



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: November 18, 2021

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

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

FROM: Tamara L. Pelc, Senior Title Examiner *TP/WTC*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of Shared Use Pond Easement Agreement by and between Martni Mac Partners, LLC and Orange County and Shared Use Pond Easement Agreement by and between Poinciana FW, LLC and Orange County and authorization to record instruments

PROJECT: Poinciana Boulevard Extension (RAC)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements as a requirement of a road agreement.

ITEMS: Shared Use Pond Easement Agreement (2)
Cost: \$68,107.11 (Impact Fee Credits)
Total size: 8.044 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department
Risk Management Division
Transportation Planning Division

REMARKS: These conveyances are requirements of the Supplement to Poinciana Boulevard Extension Road Network Agreement approved by the Board on September 14, 2021.

Grantor to pay all closing costs.

NOV 30 2021

This Document Prepared by:
Jeffrey Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Return this Document to:
Real Estate Management Division
of Orange County, Florida
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Poinciana Boulevard Extension (RAC)

Parcel Id Nos.:	35-24-28-0000-00-008	35-24-28-0000-00-002
	35-24-28-0000-00-022	35-24-28-0000-00-006
	35-24-28-0000-00-028	35-24-28-5844-00-581
	35-24-28-5844-00-571	35-24-28-0000-00-062
	35-24-28-5844-00-572	35-24-28-5844-00-582
	35-24-28-5844-00-592	35-24-28-5844-00-583
	35-24-28-0000-00-027	

SHARED USE POND EASEMENT AGREEMENT

THIS SHARED USE POND EASEMENT AGREEMENT (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is entered into by and between Martni Mac Partners, LLC, a Florida limited liability company, with its principal place of business at 5555 S. Kirkman Road, Ste. 201, Orlando, Florida 32819 ("Owner") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is P. O. Box 1393, Orlando, Florida 32802-1393 ("County") (Owner and County may hereinafter be collectively referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

In connection with Owner's commercial and/or residential development project (the "Development"), Owner is constructing a new storm water retention pond and associated drainage facilities and outfall structures (collectively, the "Pond Improvements") on Owner's real property, which real property is located in Orange County and more particularly described in the attached and incorporated **Exhibit "A"** (the "Owner's Property").

Owner, as successor-in-interest, and County are parties to that certain Poinciana Boulevard Extension Road Network Agreement, recorded in Official Records Book 5702, Page 3038 of the Public Records of Orange County, Florida, as modified by that certain Supplement to Poinciana Boulevard Extension Road Network Agreement, Poinciana Boulevard Extension, dated September 14, 2021, and recorded in Instrument 20210573143, of the Public Records of Orange County, Florida (collectively, the "Road Agreement").

Pursuant to the Road Agreement, certain public roadway improvements known as the Poinciana Boulevard Extension (the "Roadway") are being constructed in the same general area as the Development.

Owner has requested that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

Owner's predecessor-in-interest granted to County that certain Temporary Drainage Easement, recorded May 24, 2001, in Official Records Book 6265, Page 1446 of the Public Records of Orange County, Florida (the "Temporary Easement"). The easement rights granted by this Agreement shall constitute the permanent drainage easement in a location acceptable to County, as contemplated under the Temporary Easement and, therefore, such Temporary Easement is hereby terminated and is of no further force or effect.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

AGREEMENT

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

2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the "Drainage Easement") over, under, upon, through, and across the real property more particularly described in **Exhibit "B,"** attached hereto and incorporated herein (the "Drainage Easement Area").

3. Construction of Pond Improvements. Owner shall design, engineer, permit, and construct the Pond Improvements, or shall cause same to occur, within the Drainage Easement Area at no cost or expense to County. Owner shall construct the Pond Improvements to County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "Pond Maintenance"), in perpetuity, to County's satisfaction, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements. County acknowledges that, in the interest of continuing the Pond Maintenance in perpetuity, Owner shall assign its maintenance obligations hereunder to the Poinciana Boulevard Property Owner's Association, Inc. (the "Association"), which Association joins in and consents to this Agreement to acknowledge its assumption of the Pond Maintenance obligation.

5. Failure to maintain. In the event Owner fails or refuses to perform the Pond Maintenance to County's satisfaction, County shall have the right, but not the obligation, to enter upon Owner's Property and perform such maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "Pond Access Easement").

6. Permits and compliance; hazardous substances. Owner shall construct the Pond Improvements and perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges which are the subject of this Agreement shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any

hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Owner's Property into or upon the Pond Improvements. In the event of any discharge and/or release not in compliance, as noted herein, Owner shall have thirty (30) days after the discovery of such, whether by Owner, County, or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense.

