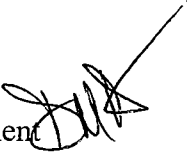




**Interoffice Memorandum**

June 11, 2019

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

FROM: Diana M. Almodovar, P.E., Interim Director, Public Works Department 

**CONTACT PERSON: Diana M. Almodovar, P.E., Interim Director  
Public Works Department**

**PHONE NUMBER: (407) 836-7974**

**SUBJ: Agreement by and between Orange County, and Sweetwater West  
Homeowners' Association Inc., for Traffic Law Enforcement on Private  
Roads – Sunset Preserve**

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the County. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

Pulte Home Company, LLC has requested such an agreement for the private roads located within the gated community of Sunset Preserve. The Sheriff's Office has been involved with the negotiation of the contract and has executed a waiver that will allow this agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is neither a development-related nor a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

This Agreement has been reviewed by the County Attorney's Office and has been found acceptable.

**Action Requested: Approval and execution of Agreement for Traffic Law Enforcement  
on Private Roads by and between Orange County, Florida and Pulte  
Home Company, LLC. District 5**

DMA/mk

BCC Mtg. Date: July 2, 2019

## **AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for Traffic Law Enforcement on Private Roads (“Agreement”) located within the gated community of **SUNSET PRESERVE** is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter “County”), and **PULTE HOME COMPANY, LLC** (hereinafter “Owner”) a Michigan limited liability company.

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **SUNSET PRESERVE** (hereinafter “Private Roads”), more specifically described in **Exhibit “A”**, attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Florida law, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

**WHEREAS**, Section 316.006(3)(b), Florida Statutes, provides that a county may exercise jurisdiction over any private road or roads if the county and the party owning such roads enter into a written agreement, approved by the governing board of the county, providing the county with traffic control jurisdiction; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, further provides that prior to entering into an agreement for the enforcement of traffic laws over Private Roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner; and

**WHEREAS**, pursuant to consultations between the Parties and the Orange County Sheriff’s Office (hereinafter “Sheriff”), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates an off-duty employment program; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement for the enforcement of traffic laws over Private Roads shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit “B”** attached hereto and incorporated by reference.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, Florida Statutes, concerning obstruction of streets, as additionally regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, and subject to the terms and conditions specified in **Exhibit "C"** attached hereto and incorporated by this reference.

3. **Signage.** The Owner shall establish the speed limit for the Private Roads and shall be solely responsible for posting the speed limit by appropriate Department of Transportation ("DOT") approved signage along said roads.

4. **Authority in Addition to Existing Authority.** The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority.

5. **Compensation.** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate as otherwise determined by the Sheriff.

6. **County to Retain Revenues.** All revenue from any fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads in accordance with this Agreement shall be apportioned in the manner set forth in applicable Florida Statutes.

7. **Liability not Increased.** Neither the existence of this Agreement, nor anything contained herein, shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. **Indemnification.** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair, construction and/or reconstruction of any roads, road drainage or signage located within the gated community of **SUNSET PRESERVE**. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall (a) name the County and the Orange County Sheriff's Office as an additional insureds and (b) be issued by

a company authorized to do business under the laws of the State of Florida and shall be acceptable to the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Road Maintenance.** Neither the existence of this Agreement, nor anything contained herein, shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **SUNSET PRESERVE** shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution by the last of the two Parties signing hereto, and shall thereafter automatically continue for successive one (1) year terms unless otherwise terminated by any party by thirty (30) days written notice to the other Parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the Parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the Orange County Board of County Commissioners.

12. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

**As to County:** Orange County Administrator  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**Copy to:** Orange County Attorney's Office  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, Florida 32801

**As to Sheriff:** Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, Florida 32802-1440

**As to Owner:** **Pulte Home Company, LLC a  
Michigan limited liability company  
4901 Vineland Road, Suite 500  
Orlando, FL 32811**

13. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

14. **Assignment.** It is acknowledged and understood that Owner anticipates assigning ownership of the Private Roads, as more specifically described in **Exhibit "A"** herein, to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify the Orange County Sheriff's Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

***[SIGNATURES ON FOLLOWING PAGES]***

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **SUNSET PRESERVE** on the dates indicated below.



