

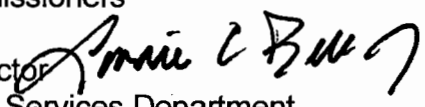


**Interoffice Memorandum**

September 9, 2020

**AGENDA ITEM**

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director   
Community and Family Services Department

FROM: **Matt Suedmeyer, Manager, Parks and Recreation Division**  
**(407) 836-6202**

SUBJECT: **Consent Agenda Item – September 22, 2020**  
Polo Glen at Lake Betty Developer's Agreement

The Parks and Recreation Division and Collier Company (Developer for the Polo Glen DP) seek to enter into a Park Agreement regarding the dedication, construction and long-term maintenance of the proposed Coast-to-Coast Trailhead Park.

The agreement provides for both the dedication of 3.9 acres located at the southeast corner of the development and associated park amenities. The park will serve as a trailhead for the upcoming Orange County portion of the Coast to Coast Trail. The Applicant will add an eight-foot wide trail with multiple workout stations and benches located along the trail for patron use. These additional features will be given to the County to own and maintain upon completion of the improvements. The dry stormwater pond feature will serve both the park and the neighboring apartment development.

In addition, the agreement has been reviewed and approved by the County Attorney's Office, Risk Management Division, and Real Estate Management Division.

**ACTION REQUESTED: Approval and execution of Developer's Agreement (Polo Glen at Lake Betty) by and between Collier-Lake Betty Apartments Owner, LLC and Orange County. District 2**

MS/bh:jam

Attachment

c: Randy Singh, Deputy County Administrator

BCC Mtg. Date: September 22, 2020

This Instrument Prepared By And  
Should Be Returned To:

James Edward Cheek, III  
Winderweedle, Haines, Ward & Woodman, P.A.  
P.O. Box 880  
Winter Park, FL 32790-0880

Tax Parcel IDS #30-21-29-0000-00-113  
#30-21-29-0000-00-001

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

**DEVELOPER'S AGREEMENT**  
**(Polo Glen at Lake Betty)**

**THIS DEVELOPER'S AGREEMENT** (the "**Agreement**"), effective as of the latest day of execution (the "**Effective Date**"), is made and entered into by and between **COLLIER-LAKE BETTY APARTMENTS OWNER, LLC**, a Delaware limited liability company, whose address is 220 N. Main Street, Gainesville, Florida 32601 (the "**Developer**"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393 (the "**County**") (Developer and County may hereinafter be collectively referred to individually as a "**Party**" and collectively as the "**Parties**").

**RECITALS:**

A. Developer is the owner of real property located in Orange County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"); and

B. Developer intends to develop the Property as a residential multifamily development in accordance with that certain Polo Glen Planned Development, Polo Glen at Lake Betty Development Plan dated "Received June 24, 2019," which was approved by the Orange County Development Review Committee ("**DRC**") at its meeting on August 14, 2019 (the "**Project**"), subject to conditions of approval, as amended, and subject to placing the item on the DRC consent agenda for final approval (the "**Development Plan**"); and

C. Developer has agreed to provide a park site to the County as required by said Development Plan (the "**Park Property**"), which Park Property is more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference; and

D. Developer desires to meet its obligations to the County, and the County and the Developer desire to set forth certain terms, conditions, and agreements concerning the conveyance of the Park Property to the County.

**NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants

contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Conveyance of Park Property.

a) Conveyance; Procedure. Within ninety (90) days following completion of the Park Improvements to the satisfaction of the County, Developer, at its sole cost and expense, shall convey to the County the Park Property by special warranty deed (the "**Deed**"), free and clear of all liens and encumbrances except for matters of record acceptable to the County. In the event conveyance does not occur within the aforesaid ninety (90) days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to ninety (90) days for the conveyance to take place. The Park Property shall be contiguous and shall total a minimum of 3.9 acres. Closing on the conveyance of the Park Property to the County ("**Closing**") shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by County. At Closing, Developer shall pay all costs associated with the conveyance of the Park Property, including all recording fees (including for the Deed and the Easement Agreements (hereinafter defined)) and documentary stamp taxes related to such conveyance. All taxes to the date of closing shall be paid by Developer at Closing to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid by Developer for the year of conveyance.

b) Title Policy. No later than thirty (30) days prior to Closing, Developer, at its sole cost and expense, shall provide to the County a current commitment (the "**Commitment**") to issue an Owner's Policy of Title Insurance (together with copies of all instruments referred to therein) issued by a title insurer licensed in the State of Florida, naming County as the insured, in an amount to be determined by a Cost Estimate prepared by the Appraisal Section of Orange County Real Estate Management Division, and evidencing that Developer is vested with fee simple title to the Park Property and evidencing that the same is free and clear of all liens and encumbrances except for matters of record acceptable to the County. Within thirty (30) days following the Closing, Developer shall provide, at its sole cost and expense, an Owner's Policy of Title Insurance for the Park Property and the Access Easement (hereinafter defined) insuring the County in the coverage amount stated above.