7. Modification, reconfiguration, or relocation of Pond Improvements and/or Drainage Easement Area. Owner may, upon thirty (30) days prior notice to County and subject to prior written County consent, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area, provided that County's drainage requirements are continuously maintained to County's satisfaction during and after any such modification, reconfiguration, and/or relocation. Any such modification, reconfiguration, and/or relocation shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Owner's failure or refusal to (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 3 and 4 herein, and/or (ii) remedy a non-compliance as contemplated by Section 5 herein, County may assess any and all costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants running with the land. All of the covenants, obligations, terms, agreements, and restriction set forth herein are intended to be, and shall be construed as, covenants running with the Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

10. Continuing lien; delinquent payments. This Agreement shall serve as a continuing lien against the Owner's Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Owner has failed or refused to perform, including as contemplated by Sections 3, 4, 5, and 8, herein. In the even Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the

legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

OWNER: Martni Mac Partners, LLC, a Florida limited liability company
5555 S. Kirkman Road, Suite 201
Orlando, Florida 32819
Attn: Randy Hodge

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: William A. Beckett, Esq.

County: Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: County Administrator

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839
Attn: County Engineer

13. Recordation. This Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: 30 November 2021

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

By: *Emily Rivera*
for Deputy Clerk

WITNESSES:

Amanda

Print Name: Ashley Anka

Barry

Print Name: Barry Frank

“OWNER”

Martni Mac Partners, LLC,
a Florida limited liability company

By: *RCI*
Rashid A. Khatib, Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2021 by Rashid A. Khatib, Manager of Martni Mac Partners, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



Kelly Froelich
Notary Signature

Kelly Froelich
Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: 9/15/23

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Astrid Avila
Print Name: Astrid Avila

Berry French
Print Name: Berry French

Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation

By: [Signature]

Print Name: RANDY HODGE

Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2021 by Randy Hodge, as Vice President of Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the entity. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



[Signature]
Notary Signature

Kelly Froelich
Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: 9/15/23

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Poinciana FW, LLC, a Florida limited liability company, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Astrid Avila
Print Name: Astrid Avila

Barry Frank
Print Name: Barry Frank

Poinciana FW, LLC,
a Florida limited liability company

BY: Intram Investments, Inc.,
a Florida corporation, its Manager

BY: Rashid A. Khatib
Rashid A. Khatib, President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2021 by Rashid A. Khatib, President of Intram Investments, Inc., a Florida corporation, as Manager of Poinciana FW, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



Kelly Froelich
Notary Signature

Kelly Froelich
Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: 9/15/23

Exhibit "A"

Legal description of Owner's Property

The West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4; the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the West 1/2 of the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The West 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida; and

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida;

LESS that portion of Orange County right-of-way as described in that certain Warranty Deed recorded in Official Records Book 6265, Page 1437, of the Public Records of Orange County, Florida.

AND

The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida, LESS the West 65.00 feet thereof.

AND

North 1/2 of Tract 57 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida; LESS Right of Way in favor of Orlando/Orange County Expressway Authority by Warranty Deed recorded in Official Records Book 4819, Page 1059 and re-recorded in Official Records Book 4822, Page 2079, Public Records of Orange County, Florida.

AND

The South 1/2 of Tract 57 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

AND

The Southeast 1/4 Tract 59 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

AND

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East, Orange County, Florida.

AND

Southwest 1/4 of Tract 58 of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

AND

The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 28 East of Orange County, Florida.

AND

The North 1/2 of Tract 58 MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida;

LESS AND EXCEPT that portion for road right of way as set forth in that certain Warranty Deed recorded in Official Records Book 4340, Page 1870, of the Public Records of Orange County, Florida.

AND

The Southeast 1/4 of Tract 58 MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida.

Exhibit “B”

Legal descriptions and sketches of description
of Drainage Easement Area
(4 Pages)

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S89°52'48"E ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 65.05 FEET TO THE EAST LINE OF THE WEST 65.00 FEET OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N02°26'51"E ALONG SAID EAST LINE OF THE WEST 65.00 FEET, 186.39 FEET; THENCE RUN S87°33'09"E, 20.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N02°26'51"E, 136.07 FEET; THENCE RUN S87°33'09"E, 20.00 FEET; THENCE RUN N02°26'51"E, 579.77 FEET; THENCE RUN N88°15'55"W, 40.00 FEET; THENCE RUN N02°26'51"E, 25.00 FEET; THENCE RUN S88°15'55"E, 40.00 FEET; THENCE RUN N02°26'51"E, 49.81 FEET; THENCE RUN S89°17'45"E, 444.94 FEET; THENCE RUN S30°33'27"W, 32.44 FEET; THENCE RUN S51°01'59"W, 73.06 FEET; THENCE RUN S14°32'45"W, 162.87 FEET; THENCE RUN S24°41'09"W, 18.46 FEET; THENCE RUN S50°33'01"E, 64.83 FEET TO A LINE 17.00 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N89°47'15"W ALONG SAID LINE 17.00 FEET NORTH, 157.63 FEET TO A LINE 20.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S02°10'50"W ALONG SAID LINE 20.00 FEET WEST, 647.57 FEET; THENCE RUN N60°30'38"W, 117.44 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°52'40", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 110.36 FEET, A CHORD BEARING OF N67°56'58"W AND A CHORD DISTANCE OF 110.05 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 42°45'00", A RADIUS OF 26.00 FEET, AN ARC LENGTH OF 19.40 FEET, A CHORD BEARING OF N54°00'49"W AND A CHORD DISTANCE OF 18.95 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°28'46", A RADIUS OF 106.00 FEET, AN ARC LENGTH OF 24.94 FEET, A CHORD BEARING OF N39°22'41"W AND A CHORD DISTANCE OF 24.88 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 48°33'55", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 25.43 FEET, A CHORD BEARING OF N21°50'06"W AND A CHORD DISTANCE OF 24.67 FEET TO THE END OF SAID CURVE, ALSO BEING THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.681 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 18164-POND-E.dwg

