°19'46"W, A CHORD DISTANCE OF 5.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°55'15", A DISTANCE OF 5.34 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6.60 FEET, A CHORD BEARING OF N43°56'16"W, A CHORD DISTANCE OF 1.71 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'45", A DISTANCE OF 1.71 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 16.20 FEET, A CHORD BEARING OF N29°23'58"W, A CHORD DISTANCE OF 4.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°12'50", A DISTANCE OF 4.02 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3.46 FEET, A CHORD BEARING OF N08°56'15"W, A CHORD DISTANCE OF 1.60 FEET, RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°42'37", A DISTANCE OF 1.61 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.28 FEET, A CHORD BEARING OF N12°28'26"E, A

SURVEY NOTES

1. This Sketch is not a Survey.
2. Prepared For: Silver Hills Development, Inc.
3. Property Address: Blue Heron on S Apopka Vineland Road, Orlando, FL 32821
4. Bearing structure is assumed and based on the South Line of Lot 8, Lake Bryan Estates, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida, being N89°42'54"E.

REVISIONS

1	COMMENTS 4/24/26	5
2	COMMENTS 5/7/26	6
3		7
4		8

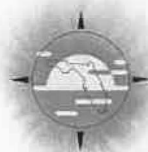
JOB #2026-01-27-02
SKETCH DATE: 2/7/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
1 OF 5

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 53-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Digitally signed by
Terrence W. Rutter
Date: 2026.05.07
17:37:26 -04'00'

TERRENCE W. RUTTER, JR., PSM 7371
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE ELECTRONIC SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

COPYRIGHT © 2023 - 2026, SUNSTATE SURVEYING

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

CONSERVATION EASEMENT 1-A DESCRIPTION CONTINUED:

CHORD DISTANCE OF 2.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°06'45", A DISTANCE OF 2.89 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 16.86 FEET, A CHORD BEARING OF N26°59'36"E, A CHORD DISTANCE OF 3.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'37", A DISTANCE OF 3.80 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 62.39 FEET, A CHORD BEARING OF N34°47'53"E, A CHORD DISTANCE OF 2.92 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°40'57", A DISTANCE OF 2.92 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 53.57 FEET, A CHORD BEARING OF N37°35'01"E, A CHORD DISTANCE OF 2.70 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'20", A DISTANCE OF 2.70 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 24.88 FEET, A CHORD BEARING OF N46°50'40"E, A CHORD DISTANCE OF 6.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°37'58", A DISTANCE OF 6.79 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 26.52 FEET, A CHORD BEARING OF N46°34'48"E, A CHORD DISTANCE OF 7.46 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°09'43", A DISTANCE OF 7.48 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 39.17 FEET, A CHORD BEARING OF N34°09'29"E, A CHORD DISTANCE OF 5.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°40'53", A DISTANCE OF 5.93 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.14 FEET, A CHORD BEARING OF N25°47'12"E, A CHORD DISTANCE OF 6.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°03'42", A DISTANCE OF 6.35 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 51.80 FEET, A CHORD BEARING OF N19°00'44"E, A CHORD DISTANCE OF 4.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°29'13", A DISTANCE OF 4.96 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 58.46 FEET, A CHORD BEARING OF N13°41'29"E, A CHORD DISTANCE OF 5.26 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'18", A DISTANCE OF 5.26 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 43.54 FEET, A CHORD BEARING OF N06°53'01"E, A CHORD DISTANCE OF 6.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'37", A DISTANCE OF 6.43 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 57.45 FEET, A CHORD BEARING OF N01°00'38"W, A CHORD DISTANCE OF 7.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°19'42", A DISTANCE OF 7.35 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.84 FEET, A CHORD BEARING OF N13°00'56"W, A CHORD DISTANCE OF 6.05 FEET; THENCE NORTHWESTERLY ALONG THE THROUGH A CENTRAL ANGLE OF 16°40'54", A DISTANCE OF 6.07 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 28.52 FEET, A CHORD BEARING OF N14°43'04"W, A CHORD DISTANCE OF 6.59 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°16'39", A DISTANCE OF 6.61 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 26.98 FEET, A CHORD BEARING OF N01°49'56"W, A CHORD DISTANCE OF 5.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'38", A DISTANCE OF 5.88 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 8.51 FEET, A CHORD BEARING OF N14°51'33"E, A CHORD DISTANCE OF 3.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°53'19", A DISTANCE OF 3.10 FEET TO A POINT OF COMPOUND CURVATURE ON



SUNSTATE SURVEYING

4751 Sunbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
2 OF 5

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

CONSERVATION EASEMENT 1-A DESCRIPTION CONTINUED:

