



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: April 13, 2022

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

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

FROM: Tamara Pelc, Program Manager - Development *TP/MTC*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of Conservation and Access Easement by Laura L. Beytes and Christopher K. Beytes and Orange County and authorization for the Real Estate Management Division to disburse funds to pay recording fees and record instrument

PROJECT: Beytes – Single Family Residence (CAI-20-12-074)

District 5

PURPOSE: To provide for a Conservation and Access Easement pursuant to the requirements of CAI-20-12-074.

ITEMS: Conservation and Access Easement
Cost: None/Dedication
Size: 2.29 acres

FUNDS: \$129.70 Payable to Orange County Comptroller
(for recording fees)

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

Real Estate Management Division

Agenda Item 2

April 13, 2022

Page 2

REMARKS:

To preserve wetlands in order to construct a new single-family residence and associated infrastructure to meet the requirements of permit CAI-20-12-074.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 26 2022

Project: Beytes – Single Family Residence (CAI-20-12-074)

Parcel Identification Number
a portion of: 23-23-32-9630-00-510

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 23rd day
of February, 2022, by Laura L. Beytes and Christopher K. Beytes, wife and husband
whose address is 1 S Conway Ct., South Elgin, IL 60177-2398 (“GRANTORS”), in favor of
Orange County, a charter county and political subdivision of the State of Florida, whose address
is Post Office Box 1393, Orlando, Florida 32802-1393 (“GRANTEE”).

WITNESSETH:

WHEREAS, GRANTORS solely own in fee simple certain real property in Orange
County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated by
this reference (the “PROPERTY”); and

WHEREAS, GRANTORS desire to construct Beytes – Single Family Residence (the
“PROJECT”) at a site in unincorporated Orange County, which is subject to the regulatory
jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. CAI-20-12-074 (the “PERMIT”) authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

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

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

NOW, THEREFORE, in consideration of TEN DOLLARS in hand paid by GRANTEE to GRANTORS, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes (2019), as it may be amended, GRANTORS hereby voluntarily grant and convey to GRANTEE a conservation easement in perpetuity over the PROPERTY of the nature and character and to the extent hereinafter set forth (the “CONSERVATION EASEMENT”). In exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, GRANTORS hereby voluntarily grant and convey to GRANTEE an access easement in perpetuity over the PROJECT to the extent hereinafter set forth (the “ACCESS EASEMENT”). GRANTORS fully warrant title to the PROPERTY and to the PROJECT, and will warrant and defend the same against the lawful claims of all persons whomsoever. Collectively, the CONSERVATION EASEMENT and the ACCESS EASEMENT are referred to as the “CONSERVATION AND ACCESS EASEMENT”.

1. **Purpose.** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in

accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

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

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

- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

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

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

5. **Rights of GRANTEE.** To accomplish the purposes stated herein, GRANTORS convey the following rights and easements to GRANTEE:

(a) **ACCESS EASEMENT.** To enter on, over and through a portion of the PROJECT as more particularly described in **Exhibit “B”** attached hereto and incorporated by this reference (the “ACCESS AREA”) for the purpose of vehicular and pedestrian ingress and egress over and across the ACCESS AREA as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT.

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

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

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

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

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

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

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

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

11. **Governing Law; Venue.** The laws of the State of Florida shall govern this CONSERVATION AND ACCESS EASEMENT. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this CONSERVATION AND ACCESS EASEMENT shall lie in the court of competent jurisdiction in and for Orange

Project: Beytes – Single Family Residence (CAI-20-12-074)

County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

12. Attorney's Fees; Waiver of Jury Trial. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this CONSERVATION AND ACCESS EASEMENT, or the breach, enforcement, or interpretation of this CONSERVATION AND ACCESS EASEMENT, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS CONSERVATION AND ACCESS EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

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

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

time to time:

To the Grantors: Laura L. Beytes and Christopher K. Beytes
1 S Conway Ct.
South Elgin, IL 60177-2398

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

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

16. **Miscellaneous.** This CONSERVATION AND ACCESS EASEMENT contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth or referenced herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. The section headings in this CONSERVATION AND ACCESS EASEMENT are for convenience only, shall in no way define or limit the scope or content of this CONSERVATION AND ACCESS EASEMENT, and shall not be considered in any construction or interpretation of this CONSERVATION AND ACCESS EASEMENT or any part hereof. Where the sense of this CONSERVATION AND ACCESS EASEMENT requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this CONSERVATION AND ACCESS EASEMENT shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This CONSERVATION AND ACCESS EASEMENT may be executed in counterparts, each of

Project: Beytes – Single Family Residence (CAI-20-12-074)

which shall constitute an original, but all taken together shall constitute one and the same
CONSERVATION AND ACCESS EASEMENT.

