



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: October 29, 2021

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

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *WTC*

FROM: Mary Tiffault, Senior Title Examiner
Real Estate Management Division *MT/WTC*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Amended and Restated Environmental Land Stewardship Agreement from Eagle Creek Development Corporation to Orange County and authorization to record instrument

PROJECT: Eagle Creek I CAI-14-06-022 (PN 19274)

District 4

PURPOSE: To meet the requirement of the Innovation Way Overlay Article XVIII, Chapter 15 of Orange County Code, Environmental Land Stewardship Program Ordinance to preserve and buffer certain stewardship lands encumbered by a conservation easement, including sandhill crane foraging areas, an existing oak hammock, sandhill crane nesting areas and habitats, and fox squirrel habitat and to meet the provisions and mitigation requirements of permit CAI 02-022 4th Modification issued December 14, 2009, as modified by CAI-14-06-022 issued on July 24, 2015, and to amend the original Environmental Land Stewardship Agreement (ELSA) recorded in Orange County Official Records Book 10982, Page 4115 on September 14, 2015.

Real Estate Management Division

Agenda Item

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ITEM: Amended and Restated Environmental Land Stewardship Agreement

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS: Grantor to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

NOV 16 2021

This document prepared by and return to:
Georgiana Holmes, Esq.
Orange County Attorney's Office
P. O. Box 1393
Orlando, FL 32802-1393

**AMENDED AND RESTATED ENVIRONMENTAL
LAND STEWARDSHIP AGREEMENT**

EAGLE CREEK PD

This Amended and Restated Environmental Land Stewardship Agreement effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between **Eagle Creek Development Corporation**, a Florida corporation ("Owner"), whose mailing address is 370 Center Point Circle, Suite 1136, Altamonte Springs, Florida, Florida 32701, and **Orange County**, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property comprising the Eagle Creek Planned Development ("Eagle Creek PD") as reflected on the Eagle Creek Amended Land Use Plan prepared by VHB dated "Received June 11, 2015 (Case CDR-14-09-253); and

WHEREAS, that certain portion of the Eagle Creek PD that is described in **Exhibit "A"**, attached hereto (the "Property"), is subject to the requirements of the Innovation Way Overlay and is therefore subject to the Article XVIII, Chapter 15 of the Orange County Code, also known as the Environmental Land Stewardship Program ("ELSP") Ordinance; and

WHEREAS, Owner is willing to preserve and buffer certain stewardship lands encumbered by a conservation easement and that will include sandhill crane foraging areas, an existing oak hammock, sandhill crane nesting areas and habitats, and fox squirrel habitat ("Stewardship Lands"), consistent with the provisions of the ELSP Ordinance; and

WHEREAS, on August 27, 2015, the parties executed an Environmental Land Stewardship Agreement ("ELSA"), recorded at Orange County Official Records Book 10982, Page 4115 on September 14, 2015, and now certain provisions of that ELSA need revision and the Parties desire to amend and replace it with this Amended and Restated Environmental Land Stewardship Agreement (the "Agreement"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the Parties as to the preservation of those Stewardship Lands.

NOW, THEREFORE, the Owner and the County (the "Parties") agree as follows:

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

2. **Preservation of Stewardship Lands by Owner.**

A. **Preserved Lands.** Owner agrees and commits to preserve Stewardship Lands that are generally depicted on the ELSP Agreement plan prepared by VHB dated May 26, 2015 (the "VHB Plan"), attached hereto and incorporated herein as **Exhibit "B"**. The Stewardship Lands include:

(i) 129.31 acres of lands encumbered by the Conservation Easement in favor of Orange County, dated MAY 9, 2021, that is recorded at Official Records Document Number 20210491997, on August 12, 2021.

(ii) 18.5 acres within a 200-foot wide buffer area (the "Buffer Area") of lands encumbered by the Conservation Easement in favor of Orange County, dated August 11, 2021, that is recorded at Official Records Document Number 20210613016, on October 7, 2021. The Buffer Area consists of 6.62 acres of foraging area, a minimum of 0.57 acre of sandhill crane nesting area, and 3.78 acres of preserved oak hammock as fox squirrel habitat. In addition to preserving the Stewardship Lands, the Owner shall also plant appropriate vegetation to maintain a buffer between the sandhill crane foraging area and the adjacent development that is located outside of the Buffer Area.

B. **Stewardship Lands Obligation.** The Property consists of approximately 1,236.2 gross acres, inclusive of water bodies and wetlands. The Stewardship Lands constitute approximately 147.81 acres, of which 129.31 are under Conservation Easement, and the remaining 18.5 acres are located within the Buffer Area and are under Conservation Easement.

C. **Procedure.** The Owner shall preserve the Stewardship Lands as depicted on the VHB Plan.

(i) Preservation of the Stewardship Lands shall be by dedication of a Conservation Easement to the County. The Conservation Easement in favor of the County shall reserve to the Owner and to the Homeowners' Association of Eagle Creek, Inc., (the "HOA"), and their successors and assigns, the following rights and obligations:

(a) The right and obligation to maintain the Buffer Area and adjacent portions of the Property for retention ponds and an equestrian trail and associated fencing, for purposes of carrying out the management plan contemplated in Section 4 below.

(b) The right to construct and maintain a subdivision road in the approximate location shown on the VHB Plan. "Sandhill Crane Crossing" signs shall be installed at an appropriate location or locations along the road as shown on the attached plans.

(c) The right to use the southernmost 150 feet of the Buffer Area for water retention purposes, for open spaces, and for passive recreation uses that are not inconsistent with the purposes for which the Stewardship Lands will be preserved. No permanent structures, other than stormwater retention facilities and an equestrian trail with associated fencing, shall be constructed in this portion of the Buffer Area.

(ii) Owner shall pay all costs of recording the plat that includes the Stewardship Lands.

3. **ESLP.** The Owner shall record in the Public Records of Orange County, Florida, a Notice of ELSP Preservation and Maintenance applicable to such adjacent lots to the Buffer Area in subsequently the form required in Subsection 15-825(b)(2)c. of the ELSP Ordinance, a sample of which is attached hereto as **Exhibit "C"**. Owner shall also provide notice to any purchaser of such adjacent lots the Disclosure required in Subsection 15-825(b)(2)d. of the ELSP Ordinance, a copy of which is attached hereto as **Exhibit "D"**.

4. **Management Plan.** The Owner and County agree that Owner or the HOA shall have all management responsibilities for the Stewardship Lands as required by the Management Plan, a copy of which is attached hereto as **Exhibit "E"**.

5. **Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Eagle Creek Development Corporation
370 Center Point Circle, Suite 1136
Altamonte Springs, Florida 32701
Attention: Director of Development

With copies to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attention: Miranda Fitzgerald, Esq.

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Environmental Protection Division
3165 McCrory Place, #200
Orlando, Florida 32803

6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of the Owner and any person, firm, corporation, or other entity that may become the successor in interest to any portion of the Property; provided, however, no owner of any portion of the Property shall be deemed to be in default of this Agreement solely because another owner of a portion of the Property is in default of this Agreement.

7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at the Owner's expense, in the Public Records of Orange County, Florida within 30 days of the Effective Date.

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

9. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

10. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

11. Limitation of Remedies. County and Owner 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.

A. Limitations on County's Remedies. Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction as to such defaulting owner;
or
- (ii) the withholding of development permits and other approvals or permits in connection with that portion of the Property owned by such defaulting owner; or
- (iii) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Stewardship Lands or any other portion of the Property as County may lawfully elect.

B. Limitations on Owner's Remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iii) any combination of the foregoing.

Both Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both Parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement; provided, however, in the event there is more than one owner of the Property, an owner of any portion of the Property may amend this Agreement as to such owner's property without the consent of the owner (or its lender) of any other portion of the Property (the "Non-Requesting Owner"), so long as (i) the County is a party to any such amendment and (ii) the Non-Requesting Owner's property is not materially and adversely affected by any such amendment.

13. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of County, including elected officials, officers, and employees beyond any statutory limited waiver of immunity or limits of liability in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

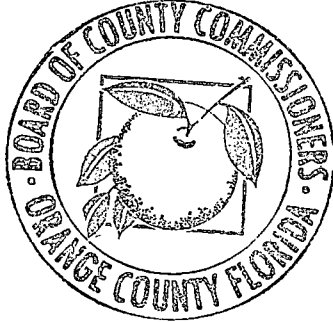
14. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, legal entity, or circumstances by any court of competent jurisdiction, the remainder of this Agreement and the application and effect of its terms, covenants or conditions to such persons, legal entities or circumstances shall not be affected thereby.

15. Counterparts. This Agreement and any amendment(s) may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

16. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

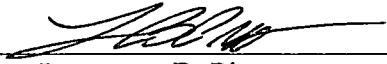
By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

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

By: *Neelisa Perry*
for Deputy Clerk

OWNER:

Eagle Creek Development Corporation

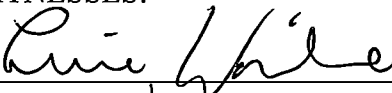
By: 

Name: Lawrence B. Pitt

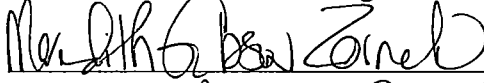
Title: Vice-President and General Counsel

Date: August 11, 2021

WITNESSES:



Print Name: Lucie Winborne

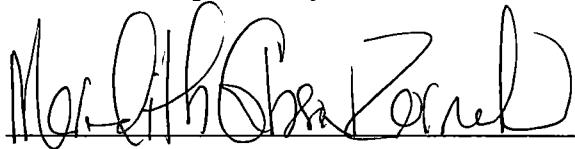


Print Name: Meredith Gibson Zornek

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of August 2021, by LAWRENCE B. PITT, as Vice President and General Counsel of EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, who acknowledged before me that he executed this document on behalf of said corporation, and who is personally known to me.