A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4.50 FEET, A CHORD BEARING OF N41°16'32"E, A CHORD DISTANCE OF 2.48 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'39", A DISTANCE OF 2.51 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 18.89 FEET, A CHORD BEARING OF N48°24'25"E, A CHORD DISTANCE OF 5.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°40'54", A DISTANCE OF 5.83 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF N63°24'44"E, A CHORD DISTANCE OF 2.43 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°41'32", A DISTANCE OF 2.50 FEET TO THE POINT OF TANGENCY; THENCE N87°15'30"E A DISTANCE OF 25.42 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 520.36 FEET, A CHORD BEARING OF S05°37'14"W, A CHORD DISTANCE OF 40.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'57", A DISTANCE OF 40.11 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.42 FEET, A CHORD BEARING OF S18°27'02"W, A CHORD DISTANCE OF 31.12 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°14'37", A DISTANCE OF 31.30 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.50 FEET, A CHORD BEARING OF S28°37'39"W, A CHORD DISTANCE OF 0.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°53'21", A DISTANCE OF 0.32 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.78 FEET, A CHORD BEARING OF S08°33'21"W, A CHORD DISTANCE OF 34.11 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°15'16", A DISTANCE OF 34.79 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 475.48 FEET, A CHORD BEARING OF S12°02'02"E, A CHORD DISTANCE OF 15.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'30", A DISTANCE OF 15.97 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 967.37 FEET, A CHORD BEARING OF S12°38'31"E, A CHORD DISTANCE OF 11.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°42'32", A DISTANCE OF 11.97 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A CHORD BEARING OF S57°32'49"E, A CHORD DISTANCE OF 7.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°31'08", A DISTANCE OF 7.90 FEET TO THE POINT OF TANGENCY; THENCE N77°11'37"E A DISTANCE OF 26.40 FEET TO A POINT ON THE WESTERLY SHORE LINE OF LAKE BRYAN; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID WESTERLY SHORE LINE OF LAKE BRYAN: (1) S05°25'39"W A DISTANCE OF 21.50 FEET; (2) S02°35'44"E A DISTANCE OF 71.41 FEET; (3) S03°06'13"E A DISTANCE OF 24.26 FEET; (4) S07°19'52"E A DISTANCE OF 17.53 FEET; (5) S12°24'59"E A DISTANCE OF 20.53 FEET TO A POINT ON SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9454, PAGE 3513; THENCE DEPARTING SAID WESTERLY SHORE LINE, RUN N90°00'00"W ALONG SAID SOUTH LINE A DISTANCE OF 75.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 14,015 SQUARE FEET OR 0.322 ACRES MORE OR LESS.



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrance@sunstatesurveying.com
Phone: 407-928-6252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

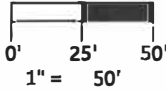
SHEET
3 OF 5

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida



GRAPHIC SCALE



BLUE HERON
BEACH RESORT
TOWER 1 CONDO

LOT 2
PB K, PG 116

LINE CHART

L1	N89°42'54"E	237.80'
L2	N00°02'34"W	438.39'
L7	S02°35'44"E	71.41'
L8	S03°06'13"E	24.26'
L9	S07°19'52"E	17.53'
L10	S12°24'59"E	20.53'
L11	N90°00'00"W	75.17'

LOT 3
PB K, PG 116

SEE DETAIL "A"
SHEET 5 OF 5

CURVE CHART

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	81°08'12"	32.33'	45.78'	N01°18'13"E	42.05'

BLUE HERON
BEACH RESORT
TOWER 2 CONDO

LOT 4
PB K, PG 116

LEGEND

NT	- NON-TANGENT
ORB	- OFFICIAL RECORDS BOOK
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCL	- POINT OF COMPOUND CURVATURE
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRC	- POINT OF REVERSE CURVATURE
R/W	- RIGHT-OF-WAY

SW CORNER,
ORB 9454,
PG 3513

S90°00'00"E 257.71'

S. LINE,
ORB 9454, PG 3513

LOT 5
PB K, PG 116

S. LINE,
LOT 8
(BEARING
BASIS)

POC

SW CORNER, LOT 8, PB K, PG 116

NT
N00°01'21"W 105.86'

POB

L11

WESTERLY
SHORE LINE

LAKE
BRYAN

L7

L8

L9

L10



SUNSTATE SURVEYING

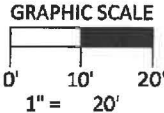
4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
4 OF 5

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida



CURVE CHART

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C2	37°17'29"	3.00'	1.95'	N20°37'08"W	1.92'
C3	27°55'15"	10.95'	5.34'	N65°19'46"W	5.29'
C4	14°51'45"	6.60'	1.71'	N43°56'16"W	1.71'
C5	14°12'50"	16.20'	4.02'	N29°23'58"W	4.01'
C6	26°42'37"	3.46'	1.61'	N08°56'15"W	1.60'
C7	16°06'45"	10.28'	2.89'	N12°28'26"E	2.88'
C8	12°55'37"	16.86'	3.80'	N26°59'36"E	3.80'
C9	02°40'57"	62.39'	2.92'	N34°47'53"E	2.92'
C10	02°53'20"	53.57'	2.70'	N37°35'01"E	2.70'
C11	15°37'58"	24.88'	6.79'	N46°50'40"E	6.77'
C12	16°09'43"	25.52'	7.48'	N46°34'48"E	7.46'
C13	08°40'53"	39.17'	5.93'	N34°09'29"E	5.93'
C14	08°03'42"	45.14'	6.35'	N25°47'12"E	6.35'
C15	05°29'13"	51.80'	4.96'	N19°00'44"E	4.96'
C16	05°09'18"	58.46'	5.26'	N13°41'29"E	5.26'
C17	08°27'37"	43.54'	6.43'	N06°53'01"E	6.42'
C18	07°19'42"	57.45'	7.35'	N01°00'38"W	7.34'
C19	16°40'54"	20.84'	6.07'	N13°00'56"W	6.05'
C20	13°16'39"	28.52'	6.61'	N14°43'04"W	6.59'
C21	12°29'38"	26.98'	5.88'	N01°49'56"E	5.87'
C22	20°53'19"	8.51'	3.10'	N14°51'33"E	3.09'
C23	31°56'39"	4.50'	2.51'	N41°16'32"E	2.48'
C24	17°40'54"	18.89'	5.83'	N48°24'25"E	5.81'
C25	47°41'32"	3.00'	2.50'	N63°24'44"E	2.43'
C26	04°24'57"	520.36'	40.11'	S05°37'14"W	40.10'
C27	21°14'37"	84.42'	31.30'	S18°27'02"W	31.12'
C28	00°53'21"	20.50'	0.32'	S28°37'39"W	0.32'
C29	39°15'16"	50.78'	34.79'	S08°33'21"W	34.11'
C30	01°55'30"	475.48'	15.97'	S12°02'02"E	15.97'
C31	00°42'32"	967.37'	11.97'	S12°38'31"E	11.97'
C32	90°31'08"	5.00'	7.90'	S57°32'49"E	7.10'