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

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

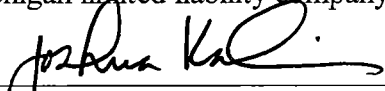
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopera*  
for Deputy Clerk

Date: JUL 02 2019

*[Remaining Signatures on Following Page]*

PULTE HOME COMPANY, LLC,  
a Michigan limited liability company

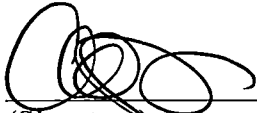
BY: 

NAME: JOSH KALIN

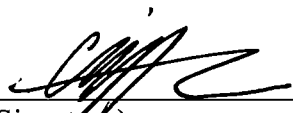
TITLE: LAND DEVELOPMENT MANAGER

DATE: 4/18/19

WITNESS:

  
(Signature)

Amy Steiger  
(Print Name)

  
(Signature)

CLIFF TORRES  
(Print Name)

# Exhibit "A"

## PHASE 1

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 01°14'41" WEST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 448.51 FEET; THENCE NORTH 28°21'13" WEST, A DISTANCE OF 107.93 FEET; THENCE NORTH 61°28'57" WEST, A DISTANCE OF 68.08 FEET; THENCE NORTH 77°24'34" WEST, A DISTANCE OF 116.77 FEET; THENCE NORTH 72°29'52" WEST, A DISTANCE OF 138.87 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 6.45 FEET; THENCE NORTH 00°39'36" WEST, A DISTANCE OF 182.02 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 00°40'20" EAST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 218.02 FEET; THENCE SOUTH 00°39'16" EAST, A DISTANCE OF 104.66 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 652.62 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 2.73 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 11.13 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 606.01 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 6 COURSES, SOUTH 42°32'24" EAST, A DISTANCE OF 116.05 FEET; THENCE SOUTH 25°50'45" EAST, A DISTANCE OF 108.50 FEET; THENCE SOUTH 03°59'13" EAST, A DISTANCE OF 79.26 FEET; THENCE SOUTH 12°30'02" EAST, A DISTANCE OF 281.01 FEET; THENCE SOUTH 00°33'48" EAST, A DISTANCE OF 126.95 FEET; THENCE SOUTH 18°54'08" WEST, A DISTANCE OF 61.80 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 399.31 FEET; THENCE SOUTH 72°52'32" EAST, A DISTANCE OF 524.29 FEET; THENCE SOUTH 19°22'49" WEST, A DISTANCE OF 18.21 FEET; THENCE SOUTH 19°13'18" WEST, A DISTANCE OF 26.88 FEET; THENCE SOUTH 04°19'23" EAST, A DISTANCE OF 29.92 FEET; THENCE SOUTH 57°14'26" EAST, A DISTANCE OF 8.81 FEET; THENCE SOUTH 73°11'00" EAST, A DISTANCE OF 112.78 FEET; THENCE SOUTH 66°08'45" EAST, A DISTANCE OF 31.77 FEET; THENCE SOUTH 51°15'08" EAST, A DISTANCE OF 124.15 FEET; SOUTH 30°14'08" EAST, A DISTANCE OF 144.43 FEET; THENCE SOUTH 07°11'10" WEST, A DISTANCE OF 68.67 FEET; THENCE SOUTH 37°03'10" EAST, A DISTANCE OF 163.99 FEET; THENCE SOUTH 02°44'44" WEST, A DISTANCE OF 11.91 FEET; THENCE SOUTH 21°21'13" EAST, A DISTANCE OF 64.42 FEET; THENCE SOUTH 46°35'45" EAST, A DISTANCE OF 80.88 FEET; THENCE SOUTH 29°15'12" EAST, A DISTANCE OF 115.61 FEET; THENCE SOUTH 10°02'29" EAST, A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE PICKETT ROAD; THENCE NORTH 85°06'55" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 559.58 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 10; THENCE NORTH 00°44'39" WEST, ALONG SAID EAST LINE A DISTANCE OF 956.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.055 ACRES MORE OR LESS.