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

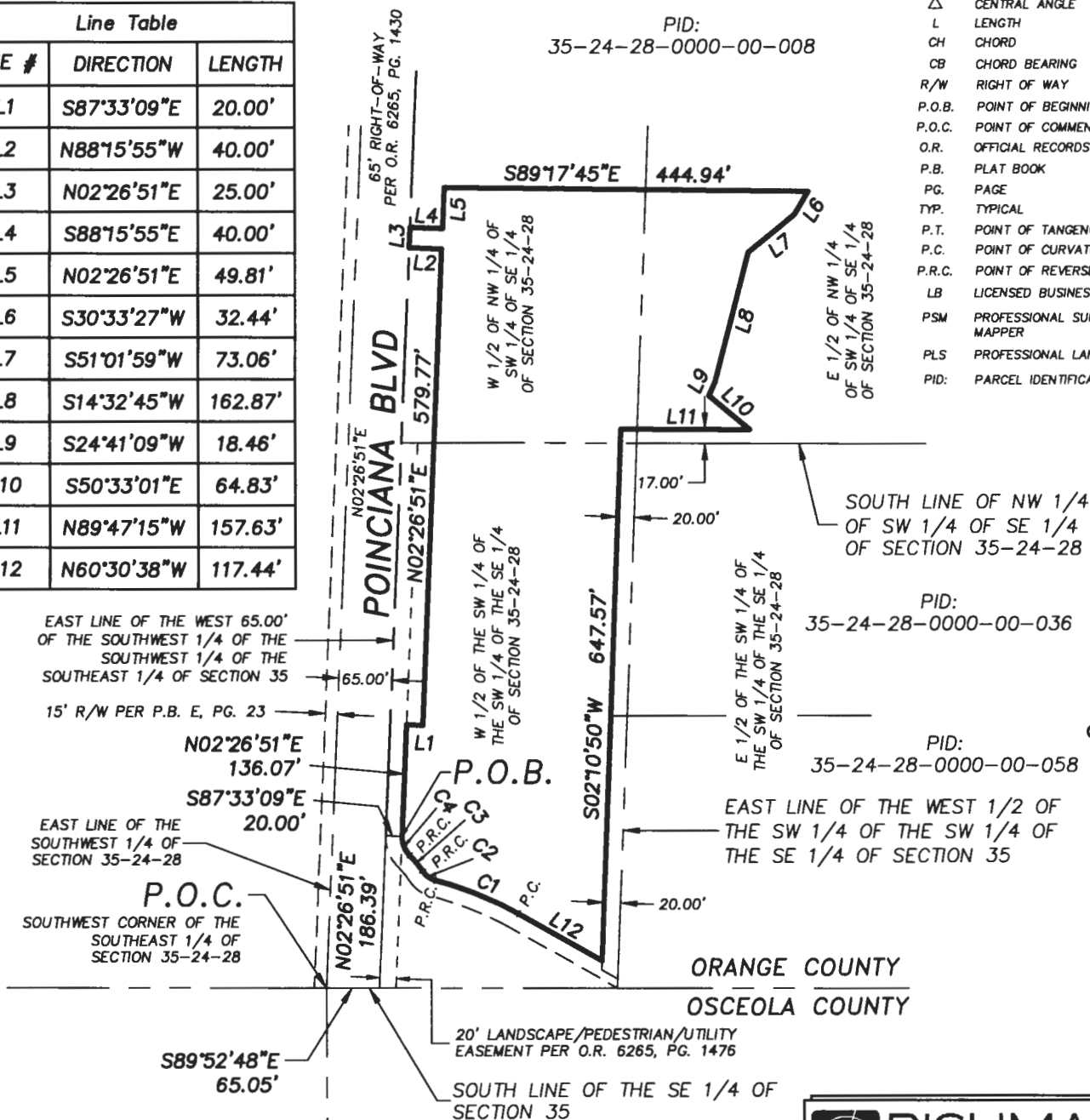
SKETCH OF DESCRIPTION

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°52'40"	425.00'	110.36'	N67°56'58"W	110.05'
C2	42°45'00"	26.00'	19.40'	N54°00'49"W	18.95'
C3	13°28'46"	106.00'	24.94'	N39°22'41"W	24.88'
C4	48°33'55"	30.00'	25.43'	N21°50'06"W	24.67'