LINE CHART

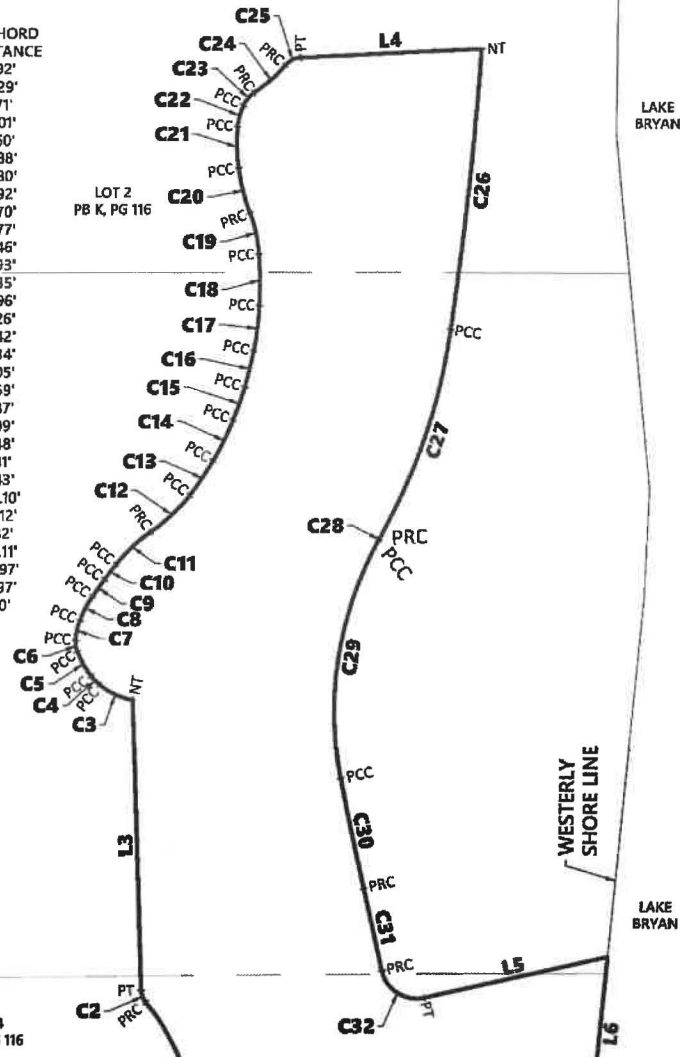
L3	N01°58'23"W	41.17'
L4	N87°15'30"E	25.42'
L5	N77°11'37"E	26.40'
L6	S05°25'39"W	21.50'

BLUE HERON
BEACH RESORT
TOWER 2 CONDO

LOT 3
PB K, PG 116

LOT 4
PB K, PG 116

DETAIL "A"



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrance@sunstatesurveying.com
Phone: 407-926-8252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 20'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
5 OF 5

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

CONSERVATION EASEMENT 1-B DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, LAKE BRYAN ESTATES, AS RECORDED IN PLAT BOOK K, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°42'54"E ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 237.80 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°02'34"W A DISTANCE OF 438.39 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9454, PAGE 3513, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N00°02'34"W ALONG THE WEST LINE OF SAID LANDS AND ITS NORTHERLY PROJECTION A DISTANCE OF 455.36 FEET TO A POINT ON THE NORTH LINE OF LOT 1, SAID LAKE BRYAN ESTATES; THENCE N89°58'24"E ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 140.13 FEET FOR A POINT OF BEGINNING; THENCE N89°58'24"E A DISTANCE OF 168.59 FEET TO A POINT ON THE WESTERLY SHORE LINE OF LAKE BRYAN; THENCE THE FOLLOWING ELEVEN (11) COURSES ALONG SAID WESTERLY SHORE LINE OF LAKE BRYAN: (1) S09°19'03"W A DISTANCE OF 2.09 FEET; (2) S00°17'47"W A DISTANCE OF 24.35 FEET; (3) S70°36'58"W A DISTANCE OF 15.04 FEET; (4) S11°53'27"W A DISTANCE OF 8.19 FEET; (5) S69°49'16"E A DISTANCE OF 6.22 FEET; (6) S69°59'33"E A DISTANCE OF 11.64 FEET; (7) S04°26'40"W A DISTANCE OF 11.68 FEET; (8) S03°58'09"E A DISTANCE OF 12.92 FEET; (9) N88°17'18"E A DISTANCE OF 11.37 FEET; (10) N84°59'41"E A DISTANCE OF 4.61 FEET; (11) S00°23'39"W A DISTANCE OF 93.39 FEET; THENCE DEPARTING SAID WESTERLY SHORE LINE OF LAKE BRYAN, RUN N89°18'34"W A DISTANCE OF 20.91 FEET; THENCE S87°15'30"W A DISTANCE OF 21.81 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF N63°59'18"W, A CHORD DISTANCE OF 2.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°30'25", A DISTANCE OF 3.01 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 19.06 FEET, A CHORD BEARING OF N42°40'35"W, A CHORD DISTANCE OF 4.94 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°52'59", A DISTANCE OF 4.95 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3.74 FEET, A CHORD BEARING OF N29°39'02"W, A CHORD DISTANCE OF 2.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'05", A DISTANCE OF 2.67 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 34.98 FEET, A CHORD BEARING OF N05°29'09"W, A CHORD DISTANCE OF 4.51 FEET; THENCE NORTHWESTERLY

SURVEY NOTES

1. This Sketch is not a Survey.
2. Prepared For: Silver Hills Development, Inc.
3. Property Address: Blue Heron on S Apopka Vineland Road, Orlando, FL 32821
4. Bearing structure is assumed and based on the South Line of Lot 8, Lake Bryan Estates, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida, being N89°42'54"E.

