



Interoffice Memorandum

March 26, 2020

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

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

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

PHONE NUMBER: (407) 836-7972

SUBJ: **Declaration of Restrictive Covenant by and between Orange County and the State of Florida, Department of Environmental Protection and Agreement between Orange County and the City of Orlando relating to Lake George Park**

Orange County has an interest in road right-of-way known as Dixie Belle Drive. The City of Orlando (City) operates and maintains Dixie Belle Drive from Pershing Avenue to Gatlin Avenue. Arsenic-impacted soil has been identified under a portion of that segment of Dixie Belle Drive (Property). The City has asked the County to place a restrictive covenant over the Property (Declaration) in order to (1) reduce or eliminate risk to the environment caused by the contaminants, (2) reduce or eliminate risk to users and occupants of the Property caused by the contaminants, and (3) reduce or eliminate the risk of contaminants migrating from the Property.

The City has executed an Agreement between the City and Orange County relating to Lake George Park (Indemnity Agreement), wherein the City agrees to indemnify the County and hold it harmless from any liability arising from the contaminants and complete any additional site rehabilitation required by the Florida Department of Environmental Protection.

The Declaration and Indemnity Agreement have been approved by the County Attorney's Office and Risk Management Division.

**Action Requested: Approval and execution of (1) Declaration of Restrictive Covenant by and between Orange County and the State of Florida, Department of Environmental Protection and (2) Agreement between the City of Orlando and Orange County relating to Lake George Park. District 3.**

DMA/jo

Attachments

BCC Mtg. Date: April 7, 2020

This instrument prepared by:  
Georgiana Holmes  
Assistant County Attorney  
201 S. Rosalind Avenue, 3<sup>rd</sup> Floor  
Orlando, FL 32801

### **DECLARATION OF RESTRICTIVE COVENANT**

**THIS DECLARATION OF RESTRICTIVE COVENANT** (hereinafter referred to as the “Declaration”) is made in the City of Orlando, State of Florida, and entered into by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter the “County” or “Grantor”), having its principal place of business at 201 S. Rosalind Avenue, Orlando, Florida 32801, and the **STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION**, an executive department of the State of Florida, and having its principal place of business at 3900 Commonwealth Blvd., Tallahassee, Florida 32399 (hereinafter “FDEP,” “Department,” or “Grantee”). Wherever used in this Declaration, the terms “Grantor” and “Grantee” include any and all successors and assigns of those entities.

### **WITNESSETH**

**WHEREAS**, Grantor is the owner of road right-of-way situated predominantly within the City limits of Orlando with a portion lying within unincorporated Orange County, known as Dixie Belle Drive (“CR 1770”) from Pershing Avenue to Gatlin Avenue as more particularly described in **Exhibit “A”** attached hereto and by this reference incorporated herein; and

**WHEREAS**, as of the date of this Declaration, the Property (hereinafter defined) is a road right-of-way operated and maintained by the City of Orlando (hereinafter the “City”) pursuant to an agreement entitled “Intergovernmental Agreement Between Orange County and the City of Orlando Regarding the Operation and Maintenance of Certain Portions of Paramore Avenue, Princeton Street, South Street, Dixie Belle Drive and Pershing Avenue Lying Within the City’s Boundaries” approved by the County on September 21, 1987 and the City on October 12, 1987 (“1987 Operation and Maintenance Agreement”) (a copy of the 1987 Operation and Maintenance Agreement can be obtained from the Grantor’s Public Works Department or from the City’s Public Works Department); and

**WHEREAS**, the City is the owner of property abutting the right-of-way described above (“Source Property”); and

**WHEREAS**, according to an April 2003 Remedial Action Plan prepared on behalf of the City, a cattle dip vat (“CDV”) was built on the Source Property in the late 1920s and was used to dip cattle in a chemical compound containing arsenic until approximately 1940; and

**WHEREAS**, sediment and groundwater sampling conducted on behalf of the City indicated an arsenic-impacted groundwater plume originating on the Source Property and arsenic-impacted soil identified east of the former CDV structure under the edge of the asphalt pavement associated with a portion of the Grantor’s right-of-way described in Exhibit “A” (“Property”); and