- c) Survey. No later than thirty (30) days prior to Closing, Developer, at its sole cost and expense, shall provide to County a current survey evidencing a minimum of 3.9 acres for Park Property. The survey shall be prepared by a licensed Florida registered land surveyor in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards, including a metes and bounds legal description of the Park Property. The survey shall show all improvements, setbacks, easements, encroachments, or overlaps on the Park Property and all matters affecting title which are capable of being shown on the survey and/or are set forth on Schedule B, Section II, of the Commitment. The survey shall, at a minimum, be certified to the following parties: County and the title company.
  
- d) Environmental Audit. No less than sixty (60) days prior to conveyance, the Developer shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the Park Property. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (AAIFR) and with the most current standard set forth in the American Society for Testing and Materials (ASTM) E-1527. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, the Developer shall submit to County a Phase II environmental audit. The Phase II environmental audit shall be conducted in accordance with the requirements of the AAIFR and most current standard set forth in ASTM E-1903. If the Phase II environmental audit is performed and reveals the need for remediation to the Park Property, one of the following events shall occur: (i) the Developer shall remediate the Park Property to County's satisfaction prior to the conveyance; or (ii) the Developer and County shall negotiate and enter into a separate agreement whereby the Developer shall pay the full cost of remediation; or (iii) County may terminate this Agreement.
  
- e) Compliance with Section 286.23, Florida Statutes. On or before Closing, Developer shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.
  
- f) Easement Agreement(s). At Closing, Developer and County shall enter into one or more easements or easement agreements (each, an "**Easement Agreement**"), in a form acceptable to the County, addressing the following matters:
  - a. Drainage Easement. County shall grant to Developer a perpetual, non-exclusive easement for drainage, maintenance, and access

RF

purposes (the “**Drainage Easement**”) over, under, upon, through, and across the Pond Improvements. Without limitation, the Drainage Easement to be granted by County to Developer at Closing shall specifically include the following: (a) the right for Developer or its successors and assigns to clear the Drainage Easement of trees, limbs, undergrowth and other physical objects, which, in the reasonable opinion of Developer or its successors or assigns, endanger or interfere with the safe and efficient use of the Pond Improvements or access thereto; and (b) all other rights and privileges reasonably necessary or convenient for the enjoyment and use of said such Drainage Easement for the purposes described above, including the right to grant access to such persons or entities as Developer or its successors and assigns reasonably deem necessary or convenient in furtherance of the provisions set forth herein.

- b. Access Easement. Developer shall grant to County and its successors a perpetual, non-exclusive easement for ingress, egress, access, and passage over, under, on, upon, through, and across the Property (and the roads, streets, alleys, driveways, drive aisles, sidewalks, and other hardscape located therein or thereon), for purposes of vehicular and pedestrian access (the “**Access Easement**”) to/from the Park Property from/to N. Orange Blossom Trl. for the purposes of County (and its employees, contractors, subcontractors, and other agents) accessing the Park Property for activities related to inspection, service, maintenance, repair, replacement, reconstruction, improvement, construction, installation, and any and all other necessary work or County activities thereon, as determined by County in its sole and absolute discretion. The Access Easement shall not be for use by the general public.

3. Park Improvements. The Developer must design, engineer, permit, construct, and install the following improvements on the Park Property (collectively, the “**Park Improvements**”) at no cost or expense to County and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements:

- a) an 8’ wide concrete jogging path around the stormwater retention pond as depicted on Exhibit “C” attached hereto and incorporated herein by this reference (the “**Jogging Path**”);
- b) exercise equipment adjacent to the Jogging Path and installed every 500’ as depicted on Exhibit “C” attached hereto and incorporated herein by this reference;

RF

- c) 4 or more park benches at different locations along the Jogging Path;
- d) 8' wide concrete connecting path between the Jogging Path and the existing Coast-to-Coast Trail segment to the south of the Jogging Path, as depicted on Exhibit "C" attached hereto and incorporated herein by reference; and
- e) A stormwater retention pond and associated drainage facilities and outfall structures (collectively, the "Pond Improvements") as depicted on Exhibit "C" attached hereto and incorporated herein by this reference. The Pond Improvements must be completed to County standards in a manner sufficient to adequately receive and process the anticipated capacity from both the Property and the Park Property.

Other than the Park Improvements, to the extent reasonably possible, the Park Property will remain in its original wooded state. Construction of the Park Improvements shall be completed to the satisfaction of the County on or before the earlier of: (i) December 31, 2024 after the Effective Date; and (ii) issuance of the first certificate of occupancy for any Project improvements on the Property. The County may withhold building permits and other approvals or permits for the development of the Property until the Park Improvements are completed to the County's satisfaction and the Closing has occurred.

4. Letter of Credit for Park Improvements. Developer must provide an irrevocable letter of credit for the Park Improvements in accordance with Section 34-203 of the Orange County Code. Such irrevocable letter of credit must be in the sum of 115% of the estimated cost of the Park Improvements.

5. Maintenance of Park Improvements. Upon Developer's conveyance of the Park Property to the County in accordance with this Agreement, the County shall be solely responsible for the maintenance and upkeep of the Park Property and all facilities located on the Park Property, except for the Pond Improvements, which must be maintained by the Developer in accordance with Section 9 of this Agreement.