REVISIONS			
1	COMMENTS	4/24/26	5
2	COMMENTS	5/7/26	6
3			7
4			8

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
1 OF 5

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Digitally signed by
Terrence W Rutter
Date: 2026.05.07
17:37:50 -0400

TERRENCE W. RUTTER, JR., PSM 7371
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE ELECTRONIC SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

COPYRIGHT © 2023 - 2026, SUNSTATE SURVEYING

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

CONSERVATION EASEMENT 1-B DESCRIPTION CONTINUED:

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°23'41", A DISTANCE OF 4.51 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 283.17 FEET, A CHORD BEARING OF N00°26'51"W, A CHORD DISTANCE OF 13.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°40'57", A DISTANCE OF 13.26 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 192.30 FEET, A CHORD BEARING OF N02°33'00"E, A CHORD DISTANCE OF 11.12 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'45", A DISTANCE OF 11.12 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 109.01 FEET, A CHORD BEARING OF N01°58'46"E, A CHORD DISTANCE OF 8.47 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'12", A DISTANCE OF 8.47 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 31.50 FEET, A CHORD BEARING OF N08°22'31"W, A CHORD DISTANCE OF 8.91 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°15'23", A DISTANCE OF 8.94 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 33.84 FEET, A CHORD BEARING OF N24°19'43"W, A CHORD DISTANCE OF 9.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°39'01", A DISTANCE OF 9.24 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.75 FEET, A CHORD BEARING OF N39°49'59"W, A CHORD DISTANCE OF 8.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°21'30", A DISTANCE OF 8.24 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 23.21 FEET, A CHORD BEARING OF N56°26'40"W, A CHORD DISTANCE OF 7.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'51", A DISTANCE OF 7.24 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.60 FEET, A CHORD BEARING OF N67°30'37"W, A CHORD DISTANCE OF 4.51 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'02", A DISTANCE OF 4.51 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 54.79 FEET, A CHORD BEARING OF N71°53'28"W, A CHORD DISTANCE OF 4.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'40", A DISTANCE OF 4.30 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 52.30 FEET, A CHORD BEARING OF N81°40'43"W, A CHORD DISTANCE OF 13.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°04'50", A DISTANCE OF 13.76 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.03 FEET, A CHORD BEARING OF N81°45'27"W, A CHORD DISTANCE OF 12.99 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°55'22", A DISTANCE OF 13.03 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 32.59 FEET, A CHORD BEARING OF N69°51'47"W, A CHORD DISTANCE OF 5.04 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°51'57", A DISTANCE OF 5.04 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 31.69 FEET, A CHORD BEARING OF N70°10'01"W, A CHORD DISTANCE OF 5.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°28'24", A DISTANCE OF 5.24 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 23.13 FEET, A CHORD BEARING OF N87°24'37"W, A CHORD DISTANCE OF 10.02 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°00'47", A DISTANCE OF 10.10 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 27.56 FEET, A CHORD BEARING OF N89°13'29"W, A CHORD DISTANCE OF 10.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°23'03", A DISTANCE OF 10.29 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terry@sunstatesurveying.com
Phone: 407-926-8252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
2 OF 5

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

CONSERVATION EASEMENT 1-B DESCRIPTION CONTINUED:

CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 29.15 FEET, A CHORD BEARING OF N73°06'47"W, A CHORD DISTANCE OF 5.51 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°50'20", A DISTANCE OF 5.51 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 73.53 FEET, A CHORD BEARING OF N71°14'22"W, A CHORD DISTANCE OF 9.10 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°05'31", A DISTANCE OF 9.10 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 36.55 FEET, A CHORD BEARING OF N80°37'16"W, A CHORD DISTANCE OF 7.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'18", A DISTANCE OF 7.45 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, A CHORD BEARING OF N70°47'44"W, A CHORD DISTANCE OF 2.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°19'22", A DISTANCE OF 2.73 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.50 FEET, A CHORD BEARING OF N72°34'42"W, A CHORD DISTANCE OF 15.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°53'18", A DISTANCE OF 15.53 FEET TO THE POINT OF TANGENCY; THENCE S89°58'39"W A DISTANCE OF 9.21 FEET TO A POINT ON THE EAST SIDE OF BLUE HERON BEACH RESORT TOWER 1 CONDO BUILDING; THENCE N00°01'21"W ALONG THE EAST SIDE OF SAID BUILDING A DISTANCE OF 25.24 FEET TO THE NORTH SIDE OF BLUE HERON BEACH RESORT TOWER 1 CONDO BUILDING; THENCE S89°57'39"W ALONG THE NORTH SIDE OF SAID BUILDING A DISTANCE OF 6.12 FEET; THENCE N11°42'01"W A DISTANCE OF 30.33 FEET; THENCE N23°09'00"E A DISTANCE OF 15.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 17,791 SQUARE FEET OR 0.408 ACRES MORE OR LESS.