**WHEREAS**, the FDEP Facility Identification Number for the Source Property and the Property as of the date of this Declaration is COM-149179; and

**WHEREAS**, an FDEP comment letter dated February 24, 2014, stated that based on the results of the previous site assessment activities performed by the engineering consulting firm AECOM on behalf of the City, and the 2013 groundwater sampling event performed by the City personnel, the “site assessment is complete”; and

**WHEREAS**, the letter and site assessment report noted above set forth the nature and extent of the contamination described herein that is located on the Property, and confirm that contaminated soil as defined in Chapter 62-780, Florida Administrative Code (“F.A.C.”), exists on the Property; and

**WHEREAS**, the intent and purpose of the restrictions in this Declaration is to (1) reduce or eliminate risk to the environment caused by the contaminants, (2) reduce or eliminate risk to users and occupants of the Property caused by the contaminants, and (3) reduce or eliminate the risk of contaminants migrating from the Source Property or the Property; and

**WHEREAS**, the City requested that the County place a restrictive covenant over the Property in order for the FDEP to issue a Site Rehabilitation Completion Order with Conditions (“Order”) upon Grantor’s recording of this Declaration and the City recording a separate declaration of restrictive covenant over portions of the Source Property where residual groundwater contamination exists (the “City’s Declaration”). Upon issuance, a copy of the aforementioned Order may be obtained from the FDEP Central District Office or the City’s Public Works Department; and

**WHEREAS**, Grantor asserts that Grantor and the City agreed that as an inducement and sole consideration for Grantor placing a restrictive covenant over its interest in the Property, the City would enter into an agreement whereby the City indemnifies and holds harmless the County from any claims, suits, actions, charges, judgments, awards, or penalties that may arise directly or indirectly from the County placing a restrictive covenant over its interest in the Property or from the underlying soil contamination within the right-of-way. A copy of the indemnity and hold harmless agreement between the Grantor and the City may be obtained from the Grantor's Public Works Department or the City's Public Works Department; and

**WHEREAS**, Grantee has agreed to issue the Order upon the recording of this Declaration, the City's Declaration, and upon the recording of both the declarations to be executed individually by the City and Grantor as described above. Grantee may unilaterally revoke the Order if the conditions contained in this Declaration, the City's Declaration, or in the Order are not complied with. Additionally, if concentrations of contaminants of concern increase above levels approved in the Order, or if a subsequent discharge occurs at the Property, FDEP may require site rehabilitation to levels allowed by the applicable FDEP rules; and

**WHEREAS**, Grantor wishes to place a restrictive covenant as described herein on its interest in the Property; and

**WHEREAS**, Grantor deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

**NOW, THEREFORE**, to induce the Grantee to issue the Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, Grantor hereby declares as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Declaration.
2. Grantor hereby imposes on its interest in the Property the following restrictions and requirements:
  - a. The Property shall be permanently covered with and maintained with a minimum of two feet of clean uncontaminated soil that prevents human exposure or a hard surface (asphalt or concrete) cap (hereinafter referred to as "the Engineering Control for the Property"). The Engineering Control Maintenance Plan ("ECMP") relating to FDEP Facility No. 149179 dated January 20, 2017 specifies the frequency of inspections and monitoring for the

Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department, and as any amendment of the ECMP relates to the Property, prior written consent of the Grantor in addition to the consent of the Department. The ECMP, as amended, relating to FDEP Facility No. 149179, can be found by contacting the appropriate FDEP district office or Tallahassee program area; and

- b. Excavation and construction deeper than two feet below land surface or beneath the impermeable material is not prohibited on the Property provided any contaminated soils that are excavated are handled and/or properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.
- c. Nothing in this Declaration shall prevent, limit, or restrict any excavation or construction at or below the surface outside the boundary of the Property.

3. For the purpose of monitoring the restrictions contained in this Declaration, Grantee or its respective successors and assigns are hereby granted a right of entry upon and shall have access to the Property at reasonable times and upon reasonable notice to Grantor and its successors and assigns.

