



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS


BCC Mtg. Date: November 29, 2016

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** November 14, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Monica L. Hand, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL OF CONSERVATION EASEMENT BETWEEN JEN FLORIDA 24, LLC AND ORANGE COUNTY, ACCESS EASEMENT BETWEEN JEN FLORIDA 24, LLC AND ORANGE COUNTY WITH JOINDER AND CONSENT TO ACCESS EASEMENT FROM DUKE ENERGY FLORIDA, LLC, D/B/A DUKE ENERGY, F/K/A FLORIDA POWER CORPORATION AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** Preserve at Lakeside Village CAIP #16-02-006  
  
District 1

**PURPOSE:** To provide for conservation of wetlands and uplands as a requirement of development.

**ITEMS:** Conservation Easement  
Cost: Donation  
Total size: 73.2 acres  
  
Access Easement with Joinder and Consent to Access Easement  
Cost: Donation  
Total size: 117.56 acres

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

**REMARKS:** Conservation Area Impact Permit No. CAI-16-02-006 issued by Orange County Environmental Protection Division requires a Conservation Easement over certain wetlands and uplands. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property.

Access to the various Conservation Easement areas is over the parent tracts (Project Site) from Reams Road. Upon platting of any portion of the Project Site, all platted residential lots shown on any such plat shall be deemed released from the Access Easement. The County shall retain access to the Conservation Easement areas by all tracts and non-residential lots, shown on any such plat, including but not limited to, private right-of-way tracts and any common area tracts as defined in the declaration of covenants, easements and restrictions applicable to the subject plat.

Grantor to pay all recording fees.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

NOV 29 2016

Instrument prepared by and  
recorded original returned to:  
Real Estate Management Division  
Orange County, Florida  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32801

Project: Preserve at Lakeside Village CAIP #16-02-006

Parcel ID Nos.

a portion of: 34-23-27-0000-00-027 & 34-23-27-0000-00-028

**CONSERVATION EASEMENT**

This CONSERVATION EASEMENT is made this 20<sup>th</sup> day of September, 2016 by Jen Florida 24, LLC, a Florida limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo Florida 32765 ("GRANTOR"), 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**, GRANTOR solely owns 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**, GRANTOR desires to construct the Preserve at Lakeside Village at a site in Orange County, more particularly described in Exhibit "B" attached hereto and incorporated by this reference, (the "PROJECT SITE"), which is subject to the regulatory jurisdiction of Orange County; and

**WHEREAS**, Conservation Area Impact Permit No. CAI-16-02-006 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

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

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

**NOW, THEREFORE**, in consideration TEN DOLLARS in hand paid by GRANTEE to GRANTOR, 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

(2016), as it may be amended, GRANTOR hereby voluntarily grants and conveys 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"). GRANTOR fully warrants title to the PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose.** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever predominantly 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. 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.** GRANTOR reserves 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 is conveyed by this CONSERVATION EASEMENT.

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

(a) 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.

(b) To proceed at law or in equity to enforce the provisions of this CONSERVATION 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 EASEMENT.

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

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the

person or property of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY. Nothing in this CONSERVATION EASEMENT instrument shall be construed as a waiver of GRANTEE's sovereign immunity.

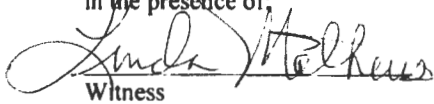
8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood,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

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

10. **Successors.** The covenants, terms, conditions and restrictions of this CONSERVATION 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.

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

Signed, sealed, and delivered  
in the presence of:

  
Witness

LINDA MATHEWS  
Printed Name

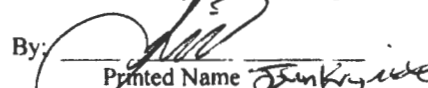
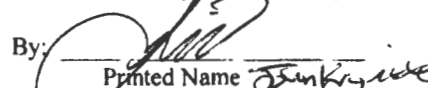
  
Witness

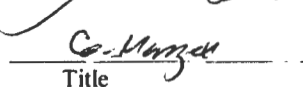
  
Printed Name

(Signature of TWO Witnesses required by Florida Law)

Jen Florida 24, LLC, a Florida limited  
liability company

BY: Sun Terra Communities I, LLC, a Florida  
limited liability company, its Manager

By:   
Printed Name 

  
Title

STATE OF Florida  
COUNTY OF Seminole

I HEREBY CERTIFY, that on this 20th day of September A.D., 2016, before me personally appeared John K. Karpis, as Manager of Sun Terra Communities I, LLC, a Florida limited liability company, Manager of Jen Florida 24, LLC, a Florida limited liability company, to me known to be, or who has produced \_\_\_\_\_ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said company.

Witness my hand and official seal this 20th day of September, 2016.

(Notary Seal)



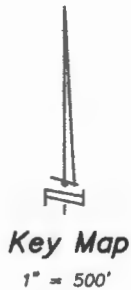
LINDA L. MATHEUS  
MY COMMISSION # EE 859297  
EXPIRES: January 18, 2017  
Bonded Thru Budget Notary Services