Notary Public

My Commission Expires: _____

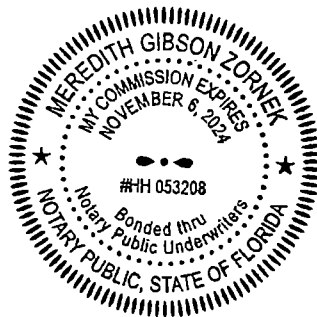


Exhibit "A"

Legal Description of Property Subject to ELSP Ordinance

PROJECT SITE LEGAL DESCRIPTION

Eagle Creek Village I Legal Description

A portion of Section 28, 29, 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Begin at the Southeast corner of Eagle Creek Phase 1C-3 Village H according to the plat thereof recorded in Plat Book 93, Pages 54 through 56, Public Records of Orange County, Florida; thence along the East line of said Eagle Creek Phase 1C-3 Village H the following twenty-three (23) courses and distances: North 20°08'27" West, a distance of 142.08 feet; thence North 18°35'55" West, a distance of 67.29 feet; thence North 15°28'33" West, a distance of 68.95 feet; thence North 12°18'54" West, a distance of 68.95 feet; thence North 09°09'16" West, a distance of 68.95 feet; thence North 05°59'38" West, a distance of 68.95 feet; thence North 02°50'00" West, a distance of 68.95 feet; thence North 00°19'39" East, a distance of 68.95 feet; thence North 03°29'17" East, a distance of 68.95 feet; thence North 06°38'58" East, a distance of 68.98 feet; thence North 09°48'41" East, a distance of 68.97 feet; thence North 12°49'02" East, a distance of 62.17 feet; thence North 14°14'31" East, a distance of 403.63 feet to a point of curvature of a curve concave Southeasterly, having a radius of 30.00 feet and a central angle of 100°25'36"; thence Northeasterly, a distance of 52.58 feet along the arc of said curve to a point of reverse curvature of a curve concave Northerly, having a radius of 126.00 feet and a central angle of 74°53'00"; thence Easterly, a distance of 164.68 feet along the arc of said curve to a point of reverse curvature of a curve concave Southeasterly, having a radius of 150.00 feet and a central angle of 27°47'01"; thence Northeasterly, a distance of 72.74 feet along the arc of said curve to the point of tangency of said curve; thence North 67°34'08" East, a distance of 56.86 feet to a point of curvature of a curve concave Northwesterly, having a radius of 170.00 feet and a central angle of 32°47'35"; thence Northeasterly, a distance of 97.30 feet along the arc of said curve to the point of tangency of said curve; thence North 34°46'33" East, a distance of 42.24 feet to a point of curvature of a curve concave Southeasterly, having a radius of 80.00 feet and a central angle of 27°32'05"; thence Northeasterly, a distance of 38.45 feet along the arc of said curve to the point of tangency of said curve; thence North 62°18'38" East, a distance of 82.97 feet to a point of curvature of a curve concave Westerly, having a radius of 30.00 feet and a central angle of 108°07'24"; thence Northerly, a distance of 56.61 feet along the arc of said curve to the point of tangency of said curve; thence North 45°48'47" West, a distance of 31.91 feet to a point on the South line of Eagle Creek Phase 1C-2-Part D Village F according to the plat thereof recorded in Plat Book 79, Pages 129 through 131, Public Records of Orange County, Florida; thence along the South line of said Eagle Creek Phase 1C-2-Part D Village F and along the South line of Eagle Creek Phase 1C-2-Part A according to the plat thereof recorded in Plat Book 76, Pages 16 through 25, Public Records of Orange County, Florida the following three (3) courses and distances: South 89°09'30" East, a distance of 202.89 feet; thence North 55°15'45" East, a distance of 20.36 feet; thence South 88°06'16" East, a distance of 319.29 feet to a point on the Westerly right of way line of Kirby Smith Road as monumented and occupied; thence along said Westerly right of way line the following two (2) courses and distances: South 00°42'34" West, a distance of 291.69 feet; thence South 89°46'09" East, a distance of 31.19 feet to a point on the East line of the Northeast Quarter of Section 32, Township 24 South, Range 31 East, Orange County, Florida said point being on the South right of way line of Tindall Road as described in Official Records Book 2306, Page 436,

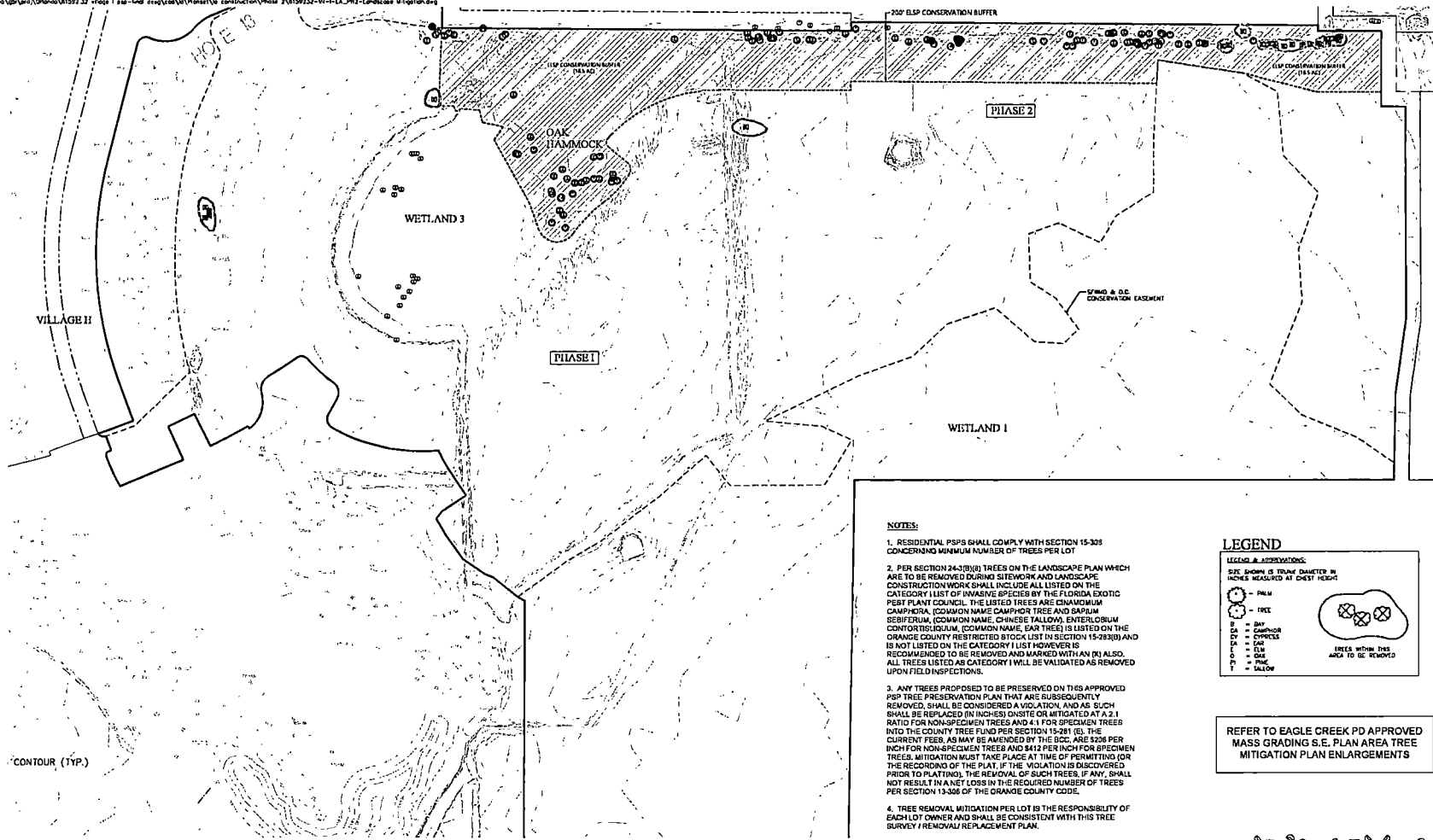
Public Records of Orange County, Florida; thence South 89°35'19" East, a distance of 1334.06 feet along said South right of way line to a point on the East line of the Northwest Quarter of the Northwest Quarter of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence North 01°18'56" West, a distance of 30.01 feet along the East line of said Northwest Quarter of the Northwest Quarter of Section 33 to a point on the North line of said Northwest Quarter of Section 33; thence South 89°35'19" East, a distance of 1334.19 feet along the North line of said Northwest Quarter to the North Quarter corner of said Section 33, said point being on the West line of Government Lot 4, Section 28, Township 24 South, Range 31 East, Orange County, Florida; thence North 00°55'03" East, a distance of 1307.96 feet along the West line of said Government Lot 4 to a point on the North line of said Government Lot 4; thence South 76°17'30" East, a distance of 644.84 feet along the North line of said Government Lot 4 to a point on the Northerly extension of the centerline of Canal - 29A of the Central and Southern Florida Flood Control District Easement Per Official Records Book 1667, Page 244, public records of Orange County; Florida; thence South 00°19'00" East, a distance of 1179.89 feet along said extension of the centerline and the centerline of said Canal - 29A of the Central and Southern Florida Flood Control District Easement, Official Records Book 1667, Page 244; thence departing said centerline South 89°41'00" West, a distance of 169.99 feet to a point on the West line of said Canal - 29A of the Central and Southern Florida Flood Control District Easement, per Official Records Book 5046, Page 3158 and Document #20190526870, public records of Orange County, Florida; thence along said West line the following five (5) courses and distances: North 00°19'00" West, a distance of 55.00 feet; thence South 90°00'00" West, a distance of 210.64 feet; thence North 00°00'00" East, a distance of 115.00 feet; thence North 90°00'00" East, a distance of 300.00 feet; thence North 00°19'00" West, a distance of 650.00 feet; thence departing said West line South 89°41'00" West, a distance of 50.00 feet to a point on a line that is 50.00 feet West of and parallel with said West line; thence along said parallel line the following eight (8) courses and distances: South 00°19'00" East, a distance of 599.72 feet; thence South 90°00'00" West, a distance of 299.72 feet; thence South 00°00'00" East, a distance of 215.00 feet; thence North 90°00'00" East, a distance of 210.92 feet; thence South 00°19'00" East, a distance of 255.27 feet; thence North 89°41'00" East, a distance of 80.00 feet; thence South 00°19'00" East, a distance of 707.48 feet; thence South 08°00'00" West, a distance of 252.81 feet; thence South 00°53'00" West, a distance of 292.70 feet to a point on the North line of the Mitigation Area as described in Official Records Book 5046, Page 3158, Public Records of Orange County, Florida; thence South 89°59'53" West, a distance of 453.03 feet along the North line of said Mitigation Area to a point on the East line of the Northwest Quarter of said Section 33; thence continue South 89°59'53" West, a distance of 1346.99 feet along the North line of said Mitigation Area to a point on the West line of said Mitigation Area; thence South 00°53'00" West, a distance of 2659.67 feet along the West line of said Mitigation Area to a point on the North monumented and occupied right of way line of Clapp Simms Duda Road as described in Deed Book 558, Page 541, Public Records of Orange County, Florida; thence North 89°38'43" West, a distance of 1063.07 feet along said North monumented and occupied right of way line; thence departing said North right of way line North 00°07'39" East, a distance of 2248.87 feet; thence North 58°20'02" West, a distance of 27.00 feet to a point on the Northerly line of Eagle Creek Village K Phase 2A according to the plat thereof recorded in Plat Book 100, Pages 120 through 129, Public Records of Orange County, Florida; thence along the Northerly line of said Eagle Creek Village K Phase 2A the following twenty-eight (28) courses and distances: North 78°55'03" West, a distance of 30.00 feet; thence North 11°04'57" East, a distance of 7.17 feet to a point of curvature of a curve concave Westerly, having a radius of 40.00 feet and a central angle of 38°52'28"; thence Northerly, a distance of 27.14 feet along the arc of said curve to the point of tangency of said curve; thence North 27°47'30" West, a distance of 1.14 feet to a point of curvature of a curve concave Southwesterly, having a radius of 40.00 feet and a central angle of 51°35'47"; thence Northwesterly, a distance of 36.02 feet along the arc of said curve to a point of reverse curvature of a curve concave Northeasterly, having a radius of 230.00 feet and a central angle of 45°40'30"; thence Northwesterly along the arc of said curve a distance of 183.35 feet to the point of tangency of said curve; thence North 33°42'48" West, a distance of 95.45 feet to a point of curvature of a curve concave Easterly, having a radius of 35.00 feet and a central angle of 90°00'00"; thence Northerly, a distance of 54.98 feet along the arc of said curve to the point of