Line Table		
LINE #	DIRECTION	LENGTH
L1	S87°33'09"E	20.00'
L2	N88°15'55"W	40.00'
L3	N02°26'51"E	25.00'
L4	S88°15'55"E	40.00'
L5	N02°26'51"E	49.81'
L6	S30°33'27"W	32.44'
L7	S51°01'59"W	73.06'
L8	S14°32'45"W	162.87'
L9	S24°41'09"W	18.46'
L10	S50°33'01"E	64.83'
L11	N89°47'15"W	157.63'
L12	N60°30'38"W	117.44'

LEGEND/ABBREVIATIONS:
NOT ALL SYMBOLS AND ABBREVIATIONS
SHOWN HEREON MAY BE USED

R	RADIUS
Δ	CENTRAL ANGLE
L	LENGTH
CH	CHORD
CB	CHORD BEARING
R/W	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
TYP.	TYPICAL
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER
PLS	PROFESSIONAL LAND SURVEYOR
PID:	PARCEL IDENTIFICATION NUMBER



SCALE 1"=200'

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164-POND-E.DWG

SHEET 2 OF 2



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

This Document Prepared by:
Jeffrey Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Return this Document to:
Real Estate Management Division
of Orange County, Florida
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Poinciana Boulevard Extension

Parcel Id Nos.: 35-24-28-5844-00-871
35-24-28-5844-00-880
35-24-28-5844-01-050

SHARED USE POND EASEMENT AGREEMENT

THIS SHARED USE POND EASEMENT AGREEMENT (the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is entered into by and between Poinciana FW, LLC, a Florida limited liability company, with its principal place of business at 5555 S. Kirkman Road, Ste. 201, Orlando, Florida 32819 ("Owner") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is P. O. Box 1393, Orlando, Florida 32802-1393 ("County") (Owner and County may hereinafter be collectively referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

In connection with Owner's commercial and/or residential development project (the "Development"), Owner is constructing a new storm water retention pond and associated drainage facilities and outfall structures (collectively, the "Pond Improvements") on Owner's real property, which real property is located in Orange County and more particularly described in the attached and incorporated **Exhibit "A"** (the "Owner's Property").

Owner, as successor-in-interest, and County are parties to that certain Poinciana Boulevard Extension Road Network Agreement, recorded in Official Records Book 5702, Page 3038 of the Public Records of Orange County, Florida, as modified by that certain Supplement to Poinciana Boulevard Extension Road Network Agreement,

Poinciana Boulevard Extension, dated September 14, 2021, and recorded in Instrument 20210573143, of the Public Records of Orange County, Florida (collectively, the “Road Agreement”).

Pursuant to the Road Agreement, certain public roadway improvements known as the Poinciana Boulevard Extension (the “Roadway”) are being constructed in the same general area as the Development.

Owner has requested that the Pond Improvements shall be used to serve both the Development and the Roadway, subject to the grant by Owner of certain rights to County, including certain easement interests, and to certain terms and conditions of such shared use, as set forth below.

Owner’s predecessor-in-interest granted to County that certain Temporary Drainage Easement, recorded May 24, 2001, in Official Records Book 6265, Page 1441 of the Public Records of Orange County, Florida (the “Temporary Easement”). The easement rights granted by this Agreement shall constitute the permanent drainage easement in a location acceptable to County, as contemplated under the Temporary Easement and, therefore, such Temporary Easement is hereby terminated and is of no further force or effect.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

AGREEMENT

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

2. Drainage Easement to County. Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the “Drainage Easement”) over, under, upon, through, and across the real property more particularly described in **Exhibit “B,”** attached hereto and incorporated herein (the “Drainage Easement Area”).

3. Construction of Pond Improvements. Owner shall design, engineer, permit, and construct the Pond Improvements, or shall cause same to occur, within the Drainage Easement Area at no cost or expense to County. Owner shall construct the Pond Improvements to County standards and in compliance with all applicable local, state, and

federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the anticipated capacity from both the Development and the Roadway. Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "Pond Maintenance"), in perpetuity, to County's satisfaction, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements. County acknowledges that, in the interest of continuing the Pond Maintenance in perpetuity, Owner shall assign its maintenance obligations hereunder to the Poinciana Boulevard Property Owner's Association, Inc. (the "Association"), which Association joins in and consents to this Agreement to acknowledge its assumption of the Pond Maintenance obligation.

5. Failure to maintain. In the event Owner fails or refuses to perform the Pond Maintenance to County's satisfaction, County shall have the right, but not the obligation, to enter upon Owner's Property and perform such maintenance as County deems necessary, at Owner's expense. Owner hereby grants perpetual access over, upon, under, across, and through the Owner's Property as reasonably necessary for County to exercise its right to perform such maintenance (the "Pond Access Easement").