Linda L. Matheus  
Notary Signature  
LINDA L. MATHEUS  
Printed Notary Name

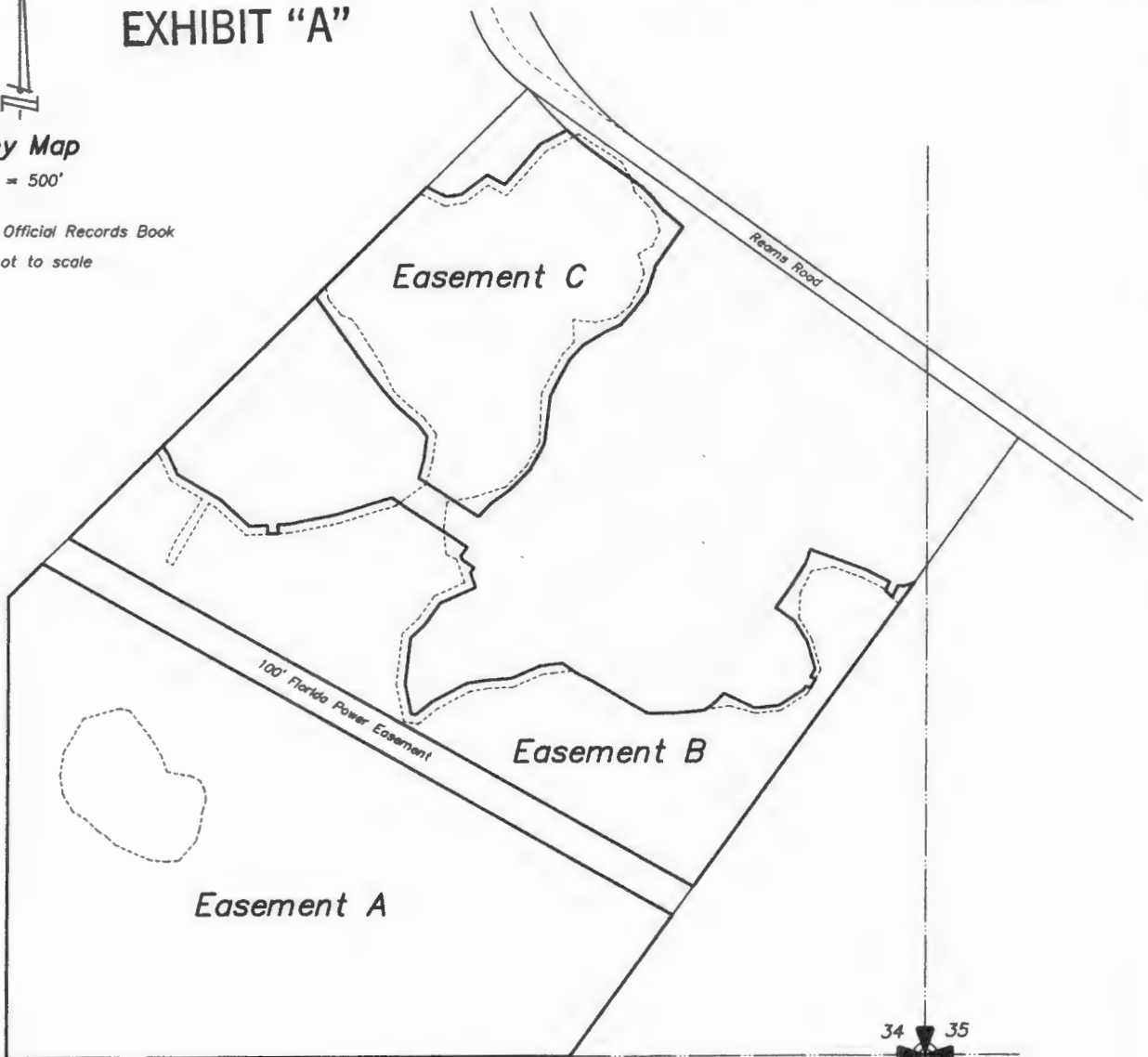
Notary Public in and for the  
County and State aforesaid

My commission expires:

# EXHIBIT "A"



O.R.B - Official Records Book  
NTS - not to scale



Not a Boundary Survey.

The legal descriptions were prepared by the Surveyor.

Lines shown hereon are radial unless noted NR (non-radial).

See Sheets 2, 3 and 6 for legal descriptions.

See Sheets 2, 4, 5 and 7 for sketches.

## SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

## Sketch of Description

of lands situated in

**Section 34, Township 23 South, Range 27 East  
Orange County, Florida**

PREPARED FOR:

**Beazer Homes**



**GANUNG - BELTON ASSOCIATES, INC.**

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

JOB NO.