TOGETHER WITH



PHASE 2

A PORTION OF THE EAST HALF OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 03°09'22" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1768.54 FEET TO THE CENTERLINE OF A CANAL; THENCE SOUTH 76°43'50" WEST, A DISTANCE OF 887.85 FEET ALONG SAID CENTERLINE; THENCE SOUTH 06°02'11" EAST, A DISTANCE OF 7.70 FEET; THENCE SOUTH 33°54'15" EAST, A DISTANCE OF 24.58 FEET; THENCE SOUTH 29°19'23" EAST, A DISTANCE OF 33.43 FEET; THENCE SOUTH 03°29'16" EAST, A DISTANCE OF 138.32 FEET; THENCE SOUTH 06°49'52" EAST, A DISTANCE OF 196.57 FEET; THENCE SOUTH 06°06'54" EAST, A DISTANCE OF 176.14 FEET; THENCE SOUTH 20°12'29" EAST, A DISTANCE OF 106.96 FEET; THENCE SOUTH 19°58'44" WEST, A DISTANCE OF 65.09 FEET; THENCE SOUTH 44°03'48" WEST, A DISTANCE OF 193.18 FEET; THENCE SOUTH 56°15'27" WEST A DISTANCE OF 120.51 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 698.23 FEET, A CENTRAL ANGLE OF 22°14'57" AND A CHORD DISTANCE OF 269.44 FEET WHICH BEARS SOUTH 79°07'01" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 271.14 FEET; THENCE SOUTH 00°39'16" EAST, A DISTANCE OF 218.03 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 01°15'00" AND A CHORD DISTANCE OF 21.81 FEET WHICH BEARS NORTH 89°58'14" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.81 FEET; THENCE NORTH 89°20'44" EAST, A DISTANCE OF 38.96 FEET; THENCE SOUTH 00°46'18" EAST, A DISTANCE OF 74.74 FEET; THENCE SOUTH 01°14'41" EAST, A DISTANCE OF 193.27 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 41.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1268.00 FEET, A CENTRAL ANGLE OF 19°23'12" AND A CHORD DISTANCE OF 427.00 FEET WHICH BEARS NORTH 80°57'40" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 429.04 FEET; THENCE NORTH 77°23'26" WEST, A DISTANCE OF 151.24 FEET; THENCE SOUTH 00°00'47" EAST, A DISTANCE OF 95.05 FEET; THENCE SOUTH 09°31'05" EAST, A DISTANCE OF 202.04 FEET; THENCE SOUTH 01°46'13" EAST, A DISTANCE OF 219.93 FEET; THENCE SOUTH 01°49'23" EAST, A DISTANCE OF 203.98 FEET; THENCE SOUTH 39°41'52" EAST, A DISTANCE OF 48.01 FEET; THENCE SOUTH 00°52'26" WEST, A DISTANCE OF 184.05 FEET; THENCE SOUTH 10°41'33" EAST, A DISTANCE OF 121.44 FEET; THENCE SOUTH 01°45'11" EAST, A DISTANCE OF 56.92 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 6.22 FEET; THENCE SOUTH 01°46'19" EAST, A DISTANCE OF 434.42 FEET; THENCE NORTH 89°20'44" EAST, A DISTANCE OF 1300.43 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE NORTH 01°14'41" WEST ALONG SAID EAST LINE, A DISTANCE OF 1342.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 74.560 ACRES MORE OR LESS.