6. Park Access, Hours, and Use.

- a. Public Access. Public access to the Park Property shall be solely from the adjacent bicycle and pedestrian trail as generally depicted on Exhibit "C" attached hereto and incorporated herein by this reference. The Park Property shall be open to the public only from dawn until dusk, and activities in the Park Property shall be limited to pedestrian, non-motorized wheeled vehicles, and use of the exercise equipment. Alcoholic beverages and other intoxicants shall not be allowed in the Park Property. The County will appropriately post the Park Property regarding these limitations on park use.

7. County Trails Program Donation. Developer must donate \$100,000 to the County Trails Program. County may withhold building permits and other approvals or permits for the development of the Property until the donation is made; provided, however, in no event shall such

RF

donation be made later than Closing.

8. Use Restrictions. In consideration for Developer's conveyance of the Park Property, the Deed shall contain a restriction limiting the use of the Park Property to park, recreational, and drainage uses and purposes for a period of twenty (20) years from the Closing; provided, however, that such restriction shall not be deemed or construed as limiting or preventing County from either: (i) using the Park Property for other uses substantially compatible with park, recreational, and drainage uses and purposes; or (ii) using the Park Property for such other non-primary public purposes and uses as County commonly or customarily uses other parks and recreational facilities owned or operated by County.

9. Pond Improvements.

- a) Maintenance of Pond Improvements. Developer has requested that the Pond Improvements serve both the Property and the Park Property. As consideration for the County's agreement to allow the pond to serve both the Property and the Park Property, Developer agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "**Pond Maintenance**"), in perpetuity, to County's reasonable satisfaction, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements. In the event Developer fails or refuses to perform the Pond Maintenance to County's satisfaction, County may withhold building permits and other approvals or permits for the development of the Property and County shall have the right, but not the obligation, to perform such maintenance as County deems necessary, at Developer's expense.
- b) Permits and compliance; hazardous substances. Developer shall perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges which are the subject of this Agreement shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Developer shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Property into or upon the Pond Improvements and/or the Park Property. In the event of any discharge and/or release not in compliance, as noted herein, Developer shall have thirty (30) days after the earlier of discovery of such by Developer, or discovery and notice of such to Developer (whether by County or by another person or entity), to remedy such non-compliance. If the non-compliance is not remedied within such thirty (30) day period, County may, but shall not be obligated to, remedy the non-compliance, or cause same to occur, at Developer's expense, except that in

the instance non-compliance cannot be remedied within such thirty (30) day period, so long as Developer commences to cure and continues diligently with its remedial efforts it shall not be in default of its obligations hereunder.

- c) Costs for Developer failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Developer's failure or refusal to (i) perform the Pond Maintenance to County's reasonable satisfaction, as contemplated by Section 9.a), and/or (ii) remedy a non-compliance as contemplated by Section 9.b), County may assess any and all costs and expenses incurred by County against Developer, but only to the extent that such costs or expenses are caused by Developer's failure or refusal to comply with the obligations contemplated by Section 9.a) or Section 9.b). Developer shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.
  
- d) Right to lien; delinquent payments. This Agreement shall serve as a continuing right to claim a lien against the Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions required of Developer under Section 9 of this Agreement, which Developer has failed or refused to perform. In the event Developer fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Developer's asserted delinquency. Absent Developer's failure or refusal to comply with the obligations contemplated by Section 9.a) or Section 9.b), the County shall not record a notice of lien in the Public Records of Orange County, Florida.

10. Disclaimer of Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective successors and assigns.

11. Attorneys' Fees. Each Party to this Agreement agrees to bear its own attorneys' fees and costs in connection with all actions to be undertaken in compliance with this Agreement.

12. Survival. The obligations of this Agreement shall survive the conveyance of lands or interests in lands hereunder to the County.

13. Amendments. No amendment, modification or other change in this Agreement shall

RF



be binding upon the Parties unless in writing and executed by both Parties hereto.

14. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the Parties hereto with respect to the subject matter addressed herein, and all prior and contemporaneous agreements, undertakings, representations and statements, oral or written, are merged into this Agreement.

15. Authority to Contract. The execution and delivery of this Agreement has been duly authorized by the appropriate body or official of each of the Parties hereto, each Party has complied with all the requirements of law related to this Agreement, and each Party has full power and authority to enter into and perform this Agreement.

16. Notice. Any notice given with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or to such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

As to the Developer:                    Collier-Lake Betty Apartments Owner, LLC  
220 N. Main Street  
Gainesville, Florida 32601  
Attention: Nathan S. Collier  
Telephone: (352) 416.1423  
Email: Asset.management@colliercompanies.com

With a copy to:                            Craig A. Minegar, Esq.  
Winderweedle, Haines, Ward & Woodman, P.A.  
329 N. Park Avenue, 2<sup>nd</sup> Floor  
Winter Park, FL 32789

As to the County:                        County Administrator  
Orange County  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Telephone: (407) 836-7370  
Facsimile: (407) 836-7399

and

Manager  
Orange County Parks & Recreation Division  
P.O. Box 1393  
Orlando, FL 32802-1393  
Telephone: (407) 836-6200  
Facsimile: (407) 836-6210

and

Manager  
Real Estate Management Division  
P.O. Box 1393  
Orlando, FL 32802-1393  
Telephone: (407) 836-7080  
Facsimile: (407) 836-5969

17. Covenants Running with the Land. All of the covenants, obligations, terms, agreements, and restrictions set forth in this Agreement are intended to be, and shall be construed as, covenants running with the Property and the Park Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of the Developer and upon any person, firm, corporation, or entity who may become a successor in interest to all or any part of the Property or the Park Property.