1113.9

SHEET

1 of 7

DATE

3/9/15

REV. 10/03/16

SCALE

As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

GSA LB No. 7194

R. CLAYTON GANUNG

RRB PLS. NO. 4236



Legal Description

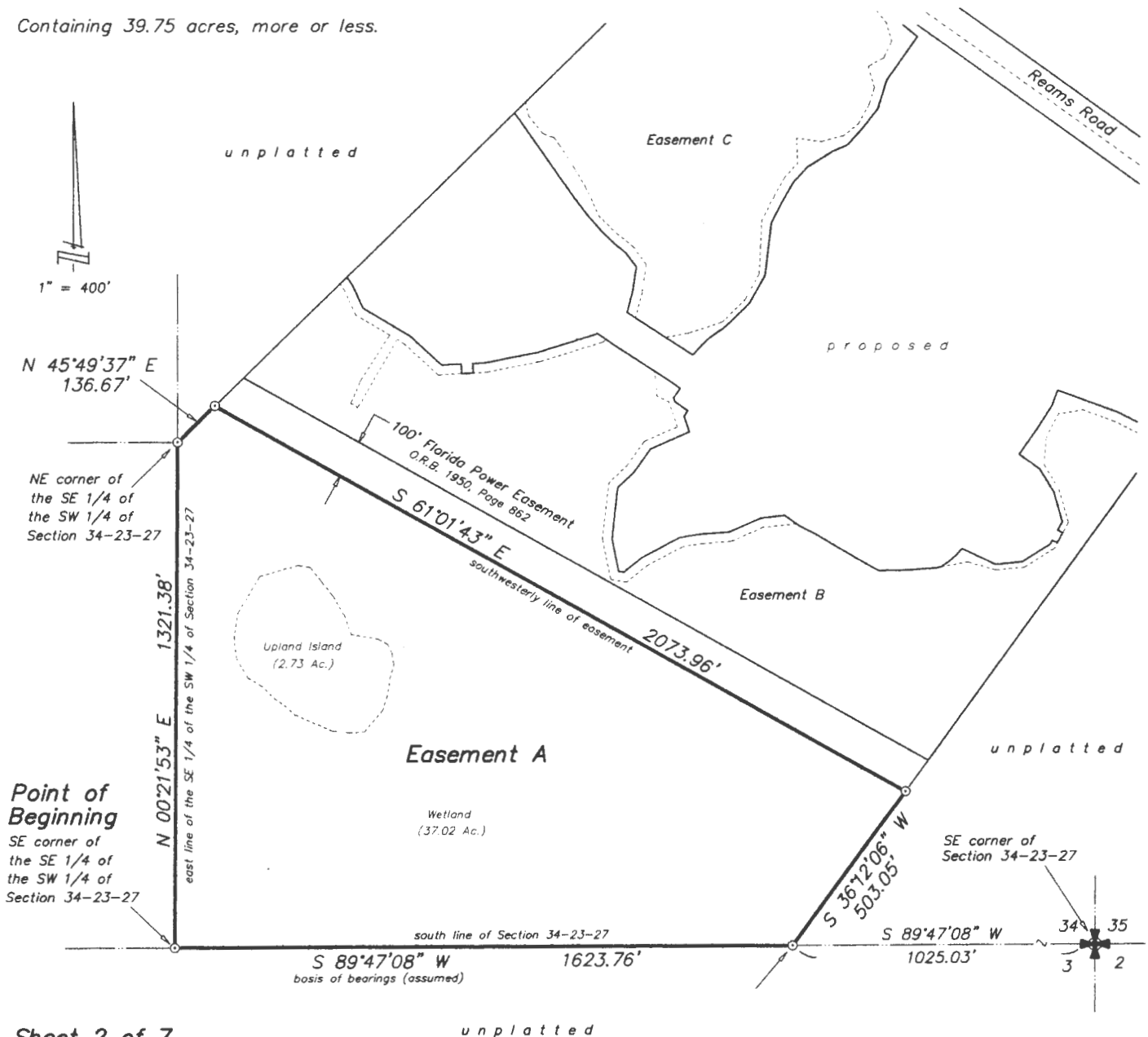
Easement A

# EXHIBIT "A"

A portion of Section 34, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run N 00°21'53" E, along the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 1,321.38 feet to the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run N 45°49'37" E, a distance of 136.67 feet to a point on the southwesterly line of an existing 100.00 foot wide Florida Power Easement; thence run S 61°01'43" E, along said southwesterly line, a distance of 2,073.96 feet; thence, departing said southwesterly line, run S 36°12'06" W, a distance of 503.05 feet to a point on the south line of said Section 34; thence run S 89°47'08" W, along the south line thereof, a distance of 1623.76 feet to the POINT OF BEGINNING.

Containing 39.75 acres, more or less.



Legal Description

## EXHIBIT "A"

### Easement B

A portion of Section 34, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run N 45°49'37" E, a distance of 241.16 feet a point on the northeasterly line of an existing 100.00 foot wide Florida Power Easement and the POINT OF BEGINNING; thence continue N 45°49'37" E, a distance of 378.42 feet; thence run S 34°36'07" E, a distance of 25.42 feet; thence run S 24°42'52" E, a distance of 66.58 feet; thence run S 59°29'24" E, a distance of 142.89 feet; thence run S 47°45'21" E, a distance of 112.62 feet; thence run N 86°54'37" E, a distance of 51.65 feet; thence run S 03°05'23" E, a distance of 25.00 feet; thence run N 86°54'37" E, a distance of 30.00 feet; thence run N 03°05'23" W, a distance of 25.00 feet; thence run N 86°54'37" E, a distance of 33.81 feet; thence run N 78°54'31" E, a distance of 138.50 feet; thence run N 72°53'13" E, a distance of 167.09 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 1,020.00 feet; thence, on a chord bearing of S 55°47'04" E and a chord distance of 54.79 feet, run southeasterly along the arc of said curve, a distance of 54.80 feet, through a central angle of 03°04'41" to the point of tangency thereof; thence run S 57°19'24" E, a distance of 160.44 feet to a point of curvature of a curve, concave southwesterly, having a radius of 580.00 feet and a central angle of 02°38'36"; thence run southeasterly, along the arc of said curve, a distance of 26.76 feet to the point of tangency thereof; thence run S 54°40'49" E, a distance of 17.01 feet; thence run S 35°19'11" W, a distance of 29.80 feet; thence run S 19°06'09" E, a distance of 10.65 feet; thence run S 54°40'49" E, a distance of 41.74 feet; thence run S 35°19'11" W, a distance of 17.56 feet; thence run S 19°06'09" E, a distance of 43.38 feet; thence run S 66°23'39" W, a distance of 110.91 feet; thence run S 35°40'36" W, a distance of 75.06 feet; thence run S 47°01'22" W, a distance of 57.98 feet; thence run S 06°34'38" W, a distance of 133.51 feet; thence run S 11°20'50" E, a distance of 87.72 feet; thence run S 80°52'20" E, a distance of 13.80 feet; thence run N 51°25'06" E, a distance of 60.64 feet; thence run N 62°02'36" E, a distance of 112.14 feet; thence run N 81°09'17" E, a distance of 56.29 feet; thence run N 85°33'08" E, a distance of 74.98 feet; thence run N 66°12'17" E, a distance of 90.76 feet; thence run N 83°43'14" E, a distance of 63.36 feet; thence run S 55°07'26" E, a distance of 51.00 feet; thence run S 64°10'53" E, a distance of 42.36 feet; thence run S 59°33'31" E, a distance of 60.44 feet; thence run S 59°29'58" E, a distance of 76.77 feet; thence run S 60°46'51" E, a distance of 56.61 feet; thence run N 88°42'55" E, a distance of 77.96 feet; thence run N 85°14'19" E, a distance of 69.85 feet; thence run N 79°52'15" E, a distance of 16.35 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 212.00 feet; thence, on a chord bearing of N 48°47'23" E and a chord distance of 72.46 feet, run northeasterly along the arc of said curve, a distance of 72.82 feet, through a central angle of 19°40'50"; thence run S 65°00'01" E, a distance of 93.89 feet; thence run S 73°55'49" E, a distance of 6.05 feet; thence run N 84°27'03" E, a distance of 68.25 feet; thence run N 57°43'43" E, a distance of 85.07 feet; thence run N 28°46'23" E, a distance of 12.71 feet; thence run S 61°13'37" E, a distance of 15.00 feet; thence run N 28°46'23" E, a distance of 30.00 feet; thence run N 61°13'37" W, a distance of 15.00 feet; thence run N 28°46'23" E, a distance of 24.97 feet; thence run N 15°58'34" W, a distance of 81.14 feet; thence run N 31°16'04" W, a distance of 69.70 feet; thence run N 54°40'49" W, a distance of 66.70 feet; thence run N 35°19'11" E, a distance of 81.86 feet; thence run N 32°38'38" E, a distance of 72.38 feet; thence run N 20°15'42" E, a distance of 41.93 feet; thence run S 69°54'10" E, a distance of 168.45 feet; thence run S 63°26'35" E, a distance of 77.58 feet; thence run S 26°33'25" W, a distance of 28.37 feet; thence run S 45°19'31" E, a distance of 27.22 feet; thence run N 26°33'25" E, a distance of 37.68 feet to a point on a non-tangent curve, concave northerly, having a radius of 45.00 feet; thence, on a chord bearing of N 85°48'13" E and a chord distance of 30.30 feet, run easterly, along the arc of said curve, a distance of 30.90 feet, through a central angle of 39°20'46" to the point of tangency thereof; thence run N 66°07'50" E, a distance of 17.21 feet; thence run S 36°12'06" W, a distance of 1079.48 feet to a point on the northeasterly line of said Florida Power Easement; thence run N 61°01'43" W, along the northeasterly line thereof, a distance of 2056.35 feet to the POINT OF BEGINNING.