TOGETHER WITH

### PHASE 3

A PORTION OF THE EAST HALF OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 03°09'22" WEST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1768.54 FEET TO THE PROJECTED CENTERLINE OF A CANAL; THENCE SOUTH 76°43'50" WEST ALONG SAID CENTERLINE, A DISTANCE OF 887.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 06°02'11" EAST, A DISTANCE OF 7.70 FEET; THENCE SOUTH 33°54'15" EAST, A DISTANCE OF 24.58 FEET; THENCE SOUTH 29°19'23" EAST, A DISTANCE OF 33.43 FEET; THENCE SOUTH 03°29'16" EAST, A DISTANCE OF 138.32 FEET; THENCE SOUTH 06°49'52" EAST, A DISTANCE OF 196.57 FEET; THENCE SOUTH 06°06'54" EAST, A DISTANCE OF 176.14 FEET; THENCE SOUTH 20°12'29" EAST, A DISTANCE OF 106.96 FEET; THENCE SOUTH 19°58'44" WEST, A DISTANCE OF 65.09 FEET; THENCE SOUTH 44°03'48" WEST, A DISTANCE OF 193.18 FEET; THENCE SOUTH 56°15'27" WEST A DISTANCE OF 120.51 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 698.23 FEET, A CENTRAL ANGLE OF 22°14'57" AND A CHORD DISTANCE OF 269.44 FEET WHICH BEARS SOUTH 79°07'01" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 271.14 FEET; THENCE SOUTH 00°39'16" EAST, A DISTANCE OF 218.03 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 01°15'00" AND A CHORD DISTANCE OF 21.81 FEET WHICH BEARS NORTH 89°58'14" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.81 FEET; THENCE NORTH 89°20'44" EAST, A DISTANCE OF 38.96 FEET; THENCE SOUTH 00°46'18" EAST, A DISTANCE OF 74.74 FEET; THENCE SOUTH 01°14'41" EAST, A DISTANCE OF 193.27 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 41.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1268.00 FEET, A CENTRAL ANGLE OF 19°23'12" AND A CHORD DISTANCE OF 427.00 FEET WHICH BEARS NORTH 80°57'40" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 429.04 FEET; THENCE NORTH 77°23'26" WEST, A DISTANCE OF 151.24 FEET; THENCE SOUTH 00°00'47" EAST, A DISTANCE OF 95.05 FEET; THENCE SOUTH 09°31'05" EAST, A DISTANCE OF 202.04 FEET; THENCE SOUTH 01°46'13" EAST, A DISTANCE OF 219.93 FEET; THENCE NORTH 88°24'48" WEST, A DISTANCE OF 216.82 FEET; THENCE SOUTH 73°33'38" WEST, A DISTANCE OF 373.20 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 24 COURSES NORTH 06°03'14" WEST, A DISTANCE OF 58.67 FEET; THENCE NORTH 26°14'42" WEST, A DISTANCE OF 100.10 FEET; THENCE NORTH 19°26'55" WEST, A DISTANCE OF 187.51 FEET; THENCE NORTH 17°14'43" WEST, A DISTANCE OF 130.25 FEET; THENCE NORTH 29°05'55" WEST, A DISTANCE OF 58.90 FEET; THENCE NORTH 12°17'31" WEST, A DISTANCE OF 32.29 FEET; THENCE NORTH 05°24'19" WEST, A DISTANCE OF 84.42 FEET; THENCE NORTH 24°07'51" WEST, A DISTANCE OF 38.09 FEET; THENCE NORTH 07°32'28" WEST, A DISTANCE OF 45.35 FEET; THENCE NORTH 38°50'49" WEST, A DISTANCE OF 96.55 FEET; THENCE NORTH 58°45'54" WEST, A DISTANCE OF 149.17 FEET; THENCE SOUTH 84°18'28" WEST, A DISTANCE OF 101.26 FEET; THENCE SOUTH 60°59'53" WEST, A DISTANCE OF 189.78 FEET; THENCE NORTH 87°13'01" WEST, A DISTANCE OF 224.40 FEET; THENCE NORTH 66°46'13" WEST, A DISTANCE OF 196.45 FEET; THENCE NORTH 51°33'03" WEST, A DISTANCE OF 112.93 FEET; THENCE NORTH 05°03'31" WEST, A DISTANCE OF 137.34 FEET; THENCE NORTH 27°23'48" EAST, A DISTANCE OF 125.95 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 83.35 FEET; THENCE NORTH 19°06'23" WEST, A DISTANCE OF 42.08 FEET; THENCE NORTH 50°40'29" WEST, A DISTANCE OF 109.80 FEET; THENCE NORTH 63°46'25" WEST, A DISTANCE OF 60.56 FEET; THENCE NORTH 38°30'09" WEST, A DISTANCE OF 62.13 FEET; THENCE NORTH 21°53'47" WEST, A DISTANCE OF 27.93 FEET TO THE CENTERLINE OF A CANAL; THENCE NORTH 76°43'50" EAST ALONG SAID CENTERLINE, A DISTANCE OF 2333.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 62.248 ACRES MORE OR LESS.