18. Recordation of the Agreement. This Agreement shall be recorded, at Developer's expense, in the Public Records of Orange County, Florida, within 30 days after the Effective Date.

19. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

20. Limitations on Remedies. The County and Developer expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement. Upon any failure by Developer to perform its obligations under this Agreement (except for Developer's obligations contained in Section 9), subject to reasonable notice and opportunity to cure such failure, the County shall be limited strictly to only the following remedies:

- a. action for specific performance; or
- b. action for injunctions; or
- c. action for declaratory judgment regarding the rights and obligations of County and/or Developer; or
- d. the withholding of development permits and other approvals or permits in connection with development of the Project; or
- e. any combination of the foregoing.

Upon any failure by Developer to perform any of its obligations under Section 9 of this Agreement, County may pursue all remedies available at law or in equity, in addition to those remedies set forth in Section 9 and this Section 20.

Upon any failure by County to perform its obligations under this Agreement, subject to reasonable notice and opportunity to cure such failure, the Developer shall be limited strictly to only the following remedies:

- a. action for specific performance; or
- b. action for injunctions; or
- c. action for declaratory judgment regarding the rights and obligations of County and/Developer; or
- d. any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops the County from exercising its power of eminent domain with respect to any portion of the Property as County may lawfully elect. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit of Florida in Orange County.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

22. Construction. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Agreement.

23. Time. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday, such time for performance shall be extended through the next business day.

**[SIGNATURE PAGES AND EXHIBITS FOLLOW]**

RK

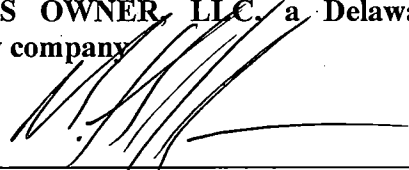
24. Effective Date. The effective date of this Agreement shall be the date when the last one of the County and the Developer has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the County and the Developer.

IN WITNESS WHEREOF, the County and the Developer have caused this Agreement to be duly executed by their respective duly authorized representatives on the respective dates set forth below.


Signed, sealed and delivered in the presence of:

**DEVELOPER:**  
**COLLIER-LAKE BETTY**  
**APARTMENTS OWNER, LLC, a Delaware**  
**limited liability company**

  
Print Name: Rebecca Herin

By:   
Manager, Nathan S. Collier

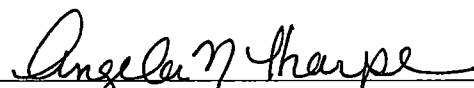
Date: 8/14/2020, 2020

  
Print Name: Shannon Lee

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of August, 2020, by Nathan S. Collier, as Manager of **COLLIER-LAKE BETTY APARTMENTS OWNER, LLC**, a Delaware limited liability company, on behalf of the limited liability company. The above-named person is  personally known to me or  has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

  
Signature of Notary Public  
Angela N. Tharpe  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 07/22/2022.



RF

COUNTY:

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: SEP 22 2020, 2020

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

By: *Katie Smith*  
Deputy Clerk  
**Katie Smith**  
Printed Name

Date: SEP 22 2020, 2020.



RF

A PARCEL OF LAND, BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LYING NORTHWEST OF THE FORMER SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, AS DESCRIBED IN DEED BOOK 82, PAGE 459, FORMERLY OWNED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, PARCEL 375C, PER OFFICIAL RECORDS BOOK 9296, PAGE 1641, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4-INCH BY 4-INCH CONCRETE MONUMENT (LB#1221) MARKING THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, SAID POINT LYING ON THE COUNTY LINE DIVIDING ORANGE COUNTY AND SEMINOLE COUNTY, ALSO BEING THE SOUTHWEST CORNER OF BEAR LAKE WOODS PHASE ONE, AS RECORDED IN PLAT BOOK 47, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 89°39'34" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 30, SAID COUNTY LINE, AND THE SOUTH LINE OF SAID SUBDIVISION PLAT AND ITS EASTERLY PROJECTION, FOR A DISTANCE OF 1580.76 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (LB#1221) MARKING ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID CENTRAL FLORIDA EXPRESSWAY AUTHORITY, PARCEL 375C; THENCE RUN SOUTH 46°56'58" WEST, ALONG THE NORTHWEST LINE OF SAID EXPRESSWAY PARCEL, FOR A DISTANCE OF 1700.96 FEET TO 4-INCH BY 4-INCH CONCRETE MONUMENT (LB#1221) MARKING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1885.00 FEET, A CENTRAL ANGLE OF 07°18'43", A CHORD LENGTH OF 240.39 FEET, BEARING SOUTH 50°36'20" WEST; THENCE CONTINUE ALONG THE NORTHWEST LINE OF SAID EXPRESSWAY PARCEL AND THE ARC OF SAID CURVE FOR A DISTANCE OF 240.56 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (PLS#4348), BEING A POINT ON THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1885.00 FEET, A CENTRAL ANGLE OF 05°53'28", A CHORD LENGTH OF 193.72 FEET, BEARING SOUTH 57°12'25" WEST; THENCE CONTINUE ALONG THE NORTHWEST LINE OF SAID EXPRESSWAY PARCEL AND THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 193.81 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (LB#1221) MARKING ITS INTERSECTION WITH THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 00°26'11" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 106.80 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (PLS#4348) MARKING ITS INTERSECTION WITH THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE CONTINUE NORTH 00°26'11" EAST, ALONG THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, FOR A DISTANCE OF 791.79 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF A 60 FOOT WIDE INGRESS AND EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3502, PAGE 2538, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (LYING WITHIN LAKE BETTY); THENCE RUN SOUTH 68°53'57" WEST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 1532.08 FEET TO A POINT LYING 2.2 FEET NORTHEAST