tangency of said curve; thence North $56^{\circ}17'12''$ East, a distance of 95.00 feet; thence North $33^{\circ}42'48''$ West, a distance of 101.13 feet to a point of curvature of a curve concave Northeasterly, having a radius of 425.00 feet and a central angle of $10^{\circ}04'52''$; thence Northwesterly, a distance of 74.78 feet along the arc of said curve to a point on a non-tangent curve concave Northerly, having a radius of 581.00 feet, a central angle of $13^{\circ}06'25''$ and a chord bearing of North $88^{\circ}48'02''$ West; thence from a tangent bearing South $84^{\circ}38'45''$ West, run Westerly, a distance of 132.91 feet along the arc of said curve to a point of compound curvature of a curve concave Northerly, having a radius of 655.00 feet and a central angle of $20^{\circ}34'45''$; thence Westerly, a distance of 235.26 feet along the arc of said curve to a point of compound curvature of a curve concave Easterly, having a radius of 35.00 feet and a central angle of $90^{\circ}55'27''$; thence Northerly, a distance of 55.54 feet along the arc of said curve to the point of tangency of said curve; thence North $29^{\circ}15'22''$ East, a distance of 58.67 feet to a point of curvature of a curve concave Westerly, having a radius of 40.00 feet and a central angle of $83^{\circ}23'38''$; thence Northerly, a distance of 58.22 feet along the arc of said curve to a point of reverse curvature of a curve concave Northeasterly, having a radius of 525.00 feet and a central angle of $13^{\circ}07'59''$; thence Northwesterly, a distance of 120.34 feet along the arc of said curve to a point of reverse curvature of a curve concave Southerly, having a radius of 25.00 feet and a central angle of $82^{\circ}52'12''$; thence Westerly, a distance of 36.16 feet along the arc of said curve to a point of reverse curvature of a curve concave Northwesterly, having a radius of 3060.00 feet and a central angle of $02^{\circ}12'32''$; thence Southwesterly, a distance of 117.97 feet along the arc of said curve to a point of reverse curvature of a curve concave Easterly, having a radius of 50.00 feet and a central angle of $74^{\circ}05'26''$; thence Southerly, a distance of 64.66 feet along the arc of said curve to a point of reverse curvature of a curve concave Westerly, having a radius of 110.00 feet and a central angle of $68^{\circ}57'03''$; thence Southerly, a distance of 132.38 feet along the arc of said curve; thence North $36^{\circ}48'21''$ West, a distance of 9.05 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 3170.00 feet, a central angle of $02^{\circ}33'12''$ and a chord bearing of South $62^{\circ}13'46''$ West; thence from a tangent bearing South $60^{\circ}57'09''$ West, run Southwesterly, a distance of 141.27 feet along the arc of said curve; thence North $27^{\circ}07'35''$ West, a distance of 120.01 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 3050.00 feet, a central angle of $01^{\circ}49'06''$ and a chord bearing of South $64^{\circ}26'24''$ West; thence from a tangent bearing South $63^{\circ}31'51''$ West, run Southwesterly, a distance of 96.79 feet along the arc of said curve; thence South $24^{\circ}39'03''$ East, a distance of 121.87 feet; thence South $67^{\circ}18'56''$ West, a distance of 229.86 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 675.00 feet, a central angle of $09^{\circ}17'56''$ and a chord bearing of North $24^{\circ}47'25''$ West; thence from a tangent bearing North $29^{\circ}26'23''$ West, run Northwesterly, a distance of 109.55 feet along the arc of said curve to a point on the Easterly line of Tract A1 (Bucklow Hill Drive) as shown on the plat of Eagle Creek Village K Phase 1B according to the plat thereof recorded in Plat Book 98, Pages 85 through 91, Public Records of Orange County, Florida; thence along the Easterly line of said Tract A1 the following five (5) courses and distances: North $20^{\circ}08'27''$ West, a distance of 1.26 feet to a point of curvature of a curve concave Southeasterly, having a radius of 12.00 feet and a central angle of $89^{\circ}28'08''$; thence Northeasterly, a distance of 18.74 feet along the arc of said curve to the point of tangency of said curve; thence North $69^{\circ}19'41''$ East, a distance of 10.91 feet; thence North $20^{\circ}46'27''$ West, a distance of 50.00 feet to a point on a non-tangent curve concave Northerly, having a radius of 22.00 feet, a central angle of $80^{\circ}37'35''$ and a chord bearing of North $70^{\circ}27'40''$ West; thence from a tangent bearing South $69^{\circ}13'33''$ West, run Westerly, a distance of 30.96 feet along the arc of said curve to a point on the South line of said Eagle Creek Phase 1C-3 Village H; thence North $69^{\circ}54'25''$ East, a distance of 124.67 feet along said South line to the POINT OF BEGINNING.

Containing 234.24 acres, more or less.

Exhibit “B”

VHB Plan



- NOTES:**
- RESIDENTIAL PSPS SHALL COMPLY WITH SECTION 15-305 CONCERNING MINIMUM NUMBER OF TREES PER LOT.
 - PER SECTION 24-203(B) TREES ON THE LANDSCAPE PLAN WHICH ARE TO BE REMOVED DURING SITEWORK AND LANDSCAPE CONSTRUCTION WORK SHALL INCLUDE ALL LISTED ON THE CATEGORY I LIST OF INVASIVE SPECIES BY THE FLORIDA EXOTIC PLANT COUNCIL. THE LISTED TREES ARE: CAMBODIUM CAMPHORA (COMMON NAME CAMPHOR TREE AND SAPLUM BESSEYERUM (COMMON NAME CHINESE TALLOW), ENTEROLOBIUM COMFORTISOLIQUUM (COMMON NAME EAR TREE) IS LISTED ON THE ORANGE COUNTY RESTRICTED STOCK LIST IN SECTION 15-293(B) AND IS NOT LISTED ON THE CATEGORY I LIST HOWEVER IS RECOMMENDED TO BE REMOVED AND MARKED WITH AN (X) ALSO. ALL TREES LISTED AS CATEGORY I WILL BE VALIDATED AS REMOVED UPON FIELD INSPECTIONS.
 - ANY TREES PROPOSED TO BE PRESERVED ON THIS APPROVED PSP TREE PRESERVATION PLAN THAT ARE SUBSEQUENTLY REMOVED, SHALL BE CONSIDERED A VIOLATION, AND AS SUCH SHALL BE REPLACED (IN INCHES) ON SITE OR MITIGATED AT A 2:1 RATIO FOR NON-SPECIMEN TREES AND 4:1 FOR SPECIMEN TREES INTO THE COUNTY TREE FUND PER SECTION 15-291 (E). THE CURRENT FEES AS MAY BE AMENDED BY THE BOE, ARE \$0.08 PER INCH FOR NON-SPECIMEN TREES AND \$412 PER INCH FOR SPECIMEN TREES. MITIGATION MUST TAKE PLACE AT TIME OF PERMITTING (OR THE RECORDS OF THE PLAN IF THE VIOLATION IS DISCOVERED PRIOR TO PLANTING). THE REMOVAL OF SUCH TREES, IF ANY, SHALL NOT RESULT IN A NET LOSS IN THE REQUIRED NUMBER OF TREES PER SECTION 15-306 OF THE ORANGE COUNTY CODE.
 - TREE REMOVAL MITIGATION PER LOT IS THE RESPONSIBILITY OF EACH LOT OWNER AND SHALL BE CONSISTENT WITH THIS TREE SURVEY / REMOVAL REPLACEMENT PLAN.
 - ANY TREES PROPOSED TO BE PRESERVED ON THIS PLAN SHALL NOT HAVE ANY FILL OR EXCAVATION AT POINTS CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR BRAND OF TREES, WHICHEVER IS GREATER.
 - PAYMENT OF ANY TREE MITIGATION FEES SHALL TAKE PLACE PRIOR TO THE RECORDING OF THE PLAN.
 - A TREE PRESERVATION/MITIGATION PLAN IS INCLUDED WITH THIS PSP SUBMITTAL, DUE TO FINAL SITE ENGINEERING EVALUATION, UP TO (BUT NOT MORE THAN) 10% OF THE AMOUNT OF TREES (IN FEET) SHOWN TO BE PRESERVED MAY BE REMOVED, PROVIDED SUCH REMOVALS ARE REFLECTED IN AN ADJUSTED TREE PRESERVATION/MITIGATION PLAN SUBMITTED AND APPROVED BY THE ZONING AND/OR OFFICE PRIOR TO REMOVALS. SUCH REMOVALS AND MITIGATIONS SHALL BE IN ACCORDANCE WITH REGULAR MITIGATION REQUIREMENTS, AND SHALL NOT BE CONSIDERED A VIOLATION, HOWEVER, ANY PROPOSAL OR REMOVAL OF MORE THAN 10% SHALL REQUIRE THAT THE TREE PRESERVATION/MITIGATION PLAN (AND PSP) RETURN TO DRD FOR A CHANGE DETERMINATION, WHERE THE PROPOSAL FOR EXCESS REMOVAL MAY BE CONSIDERED A SUBSTANTIAL CHANGE, AND/OR MAY BE CONSIDERED THE REMOVALS TO BE A VIOLATION OF THE TREE PRESERVATION/MITIGATION PLAN (AND PSP) AND THEREBY REQUIRING PENALTY MITIGATION TO BE PROVIDED.
 - BUILDER WILL BE RESPONSIBLE FOR REPLACING ANY TREE IDENTIFIED AS BEING "PRESERVED" THAT WAS REMOVED, AND FOR PROVIDING TREE PROTECTION FOR ANY PRESERVED TREES.