4. It is the intention of Grantor that the restrictions contained in this Declaration touch and concern the Property, run with the land and with Grantor's interest in the title to the Property, and apply to and be binding upon and inure to the benefit of the Grantor and Grantee and their successors and assigns, and to any and all parties hereinafter having any right, title, or interest in the Property or any part thereof. Grantee, its successors and assigns, may enforce the terms and conditions of this Declaration by injunctive relief. Any forbearance on behalf of Grantee in exercising its rights in the event of the failure of Grantor, their successors and assigns, to comply with the provisions of this Declaration shall not be deemed or construed as a waiver of Grantee's rights hereunder. This Declaration shall continue in perpetuity unless otherwise modified in writing by Grantor, their successors and assigns, and Grantee, its successors and assigns, as provided in Paragraph 6 hereof. The restrictions and obligations contained in this Declaration may also be enforced in a court of proper jurisdiction by any other person, firm, corporation, or government agency that is substantially benefited by this Declaration. If the Grantor does not or will not be able to comply with any or all of the provisions of this

Declaration, the Grantor shall notify the Grantee in writing within three calendar days. Additionally, Grantor shall notify Grantee 30 days prior to any conveyance or sale, granting or transferring its interest in the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in the Property.

5. In order to ensure the perpetual nature of the restrictions in this Declaration, Grantor, their successors and assigns, shall reference the restrictions contained in this Declaration in any subsequent deed of conveyance, including the recording document number of this Declaration.

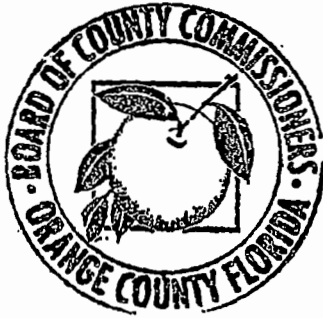
6. This Declaration is binding until a release or covenant is executed by Grantor and Grantee and is recorded in the official county land records. To receive prior approval from Grantee to remove restrictions contained in this Declaration, cleanup target levels established pursuant to Florida Statutes and state rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both Grantor and Grantee, or their respective successors and assigns, and must be recorded by Grantor in the official county land records.

7. If any provision of this Declaration is held to be invalid by any court of proper jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Declaration. All such other provisions shall continue unimpaired and in full force and effect.

8. Grantor covenants and represents that on the date of execution of this Declaration that Grantor is seized of the Property by way of untitled instruments recorded in Official Records Book 396, Page 586, and Book 397, Page 123, and Book 397, Page 129, of the Public Records of Orange County, Florida, and has good right to create, establish, and impose this restrictive covenant over its interest in and on the use of the Property. Grantor also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair Grantor's rights to impose the restrictive covenants described in this Declaration or that is superior to the restrictive covenant described in this Declaration. City is joining this Declaration by way of the Joinder and Consent attached hereto and by this reference incorporated herein.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor, Orange County, Florida, has caused these presents to be executed in its name by the Board of County Commissioners, acting by the County Mayor on the date set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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


Date: APR 07 2020

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

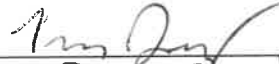
By: *Katie Smith*  
Deputy Clerk

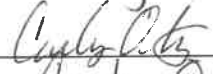
Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel \_\_\_\_\_

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 20<sup>th</sup> day of July, 2020.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
  
AARON WATKINS  
Director of District Management  
Department of Environmental Protection  
Central District  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Signed, sealed and delivered in the presence of:

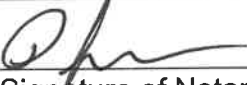
Witness:  Date: 7/20/2020  
Print Name: Tracy Jewsbury

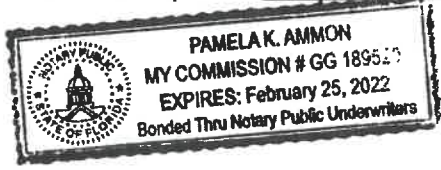
Witness:  Date: 7/20/2020  
Print Name: Carlos Ortiz

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 20<sup>th</sup> day of July, 2020, by AARON WATKINS as representative for the Florida Department of Environmental Protection.