Containing 19.80 acres, more or less.

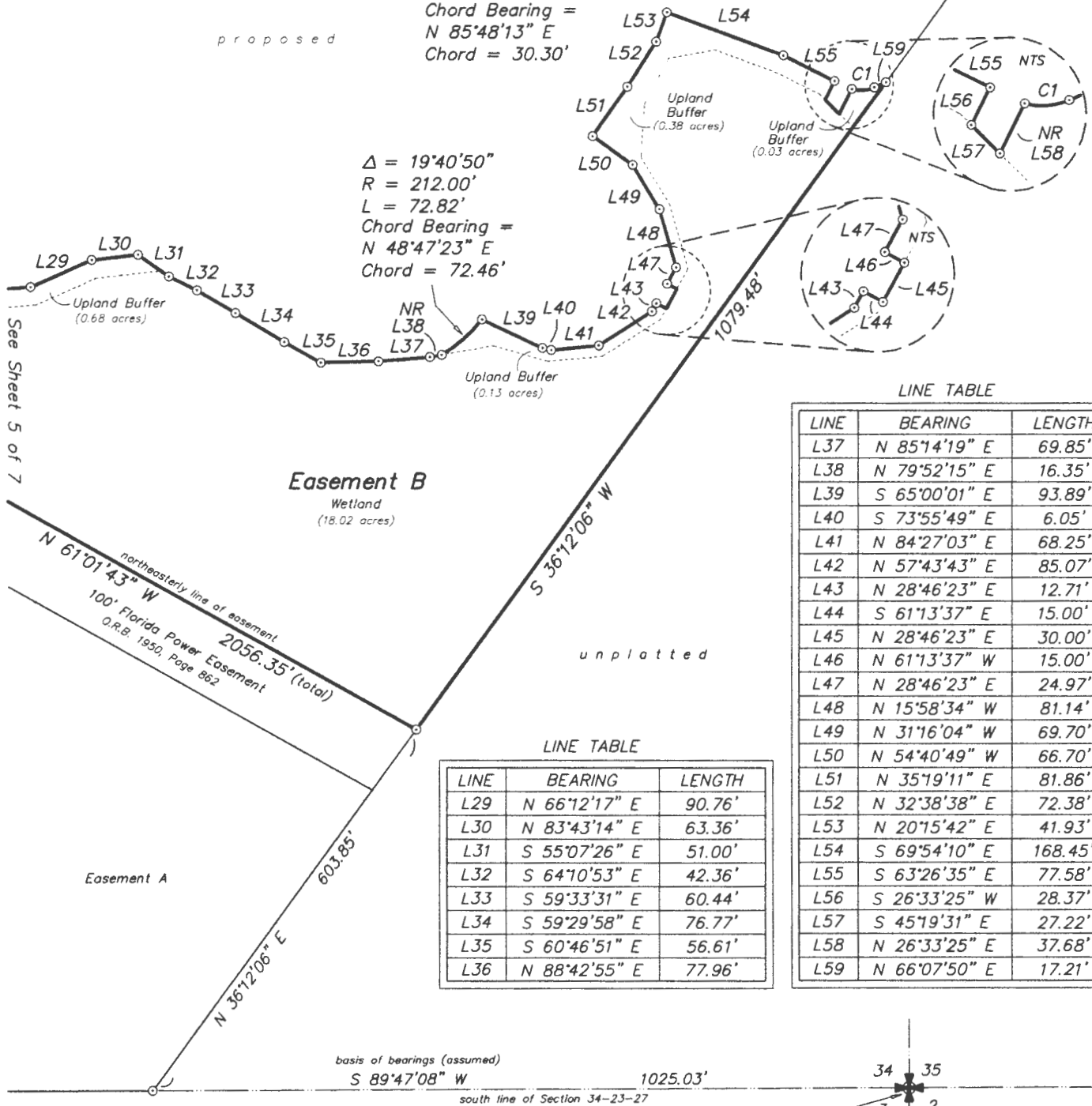
# EXHIBIT "A"



proposed

C1  
 $\Delta = 39^{\circ}20'46''$   
 $R = 45.00'$   
 $L = 30.90'$   
 Chord Bearing =  
 $N 85^{\circ}48'13'' E$   
 Chord = 30.30'