SUNSTATE SURVEYING

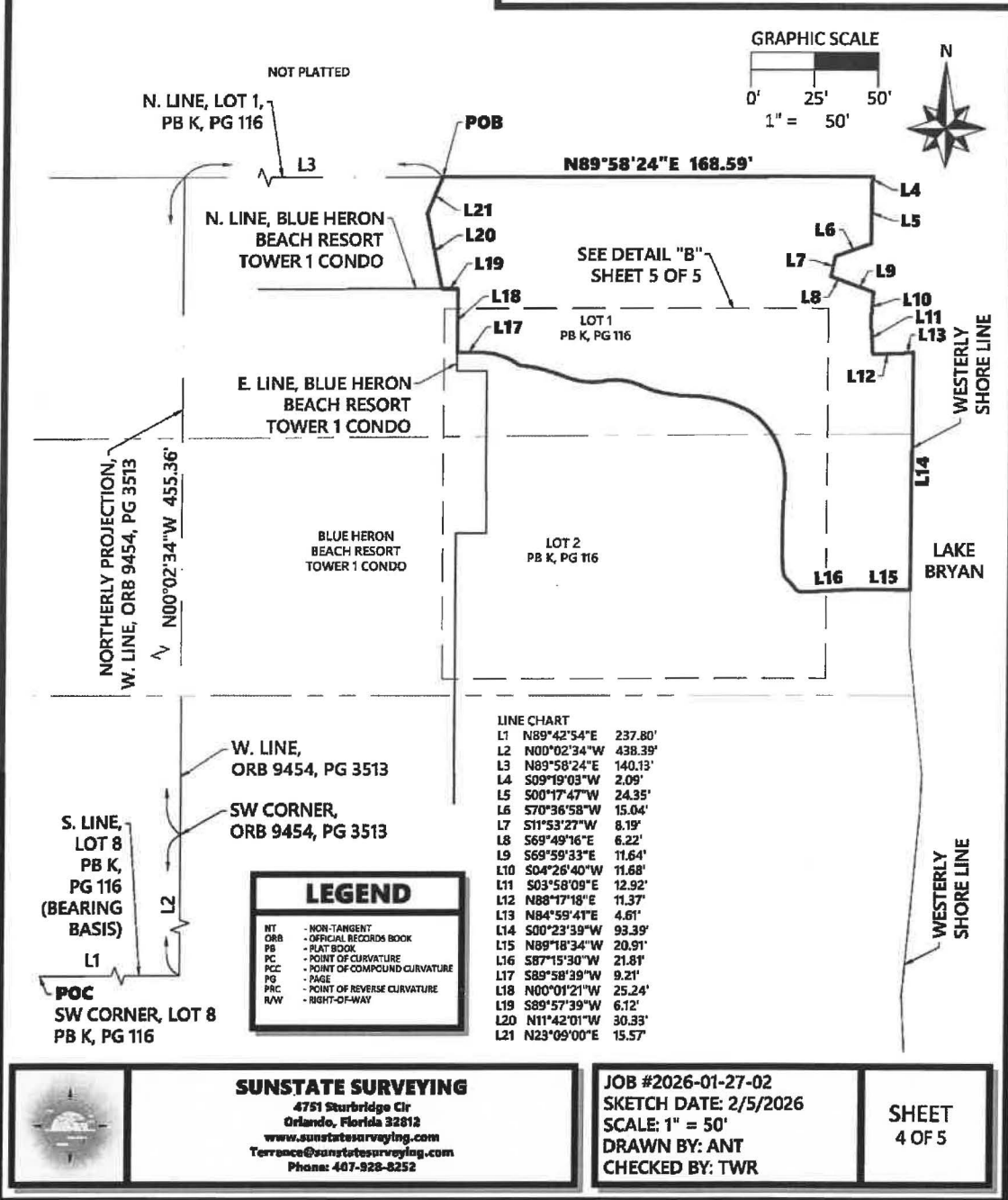
4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrance@sunstatesurveying.com
Phone: 407-928-8252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 50'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
3 OF 5

Sketch of Description

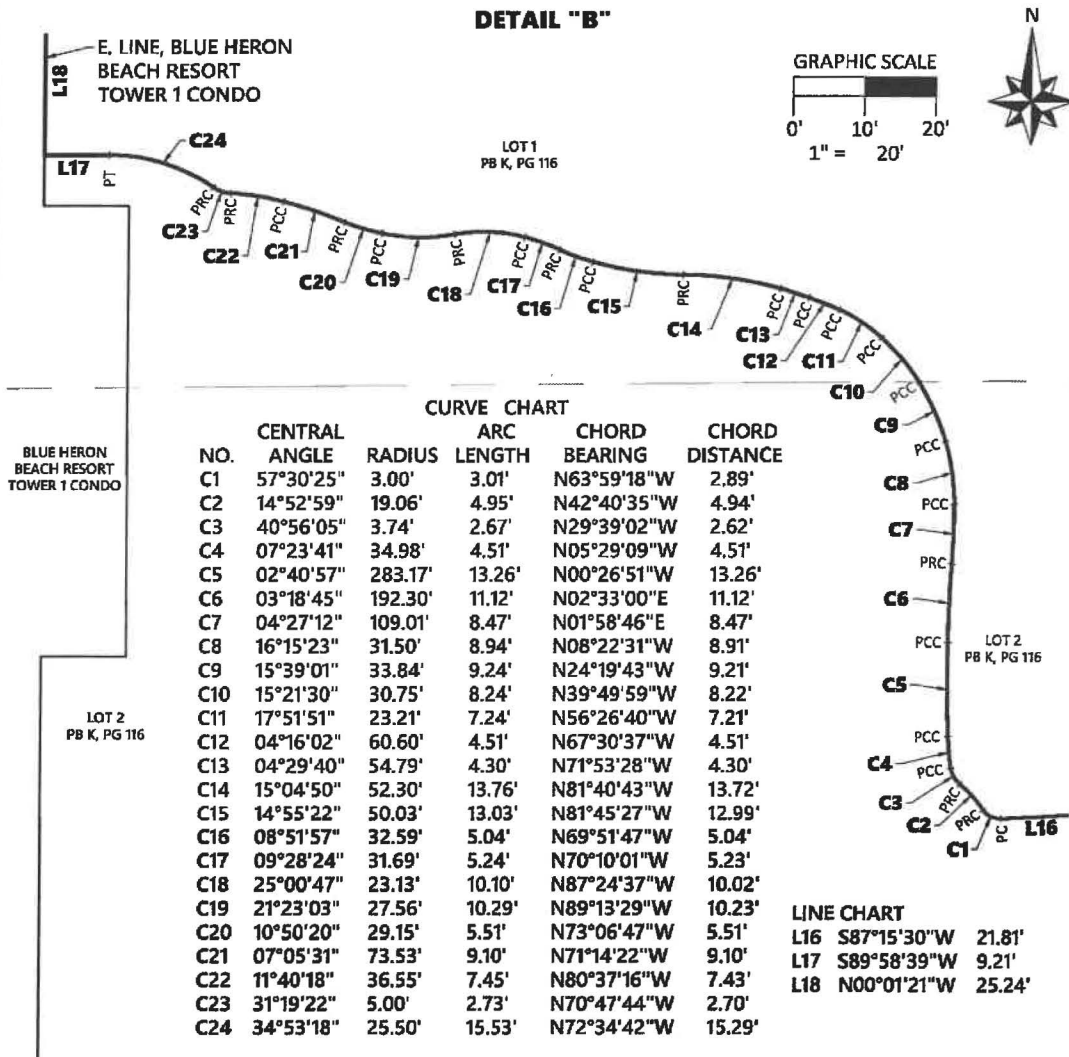
Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida



Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

DETAIL "B"



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

JOB #2026-01-27-02
SKETCH DATE: 2/5/2026
SCALE: 1" = 20'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
5 OF 5

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 04 2026

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

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:
a portion of 27-24-28-4336-00-050

Project: Conservation Easement – Lake Bryan
CAIP No. 01-009

THIS IS A DONATION

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made as of the date signed below by ORL, LLC, a Florida limited liability company, whose address is 821 Playground Road, Fort Walton Beach, Florida 32547 ("GRANTOR"), in favor of Orange County, a charter county and political subdivision of the state of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real property in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct (Phase 2 Lake Bryan Square PD/Silver Hills at Lake Bryan DP) (the "PROJECT") at a site in Orange County, which is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. 01-009 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

WHEREAS, the PERMIT requires that GRANTOR preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity.

NOW, THEREFORE, in consideration of TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which are hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes and Chapter 712, Florida Statutes, as they may be amended, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over a portion of the PROPERTY, more particularly described in Exhibit "B" attached hereto and incorporated by this reference, of the nature and character and to the extent hereinafter set forth (the "CONSERVATION EASEMENT"). GRANTOR fully warrants title to said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

2. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the PROPERTY inconsistent with this CONSERVATION EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights.** GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the PERMIT or the purpose of this CONSERVATION EASEMENT.

4. **Public Access.** No right or access by the general public to any portion of the PROPERTY is conveyed by this CONSERVATION EASEMENT.

5. **Rights of GRANTEE.** To accomplish the purposes stated herein, GRANTOR conveys the following rights to GRANTEE:

- (a) To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT, and/or to perform, or require to be performed, any restoration,

creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(b). To proceed at law or in equity to enforce the provisions of this CONSERVATION EASEMENT and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION EASEMENT.

6. **GRANTEE's Discretion.** GRANTEE may enforce the terms of this CONSERVATION EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION EASEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT.

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or PROPERTY of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY.

8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

9. **Recordation.** GRANTOR shall record this CONSERVATION EASEMENT in timely

fashion in the Public Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this CONSERVATION EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION EASEMENT in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this CONSERVATION EASEMENT shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the PROPERTY.

11. Governing Law; Venue. The laws of the State of Florida shall govern this CONSERVATION EASEMENT. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this CONSERVATION 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.

12. Attorney's Fees; Waiver of Jury Trial. 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 CONSERVATION EASEMENT, or the breach, enforcement, or interpretation of this CONSERVATION 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 proceedings. 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 CONSERVATION EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS

IN CONNECTION HERewith.

13. **Enforcement; Severability.** The parties may enforce the terms of this CONSERVATION EASEMENT by proceedings at law or in equity including, without limitation, actions for injunctive relief. If any provision of this CONSERVATION EASEMENT is found to be invalid, the remaining provisions and applications of such provisions shall not be affected, unless specifically also found invalid.

14. **Notices.** Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the GRANTOR: ORL, LLC
Attn:
821 Playground Road
Fort Walton Beach, Florida 32547

To the GRANTEE: Orange County, Florida
Attn: Manager, Real Estate Management Division
400 E. South Street, 5th Floor
Orlando, Florida 32801

Environmental Protection Division
Attn: Manager, Environmental Protection Division
3165 McCrory Place, Suite 200,
Orlando, FL 32803

15. **Amendment or Modification.** This CONSERVATION EASEMENT may not be amended, altered, released or revoked without the written approval of GRANTEE or its heirs, assigns and successors-in-interest, which is filed in the public records of Orange County, Florida.