6. Permits and compliance; hazardous substances. Owner shall construct the Pond Improvements and perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges which are the subject of this Agreement shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Owner's Property into or upon the Pond Improvements. In the event of any discharge and/or release not in compliance, as noted herein, Owner shall have thirty (30) days after the discovery of such, whether by Owner, County, or another person or entity, to remedy such non-compliance. If the non-compliance is not remedied within such 30-day period, County may, but shall not be obligated to, enter upon Owner's Property to remedy the non-compliance, or cause same to occur, at Owner's expense.

7. Modification, reconfiguration, or relocation of Pond Improvements and/or Drainage Easement Area. Owner may, upon thirty (30) days prior notice to County and subject to prior written County consent, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area, provided that County's drainage requirements are continuously maintained to County's satisfaction during and after any such modification, reconfiguration, and/or relocation. Any such modification, reconfiguration, and/or relocation shall be documented and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Owner failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Owner's failure or refusal to (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 3 and 4 herein, and/or (ii) remedy a non-compliance as contemplated by Section 5 herein, County may assess any and all costs and expenses incurred by County against Owner. Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants running with the land. All of the covenants, obligations, terms, agreements, and restriction set forth herein are intended to be, and shall be construed as, covenants running with the Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

10. Continuing lien; delinquent payments. This Agreement shall serve as a continuing lien against the Owner's Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Owner has failed or refused to perform, including as contemplated by Sections 3, 4, 5, and 8, herein. In the event Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Owner's asserted delinquency.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually

received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

OWNER: Poinciana FW, LLC, a Florida limited liability company
5555 S. Kirkman Road, Suite 201
Orlando, Florida 32819
Attn: Randy Hodge

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: William A. Beckett, Esq.

County: Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: County Administrator

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839
Attn: County Engineer

13. Recordation. This Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: *30 November 2021*

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

By: *Emily Reica*
for Deputy Clerk

WITNESSES:

Astrid Avila

Print Name: Astrid Avila

Barry Frank

Print Name: Barry Frank

"OWNER"

Poinciana FW, LLC,
a Florida limited liability company

BY: Intram Investments, Inc.,
a Florida corporation, its Manager

BY: Rashid A. Khatib
Rashid A. Khatib, President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2021 by Rashid A. Khatib, President of Intram Investments, Inc., a Florida corporation, as Manager of Poinciana FW, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



Kelly Froelich
Notary Signature

Kelly Froelich
Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: 9/15/23

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Aster Avila
Print Name: Aster Avila

Barry Frank
Print Name: Barry Frank

Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation

By: *Randy Hodge*

Print Name: RANDY HODGE

Title: V.P.

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2021 by Randy Hodge, as Vice President of Poinciana Boulevard Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the entity. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



Kelly Froelich
Notary Signature

Kelly Froelich
Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: 9/15/23

JOINDER AND CONSENT TO SHARED USE POND EASEMENT AGREEMENT

Martni Mac Partners, LLC, a Florida limited liability company, being granted certain rights by virtue of that certain Declaration of Covenants, Easements & Restrictions for Poinciana Boulevard Master Storm Water System and Sanitary Sewer System, recorded January 14, 2020, as Official Records Document No. 20200026208, of the Public Records of Orange County, Florida ("Declaration"), hereby joins in and consents to the execution and recording of the foregoing Shared Use Pond Easement Agreement and agrees that such Shared Use Pond Easement Agreement shall constitute a valid and lasting encumbrance on the Drainage Easement Area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Astrod Avila
Print Name: Astrod Avila

Barry Frank
Print Name: Barry Frank

Martni Mac Partners, LLC,
a Florida limited liability company

By: Rashid A. Khatib
Rashid A. Khatib, Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2021 by Rashid A. Khatib, as Manager of Martni Mac Partners, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



Kelly Froelich
Notary Signature

Kelly Froelich
Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires: 9/15/23

Exhibit "A"