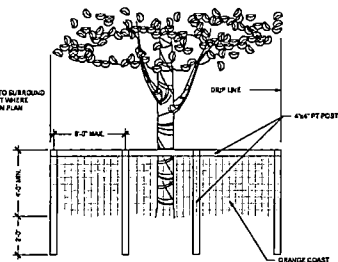
LEGEND

LEGEND & ABBREVIATIONS:
SIZE (DBHM) IS TRUNK DIAMETER IN INCHES MEASURED AT CHEST HEIGHT

- (X) - PALM
- (O) - TREE
- (S) - SAP
- (C) - CAMPHOR
- (E) - ENTEROLOBIUM
- (F) - FLOW
- (M) - MALLOW

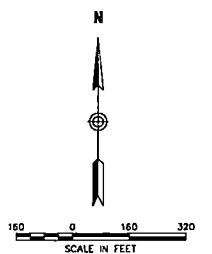
TREES WITH THIS AND TO BE REMOVED

REFER TO EAGLE CREEK PD APPROVED MASS GRADING S.E. PLAN AREA TREE MITIGATION PLAN ENLARGEMENTS



EXISTING TREE PROTECTION DETAIL

225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



**Eagle Creek P.D.
Village I - (Phase 2)**

Orange County, Florida

Permitting

ST CB

December 2020

NOT FOR CONSTRUCTION

Overall Tree Mitigation Plan

This plan has been electronically signed and sealed by Christopher Stone, P.E., P.L.A. on Dec. 21, 2020 in my digital signature. Printed notice of this document is not considered signed and sealed until the signature is verified on any other public copies.

L0.50

TREE REMOVAL & REPLACEMENT CALCULATION

	Inches	Total Inches
1. Total Protected Inches on Site (Upland Buffers):	2173	2173
2. Total Number of Protected Trees (in DBH Inches) to be removed in Zone A:		
Non-Specimen trees	0	0
Specimen trees (2:1 ratio)	0	0
3. Total Number of Protected Trees (in DBH Inches) to be removed in Zone S:		
Non-Specimen trees	124	124
Specimen trees (2:1 ratio)	31	62
4. Total Number of Protected Trees (in DBH Inches) to be removed in Zone C:		
Non-Specimen trees	0	0
Specimen trees (2:1 ratio)	0	0
5. Total Protected Inches Removed (including 2:1 Specimen trees):		186
6. Mitigation Required:		186
7. Total Protected Inches Preserved:		2173
8. Balance of Mitigation Owed:		-1987
9. Total Inches Proposed to be Planted:		3750
10. Balance of Mitigation Owed:		-437

** Code-Minimum Landscape Plan shows 4,777 in. of surplus

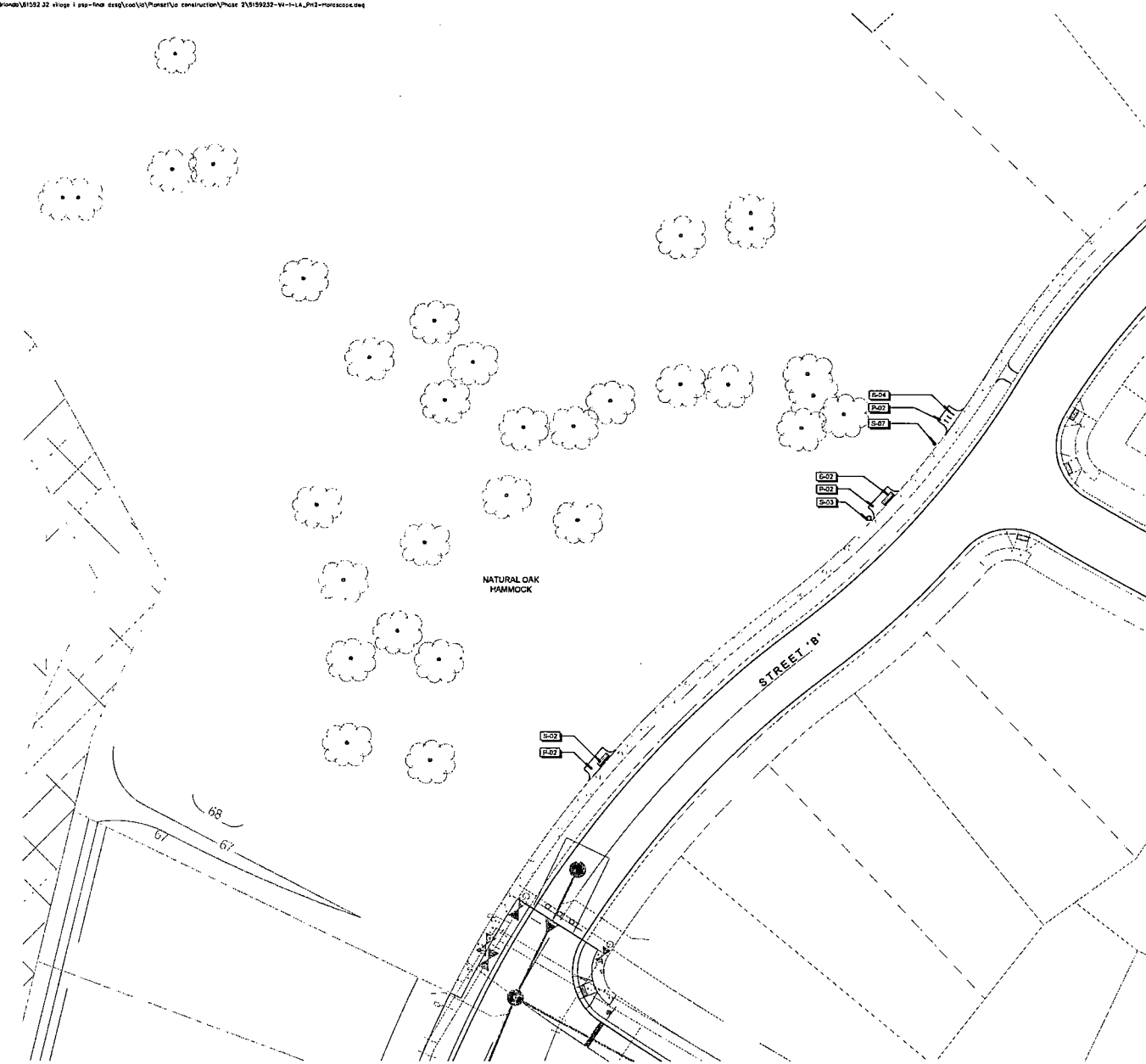
SINGLE-FAMILY TREE PLANTING SUMMARY

NUMBER OF LOTS	LOT SIZE	REQUIRED TREES (1" DBH)	CAMPOR TREES PROVIDED (1" DBH)	UNDESIRABLE TREES PROVIDED (1" DBH)	TOTAL INCHES PROVIDED
122	<= 500 SF	1	1	17,250	200
147	5,000 to 9,999	2	1	1	852
70	10,000 to 19,999	4	2	2	392
					TOTAL 1,878

Orange County Code Sec. 15-306

Prior to issuance of the certificate of occupancy, each residential lot shall contain at least the following minimum number of residential lot trees. These trees must be a minimum of eight (8) feet in height and at least (3) inches in caliper. These trees may count toward replacement requirements if they are at least (10) feet in height and are least three (3) inches in caliper. They must be selected from the recommended block list. Replacement trees used on lots and preserved trees are counted toward the requirements. Undesired trees may make up to ten percent (10%) of the required number of trees.

- Lots less than 5,000 square feet shall contain a minimum of one (1) tree
- Lots of 5,000 to 9,999 square feet shall contain a minimum of two (2) trees
- Lots of 10,000 to 19,999 square feet shall contain a minimum of four (4) trees
- Lots of 20,000 to 29,999 square feet shall contain a minimum of six (6) trees
- Lots of 30,000 to 39,999 square feet shall contain a minimum of eight (8) trees



HARDSCAPE SCHEDULE

C-01 MATERIAL: REINFORCED CONCRETE (PIECEFRAM GRADE)
 SIZE: 4" REINFORCED CONCRETE (SEE CIVIL PLANS)
 COLOR: NATURAL
 PATTERN: CONTROL/JXPANBON JTS. AS REQUIRED
 SEE HARDSCAPE NOTES
 FINISH: LIGHT BRUSH

SITE FURNISHING SCHEDULE

C-02 MATERIAL: F BENCH
 PRODUCT #: BENCH 180
 MANUFACTURER: DUAR SITE FURNISHINGS
 SIZE: F
 COLOR: BLACK
 FINISH: POWDER COATED STEEL
 CONTACT: WWW.DUAR.COM
 NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS

C-03 MATERIAL: TRASH RECEPTACLE
 PRODUCT #: STEELITE RB BENCH (RRB-34)
 MANUFACTURER: VICTOR STANLEY
 SIZE: 36 GAL
 COLOR: BLACK
 FINISH: POWDER COATED STEEL
 CONTACT: WWW.VICTORSTANLEY.COM
 NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATION

C-04 MATERIAL: BEEHIVE BACK
 PRODUCT #: BEEHIVE BACK SURFACE MOUNTED
 (OR APPROXIMATED EQUAL)
 MANUFACTURER: DUAR SITE FURNISHINGS
 SIZE: 36" W x 5" H
 COLOR: BLACK
 FINISH: POWDER COATED STEEL
 CONTACT: WWW.DUAR.COM