16. **Miscellaneous.** This CONSERVATION EASEMENT contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth or referenced herein, nor any course of dealings of the parties, shall

be deemed to alter or affect the terms and conditions set forth herein. The section headings in this CONSERVATION EASEMENT are for convenience only, shall in no way define or limit the scope or content of this CONSERVATION EASEMENT, and shall not be considered in any construction or interpretation of this CONSERVATION EASEMENT or any part hereof. Where the sense of this CONSERVATION EASEMENT requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this CONSERVATION EASEMENT shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This CONSERVATION EASEMENT may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same CONSERVATION EASEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

{signature on following page}

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

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

WITNESS #1

Macie Schneider
Signature

Macie Schneider
Print Name

Mailing Address: 315 E. Hollywood Blvd. Ste 2

City: Mary Esther State: FL

Zip Code: 32569

ORL, LLC
a Florida limited liability company

By: [Signature]
Signature

Fred W. Schinz
Print Name

Manager
Title

WITNESS #2

Kyette Goodwin
Signature

Kyette Goodwin
Print Name

Mailing Address: 315 E Hollywood Blvd Ste 2

City: Mary Esther State: FL

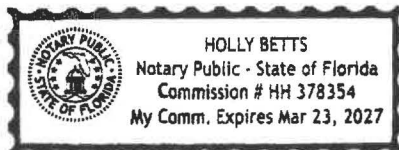
Zip Code: 32569

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of June, 2026, by Fred W. Schinz, as manager, of ORL, LLC, a Florida limited liability company, on behalf of the company. The individual ☐ is personally known to me or ☒ has produced FL DL as identification.

(Notary Stamp)



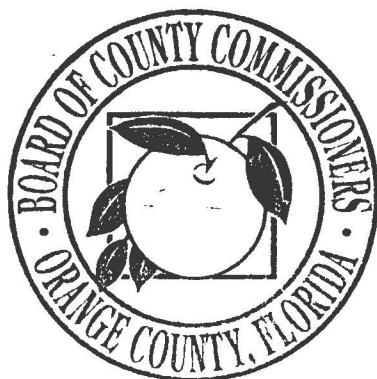
[Signature]
Notary Signature

Holly Betts
Print Notary Name

Notary Public of: Florida

My Commission Expires: 3/23/27

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 4 August 2026

ATTEST:

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

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

EXHIBIT A

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Parcel 1:

A portion of Lots 5, 6, 7 and 8, together with a portion of the Vacated Roadway lying between said Lots 6 and 7, LAKE BRYAN ESTATES, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 8, LAKE BRYAN ESTATES, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida; run thence N 89° 42' 54" E, along the South line of said Lot 8, a distance of 237.80 feet for a Point of Beginning; thence N 00° 02' 34" W a distance of 438.39 feet to the Southwest corner of the lands described in Official Records Book 9454, Page 3513, Public Records of Orange County, Florida; thence N 90 '00' 00" E along the South line of said lands, a distance of 345.8 feet more or less to the Westerly shoreline of Lake Bryan; thence Southerly along said Westerly shoreline to the aforesaid South line of Lot 8; thence S 89 '42' 54" W along said South line of Lot 8, a distance of 404.7 feet more or less to the Point of Beginning.

Parcel 2:

Easements for ingress, egress, drainage and utilities appurtenant to Parcel 1 as created by and as set forth in document entitled easement dated January 19, 2006 and recorded on January 25, 2006 in Book 08446 Page 1521, Public Records Of Orange County, Florida.

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

Exhibit B

CONSERVATION EASEMENT 2 DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, LAKE BRYAN ESTATES, AS RECORDED IN PLAT BOOK K, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°42'54"E ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 532.92 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N00°02'21"W A DISTANCE OF 30.76 FEET; THENCE S89°51'23"E A DISTANCE OF 23.71 FEET; THENCE N00°08'37"E A DISTANCE OF 17.00 FEET; THENCE N89°51'23"W A DISTANCE OF 29.76 FEET; THENCE N00°02'21"W A DISTANCE OF 52.71 FEET; THENCE N89°57'39"E A DISTANCE OF 6.00 FEET; THENCE N00°02'21"W A DISTANCE OF 123.54 FEET; THENCE S89°57'39"W A DISTANCE OF 10.53 FEET; THENCE N00°00'42"E A DISTANCE OF 58.07 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING OF N00°01'23"E, A CHORD DISTANCE OF 48.58 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°51'48", A DISTANCE OF 53.32 FEET TO A NON-TANGENT POINT; THENCE N00°02'23"E A DISTANCE OF 85.97 FEET; THENCE N29°13'09"W A DISTANCE OF 13.14 FEET; THENCE S89°58'39"W A DISTANCE OF 20.72 FEET; THENCE N00°01'21"W A DISTANCE OF 8.83 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9454, PAGE 3513, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S90°00'00"E ALONG SAID SOUTH LINE A DISTANCE OF 75.17 FEET TO A POINT ON THE WESTERLY SHORE LINE OF LAKE BRYAN; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG SAID WESTERLY SHORE LINE OF LAKE BRYAN: (1) S12°24'59"E A DISTANCE OF 52.25 FEET; (2) S24°36'23"E A DISTANCE OF 49.16 FEET; (3) S13°58'01"E A DISTANCE OF 26.33 FEET; (4) S05°04'31"E A DISTANCE OF 23.54 FEET; (5) S03°13'48"W A DISTANCE OF 23.42 FEET; (6) S18°52'32"W A DISTANCE OF 35.50 FEET; (7) S06°42'22"W A DISTANCE OF 31.76 FEET; (8) S03°31'03"E A DISTANCE OF 43.57 FEET; (9) S11°06'50"E A DISTANCE OF 52.61 FEET; (10) S19°42'25"E A DISTANCE OF 47.85 FEET; (11) S09°54'00"E A DISTANCE OF 40.19 FEET; (12) S14°14'53"E A DISTANCE OF 24.16 FEET TO A POINT ON SAID SOUTH LINE OF LOT 8; THENCE DEPARTING SAID WESTERLY SHORE LINE, RUN S89°42'54"W ALONG SAID SOUTH LINE OF LOT 8 A DISTANCE OF 102.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,807 SQUARE FEET OR 0.753 ACRES MORE OR LESS.