TOGETHER WITH

PHASE 4

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 00°33'38" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 67.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°33'38" WEST, A DISTANCE OF 2052.66 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 5 COURSES NORTH 46°41'02" EAST, A DISTANCE OF 55.60 FEET; THENCE NORTH 54°29'10" EAST, A DISTANCE OF 244.47 FEET; THENCE NORTH 79°21'38" EAST, A DISTANCE OF 11.42 FEET; THENCE NORTH 59°01'38" EAST, A DISTANCE OF 449.07 FEET; THENCE NORTH 18°54'08" EAST, A DISTANCE OF 70.18 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 399.31 FEET; THENCE SOUTH 72°52'32" EAST, A DISTANCE OF 524.29 FEET; THENCE SOUTH 19°22'49" WEST, A DISTANCE OF 18.21 FEET; THENCE SOUTH 19°13'18" WEST, A DISTANCE OF 26.88 FEET; THENCE SOUTH 04°19'23" EAST, A DISTANCE OF 29.92 FEET; THENCE SOUTH 57°14'26" EAST, A DISTANCE OF 8.81 FEET; THENCE SOUTH 73°11'00" EAST, A DISTANCE OF 112.78 FEET; THENCE SOUTH 66°08'45" EAST, A DISTANCE OF 31.77 FEET; THENCE SOUTH 51°15'08" EAST, A DISTANCE OF 124.15 FEET; THENCE SOUTH 30°14'08" EAST, A DISTANCE OF 144.43 FEET; THENCE SOUTH 07°11'10" WEST, A DISTANCE OF 68.67 FEET; THENCE SOUTH 37°03'10" EAST, A DISTANCE OF 163.99 FEET; THENCE SOUTH 02°44'44" WEST, A DISTANCE OF 11.91 FEET; THENCE SOUTH 21°21'13" EAST, A DISTANCE OF 64.42 FEET; THENCE SOUTH 46°35'45" EAST, A DISTANCE OF 80.88 FEET; THENCE SOUTH 29°15'12" EAST, A DISTANCE OF 115.61 FEET; THENCE SOUTH 10°02'29" EAST, A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE PICKETT ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 85°06'55" WEST, A DISTANCE OF 732.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 985.36 FEET, A CENTRAL ANGLE OF 72°45'00" AND A CHORD DISTANCE OF 1182.57 FEET WHICH BEARS SOUTH 48°14'48" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1268.34 FEET; THENCE SOUTH 11°22'18" WEST, A DISTANCE OF 479.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 378.66 FEET, A CENTRAL ANGLE OF 02°30'03" AND A CHORD DISTANCE OF 16.53 FEET WHICH BEARS SOUTH 12°38'19" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND AFORESAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 16.53 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 661.00 FEET, A CENTRAL ANGLE OF 39°10'14" AND A CHORD DISTANCE OF 443.15 FEET, WHICH BEARS SOUTH 55°35'58" WEST; THENCE DEPARTING AFORESAID CURRENT NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE A DISTANCE OF 451.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.012 ACRES MORE OR LESS.

TOGETHER WITH

PHASE 5A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 01°14'41" WEST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 448.51 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28°21'13" WEST, A DISTANCE OF 107.93 FEET; THENCE NORTH 61°28'57" WEST, A DISTANCE OF 68.08 FEET; THENCE NORTH 77°24'34" WEST, A DISTANCE OF 116.77 FEET; THENCE NORTH 72°29'53" WEST, A DISTANCE OF 138.87 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 6.45 FEET; THENCE NORTH 00°39'36" WEST, A DISTANCE OF 182.02 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 00°40'20" EAST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 218.02 FEET; THENCE SOUTH 00°39'16" EAST, A DISTANCE OF 104.66 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 652.62 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 2.73 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 220.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 11.13 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 641.45 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 3 COURSES, THENCE NORTH 08°35'37" EAST, A DISTANCE OF 7.28 FEET; THENCE NORTH 23°07'00" EAST, A DISTANCE OF 387.09 FEET; THENCE NORTH 14°48'01" EAST, A DISTANCE OF 142.25 FEET; THENCE DEPARTING THE WATERS OF LAKE PICKETT, NORTH 89°46'38" EAST, A DISTANCE OF 502.05 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 41.12 FEET; THENCE NORTH 89°20'44" EAST, A DISTANCE OF 1520.44 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 3; THENCE SOUTH 01°14'41" EAST ALONG SAID EAST LINE, A DISTANCE OF 894.70 FEET TO THE POINT OF BEGINNING. CONTAINING 30.444 ACRES MORE OR LESS.