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

  
Signature of Notary Public  
P. Ammon  
Print Name of Notary Public  
Commission No. GG 189520  
Commission Expires: 02/25/2022





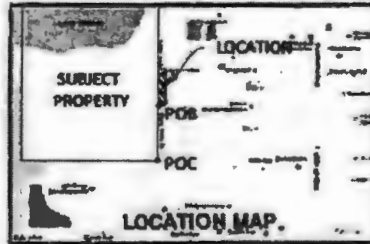
8 of 10

# TOPOGRAPHIC SURVEY

## RESTRICTED AREA DESCRIPTION:

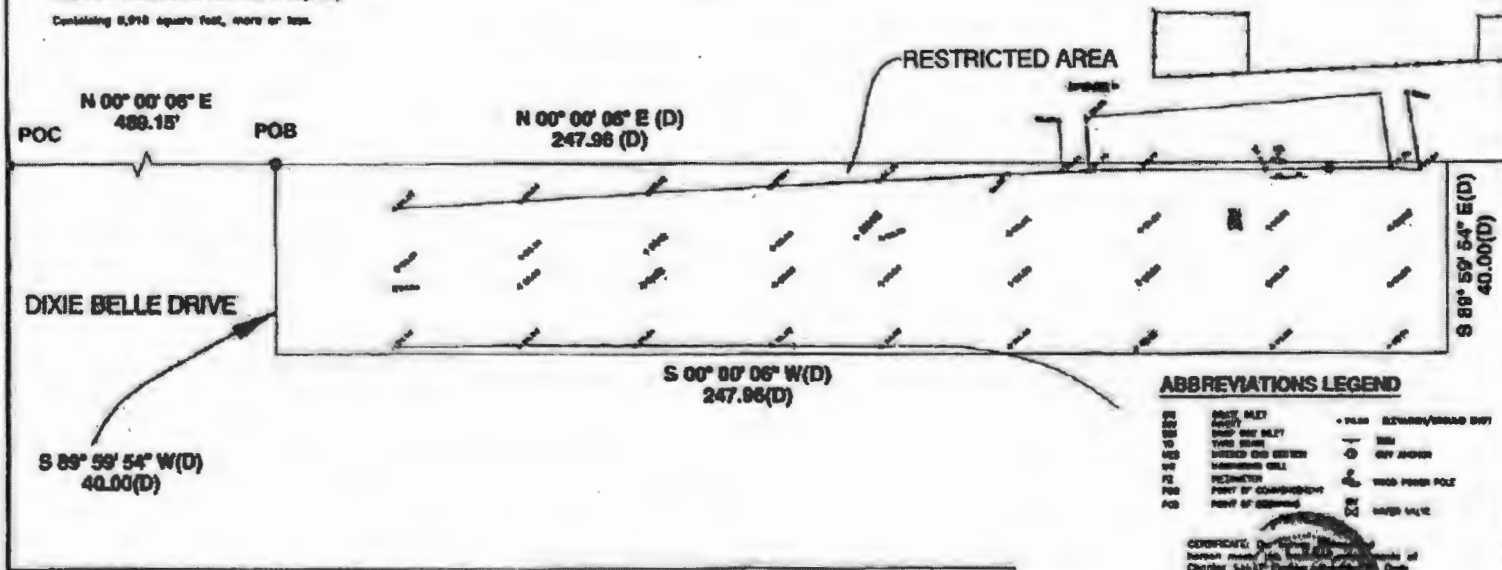
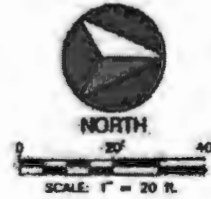
Commence at the Southwest corner of the subject property thence North 00° 00' 06" East along the East boundary line of subject property a distance 489.15 feet to a point on said East boundary and the Point of Beginning thence continue along said East boundary North 00° 00' 06" East a distance of 247.96 feet; thence South 89° 59' 54" East a distance of 40.00 feet; thence South 00° 00' 06" West a distance of 247.96 feet; thence South 00° 00' 06" West a distance of 40.00 feet to the Point of Beginning.

Containing 6,918 square feet, more or less.