SURVEY NOTES

1. This Sketch is not a Survey.
2. Prepared For: Silver Hills Development, Inc.
3. Property Address: Blue Heron on S Apopka Vineland Road, Orlando, FL 32821
4. Bearing structure is assumed and based on the South Line of Lot 8, Lake Bryan Estates, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida, being N89°42'54"E.

LEGEND

Δ	- CENTRAL ANGLE
L	- ARC LENGTH
NT	- NON-TANGENT
ORB	- OFFICIAL RECORDS BOOK
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
PG	- PAGE
POC	- POINT OF COMMENCEMENT
POB	- POINT OF BEGINNING
PRC	- POINT OF REVERSE CURVATURE
R	- RADIUS
R/W	- RIGHT-OF-WAY

REVISIONS

1	COMMENTS 4/24/26	5
2	COMMENTS 5/7/26	6
3		7
4		8

JOB #2026-01-27-02
SKETCH DATE: 2/7/2026
SCALE: 1" = 60'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
1 OF 2

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Digitally signed by
Terrence W Rutter
Date: 2026.05.07
17:38:09 -0600

TERRENCE W. RUTTER, JR., PSM 7371
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE ELECTRONIC SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.



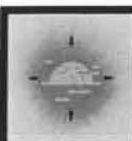
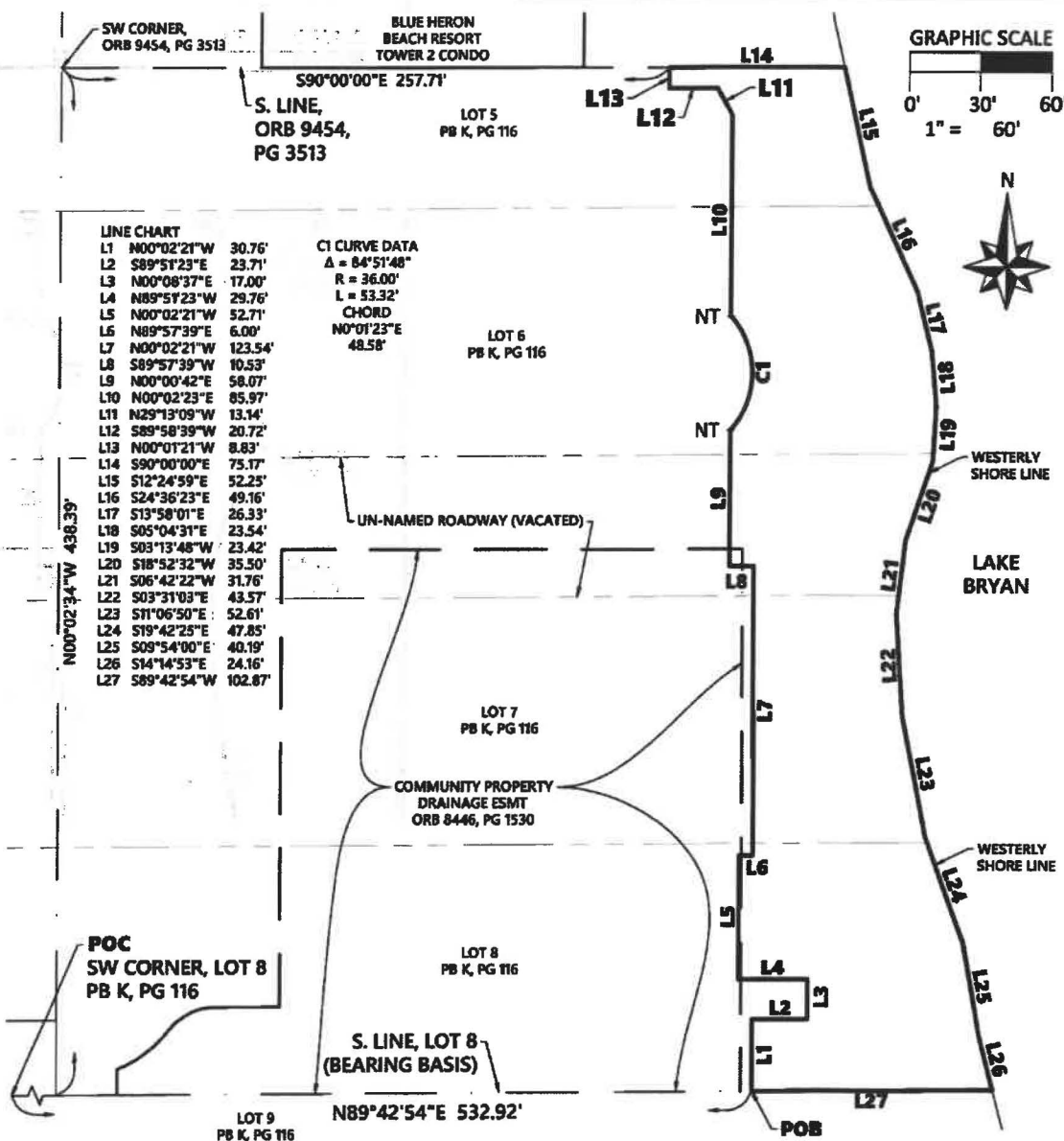
SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

COPYRIGHT © 2023 - 2026, SUNSTATE SURVEYING

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida



SUNSTATE SURVEYING

4751 Starbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrance@sunstatesurveying.com
Phone: 407-928-8252

JOB #2026-01-27-02
SKETCH DATE: 2/7/2026
SCALE: 1" = 60'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
2 OF 2