$\Delta = 19^{\circ}40'50''$   
 $R = 212.00'$   
 $L = 72.82'$   
 Chord Bearing =  
 $N 48^{\circ}47'23'' E$   
 Chord = 72.46'



LINE TABLE

LINE	BEARING	LENGTH
L37	N 85°14'19" E	69.85'
L38	N 79°52'15" E	16.35'
L39	S 65°00'01" E	93.89'
L40	S 73°55'49" E	6.05'
L41	N 84°27'03" E	68.25'
L42	N 57°43'43" E	85.07'
L43	N 28°46'23" E	12.71'
L44	S 61°13'37" E	15.00'
L45	N 28°46'23" E	30.00'
L46	N 61°13'37" W	15.00'
L47	N 28°46'23" E	24.97'
L48	N 15°58'34" W	81.14'
L49	N 31°16'04" W	69.70'
L50	N 54°40'49" W	66.70'
L51	N 35°19'11" E	81.86'
L52	N 32°38'38" E	72.38'
L53	N 20°15'42" E	41.93'
L54	S 69°54'10" E	168.45'
L55	S 63°26'35" E	77.58'
L56	S 26°33'25" W	28.37'
L57	S 45°19'31" E	27.22'
L58	N 26°33'25" E	37.68'
L59	N 66°07'50" E	17.21'

LINE TABLE

LINE	BEARING	LENGTH
L29	N 66°12'17" E	90.76'
L30	N 83°43'14" E	63.36'
L31	S 55°07'26" E	51.00'
L32	S 64°10'53" E	42.36'
L33	S 59°33'31" E	60.44'
L34	S 59°29'58" E	76.77'
L35	S 60°46'51" E	56.61'
L36	N 88°42'55" E	77.96'

Sheet 4 of 7

See Sheet 3 of 7 for legal description.  
 See Sheets 4 and 5 of 7 for sketch.  
 (GBA Job No. 1113.9)

# EXHIBIT "A"



unplatted

proposed

Point of Beginning

Point of Commencement  
NE corner of  
the SE 1/4 of  
the SW 1/4 of  
Section 34-23-27

east line of the SE 1/4 of the SW 1/4 of Section 34-23-27  
N 00°21'53" E 1321.38'

SE corner of  
the SE 1/4 of  
the SW 1/4 of  
Section 34-23-27

Easement A

LINE TABLE

LINE	BEARING	LENGTH
L1	S 34°36'07" E	25.42'
L2	S 24°42'52" E	66.58'
L3	S 59°29'24" E	142.89'
L4	S 47°45'21" E	112.62'
L5	N 86°54'37" E	51.65'
L6	S 03°05'23" E	25.00'
L7	N 86°54'37" E	30.00'
L8	N 03°05'23" W	25.00'
L9	N 86°54'37" E	33.81'
L10	N 78°54'31" E	138.50'
L11	N 72°53'13" E	167.09'
L12	S 57°19'24" E	160.44'
L13	S 54°40'49" E	17.01'
L14	S 35°19'11" W	29.80'
L15	S 19°06'09" E	10.65'
L16	S 54°40'49" E	41.74'
L17	S 35°19'11" W	17.56'
L18	S 19°06'09" E	43.38'
L19	S 66°23'39" W	110.91'
L20	S 35°40'36" W	75.06'

Easement B

Wetland  
(18.02 acres)

100' Florida Power Easement  
O.R.B. 1950, Page 862

$\Delta = 03^{\circ}04'41''$   
 $R = 1020.00'$   
 $L = 54.80'$   
Chord Bearing =  
S 55°47'04" E  
Chord = 54.79'

Easement C

$\Delta = 02^{\circ}38'36''$   
 $R = 580.00'$   
 $L = 26.76'$

Upland Buffer  
(0.36 acres)

Upland Buffer  
(0.20 acres)

Upland Buffer  
(0.68 acres)

2056.35' (total)

LINE TABLE

LINE	BEARING	LENGTH
L21	S 47°01'22" W	57.98'
L22	S 06°34'38" W	133.51'
L23	S 11°20'50" E	87.72'
L24	S 80°52'20" E	13.80'
L25	N 51°25'06" E	60.64'
L26	N 62°02'36" E	112.14'
L27	N 81°09'17" E	56.29'
L28	N 85°33'08" E	74.98'
L29	N 66°12'17" E	90.76'

See Sheet 4 of 7

Sheet 5 of 7

See Sheet 3 of 7 for legal description.  
See Sheets 4 and 5 of 7 for sketch.  
(GBA Job No. 1113.9)