## SURVEYOR'S NOTES:

- 1) Survey is not valid without the signature and original seal of the undersigned Surveyor & Mapper.
- 2) Coordinates and elevations are based on electronic data collector file 4-25-16 CATTLE CORP. DATE OF FIELDWORK 4-25-16.
- 3) The horizontal datum is based on the Florida State Plane Coordinate System Zone 5B2 (Florida West), US Survey Feet.
- 4) The vertical datum is based on Benchmark CG 94 1913-611, MARS 1989 and elevation = 12.507.



## ABBREVIATIONS LEGEND

BE	BENCH MARK	-	FLOR. SURVEYOR/MAPEX DIV.
BO	BORDER	-	SEE
BS	BUS STOP	-	SEE
CB	CATTLE CORP.	-	SEE
CD	CHURCH	-	SEE
CE	CORNER	-	SEE
CF	CORNER	-	SEE
CG	CORNER	-	SEE
CH	CHURCH	-	SEE
CI	CORNER	-	SEE
CL	CORNER	-	SEE
CM	CORNER	-	SEE
CP	CORNER	-	SEE
CQ	CORNER	-	SEE
CR	CORNER	-	SEE
CS	CORNER	-	SEE
CT	CORNER	-	SEE
CU	CORNER	-	SEE
CV	CORNER	-	SEE
CW	CORNER	-	SEE
CX	CORNER	-	SEE
CY	CORNER	-	SEE
CZ	CORNER	-	SEE
DA	CORNER	-	SEE
DB	CORNER	-	SEE
DC	CORNER	-	SEE
DD	CORNER	-	SEE
DE	CORNER	-	SEE
DF	CORNER	-	SEE
DG	CORNER	-	SEE
DH	CORNER	-	SEE
DI	CORNER	-	SEE
DJ	CORNER	-	SEE
DK	CORNER	-	SEE
DL	CORNER	-	SEE
DM	CORNER	-	SEE
DN	CORNER	-	SEE
DO	CORNER	-	SEE
DP	CORNER	-	SEE
DQ	CORNER	-	SEE
DR	CORNER	-	SEE
DS	CORNER	-	SEE
DT	CORNER	-	SEE
DU	CORNER	-	SEE
DV	CORNER	-	SEE
DW	CORNER	-	SEE
DX	CORNER	-	SEE
DY	CORNER	-	SEE
DZ	CORNER	-	SEE

COPIES OF THIS SURVEY MAP ARE AVAILABLE FOR SALE AT THE OFFICE OF THE SURVEYOR & MAPPER, 400 N. W. 1st St., Ft. Lauderdale, FL 33301. THE PRICE IS \$10.00 PER COPY. THE SURVEYOR'S ORIGINAL RECORDS ARE KEPT AT THE OFFICE OF THE SURVEYOR & MAPPER, 400 N. W. 1st St., Ft. Lauderdale, FL 33301.

	PROJECT NO. : 21637001	DRAWN: DS		<b>AES ENGINEERING AND SURVEYING</b> SURVEYING & MAPPING - UTILITY LOCATING DRILLING - GEOPHYSICS - ENERGY 498 Dixie Avenue, St. Petersburg, Florida 33711 Tel. (727) 399-0988 - Fax: (727) 399-2477		SHEET <b>1</b> OF 2
	CLIENT NAME : POB	CHECKED: SP				
CLIENT ADDRESS : 4480 Dixie Belle Dr ORLANDO, FL SEC. 2 TWP. 23 S. RMC. 30 E	CREAM CHECK: UP SCALE: 1" = 20' DATE: 2/28/2014					

Exhibit "A"

C:\Users\jstevens\Documents\4480 Dixie Belle Dr\4480 Dixie Belle Dr.dwg - CATTLE CORP. DATE OF FIELDWORK 4-25-16

JOINDER AND CONSENT  
OF  
CITY OF ORLANDO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF ORLANDO, a Florida municipal corporation duly established, organized, created and existing under the laws of the state of Florida, having a principal place of business at Orlando City Hall, 400 S. Orange Avenue, Orlando, Florida 32801, (hereinafter "the City"), hereby certifies that it is a party to that certain agreement entitled "Intergovernmental Agreement Between Orange County and the City of Orlando Regarding the Operation and Maintenance of Certain Portions of Parramore Avenue, Princeton Street, South Street, Dixie Belle Drive and Pershing Avenue Lying within the City's Boundaries," approved by the City Council on October 12, 1987. The City hereby joins in and consents to the granting of the Declaration of Restrictive Covenant by Orange County, Florida, to the Florida Department of Environmental Protection, and will comply with its terms, conditions, and restrictions.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 20 day of MAY, 2020