EXHIBIT "A"

RF

OF A NAIL AND DISKETTE (NO ID), SAID POINT BEING ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH ORANGE BLOSSOM TRAIL (U.S. 441)(A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 29°37'34" WEST 119.90 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (PLS#4348); 2) THENCE SOUTH 60°22'26" WEST 18.00 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (PLS#4348); 3) THENCE NORTH 29°37'34" WEST 380.82 FEET TO A 4-INCH BY 4-INCH CONCRETE MONUMENT (ILLEGIBLE), MARKING ITS INTERSECTION WITH THE PLATTED SOUTHEASTERLY LINE OF ORANGE BLOSSOM INDUSTRIAL PARK, AS RECORDED IN PLAT BOOK 15, PAGE 19, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 68°53'57" EAST, ALONG SAID SOUTHEASTERLY PLAT LINE, FOR A DISTANCE OF 1818.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

RF

**SKETCH OF DESCRIPTION**  
**PARK AREA**  
**PROPOSED PLAT OF POLO GLEN AT LAKE BETTY**  
 A PORTION OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST  
 ORANGE COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION**

A PORTION OF LAND LYING WITHIN SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, BEING A FOUND 4"x4" CONCRETE MONUMENT STAMPED 'LB 1221'; THENCE ALONG THE EAST LINE OF THE WEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN SOUTH 00°26'11" WEST A DISTANCE OF 1070.86 TO THE POINT OF BEGINNING BEING A POINT ON THE EAST LINE OF THE WEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER THENCE RUN SOUTH 75°19'30" EAST A DISTANCE OF 53.38 FEET; THENCE RUN NORTH 71°38'56" EAST A DISTANCE OF 102.96 FEET; THENCE RUN NORTH 75°22'10" EAST A DISTANCE OF 59.93 FEET; THENCE RUN NORTH 47°13'15" EAST A DISTANCE OF 77.76 FEET; THENCE RUN NORTH 48°51'58" EAST A DISTANCE OF 111.45 FEET; THENCE RUN NORTH 43°42'36" EAST A DISTANCE OF 52.72 FEET; THENCE RUN NORTH 70°43'00" EAST A DISTANCE OF 45.66 FEET; THENCE RUN NORTH 33°12'54" EAST A DISTANCE OF 33.73 FEET; THENCE RUN NORTH 26°31'41" EAST A DISTANCE OF 53.36 FEET; THENCE RUN NORTH 20°57'21" EAST A DISTANCE OF 36.14 FEET; THENCE RUN NORTH 31°37'22" EAST A DISTANCE OF 41.80 FEET; THENCE RUN SOUTH 66°34'00" EAST A DISTANCE OF 102.37 FEET TO A POINT OF CURVATURE ON A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'00 AND A CHORD WHICH BEARS NORTH 68°26'00" EAST A DISTANCE OF 7.07 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 7.85 FEET TO A POINT OF TANGENCY ON THE FOLLOWING DESCRIBED LINE; THENCE RUN NORTH 23°26'00" EAST A DISTANCE OF 25.50 FEET TO A POINT OF CURVATURE ON A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00 AND A CHORD WHICH BEARS NORTH 68°26'00" EAST A DISTANCE OF 35.36 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET TO A POINT OF TANGENCY ON THE FOLLOWING DESCRIBED LINE; THENCE RUN SOUTH 66°34'00" EAST A DISTANCE OF 0.19 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°28'40" AND A CHORD WHICH BEARS SOUTH 43°49'40" EAST A DISTANCE OF 19.33 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 19.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 64.50 FEET, A CENTRAL ANGLE OF 51°02'26" AND A CHORD WHICH BEARS SOUTH 46°36'34" EAST A DISTANCE OF 55.58 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 57.46 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 119°05'02" AND A CHORD WHICH BEARS SOUTH 12°35'16" EAST A DISTANCE OF 43.10 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 51.96 FEET TO A POINT OF NON-TANGENCY ON THE FOLLOWING DESCRIBED LINE; THENCE ALONG SAID NON-TANGENT LINE RUN SOUTH 43°02'45" EAST A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CENTRAL FLORIDA EXPRESSWAY PARCEL 375C PER OFFICIAL RECORDS BOOK 9296, PAGES 1641 BEING A 50.00' WIDE FORMER RAILROAD RIGHT-OF-WAY (TRACKS REMOVED) PER DEED BOOK 82, PAGES 459; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) SOUTH 46°56'58" WEST A DISTANCE OF 514.82 FEET TO A POINT OF CURVATURE ON A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1885.00 FEET, A CENTRAL ANGLE OF 7°18'43" AND A CHORD WHICH BEARS SOUTH 50°36'20" WEST A DISTANCE OF 240.39 FEET; (2) THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 240.56 FEET TO A POINT ON THE SOUTH LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 30 AND A POINT OF CONTINUED CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1885.00 FEET, A CENTRAL ANGLE OF 05°53'28" AND A CHORD WHICH BEARS SOUTH 57°12'25" WEST A DISTANCE OF 193.72 FEET; (3) THENCE RUN ALONG THE ARC OF SAID CURVE A LENGTH OF 193.81 FEET TO A POINT OF NON-TANGENCY ON THE FOLLOWING DESCRIBED LINE; THENCE ALONG SAID NON-TANGENT LINE, DEPARTING AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°26'11" EAST A DISTANCE OF 106.80 FEET TO AFORESAID SOUTH LINE; THENCE CONTINUE NORTH 00°26'11" EAST A DISTANCE OF 250.41 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 179,013 SQUARE FEET OR 4.110 ACRES MORE OR LESS.