Legal Description

## EXHIBIT "A"

### Easement C

A portion of Section 34, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

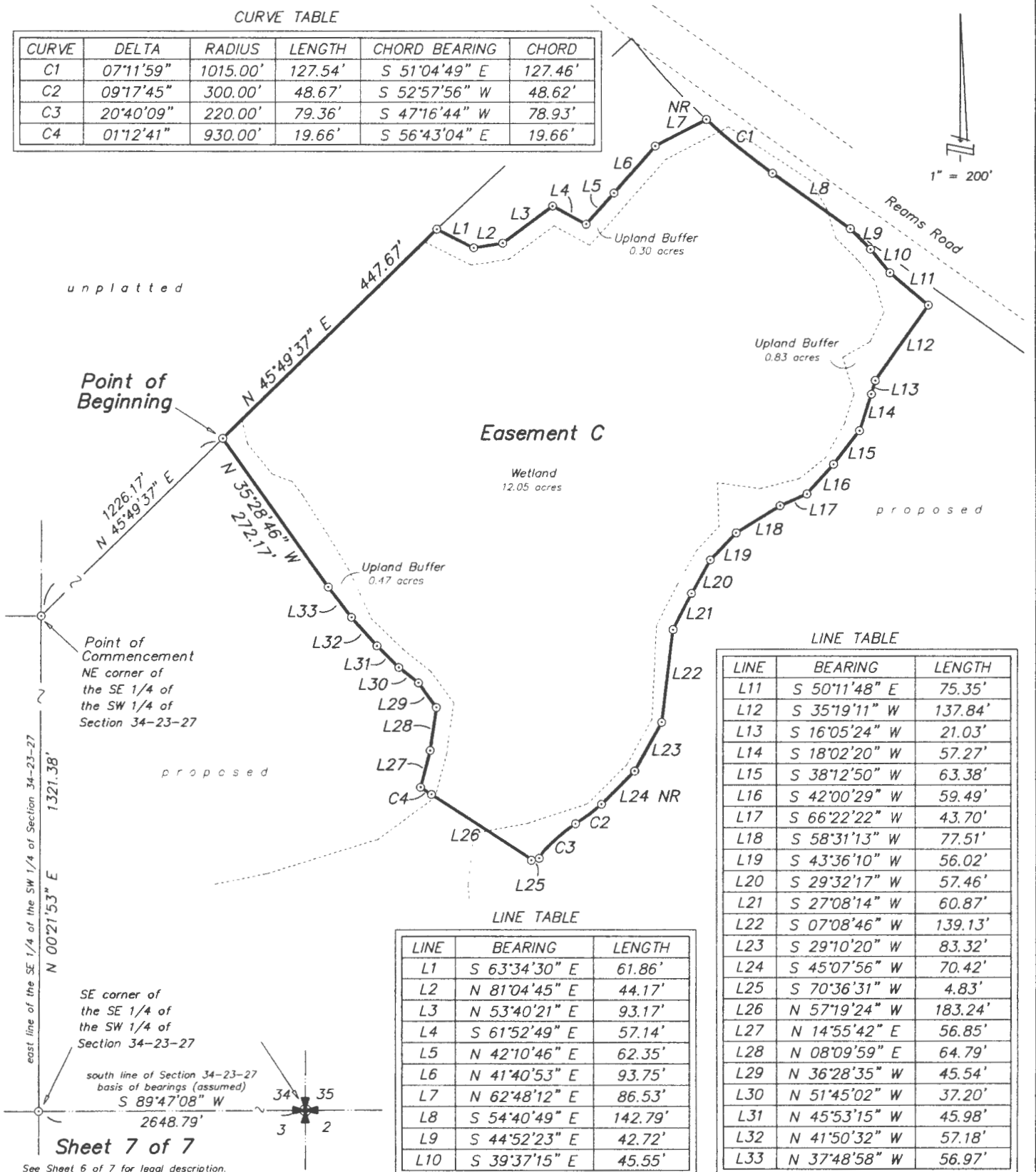
Commence at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run N 45°49'37" E, a distance of 1226.17 feet for the POINT OF BEGINNING; thence continue N 45°49'37" E, a distance of 447.67 feet; thence run S 63°34'30" E, a distance of 61.86 feet; thence run N 81°04'45" E, a distance of 44.17 feet; thence run N 53°40'21" E, a distance of 93.17 feet; thence run S 61°52'49" E, a distance of 57.14 feet; thence run N 42°10'46" E, a distance of 62.35 feet; thence run N 41°40'53" E, a distance of 93.75 feet; thence run N 62°48'12" E, a distance of 86.53 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 1,015.00 feet; thence, on a chord bearing of S 51°04'49" E and a chord distance of 127.46 feet, run southeasterly along the arc of said curve, a distance of 127.54 feet, through a central angle of 07°11'59" to the point of tangency thereof; thence run S 54°40'49" E, a distance of 142.79 feet; thence run S 44°52'23" E, a distance of 42.72 feet; thence run S 39°37'15" E, a distance of 45.55 feet; thence run S 50°11'48" E, a distance of 75.35 feet; thence run S 35°19'11" W, a distance of 137.84 feet; thence run S 16°05'24" W, a distance of 21.03 feet; thence run S 18°02'20" W, a distance of 57.27 feet; thence run S 38°12'50" W, a distance of 63.38 feet; thence run S 42°00'29" W, a distance of 59.49 feet; thence run S 66°22'22" W, a distance of 43.70 feet; thence run S 58°31'13" W, a distance of 77.51 feet; thence run S 43°36'10" W, a distance of 56.02 feet; thence run S 29°32'17" W, a distance of 57.46 feet; thence run S 27°08'14" W, a distance of 60.87 feet; thence run S 07°08'46" W, a distance of 139.13 feet; thence run S 29°10'20" W, a distance of 83.32 feet; thence run S 45°07'56" W, a distance of 70.42 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 300.00 feet; thence, on a chord bearing of S 52°57'56" W and a chord distance of 48.62 feet, run southwesterly along the arc of said curve, a distance of 48.67 feet, through a central angle of 09°17'45" to a point of reverse curvature of a curve, concave southeasterly, having a radius of 220.00 feet and a central angle of 20°40'09"; thence run southwesterly, along the arc of said curve, a distance of 79.36 feet; thence run S 70°36'31" W, a distance of 4.83 feet; thence run N 57°19'24" W, a distance of 183.24 feet to a point of curvature of a curve, concave northeasterly, having a radius of 930.00 feet and a central angle of 01°12'41"; thence run northwesterly, along the arc of said curve, a distance of 19.66 feet to the point of tangency thereof; thence run N 14°55'42" E, a distance of 56.85 feet; thence run N 08°09'59" E, a distance of 64.79 feet; thence run N 36°28'35" W, a distance of 45.54 feet; thence run N 51°45'02" W, a distance of 37.20 feet; thence run N 45°53'15" W, a distance of 45.98 feet; thence run N 41°50'32" W, a distance of 57.18 feet; thence run N 37°48'58" W, a distance of 56.97 feet; thence run N 35°28'46" W, a distance of 272.17 feet to the POINT OF BEGINNING.