CITY OF ORLANDO, FLORIDA, a  
municipal corporation, organized and  
existing under the laws of the State of  
Florida

By: [Signature]  
Mayor/Mayor Pro Tem

Printed Name: Robert F. Stuart

Date: MAY 20, 2020

ATTEST BY THE CLERK OF THE  
CITY OF ORLANDO, FLORIDA:

By: [Signature]  
Deputy City Clerk

Print Name: Laurie E. Nossair

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ and \_\_\_\_\_, Mayor and City Clerk, respectively, of the City of Orlando, Florida, who are both personally known to me.

Seal

Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE CITY  
OF ORLANDO, FLORIDA:

Wesley Powell  
Assistant City Attorney

Wesley Powell  
Print Name

BCC Mtg. Date: April 7, 2020

### **Agreement between the City of Orlando and Orange County relating to Lake George Park**

This agreement is made and entered into by and between the City of Orlando, Florida, a municipal corporation existing by virtue of the laws of the State of Florida, whose address is Orlando City Hall, 400 S. Orange Avenue, Orlando, Florida 32801 (City), and Orange County, Florida, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801 (County).

The City and County are entering into this agreement pursuant to the Florida Department of Environmental Protection (FDEP) requirement for closure of the Lake George Park site, FDEP Facility Identification Number: COM\_149179 (the Site). The City entered into a Declaration of Restrictive Covenant with FDEP, recorded on June 21, 2018, Document Number 20180368420, in the Public Records of Orange County, Florida (DRC), placing a restrictive covenant over its portion of the Site, which is situated in Orange County, Florida and more particularly described in attached **Exhibit A**. Contaminants from the Site, not generated by the City, are in a portion of County's right-of-way for Dixie Belle Drive in Orange County, FL, which is more particularly described in attached **Exhibit B** (the Right-of-Way). The Right-of-Way is operated and maintained by the City pursuant to an agreement entitled "Intergovernmental Agreement Between Orange County and the City of Orlando Regarding the Operation and Maintenance of Certain Portions of Parramore Avenue, Princeton Street, South Street, Dixie Belle Drive and Pershing Avenue Lying Within the City's Boundaries" approved by the County on September 21, 1987 and the City on October 12, 1987. FDEP has requested County to place a restrictive covenant over its interest in the Right-of-Way in order for FDEP to issue a Site Rehabilitation Completion Order with Conditions for the Site. County is amenable to enter into a restrictive covenant provided the City executes and performs this agreement.

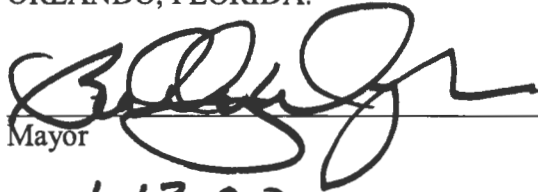
To the extent allowed by law and without waiving its sovereign immunity, the City agrees (1) to indemnify County and to hold it harmless for any damage that may occur to the Right-of-Way or adjacent right-of-way arising from or as a result of the Site's contaminants; (2) to defend, indemnify and hold County harmless from any liability arising from the Site's contaminants; and (3) to be responsible for any damage sustained by County as a result of the Site's contaminants. Additionally, the City agrees to complete any additional site rehabilitation required by FDEP. Notwithstanding the foregoing, the City shall not have any liability or duty to indemnify as set forth above for past, present or future negligent, intentional or wrongful acts or omissions by the County, its contractors or assigns, that create a new pollution source or exacerbate the Site's contaminants within the Right-of-Way.