**SURVEYOR'S NOTES**

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CENTRAL FLORIDA EXPRESSWAY PARCEL 375C PER OFFICIAL RECORDS BOOK 9296, PAGE 1641, WHICH BEARS SOUTH 46°56'58" WEST, AS RECORDED.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 3  
 SEE SHEET 2 OF 3 FOR SKETCH

THIS SKETCH IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**  
**PARK AREA**  
**PROPOSED PLAT OF POLO GLEN AT LAKE BETTY**  
 A PORTION OF  
 SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST  
  
 ORANGE COUNTY, FLORIDA



AMERICAN SURVEYING & MAPPING INC.  
 CERTIFICATION OF AUTHORIZATION NUMBER LB#6393  
 3191 MAGUIRE BOULEVARD, SUITE 200  
 ORLANDO, FLORIDA 32803  
 (407) 426-7979  
 WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. GLENN TURNER, PSM #5643

DATE:

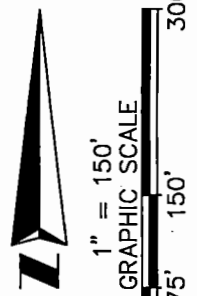
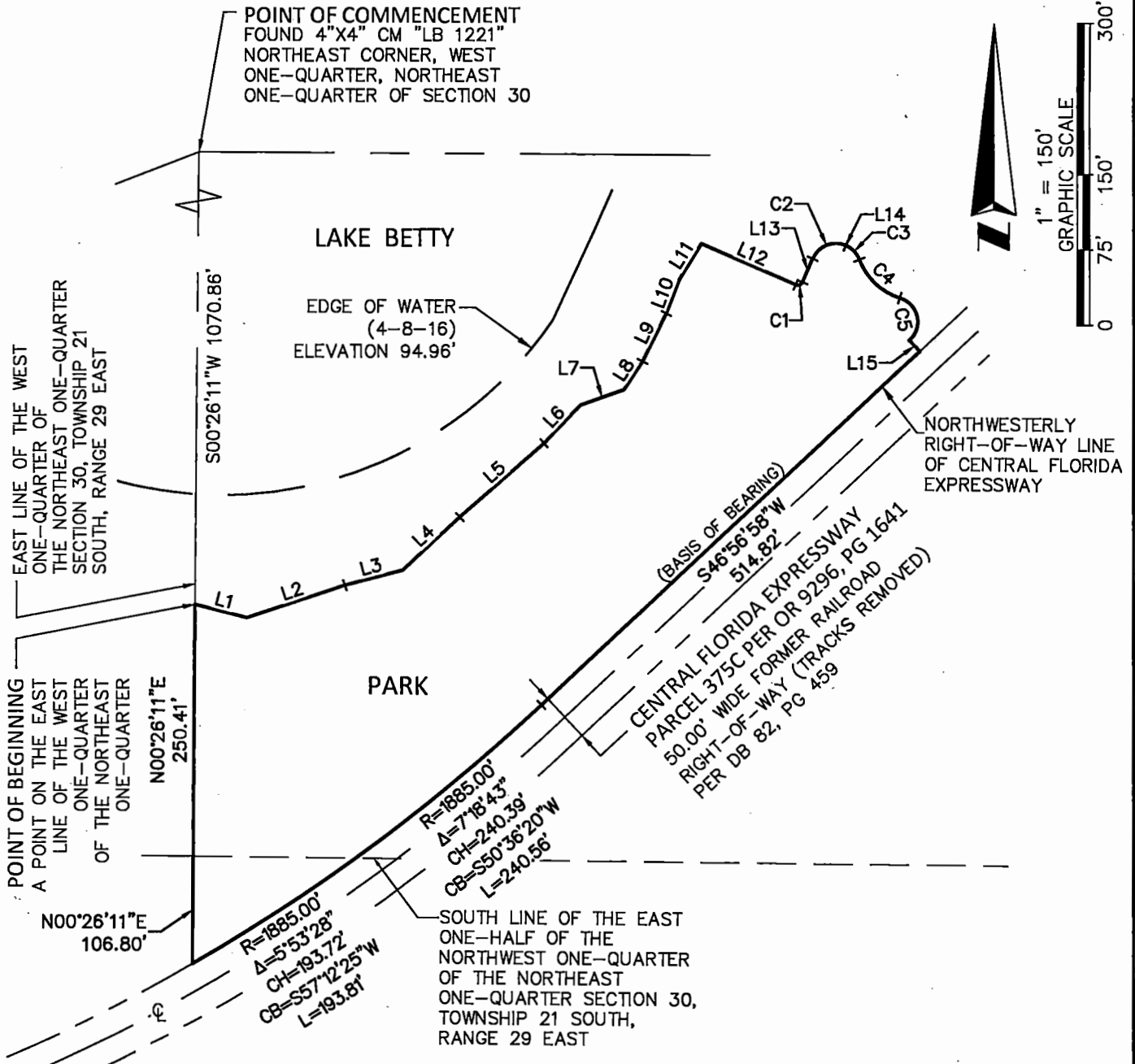
JOB NO.:	DATE	REVISIONS	TECH
6030802	08-11-20	REVISE BOUNDARY	CF
SCALE: 1" = 150'			
FIELD DATE: N/A	08-14-20	REVISE BOUNDARY	CF
FIELD BY: N/A			
DRAWN BY: RCS			
APPROVED BY: EGT			
DRAWING FILE #			
POLO GLEN PARK			
SOD 08-14-20.DWG			