[SIGNATURES ON FOLLOWING PAGE]

Project: Beytes – Single Family Residence (CAI-20-12-074)

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

Signed, sealed, and delivered in the presence of:

Laura L. Beytes, an individual

Kathleen A. Wootton
Witness

BY: Laura L. Beytes

Kathleen A. Wootton
Printed Name

Laura L. Beytes
Printed Name

Jennifer A. Zurko
Witness

Jennifer A. Zurko
Printed Name

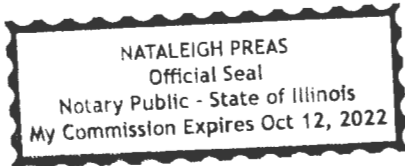
(Signature of TWO Witnesses required by Florida Law)

STATE OF Illinois
COUNTY OF DuPage

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of February 20 22, by Laura L. Beytes, an individual. She is personally known to me or has produced _____ as identification.

(Notary Seal)

Nataleigh Preas
Notary Signature
Nataleigh Preas
Printed Notary Name



Notary Public in and for the
County and State aforesaid
My commission expires: 10/12/2022

IN WITNESS WHEREOF, the said GRANTORS has caused these presents to be signed

in its name.

Signed, sealed, and delivered
in the presence of:

Christopher K. Beytes, an individual

Kathleen A. Wootton
Witness

BY: Christopher K. Beytes

Kathleen A. Wootton
Printed Name

Christopher K. Beytes
Printed Name

Jennifer A. Zurko
Witness

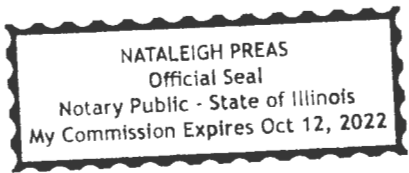
Jennifer A. Zurko
Printed Name

(Signature of **TWO** Witnesses required by Florida Law)

STATE OF Illinois
COUNTY OF DuPage

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 23rd day of February, 2022, by Christopher K. Beytes, an
individual. He is personally known to me or has produced _____ as
identification.

(Notary Seal)



Nataleigh Preas
Notary Signature
Nataleigh Preas
Printed Notary Name

Notary Public in and for the
County and State aforesaid
My commission expires: 10/12/2022

This instrument prepared by: Tamara L. Pelc, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, FL 32802-1393

CONSERVATION EASEMENT

situated in

Section 23, Township 23 South, Range 32 East,
Orange County, Florida

Exhibit "A"

LEGAL DESCRIPTION:

A PORTION OF TRACT 51, ROCKET CITY UNIT 8A, N/K/A CAPE ORLANDO ESTATES UNIT 8A, AS RECORDED IN PLAT BOOK 'Z', PAGES 106-109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT 51, ROCKET CITY UNIT 8A, N/K/A CAPE ORLANDO ESTATES UNIT 8A, AS RECORDED IN PLAT BOOK 'Z', PAGES 106-109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'00" EAST, 416.58 FEET ALONG THE EAST LINE OF SAID TRACT 51 FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°00'00" EAST, 213.89 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID TRACT 51; THENCE RUN SOUTH 90°00'00" WEST, 262.50 FEET ALONG SAID SOUTH LINE OF TRACT 51; THENCE DEPARTING SAID SOUTH LINE RUN THE FOLLOWING 18 COURSES:

NORTH 01°34'49" EAST, 19.10 FEET; THENCE NORTH 40°48'12" WEST, 45.26 FEET;
 THENCE NORTH 01°33'40" WEST, 92.69 FEET; THENCE NORTH 00°10'53" EAST, 115.69 FEET;
 THENCE NORTH 14°50'09" EAST, 47.96 FEET; THENCE NORTH 05°23'53" EAST, 25.50 FEET;
 THENCE NORTH 12°54'42" EAST, 35.69 FEET; THENCE NORTH 37°01'11" EAST, 31.13 FEET;
 THENCE NORTH 64°37'18" EAST, 24.80 FEET; THENCE SOUTH 83°45'43" EAST, 21.51 FEET;
 THENCE SOUTH 79°28'45" EAST, 16.52 FEET; THENCE SOUTH 68°08'44" EAST, 24.87 FEET;
 THENCE SOUTH 64°58'00" EAST, 13.36 FEET; THENCE SOUTH 51°43'23" EAST, 24.26 FEET;
 THENCE SOUTH 51°01'03" EAST, 25.79 FEET; THENCE SOUTH 51°17'58" EAST, 56.04 FEET;
 THENCE SOUTH 43°21'18" EAST, 13.59 FEET; THENCE SOUTH 34°48'51" EAST, 113.75 FEET
 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 99,604 SQUARE FEET, 2.29 ACRES.