C-07 MATERIAL: PET WASTE STATION
 MANUFACTURER: DOGPOOT
 WWW.DOGPOOT.COM/BACKGROUND
 PRODUCT: ALUMINUM PET STATION #P02343
 NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATION

C-11 MATERIAL: F FENCE
 PRODUCT: CHAIN-LINK FENCE
 MANUFACTURER: FLORIDA FENCE PRODUCTS, INC. (407-425-4444)
 SIZE: 6'-0" HT.
 COLOR: BLACK
 FINISH: W/WT. COATED
 = ADD ALTERNATE =
 PRODUCT: ALUMINUM PICKET FENCE
 MANUFACTURER: FLORIDA FENCE PRODUCTS, INC. (407-425-4444)
 SIZE: 6'-0" HT.
 COLOR: BLACK
 FINISH: POWDER COAT



225 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407.839.4006
 Certificate of Authorization
 Number FL #3932



**Eagle Creek P.D.
 Village 1 - (Phase 2)**

Orange County, Florida

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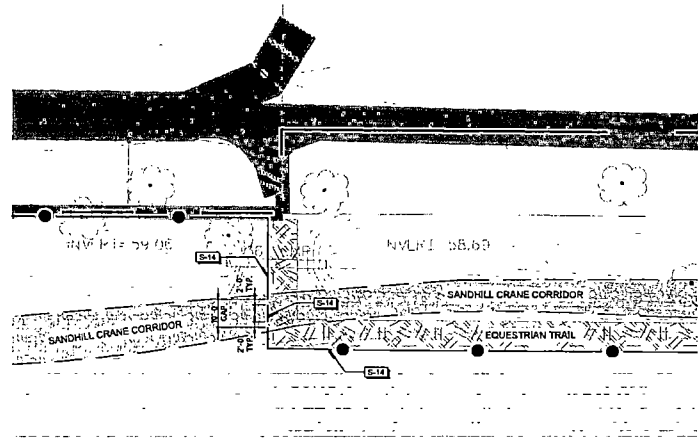
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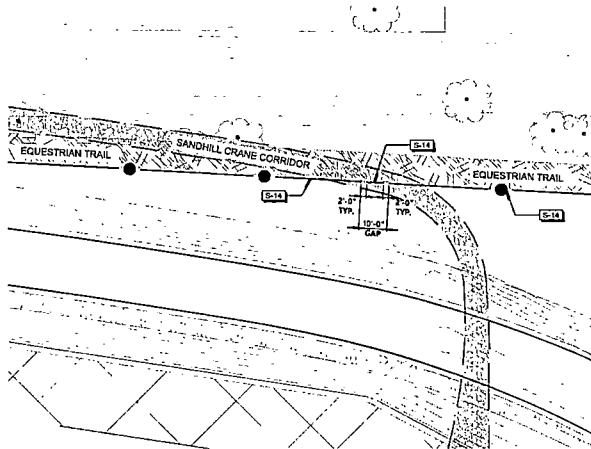
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③ TRACT OS-3 SANDHILL CRANE CORRIDOR CROSSING 'A'
1" = 20'-0"



④ TRACT OS-3 SANDHILL CRANE CORRIDOR CROSSING 'B'
1" = 20'-0"

HARDSCAPE SCHEDULE

E-23 MATERIAL: REINFORCED CONCRETE (EQUESTRIAN GRAB)
SIZE: 4" REINFORCED CONCRETE (SEE CIVIL PLANS)
COLOR: NATURAL
PATTERN: CONTROLLED RANDOM JTS. AS REQUIRED
SEE HARDSCAPE NOTES
FINISH: LIGHT BROOM

SITE FURNISHING SCHEDULE

E-27 MATERIAL: 6" BENCH
PRODUCT # BENCH 183
MANUFACTURER: DUMOR SITE FURNISHINGS
SIZE: 6"
COLOR: BLACK
FINISH: POWDER COATED STEEL
CONTACT: WWW.DUMOR.COM
NOTE: INSTALL PER MANUFACTURER'S RECOMMENDATIONS

E-28 MATERIAL: FRASH RECEPTACLE
PRODUCT # STEELITE 88 BENCH (FRF-30)
MANUFACTURER: VICTOR STANLEY
SIZE: 36" DIA.
COLOR: BLACK
FINISH: POWDER COATED STEEL
CONTACT: WWW.VICTORSTANLEY.COM
NOTE: INSTALL PER MANUFACTURER'S RECOMMENDATIONS

E-44 MATERIAL: BIKER BACK
PRODUCT #: BIKER BACK 282 - SURFACE MOUNTED
(OR APPROVED EQUAL)
MANUFACTURER: DUMOR SITE FURNISHINGS
SIZE: 34" x 54" W
COLOR: BLACK
FINISH: POWDER COATED STEEL
CONTACT: WWW.DUMOR.COM

E-27 MATERIAL: PET WHITE STATION
MANUFACTURER: DODGIPO
WWW.DODGIPO.COM
PRODUCT: ALUMINUM PET STATION (P192-1)
NOTE: INSTALL PER MANUFACTURER'S RECOMMENDATIONS

E-14 MATERIAL: 6" FENCE
PRODUCT: CHAINLINK FENCE
MANUFACTURER: FLORIDA FENCE PRODUCTS, INC. (407-425-4444)
SIZE: 8'-0" HT.
COLOR: BLACK
FINISH: VINYL COATED
PRODUCT: ALUMINUM PICKET FENCE
MANUFACTURER: FLORIDA FENCE PRODUCTS, INC. (407-425-4444)
SIZE: 8'-0" HT.
COLOR: BLACK
FINISH: POWDER COAT



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**Eagle Creek P.D.
Village I - (Phase 2)**

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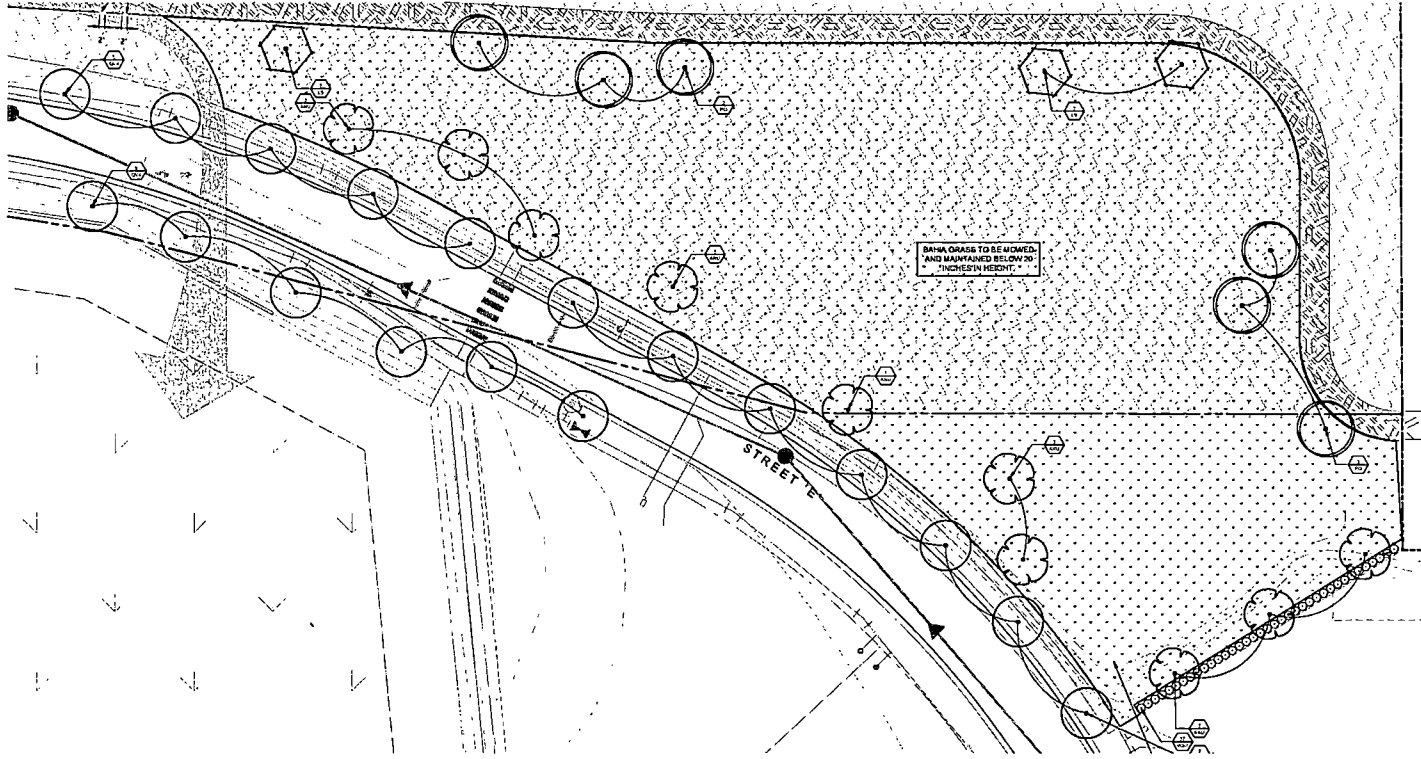
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**Hardscape
Plan**

This Plan has been electronically signed and sealed by Christopher James Felt, P.E. on Dec. 21, 2020 using a digital signature. Printed copies of this document are not considered signed and valid and the signature must be verified on any electronic copies.