TOGETHER WITH

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 01°14'41" WEST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1762.67 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1298.45 TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 90°00'00" WEST, A DISTANCE OF 634.00 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 4 COURSES, NORTH 10°05'57" EAST, A DISTANCE OF 83.88 FEET; THENCE NORTH 00°02'10" EAST, A DISTANCE OF 188.73 FEET; THENCE NORTH 02°29'26" WEST, A DISTANCE OF 164.57 FEET; THENCE NORTH 06°03'14" WEST, A DISTANCE OF 66.12 FEET; THENCE DEPARTING THE WATERS OF LAKE PICKETT, NORTH 73°33'38" EAST, A DISTANCE OF 373.20 FEET; THENCE SOUTH 88°24'48" EAST, A DISTANCE OF 216.82 FEET; THENCE SOUTH 01°49'23" EAST, A DISTANCE OF 203.98 FEET; THENCE SOUTH 39°41'53" EAST, A DISTANCE OF 48.01 FEET; THENCE SOUTH 00°52'26" WEST, A DISTANCE OF 184.05 FEET; THENCE SOUTH 10°41'33" EAST, A DISTANCE OF 121.44 FEET; THENCE SOUTH 01°45'11" EAST, A DISTANCE OF 56.92 FEET TO THE POINT OF BEGINNING. CONTAINING 7.827 ACRES MORE OR LESS.

CONTAINING A COMBINED 38.271 ACRES MORE OR LESS IN PHASE 5A

TOGETHER WITH

PHASE 5B (PROPOSED LOTS 227 AND 228)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 89°53'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1599.52 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 563.27 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 556.01 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 4 COURSES, NORTH 42°32'24" WEST, A DISTANCE OF 147.04 FEET; THENCE NORTH 04°55'21" EAST, A DISTANCE OF 39.83 FEET; THENCE NORTH 26°43'46" EAST, A DISTANCE OF 8.75 FEET; THENCE NORTH 08°35'37" EAST, A DISTANCE OF 44.33 FEET; THENCE DEPARTING SAID LAKE PICKETT NORTH 89°46'38" EAST, A DISTANCE OF 641.45 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 125,104 SQUARE FEET OR 2.872 ACRES MORE OR LESS.

AND

PHASE 6

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 32 EAST; THENCE NORTH 89°53'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 1329.52 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1325.40 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°20'44" WEST, A DISTANCE OF 220.01 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 41.12 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 502.05 FEET MORE OR LESS TO THE WATERS OF LAKE PICKETT; THENCE ALONG THE WATERS OF LAKE PICKETT THE FOLLOWING 2 COURSES, NORTH 14°48'01" EAST, A DISTANCE OF 120.35 FEET; THENCE NORTH 10°05'57" EAST, A DISTANCE OF 285.62 FEET; THENCE DEPARTING SAID LAKE PICKETT, NORTH 90°00'00" EAST, A DISTANCE OF 627.78 FEET; THENCE SOUTH 01°46'19" EAST, A DISTANCE OF 434.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.302 ACRES MORE OR LESS.

CONTAINING A COMBINED 292.320 ACRES MORE OR LESS IN PHASES 1, 2, 3, 4, 5A, 5B and 6

Agreement for Traffic Law Enforcement on Private Roads for Sunset Preserve

EXHIBIT "B"

*Sheriff John W. Mina*



**ORANGE COUNTY SHERIFF'S OFFICE**

**INTEROFFICE MEMORANDUM**

Date March 5, 2019

TO: Mayor Jerry L. Demings  
Board of County Commissioners

FROM: Sheriff John W. Mina

SUBJECT: Sunset Preserve Phase I Gated Community

I understand Orange County will enter into an agreement with the Sunset Preserve Homeowners Association, Inc., for the Sunset Preserve Phase I gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow the Sunset Preserve Homeowners Association to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1<sup>st</sup>, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be informed I hereby waive the October 1<sup>st</sup> requirement.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

  
J.W.M.

JWM/km

c: Off-Duty Services  
Dorothy Burk, Sr. Assistant General Counsel

**Agreement for Traffic Law Enforcement on Private Roads for Sunset Preserve**

**EXHIBIT "C"**

Owner shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

Residents of **SUNSET PRESERVE** wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owner. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owner for further action.