RF



# SKETCH OF DESCRIPTION

PARK AREA  
 PROPOSED PLAT OF POLO GLEN AT LAKE BETTY  
 A PORTION OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST  
 ORANGE COUNTY, FLORIDA



SHEET 2 OF 3 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.  
 SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

THIS SKETCH IS NOT A SURVEY.

## LEGEND AND ABBREVIATIONS

R	= RADIUS	CM	= CONCRETE MONUMENT
Δ	= CENTRAL ANGLE (DELTA)	DB	= DEED BOOK
CH	= CHORD DISTANCE	L#	= LINE TAG (SEE CORRESPONDING LINE TABLE)
CB	= CHORD BEARING	LB	= LICENSED BUSINESS
L	= ARC LENGTH	PG	= PAGE(S)
℄	= CENTERLINE OF RIGHT-OF-WAY		



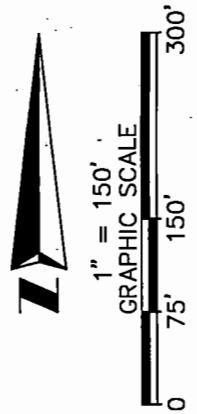
**AMERICAN SURVEYING & MAPPING INC.**  
 CERTIFICATION OF AUTHORIZATION NUMBER LB#6393  
 3191 MAGUIRE BOULEVARD, SUITE 200  
 ORLANDO, FLORIDA 32803  
 (407) 426-7979  
 WWW.AMERICANSURVEYINGANDMAPPING.COM

RF

**SKETCH OF DESCRIPTION**  
**PARK AREA**  
**PROPOSED PLAT OF POLO GLEN AT LAKE BETTY**  
**A PORTION OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST**  
**ORANGE COUNTY, FLORIDA**

Line Table		
Line #	Direction	Length
L1	S75°19'30"E	53.38
L2	N71°38'56"E	102.96
L3	N75°22'10"E	59.93
L4	N47°13'15"E	77.76
L5	N48°51'58"E	111.45
L6	N43°42'36"E	52.72
L7	N70°43'00"E	45.66
L8	N33°12'54"E	33.73

Line Table		
Line #	Direction	Length
L9	N26°31'41"E	53.36
L10	N20°57'21"E	36.14
L11	N31°37'22"E	41.80
L12	S66°34'00"E	102.37
L13	N23°26'00"E	25.50
L14	S66°34'00"E	0.19
L15	S43°02'45"E	15.00



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	7.85'	5.00'	90°00'00"	N68°26'00"E	7.07'
C2	39.27'	25.00'	90°00'00"	N68°26'00"E	35.36'
C3	19.84'	25.00'	45°28'40"	S43°49'40"E	19.33'
C4	57.46'	64.50'	51°02'26"	S46°36'34"E	55.58'
C5	51.96'	25.00'	119°05'02"	S12°35'16"E	43.10'

SHEET 3 OF 3 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS.  
 SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

THIS SKETCH IS NOT A SURVEY.

**LEGEND AND ABBREVIATIONS**

R = RADIUS	CM = CONCRETE MONUMENT
Δ = CENTRAL ANGLE (DELTA)	DB = DEED BOOK
CH = CHORD DISTANCE	L# = LINE TAG (SEE CORRESPONDING
CB = CHORD BEARING	LINE TABLE)
L = ARC LENGTH	LB = LICENSED BUSINESS
CL = CENTERLINE OF RIGHT-OF-WAY	PG = PAGE(S)