Legal description of Owner's Property

A parcel of land being a portion of Tracts 87, 88, 105, the North 1/2 of Tract 106, the North 1/2 of Tract 120 and a portion of the 30.00 foot wide right of way of MUNGER LAND COMPANY SUBDIVISION in Section 35, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Southwest corner of said Tract 87 and run North 02 degrees 09 minutes 06 seconds East, along the West line of said Tract 87, for a distance of 170.11 feet; thence run South 89 degrees 53 minutes 29 seconds East for a distance of 560.25 feet to a point of curvature of a curve concave Southerly and having a radius of 46.00 feet; thence through a delta angle of 49 degrees 25 minutes 20 seconds, run Southeasterly along the arc of said curve for a distance of 39.68 feet to a point of reverse curvature of a curve concave Northeasterly and having a radius of 86.00 feet; thence, through a delta angle of 14 degrees 34 minutes 03 seconds, run Southeasterly along the arc of said curve for a distance of 21.87 feet to a point of reverse curvature of a curve concave Southwesterly and having a radius of 46.00 feet; thence through a delta angle of 50 degrees 46 minutes 10 seconds, run Southeasterly along the arc of said curve for a distance of 40.76 feet to a point of compound curvature of a curve concave to the West and having a radius of 2043.00 feet; thence through a delta angle of 06 degrees 30 minutes 16 seconds run South along the arc of said curve for a distance of 231.93 feet to a point of tangency, thence run South 02 degrees 14 minutes 15 seconds West along the East line of said Tracts 105 and 120, for a distance of 885.43 feet to the Southeast corner of the North 1/2 of said Tract 120; thence run South 89 degrees 58 minutes 02 seconds West, along the South line of said North 1/2, for a distance of 314.89 feet to the Southwest corner of said North 1/2; thence run North 02 degrees 11 minutes 41 seconds East along the West line of said Tracts 120 and 105, for a distance of 665.31 feet to the Southeast corner of the North 1/2 of said Tract 106; thence run North 89 degrees 56 minutes 19 seconds West, along the South line of said North 1/2, for a distance of 330.38 feet to the Southwest corner of said North 1/2; thence run North 02 degrees 09 minutes 06 seconds East, along the West line of said Tract 106 and the Northerly extension of said West line, for a distance of 347.93 feet to the Point of Beginning.

Exhibit “B”

Legal description and sketch of description
of Drainage Easement Area

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DESCRIPTION:

A PORTION OF TRACTS 105 AND 106, MUNGER LAND COMPANY SUBDIVISION IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "E", PAGE 23 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 106; THENCE RUN S02°21'40"W ALONG THE WEST LINE OF SAID TRACT 106, 169.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N87°40'30"E, 159.06 FEET; THENCE RUN S89°42'54"E, 295.44 FEET; THENCE RUN S07°44'15"E, 26.91 FEET; THENCE RUN S05°24'30"W, 119.81 FEET; THENCE RUN S01°51'11"W, 149.31 FEET; THENCE RUN N88°04'41"W, 123.40 FEET TO THE EAST LINE OF TRACT 106; THENCE RUN N02°24'15"E ALONG SAID EAST LINE, 120.79 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF TRACT 106; THENCE RUN N89°42'54"W ALONG SAID SOUTH LINE, 330.36 FEET TO THE WEST LINE OF TRACT 106; THENCE RUN N02°21'40"E ALONG SAID WEST LINE, 163.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.120 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 18164-POND-W.dwg

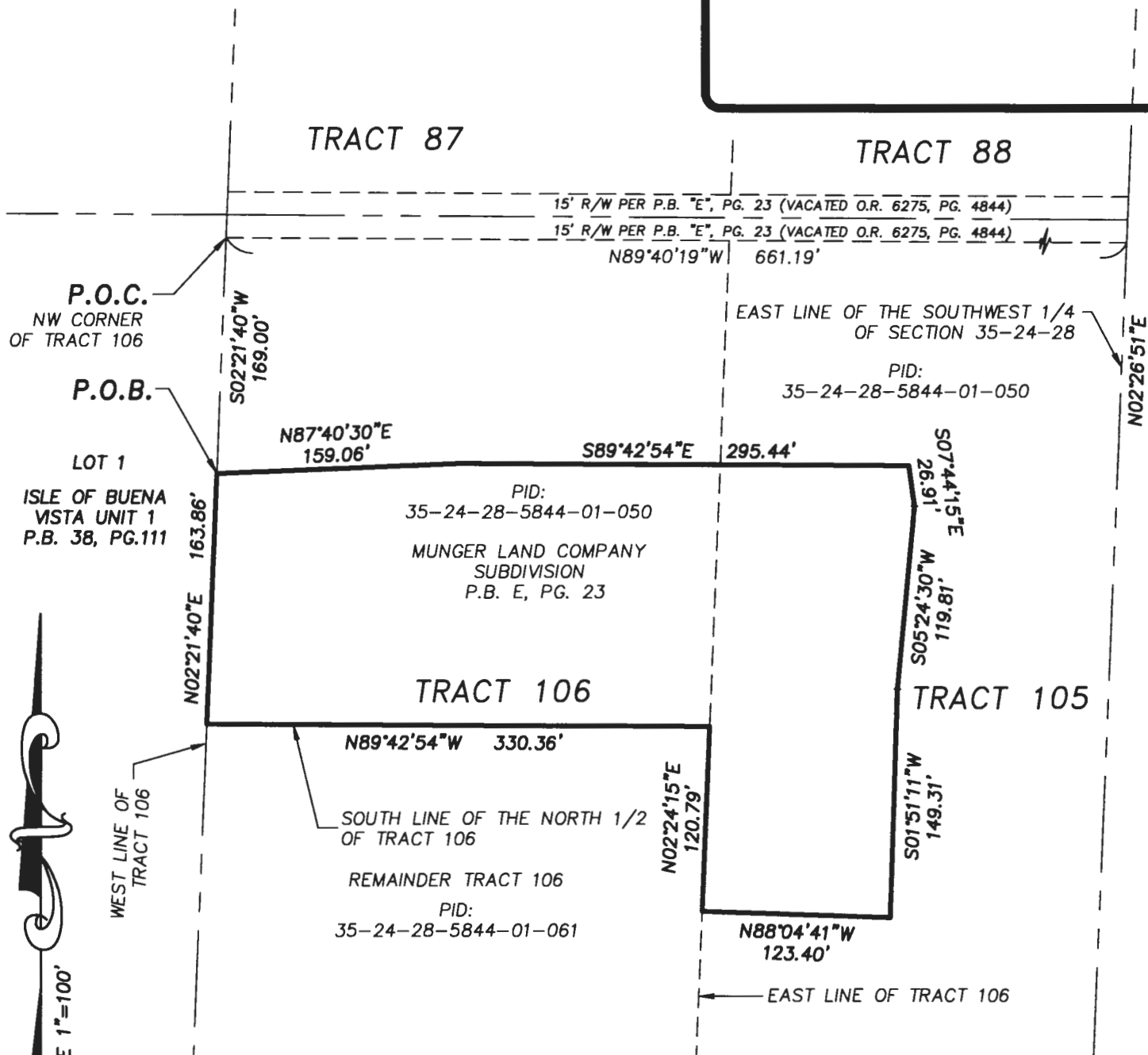
ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION



LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

R RADIUS
 Δ CENTRAL ANGLE
 L LENGTH
 CH CHORD
 CB CHORD BEARING
 R/W RIGHT OF WAY
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 O.R. OFFICIAL RECORDS BOOK

P.B. PLAT BOOK
 PG. PAGE
 TYP. TYPICAL
 P.T. POINT OF TANGENCY
 P.C. POINT OF CURVATURE
 P.R.C. POINT OF REVERSE CURVE
 LB LICENSED BUSINESS
 PSM PROFESSIONAL SURVEYOR & MAPPER
 PLS PROFESSIONAL LAND SURVEYOR
 PID: PARCEL IDENTIFICATION NUMBER



JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
 DRAWING FILE: 18164-POND-W.DWG

SHEET 2 OF 2

CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875

24 11/2/2021

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DESCRIPTION:

A 30.00 FOOT STRIP OF LAND BEING A PORTION OF TRACTS 87 AND 106, MUNGER LAND COMPANY SUBDIVISION IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "E", PAGE 23 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 106; THENCE RUN S02°21'40"W ALONG THE WEST LINE OF SAID TRACT 106, 169.00 FEET; THENCE RUN N87°40'30"E, 30.10 FEET; THENCE RUN N02°21'40"E, 352.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF POINCIANA BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 6265, PAGE 1430, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°41'22"W ALONG SAID SOUTH RIGHT OF WAY LINE, 30.02 FEET TO THE WEST LINE OF AFORESAID TRACT 87; THENCE RUN S02°21'40"W ALONG SAID WEST LINE, 184.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.243 ACRES MORE OR LESS.



SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

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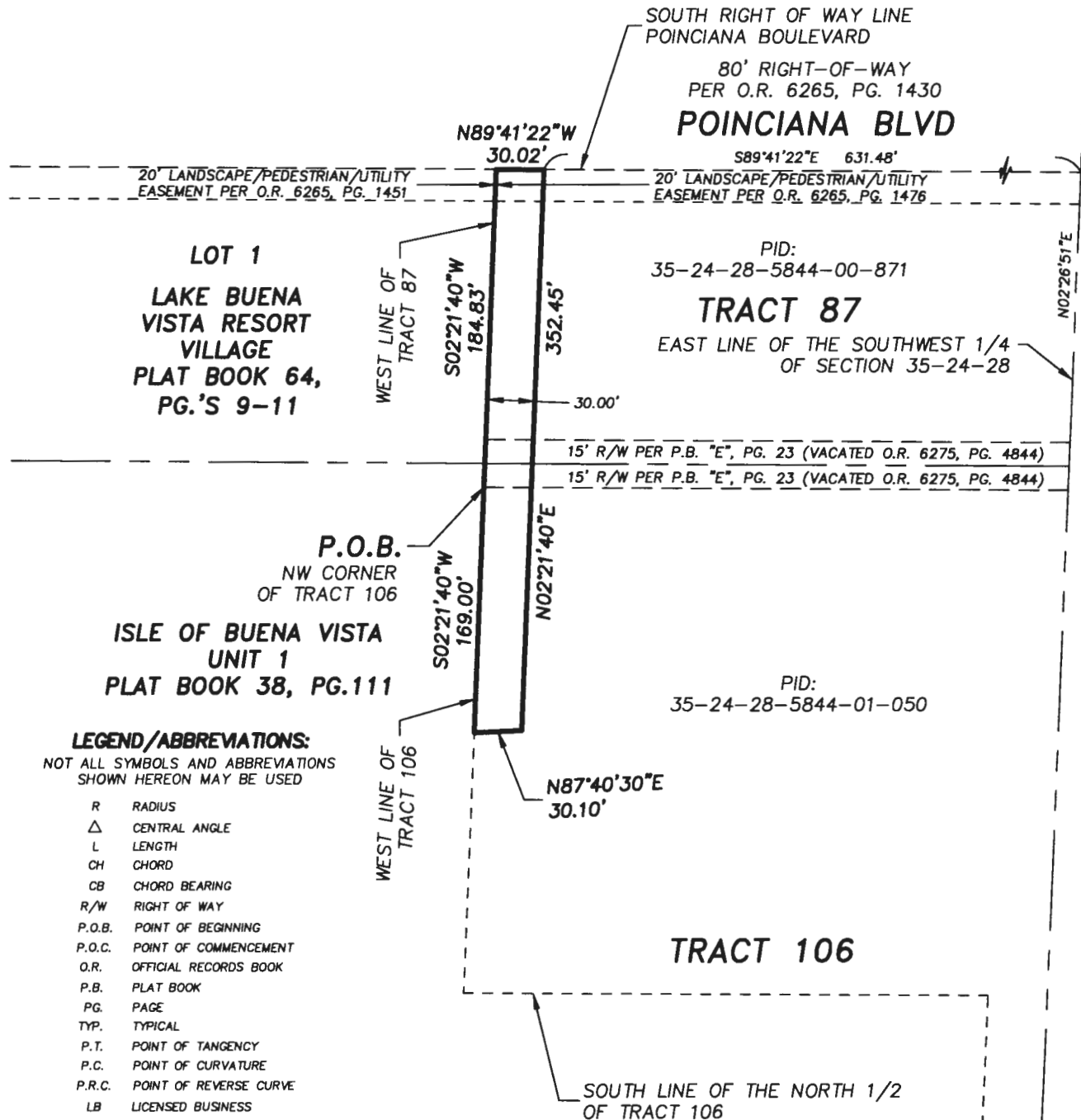
ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION



JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164-DE-N.DWG

SHEET 2 OF 2



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DESCRIPTION:

A 25.00' STRIP OF LAND BEING A PORTION OF TRACT 105, MUNGER LAND COMPANY SUBDIVISION IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "E", PAGE 23 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF TRACT 105; THENCE RUN S02°24'15"W ALONG THE WEST LINE OF TRACT 105, 120.79 FEET; THENCE RUN S88°04'41"E, 123.40 FEET; THENCE RUN N01°51'11"E, 43.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°51'11"E, 25.04 FEET; THENCE RUN S85°02'41"E, 141.57 FEET; THENCE RUN S88°15'55"E, 50.93 FEET TO THE EAST LINE OF TRACT 105; THENCE RUN S02°26'51"W ALONG SAID EAST LINE, 25.00 FEET; THENCE RUN N88°15'55"W, 51.32 FEET; THENCE RUN N85°02'41"W, 140.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.110 ACRES MORE OR LESS.

OK
[Signature]

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 28 EAST, AS BEING N02°26'51"E (ASSUMED).
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 18164-DE-W.dwg

[Signature]

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SKETCH OF DESCRIPTION

Line Table		
LINE #	DIRECTION	LENGTH
L1	S02°24'15"W	120.79'
L2	S88°04'41"E	123.40'
L3	N01°51'11"E	43.88'
L4	N01°51'11"E	25.04'
L5	S85°02'41"E	141.57'
L6	S88°15'55"E	50.93'
L7	S02°26'51"W	25.00'
L8	N88°15'55"W	51.32'
L9	N85°02'41"W	140.92'

PID:
35-24-28-5844-01-050

PID:
35-24-28-5844-01-050

P.O.C.
NORTHWEST CORNER OF THE
SOUTH 1/2 OF TRACT 105
TRACT 106

MUNGER LAND COMPANY
SUBDIVISION
P.B. E, PG. 23

TRACT 105

SOUTH LINE OF THE NORTH 1/2
OF TRACT 106

NORTH LINE OF THE SOUTH 1/2
OF TRACT 105

WEST LINE OF TRACT 105

TRACT 106
MUNGER LAND COMPANY
SUBDIVISION
P.B. E, PG. 23

PID:
35-24-28-5844-01-061

LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS
SHOWN HEREON MAY BE USED

R RADIUS
△ CENTRAL ANGLE
L LENGTH
CH CHORD
CB CHORD BEARING
R/W RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
TYP. TYPICAL

P.T. POINT OF TANGENCY
P.C. POINT OF CURVATURE
P.R.C. POINT OF REVERSE CURVE
N.T. NOT TANGENT
LB LICENSED BUSINESS
PSM PROFESSIONAL SURVEYOR &
MAPPER
PLS PROFESSIONAL LAND SURVEYOR
PID: PARCEL IDENTIFICATION NUMBER



CERTIFICATE OF AUTHORIZATION LB 7274

JOB NUMBER: 18164.002

SURVEY DATE: 8/20/19
DRAWING FILE: 18164-DE-W.DWG

SHEET 2 OF 2

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

SCALE 1"=100'