**In witness whereof**, the parties have duly executed this agreement on the respective dates under each signature.

[Signatures begin on following page]

City of Orlando

BY THE MAYOR OF THE CITY OF  
ORLANDO, FLORIDA:



Mayor

1.13.20

Date

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA:

Denise Aldridge  
City Clerk

Denise Aldridge  
Print Name

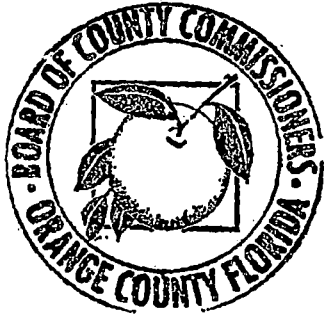
APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA:

Selma  
Assistant City Attorney

Sarah Taitt  
Print Name

City Council Meeting: 01-13-2020

Item: I-3 Documentary: 200113I03



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Date: APR 07 2020

Attest: Phil Diamond, CPA, County Comptroller  
as Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Printed Name: **Katie Smith**

Date: APR 07 2020

**Exhibit A**

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (LESS THE WEST 137 FEET THEREOF) & THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (LESS THE WEST 137 FEET & THE SOUTH 630 FEET THEREOF), AND LESS THE RIGHT-OF-WAY FOR DIXIE BELLE DRIVE, OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, CONTAINING 36.4 ACRES MORE OR LESS.

Exhibit B

**RESTRICTED AREA DESCRIPTION:**

Commence at the Southeast corner of the subject property thence North 00' 00' 06" East along the East boundary line of subject property a distance 489.15 feet to a point on said East boundary and the Point of Beginning; thence continue along said East boundary North 00' 00' 06" East a distance of 247.96 feet; thence South 89' 59' 54" East a distance of 40.00 feet; thence South 00' 00' 06" West a distance of 247.98 feet; thence South 89' 59' 54" West a distance of 40.00 feet to the Point of Beginning.

Containing 9,918 square feet, more or less.

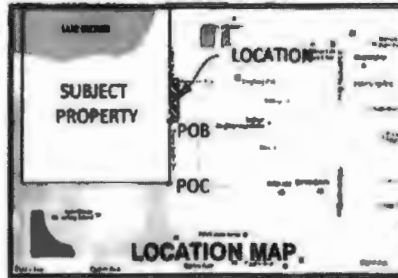


# TOPOGRAPHIC SURVEY

## RESTRICTED AREA DESCRIPTION:

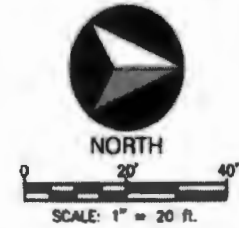
Commence at the Southeast corner of the subject property thence North 00° 00' 06" East along the East boundary line of subject property a distance 489.18 feet to a point on said East boundary and the Point of Beginning; thence continue along said East boundary North 00° 00' 06" East a distance of 247.96 feet; thence South 89° 59' 54" East a distance of 40.00 feet; thence South 00° 00' 06" West a distance of 247.96 feet; thence South 89° 59' 54" West a distance of 40.00 feet to the Point of Beginning.

Containing 8,918 square feet, more or less.