L1.01

I:\work\lanscape\Orlando\1592.32\sheet 1 plan-land.dwg (C:\Program Files\Autodesk\AutoCAD 2019\AutoCAD.exe) (Phase 2)\1592.32-vh-1-LA_PN2-landscape.dwg



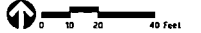
LANDSCAPE SCHEDULE

TREE'S	COMMON NAME
ASU	Forest Turf Palm Male
JV-B	Southern Red Cedar
LS	Sweet Gum / Flammula
WH-B	White Bay
PO	American Drymore
OV-7	Southern Live Oak
OV-8	Southern Live Oak
OV4	Southern Live Oak
OS	Slippery Elm Tree
TD-9	Bald Cypress
SHRUBS	COMMON NAME
FO-7	Fire Bush
VO-3	Sweet Viburnum
VO-7	Sweet Viburnum
SHRUB AREAS	COMMON NAME
PLU	Blue Plumage
SBAC	Sand Cord Grass
TFO	Fukushima Grass
ZF	Cornus Fern
AQUATIC PLANTS	COMMON NAME
PH	Medicinal
POD	Pickard Weed
GRASSING COVERS	COMMON NAME
PHO	Baha Grass
SGP	*Florant St. Augustine Grass



vhb.com
 225 E. Robinson Street
 Suite 300
 Orlando, FL 32801
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① TRACT OS-4 LANDSCAPE PLANTING PLAN
1" = 20'-0"



**Eagle Creek P.D.
Village I - (Phase 2)**

Orange County, Florida

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Permitting December 2020

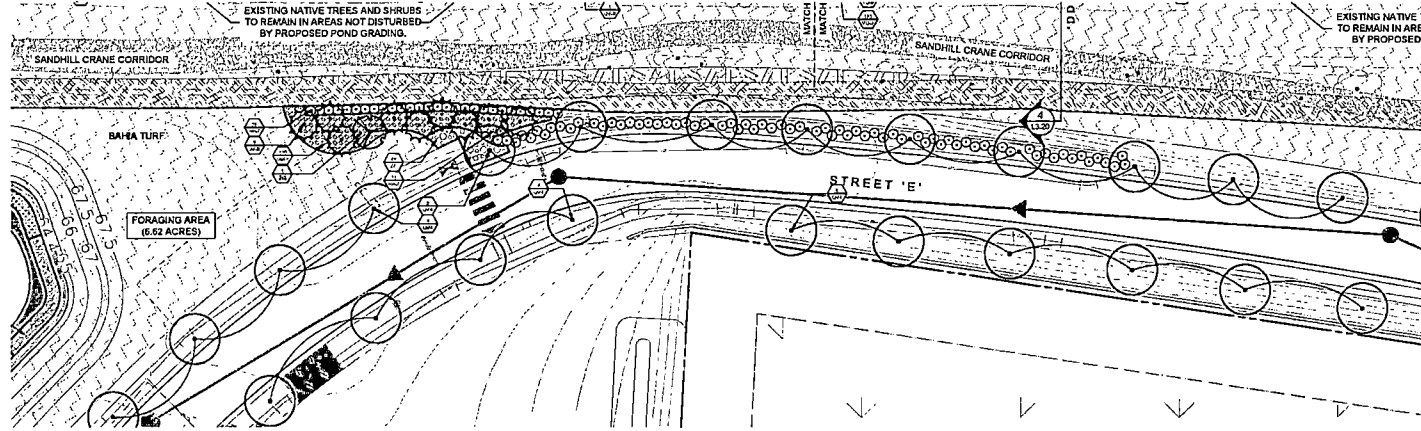
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Landscape Planting Plan

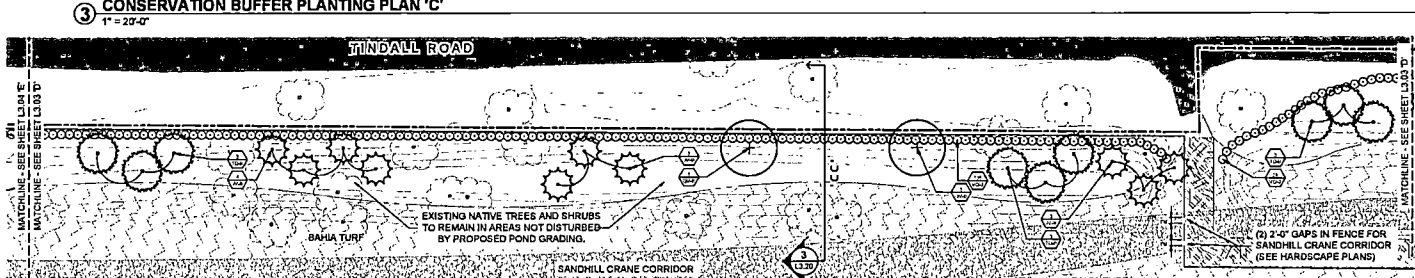
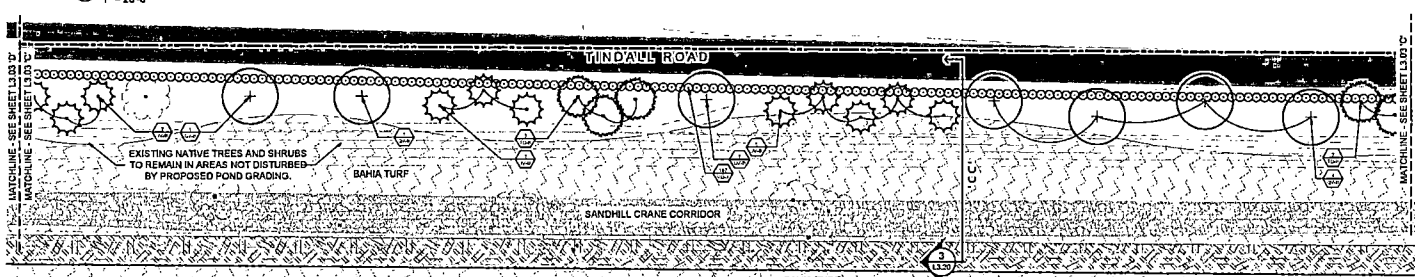
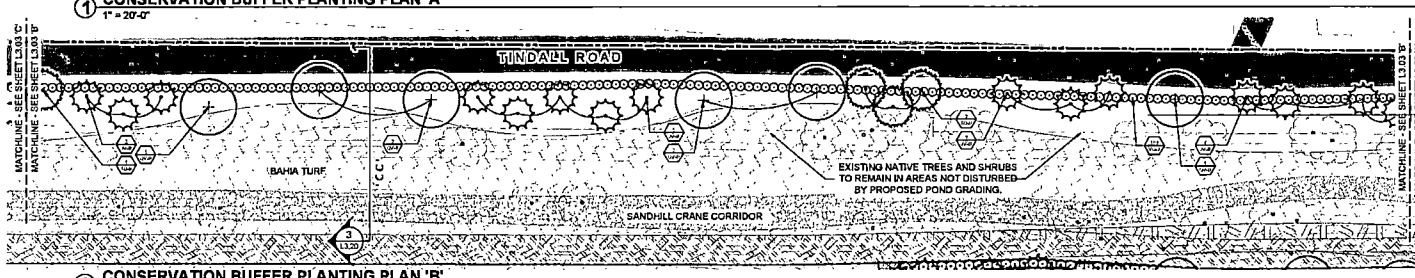
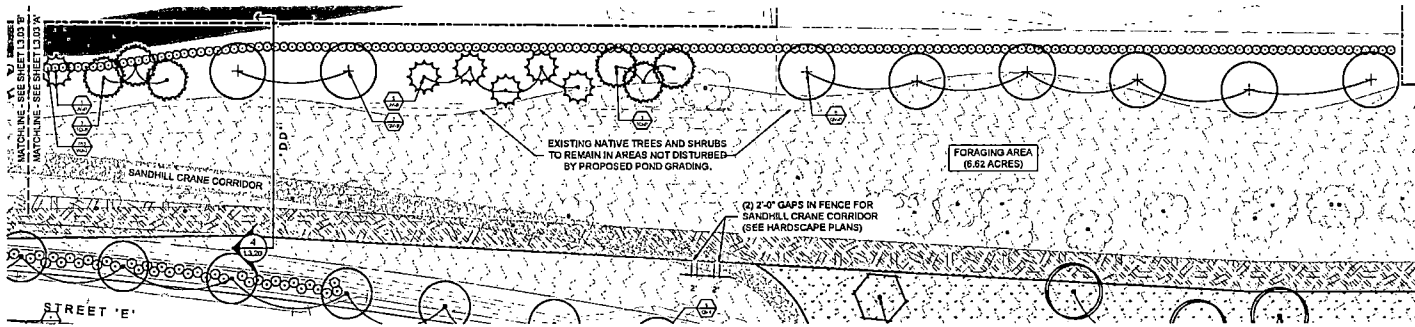
This form has been electronically signed and sealed by Christy Lee Eames Taylor, P.E. on Dec. 21, 2020 using a digital signature. If there is a change to this document, it must be re-signed and re-sealed and the signature must be verified on any digital scale.

L3.02

Sheet: Thursday, December 10, 2020 2:05:07 PM 15:07:11, Plotfile: hwbv, December 21, 2020 15:03:38 PM 15:11, Sheet:



② TRACT OS-4 LANDSCAPE PLANTING PLAN
1" = 20'-0"



LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME
ASU	Florida Flame Red Maple
ASB	Swathum Red Cedar
LS	Swathum Gum 'Redumbler'
MA-6	Swathum Elm
PO	American Broomrape
QW-2	Swathum Live Oak
QW-9	Swathum Live Oak
QW-6	Swathum Live Oak
OT	Swathum Live Oak
TD-B	Bald Cypress
PL-1	Swathum Live Oak
PL-2	Swathum Live Oak
PL-3	Swathum Live Oak
PL-4	Swathum Live Oak
PL-5	Swathum Live Oak
PL-6	Swathum Live Oak
PL-7	Swathum Live Oak
PL-8	Swathum Live Oak
PL-9	Swathum Live Oak
PL-10	Swathum Live Oak
PL-11	Swathum Live Oak
PL-12	Swathum Live Oak
PL-13	Swathum Live Oak
PL-14	Swathum Live Oak
PL-15	Swathum Live Oak
PL-16	Swathum Live Oak
PL-17	Swathum Live Oak
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PL-97	Swathum Live Oak
PL-98	Swathum Live Oak
PL-99	Swathum Live Oak
PL-100	Swathum Live Oak



Eagle Creek P.D. Village I - (Phase 2)

Orange County, Florida

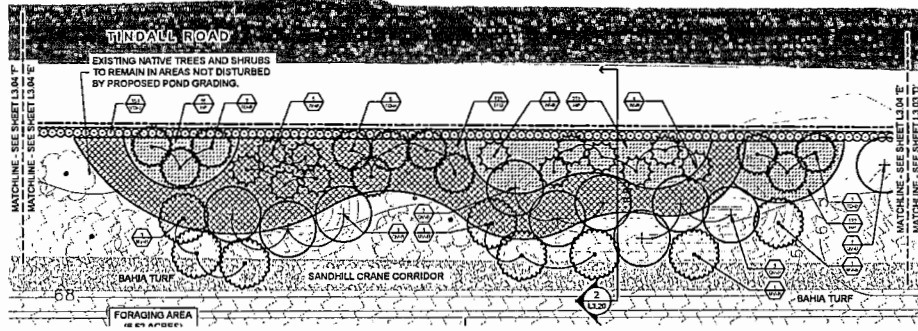
Designed by: ST Created by: CB
 Date: Date: December 2020
 Permitting

NOT FOR CONSTRUCTION
 Landscape Planting Plan

This sheet has been electronically signed and sealed by Christopher E. Jones, P.E. on Dec. 21, 2020 using a digital signature. Printed copies of this document are not considered original and sealed and the signature must be verified on any sheet to be copied.