Containing 13.65 acres, more or less.

# EXHIBIT "A"

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	07°11'59"	1015.00'	127.54'	S 51°04'49" E	127.46'
C2	09°17'45"	300.00'	48.67'	S 52°57'56" W	48.62'
C3	20°40'09"	220.00'	79.36'	S 47°16'44" W	78.93'
C4	01°12'41"	930.00'	19.66'	S 56°43'04" E	19.66'



Easement C

Wetland  
12.05 acres

LINE TABLE

LINE	BEARING	LENGTH
L11	S 50°11'48" E	75.35'
L12	S 35°19'11" W	137.84'
L13	S 16°05'24" W	21.03'
L14	S 18°02'20" W	57.27'
L15	S 38°12'50" W	63.38'
L16	S 42°00'29" W	59.49'
L17	S 66°22'22" W	43.70'
L18	S 58°31'13" W	77.51'
L19	S 43°36'10" W	56.02'
L20	S 29°32'17" W	57.46'
L21	S 27°08'14" W	60.87'
L22	S 07°08'46" W	139.13'
L23	S 29°10'20" W	83.32'
L24	S 45°07'56" W	70.42'
L25	S 70°36'31" W	4.83'
L26	N 57°19'24" W	183.24'
L27	N 14°55'42" E	56.85'
L28	N 08°09'59" E	64.79'
L29	N 36°28'35" W	45.54'
L30	N 51°45'02" W	37.20'
L31	N 45°53'15" W	45.98'
L32	N 41°50'32" W	57.18'
L33	N 37°48'58" W	56.97'

LINE TABLE

LINE	BEARING	LENGTH
L1	S 63°34'30" E	61.86'
L2	N 81°04'45" E	44.17'
L3	N 53°40'21" E	93.17'
L4	S 61°52'49" E	57.14'
L5	N 42°10'46" E	62.35'
L6	N 41°40'53" E	93.75'
L7	N 62°48'12" E	86.53'
L8	S 54°40'49" E	142.79'
L9	S 44°52'23" E	42.72'
L10	S 39°37'15" E	45.55'

Sheet 7 of 7

See Sheet 6 of 7 for legal description.  
(GBA Job No. 1113.9)

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

**PARCEL ONE:**

COMMENCE AT A CONCRETE MONUMENT. THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. THENCE SOUTH 87°59'14" EAST 2649.62 FEET TO AN IRON PIN. THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED: THENCE NORTH 01°51'23" EAST 1385.18 FEET TO AN IRON PIN. THENCE NORTH 46°48'45" EAST 2080.78 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF REAMS ROAD. THENCE SOUTH 54°04'10" EAST 1037.0 FEET TO AN IRON PIN ON SAID RIGHT-OF-WAY. THENCE SOUTH 35°55'50" WEST 2751.13 FEET TO AN IRON PIN ON THE SOUTH LINE OF SECTION 34. THENCE WITH THE SOUTH LINE OF SAID SECTION NORTH 87°59'14" WEST 787.81 FEET TO AN IRON PIN THE POINT OF BEGINNING.

THERE IS A 100 FOOT POWER EASEMENT FOR POWER TRANSMISSION LINES ACROSS THIS TRACT.

**PARCEL TWO:**

COMMENCE AT AN IRON PIN, THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 87°59'14" WEST, 536.24 FEET ALONG THE SOUTH LINE OF SAID SECTION TO AN IRON PIN, THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUE WITH THE SOUTH LINE OF SAID SECTION NORTH 87°59'14" WEST, 1325.56 FEET TO AN IRON PIN; THENCE NORTH 35°55'50" EAST, 2751.13 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF REAMS ROAD; THENCE WITH SAID RIGHT-OF-WAY SOUTH 54°04'10" EAST, 1100.00 FEET, CROSSING THE EAST LINE OF SECTION 34 TO AN IRON PIN ON SAID RIGHT-OF-WAY; THENCE SOUTH 35°55'50" WEST, 2011.47 FEET CROSSING THE WEST LINE OF SECTION 35 TO A POINT ON THE SOUTH LINE OF SECTION 34, AN IRON PIN AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 87°59'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 536.24 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 87°59'14" WEST, ALONG SAID SOUTH LINE 488.79 FEET; THENCE RUN NORTH 35°55'50" EAST, 2284.22 FEET TO A POINT ON THE

SOUTHWESTERLY RIGHT-OF-WAY LINE OF REAMS ROAD; THENCE RUN SOUTH 54°04'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 405.62 FEET; THENCE RUN SOUTH 35°55'50" WEST, 2011.47 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N 89°47'08" E, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 2648.79 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AND THE POINT OF BEGINNING; THENCE RUN N 00°21'53" E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 1,321.38 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN N 45°49'37" E, A DISTANCE OF 2,088.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REAMS ROAD, DESCRIBED AND PLATTED AS REAMS ROAD IN PLAT BOOK 3, PAGES 85 THROUGH 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 54°40'49" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF REAMS ROAD, A DISTANCE OF 1,731.38 FEET TO A POINT; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S 36°12'06" W, A DISTANCE OF 2,192.73 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE RUN S 89°47'08" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1,623.76 FEET TO THE POINT OF BEGINNING.