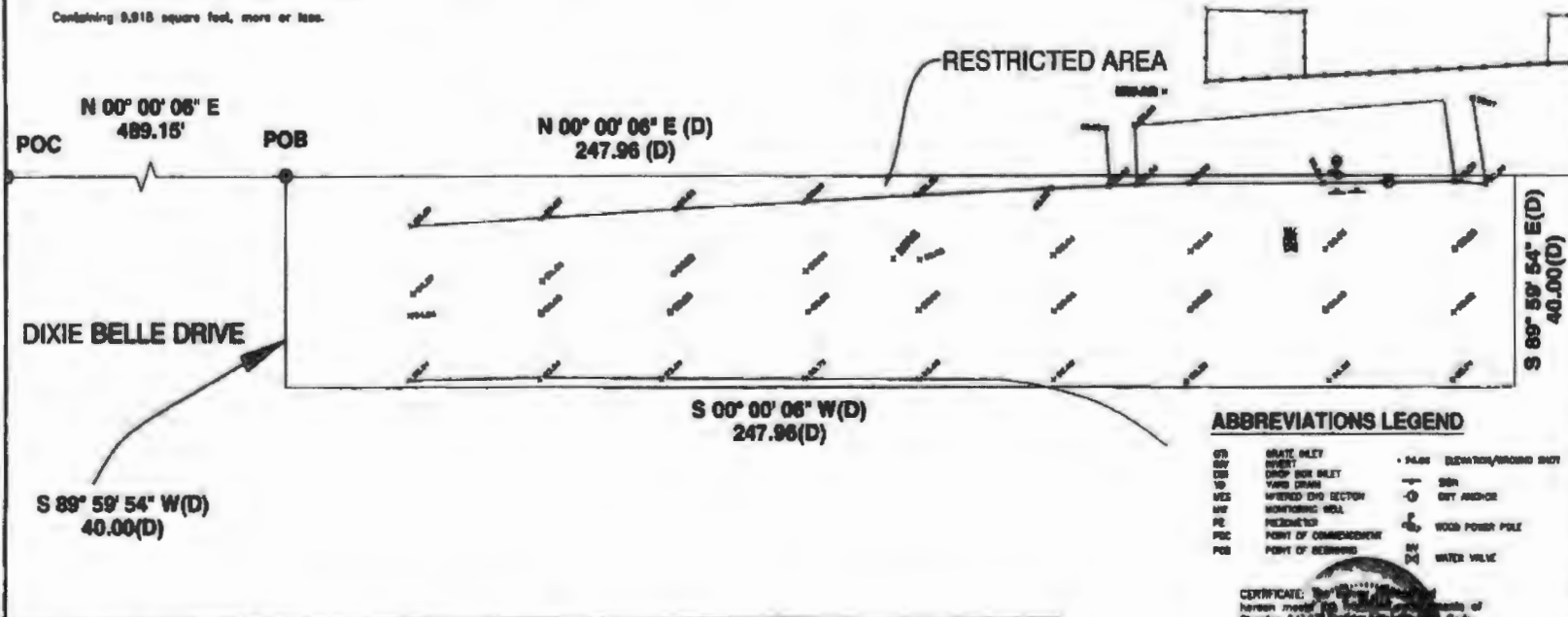


## SURVEYOR'S NOTES:

- 1) Survey is not valid without the signature and original raised seal of the undersigned Surveyor & Mapper.
- 2) Coordinates and elevations are based on electronic data collector files 1-25-16 CATTLE DEP. (DATE OF FIELDWORK: 1-25-16).
- 3) The horizontal datum is based on the Florida State Plane Coordinate System Zone 902 (Florida West) US Survey Feet.
- 4) The vertical datum is based on Benchmark OC BM 1911-011, NAD 1988 said elevation = 92.929'



Page 6 of 6



## ABBREVIATIONS LEGEND

GR	GRATE BLEY	•	PIVOT	REVISION/ROUND SHOT
DR	DRIP	—	SDR	
DB	DROP BOX BLEY	—	SDR	
YD	YARD DRAG	—	SDR	
WZ	WORKED ZONE SECTION	⊙	OUT ANCHOR	
WV	WORKING WELL	⊙	WOOD POWER POLE	
PE	PERIMETER	⊙	WATER VALVE	
POC	POINT OF COMMENCEMENT	⊙		
POB	POINT OF BEGINNING	⊙		

CERTIFICATE: This is a true and correct copy of the original as shown to the public.

<p>FLORIDA STATE CIVIL ENGINEERS OF FLORIDA</p>	PROJECT NO : 21637001 CLIENT NAME : PBI CLIENT ADDRESS : 4490 Dixie Belle Dr PROJECT LOCATION : Orlando, FL	DRAWN: DG CHECKED: MP CREW CHIEF: LP SCALE: 1" = 20' DATE: 2/28/2016	<p>AMBIENT Engineering &amp; Surveying, LLC</p>	<p><b>AES ENGINEERING AND SURVEYING</b></p> SURVEYING & MAPPING • UTILITY LOCATING DRILLING • GEOPHYSICS • ENERGY 4819 Central Avenue, St. Petersburg, Florida 33711 Tel: (727) 388-8988 • Fax: (727) 388-9177		SHEET 1 OF 2
	SEC. <u>9</u> TWP. <u>23</u> S. RANG. <u>30</u> E.					

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