SURVEYOR'S NOTES:

1. THIS PROPERTY IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH. NO PROPERTY CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF TRACT 51, ROCKET CITY UNIT 8A, N/K/A, CAPE ORLANDO ESTATES UNIT 8A, AS RECORDED IN PLAT BOOK 'Z', PAGES 106-109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING N90°00'00"E, PER PLAT.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED IN THE FIELD.

TP

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR: CHRIS BEYTES DATE: 7/15/21 SCALE: 1"=100' PROJECT #: 19-02-131-SK0D2 DESIGN: FMH CHECKED: DWH	9/9/21	REVISED PER COMMENTS
	10/18/21	REVISED PER COMMENTS
	DATE	REVISIONS

Phone: (407) 542-4977

L.B. #7821



131 W Broadway, Suite 1001, Oviedo, FL 32765

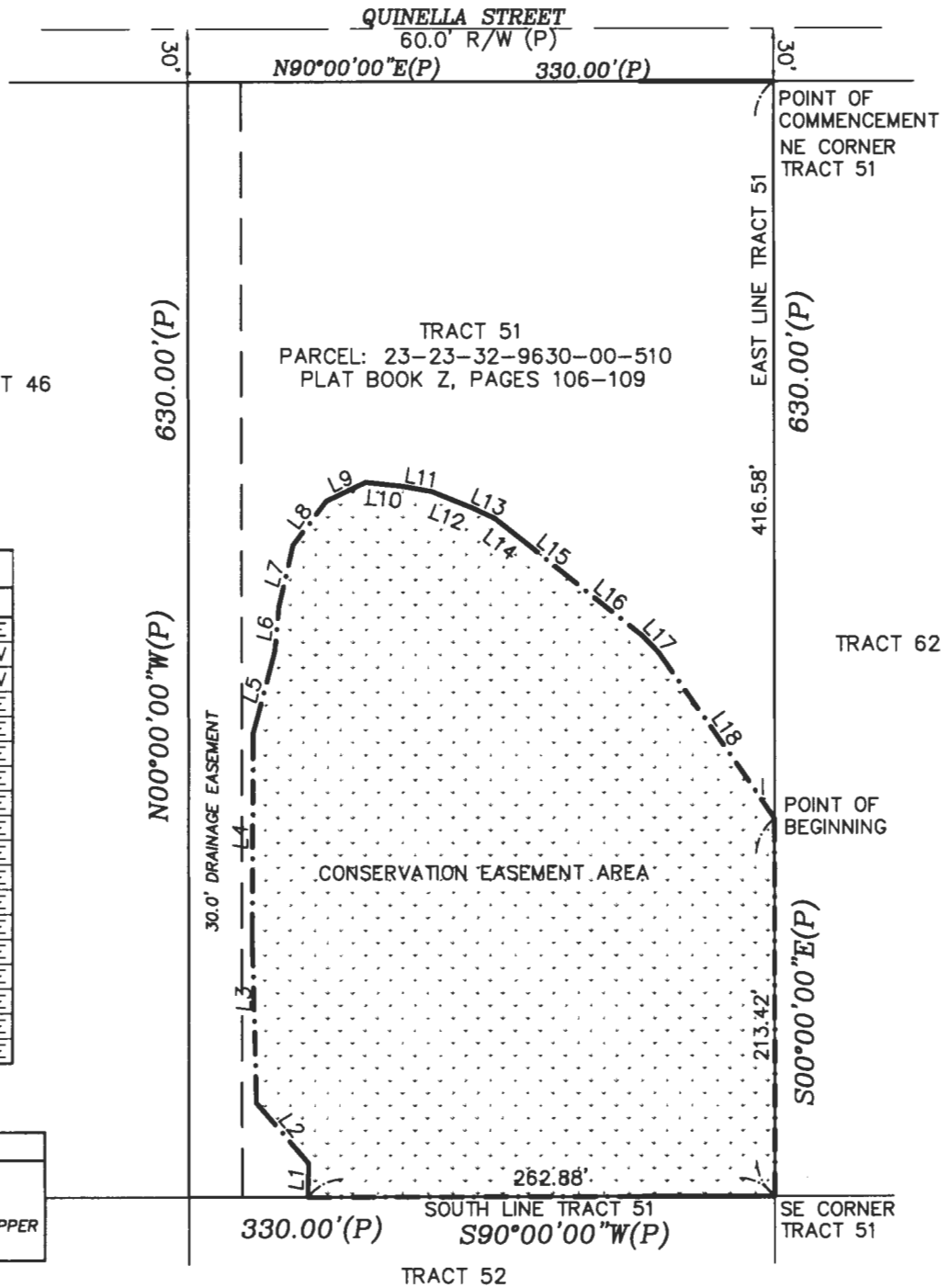
CONSERVATION EASEMENT
situated in
Section 23, Township 23 South, Range 32 East,
Orange County, Florida