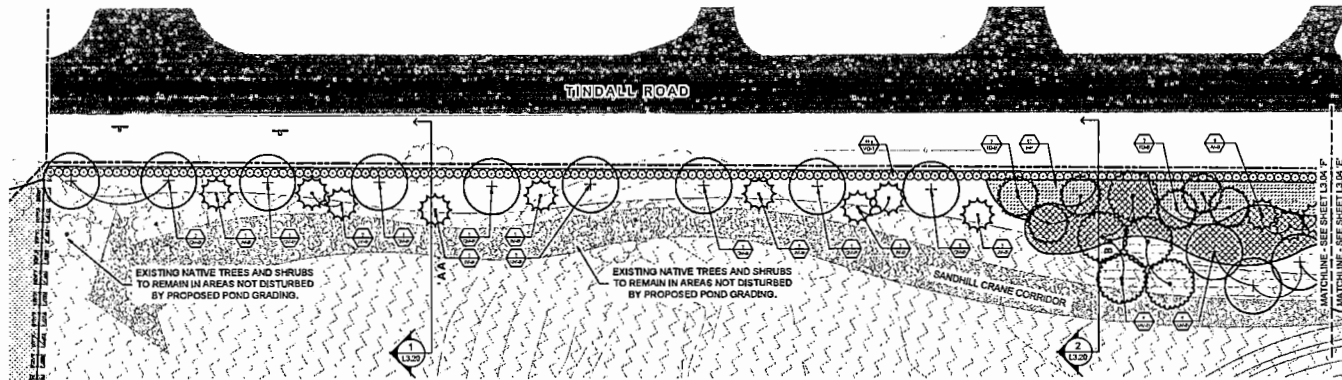
L3.03

DATE: Dec. 21, 2020 PROJECT NO: 61592.32



1 CONSERVATION BUFFER PLANTING PLAN 'E'

1" = 20'-0"

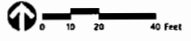


2 CONSERVATION BUFFER PLANTING PLAN 'F'

1" = 20'-0"

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME
TR	Turkey Oak
AV	American Sycamore
LA	Loblolly Shortleaf Pine
SL	Southern Live Oak
MA	Magnolia
PO	Palm
CA	Carolina Yew
DO	Dwarf Oak
SH	Shrub
TD	Tall Dogwood
ST	Shrub
VO	Vegetation
VO-1	Vegetation
VO-2	Vegetation
VO-3	Vegetation
VO-4	Vegetation
VO-5	Vegetation
VO-6	Vegetation
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VO-98	Vegetation
VO-99	Vegetation
VO-100	Vegetation



Eagle Creek P.D. Village I - (Phase 2)

Orange County, Florida

 Date: _____

Designed by: ST
 Checked by: CB
 Date: December 2020

Permitting

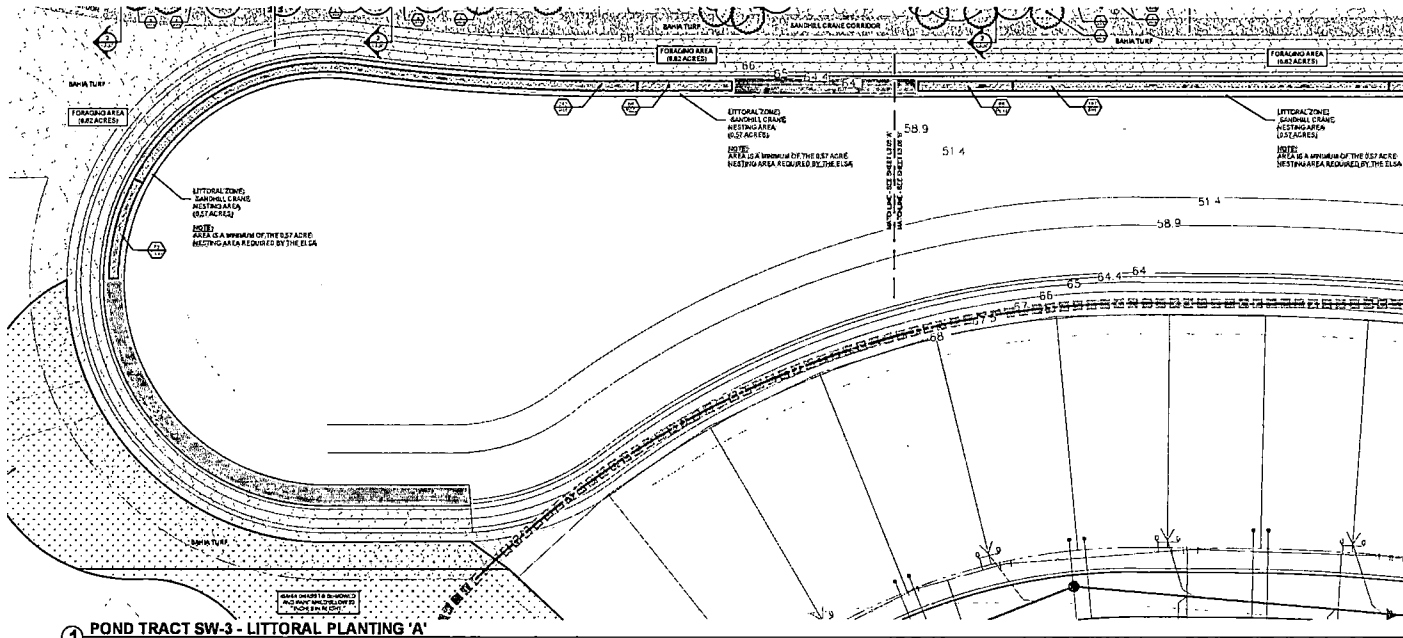
NOT FOR CONSTRUCTION

Landscape Planting Plan

This item has been electronically signed and sealed by Christopher James Taylor, P.E. on Dec. 21, 2020 using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
 Drawing Number

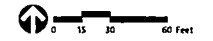
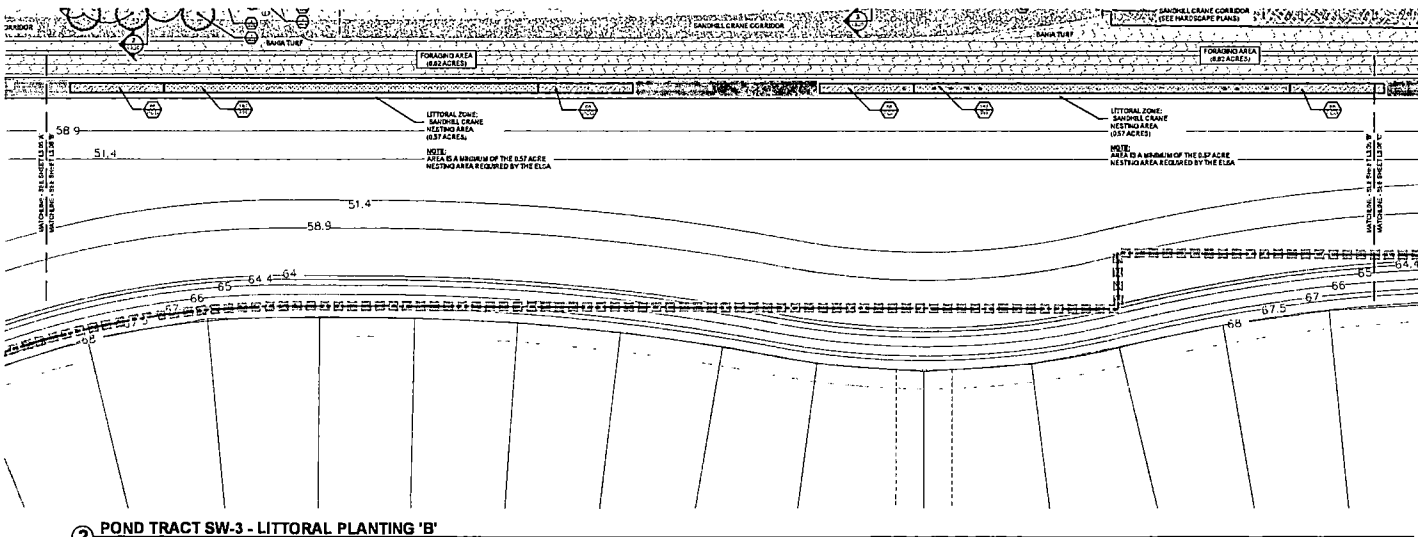
L3.04

Christopher James Taylor
 License Number: LA 6667432
 DATE: Dec. 21, 2020
 Project Number: 61592.32



LANDSCAPE SCHEDULE

TREE#	COMMON NAME
TR01	Florida Flame Red Maple
TR02	Southern Red Cedar
TR03	Sweet Gum 'Roburdon'
TR04	Sweet Bay
TR05	American Sycamore
TR06	Southern Live Oak
TR07	Southern Live Oak
TR08	Southern Live Oak
TR09	Gulf Stream Live Oak
TR10	Ball Cypress
TR11	Common Name
TR12	Fire Bush
TR13	Sweet Viburnum
TR14	Sweet Viburnum
SHRUB AREAS	COMMON NAME
SHR01	Shrub Fire Bush
SHR02	Blue Plumage
SHR03	Sand Dune Grass
SHR04	Fatmosses Grass
SHR05	Coastal Fern
PLANTING PLANT#	COMMON NAME
PL01	Planting
PL02	Planting
GROUND COVER#	COMMON NAME
GC01	Ground Cover



Eagle Creek P.D. Village I - (Phase 2)

Orange County, Florida

No. _____ Revision _____ Date _____
 Drawn by _____ ST _____
 Checked by _____ C3 _____
 Date _____
 Permitting _____ December 2020