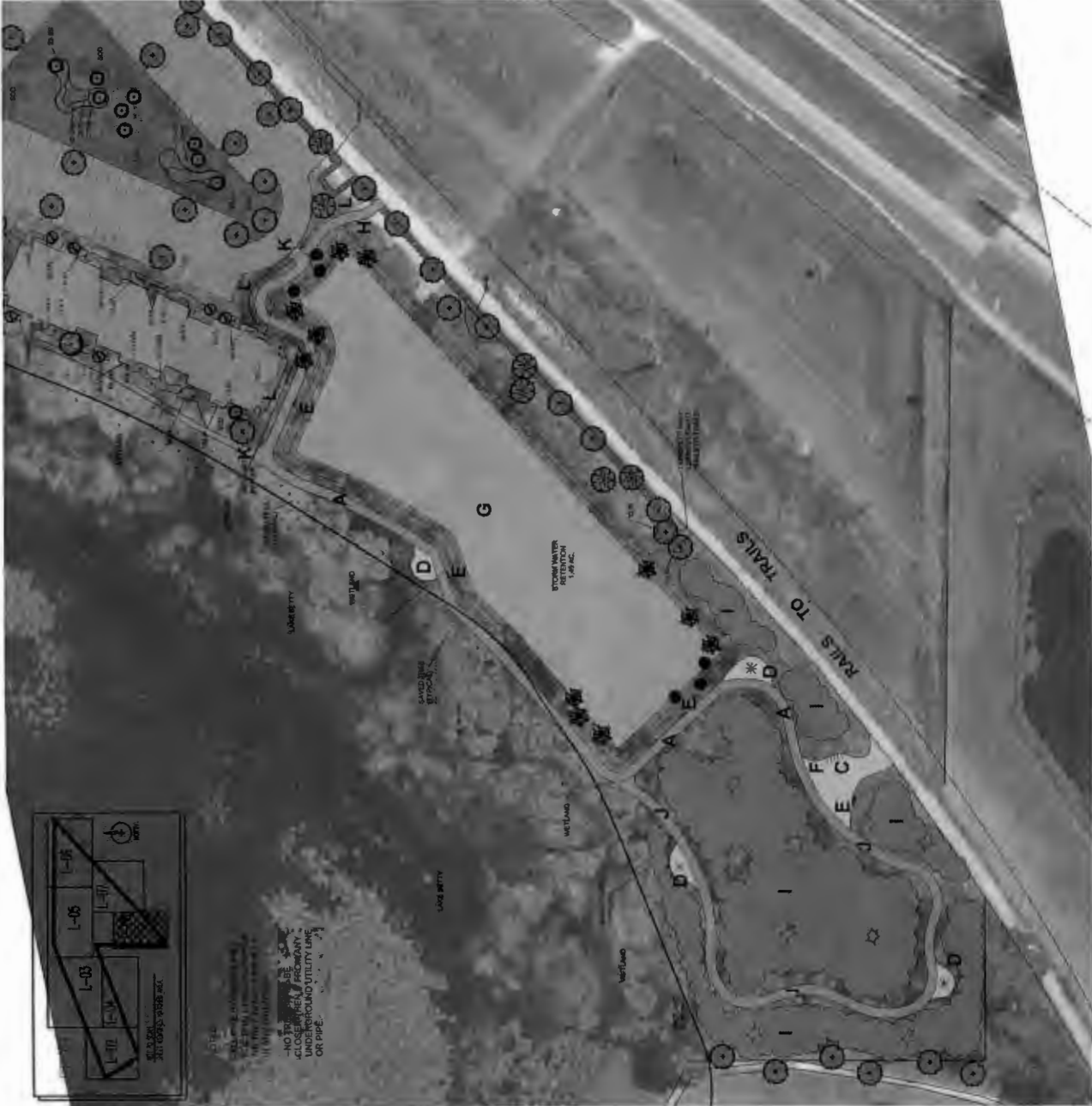
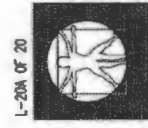
**AMERICAN  
 SURVEYING  
 & MAPPING INC.**  
 CERTIFICATION OF AUTHORIZATION NUMBER LB#6393  
 3191 MAGUIRE BOULEVARD, SUITE 200  
 ORLANDO, FLORIDA 32803  
 (407) 426-7979  
 WWW.AMERICANSURVEYINGANDMAPPING.COM



**D&G & COMPANY**  
 Landscape Architecture Analysis Planning  
 605 NORTH WICH AVE SUITE 2000  
 ORLANDO, FLORIDA 32803  
 TELEPHONE (407) 884-1217  
 FAX (407) 884-1217

**POLO GLEN**  
 AT LAKE BETTY  
 ORANGE COUNTY, FLORIDA  
 EXHIBIT "C" PARK PROPERTY

DESIGNED BY: RJD  
 DRAWN BY: RJD  
 CHECKED BY: RJD  
 DATE: 08-12-20



- A. Trail / jogging path: 8' concrete
  - B. Railhead area: concrete area (±1100 sq.ft.) for bikes, trail users and residents
  - C. Bike rack: (5 bikes)
  - D. Exercise Equipment / Station: to be selected post approval
  - E. Benches: 4 metal
  - F. Trash Receptacle: per OC park standards
  - G. Pond Improvements (see civil dwg.)
  - H. 8' Connector to rails to trail
  - I. Existing vegetation protected and retained
  - J. Crushed triple washed crushed shell 8' wide jogging trail
  - K. Resident gate
  - L. Fence
- Park area = 3.9 acres

EXHIBIT "C"

RF