TRACT 46

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.10	N01°34'49"E
L2	45.26	N40°48'12"W
L3	92.69	N01°33'40"W
L4	115.69	N00°10'53"E
L5	47.96	N14°50'09"E
L6	25.50	N05°23'53"E
L7	35.69	N12°54'42"E
L8	31.13	N37°01'11"E
L9	24.80	N64°37'18"E
L10	21.51	S83°45'43"E
L11	16.52	S79°28'45"E
L12	24.87	S68°08'44"E
L13	13.36	S64°58'00"E
L14	24.26	S51°43'23"E
L15	25.79	S51°01'03"E
L16	56.04	S51°17'58"E
L17	13.59	S43°21'18"E
L18	113.75	S34°48'51"E


LEGEND	
(P)	= PLAT
R/W	= RIGHT OF WAY
L.B.	= LICENSED BUSINESS
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
K/N/A	= NOW KNOWN AS



MAP OF DESCRIPTION
THIS IS NOT A SURVEY

SHEET 1 OF 2
DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
CHRIS BEYTES
DATE: 7/15/21 SCALE: 1"=100'
PROJECT #: 19-02-131-SKOD1
DESIGN: FMH CHECKED: DWH


 Digitally signed by
 Faun Hoffmeier
 Date: 2021.09.09
 16:29:24 -04'00'
 FAUN M. HOFFMEIER, P.S.M. 9/9/21
 PROFESSIONAL SURVEYOR AND MAPPER #LS6552
 STATE OF FLORIDA

Phone: (407) 542-4977 L.B. #7821



131 W Broadway, Suite 1001, Oviedo, FL 32765

ACCESS EASEMENT
situated in
Section 23, Township 23 South, Range 32 East,
Orange County, Florida

Exhibit "B"

LEGAL DESCRIPTION:

A 10.00 FEET WIDE ACCESS EASEMENT BEING A PORTION OF TRACT 51, ROCKET CITY UNIT 8A, N/K/A CAPE ORLANDO ESTATES UNIT 8A, AS RECORDED IN PLAT BOOK 'Z', PAGES 106-109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 51, ROCKET CITY UNIT 8A, N/K/A CAPE ORLANDO ESTATES UNIT 8A, AS RECORDED IN PLAT BOOK 'Z', PAGES 106-109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" EAST, 45.00 FEET ALONG THE NORTH LINE OF SAID TRACT 51 FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 10.00 FEET, ALONG SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°06'13" EAST, 280.02 FEET TO THE NORTH LINE OF THE CONSERVATION EASEMENT; THENCE RUN THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE CONSERVATION EASEMENT: SOUTH 12°54'42" WEST, 16.92 FEET; THENCE SOUTH 05°23'53" WEST, 25.50 FEET; THENCE SOUTH 14°50'09" WEST, 14.52 FEET; THENCE DEPARTING SAID CONSERVATION EASEMENT RUN NORTH 00°06'13" WEST, 335.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,086 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS PROPERTY IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH. NO PROPERTY CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF TRACT 51, ROCKET CITY UNIT 8A, N/K/A, CAPE ORLANDO ESTATES UNIT 8A, AS RECORDED IN PLAT BOOK 'Z', PAGES 106-109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING N90°00'00"E, PER PLAT.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED IN THE FIELD.

TP

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:

CHRIS BEYTES

DATE: 12/30/21 SCALE: 1"=100'