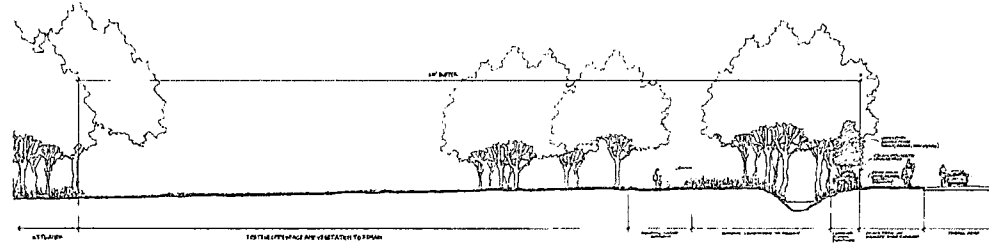
NOT FOR CONSTRUCTION

Landscape Planting Plan

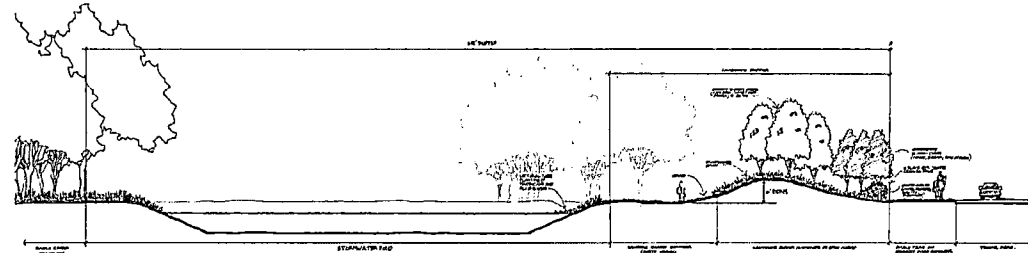
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L3.05

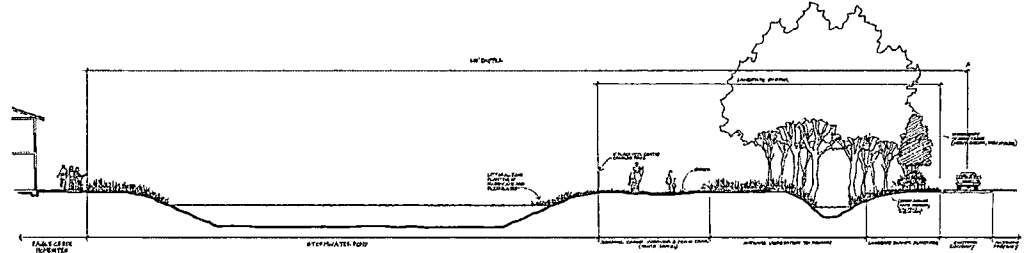
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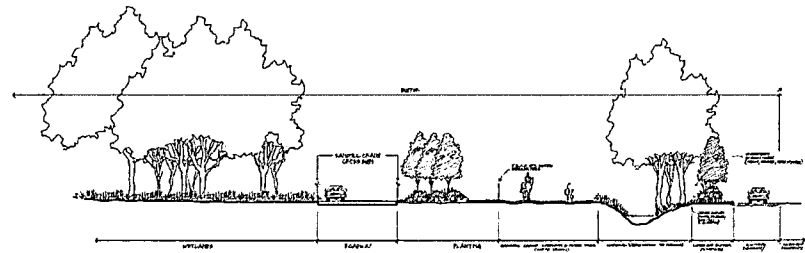
① TINDALL ROAD CROSS SECTION 'A-A'
N.T.S.



② TINDALL ROAD CROSS SECTION 'B-B'
N.T.S.



③ TINDALL ROAD CROSS SECTION 'C-C'
N.T.S.



④ TINDALL ROAD CROSS SECTION 'D-D'
N.T.S.

**Eagle Creek P.D.
Village I - (Phase 2)**

Orange County, Florida

Drawn by	ST	Checked by	CB
Date		Date	December 2020
Permitting			

NOT FOR CONSTRUCTION
Landscape Buffer
Cross-Sections

This has not been electronically signed and sealed by Christopher Yehon, P.E., FLS on Dec. 21, 2020 using a digital signature. Printed copies of this document are not electronically signed and sealed and the signature must be verified on any electronic copies.

L3.20

Christopher Yehon, P.E.
LA 6561412
DATE: Dec. 21, 2020
Project Number: 61592.32

Exhibit “C”

Notice of ELSP Preservation and Maintenance

The property that is described on the attached Exhibit “A” (the “Property”) is located within the Innovation Way Overlay in Orange County, Florida. Please be advised that all property located within Innovation Way Overlay is subject to the requirement of Orange County Code, Chapter 15, Article XVIII, the Environmental Land Stewardship Program Ordinance (the “ELSP Ordinance”). The ELSP Ordinance provides that all development approvals in the Innovation Way Overlay are contingent upon preservation of Stewardship Lands, as defined in the ELSP Ordinance. Such preservation requires a management plan, which may include certain continuing resource management practices, including, but not limited to: ecological burning, pesticide and herbicide use, exotic plant and animal removal, use of heavy equipment and machinery, and other practices as may be deemed necessary for property resource management.

Exhibit "D"

Environmental Land Stewardship Program Disclosure Statement

The following Disclosure Statement shall be in conspicuous type and shall be contained in a single document that shall be provided to the purchaser separately from the contract for purchase and sale and the other documents. The disclosure type shall be conclusively deemed conspicuous if it is all uppercase letters and typed in at least twelve-point typeface.

IF YOU ARE BUYING PROPERTY WITHIN THE INNOVATION WAY OVERLAY IN ORANGE COUNTY, YOU SHOULD KNOW THESE BASIC FACTS:

1. PROPERTY IN THE INNOVATION WAY OVERLAY IS SUBJECT TO THE REQUIREMENTS OF ORANGE COUNTY, CHAPTER 15, ARTICLE XVIII, THE ENVIRONMENTAL LAND STEWARDSHIP PROGRAM ("ELSP ORDINANCE").
2. THE ELSP ORDINANCE PROVIDES THAT ALL DEVELOPMENT APPROVALS IN THE INNOVATION WAY OVERLAY ARE CONTINGENT UPON PRESERVATION OF STEWARDSHIP LANDS, AS DEFINED IN THE ORDINANCE.
3. THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED ADJACENT TO OR IN CLOSE PROXIMITY TO PROPERTY DESIGNATED AS STEWARDSHIP LANDS EITHER NOW OR IN THE FUTURE. STEWARDSHIP LANDS ARE SUBJECT TO MANAGEMENT PLANS THAT MAY INCLUDE CERTAIN CONTINUING RESOURCE MANAGEMENT PRACTICES INCLUDING, BUT NOT LIMITED TO: ECOLOGICAL BURNING, PESTICIDE AND HERBICIDE USE, EXOTIC PLANT AND ANIMAL REMOVAL, USE OF HEAVY EQUIPMENT AND MACHINERY, AND OTHER PRACTICES AS MAY BE DEEMED NECESSARY FOR PROPERTY RESOURCE MANAGEMENT.
4. BEFORE YOU SIGN A CONTRACT BE SURE THAT YOU RECEIVE WRITTEN INFORMATION ABOUT THE ELSP AND HOW IT AFFECTS THE PROPERTY YOU ARE PURCHASING.

I HAVE READ AND UNDERSTAND THE DISCLOSURE PROVIDED IN THIS DISCLOSURE STATEMENT PRIOR TO EXECUTION OF A CONTRACT TO PURCHASE ANY PROPERTY WITHIN THE INNOVATION WAY OVERLAY.

[Signature of Purchaser]

[Print Name of Purchaser]

Exhibit "E"

Management Plan

Exhibit 8: Florida Sandhill Crane Foraging and Nesting Areas Description (revised December 9, 2020)

Nesting Areas

To increase the potential available nesting area for the Florida sandhill crane, the developer is volunteering to plant suitable habitat along the littoral zone of the stormwater pond within the 200-foot buffer in the northeast region. The littoral zone segments of this pond will be planted with a combination of pickerelweed (*Pontederia cordata*) and maidencane (*Panicum hemitomon*). These species will be planted from the Normal Control Level (NCL) down to 2 feet below NCL. A sign will be placed on the pond bank at the ends of each planted segment to inform residents and maintenance crews to reduce their access within the planted area between the months of January and July (the observed sandhill crane nesting season). Mowing frequency adjacent to these areas will be decreased during the nesting season and only allowed if the height of the field grasses is becoming unmanageable for normal maintenance equipment or the height exceeds 20 inches (the recommended maximum vegetation height for suitable sandhill crane foraging). These maintenance practices will limit disturbance to nesting sandhill cranes and provide an immediately-adjacent foraging area for newly hatched chicks.

A sandhill crane nest survey will be conducted prior to any construction adjacent to the ELSP stormwater pond littoral zone planting area during the January to August nesting season, and at the start of the nesting season every year thereafter. If nesting cranes are observed, the permittee will contact the Florida Fish and Wildlife Conservation Commission to discuss best management practices or permitting needs for activities around the nest.

Foraging Areas

The open space areas within the 200-foot buffer have been slated to be maintained as potential sandhill crane suitable foraging habitat. These areas will be mowed and maintained as open fields with low vegetation. Pasture grasses will be planted in bare areas and native trees and large shrubs may remain. All other exotic trees and underbrush will be cut down or mowed. The grassed areas will be maintained so that the height of the herbaceous vegetation does not exceed 20 inches (the recommended maximum height for suitable sandhill crane foraging).

Traveling Corridors

Designs have been proposed to provide corridors for sandhill cranes traveling within the 200-foot buffer, between Wetland 3 and Wetland 1 (see ELSP **Exhibits 2** through **6** for location and cross-sections). The northern 50 feet of the 200-foot buffers will be planted with trees and shrubs as part of an agreement with the neighboring properties. The southern 150 feet will include the stormwater pond and additional maintained grassed corridors for the movement of sandhill cranes. The grassed corridor will be maintained so the herbaceous vegetation does not exceed a height of 20 inches.

Additional Upland Buffer Requirements

Additional plantings will occur along portions of the landward edge of the upland buffers adjacent to Wetlands 1 and 2. These will include wax myrtles (*Myrica cerifera*) or other equivalent native shrubs planted to provide a screen from the adjacent residential homes. However, no mowing or maintenance is proposed here since the upland buffers are protected and are required to be maintained in their natural state.