PROJECT #: 19-02-131-SKOD2

DESIGN: FMH CHECKED: DWH

DATE	REVISIONS

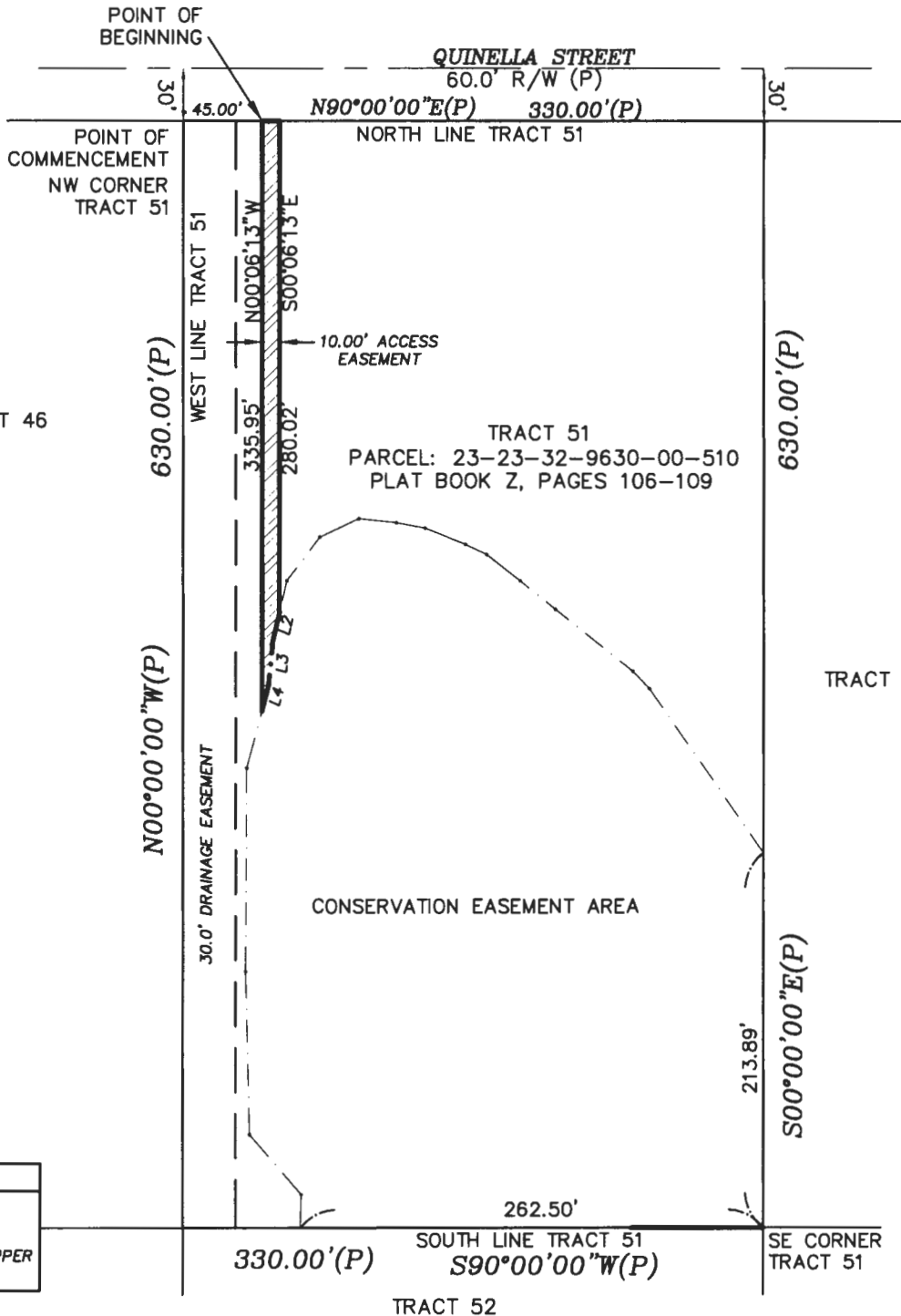
Phone: (407) 542-4977

L.B. #7821



131 W Broadway, Suite 1001, Oviedo, FL 32765

ACCESS EASEMENT
situated in
Section 23, Township 23 South, Range 32 East,
Orange County, Florida



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N90°00'00"E
L2	16.92	S12°54'42"W
L3	25.50	S05°23'53"W
L4	14.52	S14°50'09"W

LEGEND	
(P)	= PLAT
R/W	= RIGHT OF WAY
L.B.	= LICENSED BUSINESS
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
N/K/A	= NOW KNOWN AS

MAP OF DESCRIPTION
THIS IS NOT A SURVEY

SHEET 1 OF 2
DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:

CHRIS BEYTES

DATE: 12/30/21 SCALE: 1"=100'

PROJECT #: 19-02-131-SKOD2

DESIGN: FMH CHECKED: DWB



Digitally signed by
Faun Hoffmeier
Date: 2022.01.10
07:19:08 -05'00'

FAUN M. HOFFMEIER, P.S.M. 1/6/21
PROFESSIONAL SURVEYOR AND MAPPER #LS6552
STATE OF FLORIDA

Phone: (407) 542-4977

L.B. #7821



131 W Broadway, Suite 1001, Oviedo, FL 32765