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

NOV 29 2016

Instrument prepared by and  
recorded original returned to:  
Real Estate Management Division  
Orange County, Florida  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32801

Project: Preserve at Lakeside Village CAIP #16-02-006

Parcel ID Nos.

a portion of: 34-23-27-0000-00-027 & 34-23-27-0000-00-028

**ACCESS EASEMENT**

This ACCESS EASEMENT is made this 20th day of September, 2016 by Jen Florida 24, LLC, a Florida limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo Florida 32765 ("GRANTOR"), 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**, GRANTOR solely owns 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**, GRANTOR desires to construct the Preserve at Lakeside Village at a site in Orange County, more particularly described in Exhibit "B" attached hereto and incorporated by this reference, (the "PROJECT SITE"), which is subject to the regulatory jurisdiction of Orange County; and

**WHEREAS**, Conservation Area Impact Permit No. CAI-16-02-006 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

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

**WHEREAS**, GRANTOR, by separate instrument, has conveyed to GRANTEE a Conservation Easement to preserve the PROPERTY predominantly in its natural condition, as that PROPERTY may be altered in accordance with the PERMIT, in perpetuity; and

**WHEREAS**, GRANTOR desires to grant GRANTEE an ingress and egress easement over and across the PROJECT SITE to provide access to the PROPERTY.

**NOW, THEREFORE**, in consideration TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby voluntarily grants and conveys to GRANTEE an Access Easement in perpetuity over the PROJECT SITE of the nature and character and to the extent hereinafter set forth (the "ACCESS EASEMENT"). GRANTOR fully warrants title to the PROJECT SITE, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Recitals.** The recitals herein are true and correct and are hereby incorporated into and made a part of this ACCESS EASEMENT.
2. **Purpose.** The purpose of this ACCESS EASEMENT is to provide ingress and egress across the PROJECT SITE to assure access to the PROPERTY.
3. **No Dedication.** No right of access by the general public to any portion of the PROPERTY is conveyed by this ACCESS EASEMENT.
4. **Rights of GRANTEE.** To accomplish the purposes stated herein, GRANTOR conveys the following rights and easements to GRANTEE:
  - (a) **ACCESS EASEMENT.** To enter on, over and through the PROJECT SITE for the purpose of vehicular and pedestrian ingress and egress over and across the PROJECT SITE 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. Upon platting of any portion of the PROJECT SITE, all platted residential lots shown on any such plat shall be deemed released from the ACCESS EASEMENT. GRANTEE shall retain access for the purposes stated herein to the CONSERVATION EASEMENT by all tracts and non-residential lots, shown on any such plat, including but not limited to, private right-of-way tracts and any common area tracts as defined in the declaration of covenants, easements and restrictions applicable to the subject plat.
  - (b) To proceed at law or in equity to enforce the provisions of this ACCESS EASEMENT.
5. **GRANTEE's Discretion.** GRANTEE may enforce the terms of this ACCESS EASEMENT at its discretion, but if GRANTOR breaches any term of this ACCESS EASEMENT and GRANTEE does not exercise its rights under this 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 ACCESS EASEMENT, or of any of the GRANTEE's rights under this ACCESS EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this ACCESS EASEMENT.

6. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the PROJECT SITE. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROJECT SITE. GRANTEE shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this ACCESS EASEMENT. Nothing in this Access Easement shall be construed as a waiver of GRANTEE's sovereign immunity beyond the waiver expressly set forth in Section 768.28, Florida Statutes..
7. **Modification.** This ACCESS EASEMENT may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Orange County, Florida.
8. **Recordation.** GRANTOR shall record this ACCESS EASEMENT in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this ACCESS EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this ACCESS EASEMENT in the public records.
9. **Successors.** The covenants, terms, conditions and restrictions of this 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 PROJECT SITE.

IN WITNESS WHEREOF, Jen Florida 24, LLC, a Florida limited liability company, (the "GRANTOR")

has caused these presents to be signed in its name.

Signed, sealed, and delivered  
in the presence of:

Jen Florida 24, LLC, a Florida limited  
liability company

BY: Sun Terra Communities I, LLC, a Florida  
limited liability company, its Manager

Witness

Linda Mathews

Printed Name

Witness

Bella Jern

Printed Name

By:

Jim Krupke

Printed Name

Co-Manager

Title

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida  
COUNTY OF Sevier

I HEREBY CERTIFY that on this 20th day of September A.D., 2016, before me personally appeared Jim Krupke, as Co-Manager of Sun Terra Communities I, LLC, a Florida limited liability company, Manager of Jen Florida 24, LLC, a Florida limited liability company, to me known to be, or who has produced \_\_\_\_\_ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said company.

Witness my hand and official seal this 20th day of September, 2016.

(Notary Seal)

Linda L. Mathews

Notary Signature

LINDA L. MATHEUS

Printed Notary Name



LINDA L. MATHEUS  
MY COMMISSION # EE 859297  
EXPIRES: January 18, 2017  
Bonded Thru Budget Notary Services

Notary Public in and for the  
County and State aforesaid

My commission expires:

**JOINDER AND CONSENT TO ACCESS EASEMENT**

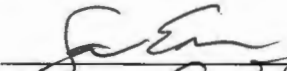
The undersigned hereby certifies that it is the holder of the following easement upon the above described Access Easement:

Easement contained in that certain Order of Taking in favor of Florida Power Corporation, dated May 29, 1970 and recorded June 3, 1970, in Official Records Book 1950, Page 862, of the Public Records of Orange County Florida

and that the undersigned hereby joins in and consents to the recording of the above Access Easement, however it is acknowledged that this joinder does not constitute a subordination of the undersigned's interest.

Signed, sealed and delivered in the presence of:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Florida Power Corporation

  
Print Name: Sam L. Evans, Jr.

By: 

  
Print Name: Trent Newton

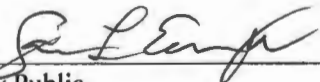
Name: Daniel Hendricks

Title: Manager Land Services

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by Daniel Hendricks, the Manager Land Services, of Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Florida Power Corporation, on behalf of said limited liability company. He/she ☒ is personally known to me, or [ ] produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL) **SAM L. EVANS, JR.**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
**Comm# FF172231**  
**Expires 10/28/2018**

  
Notary Public  
Print Name: Sam L. Evans, Jr.  
My Commission Expires: \_\_\_\_\_

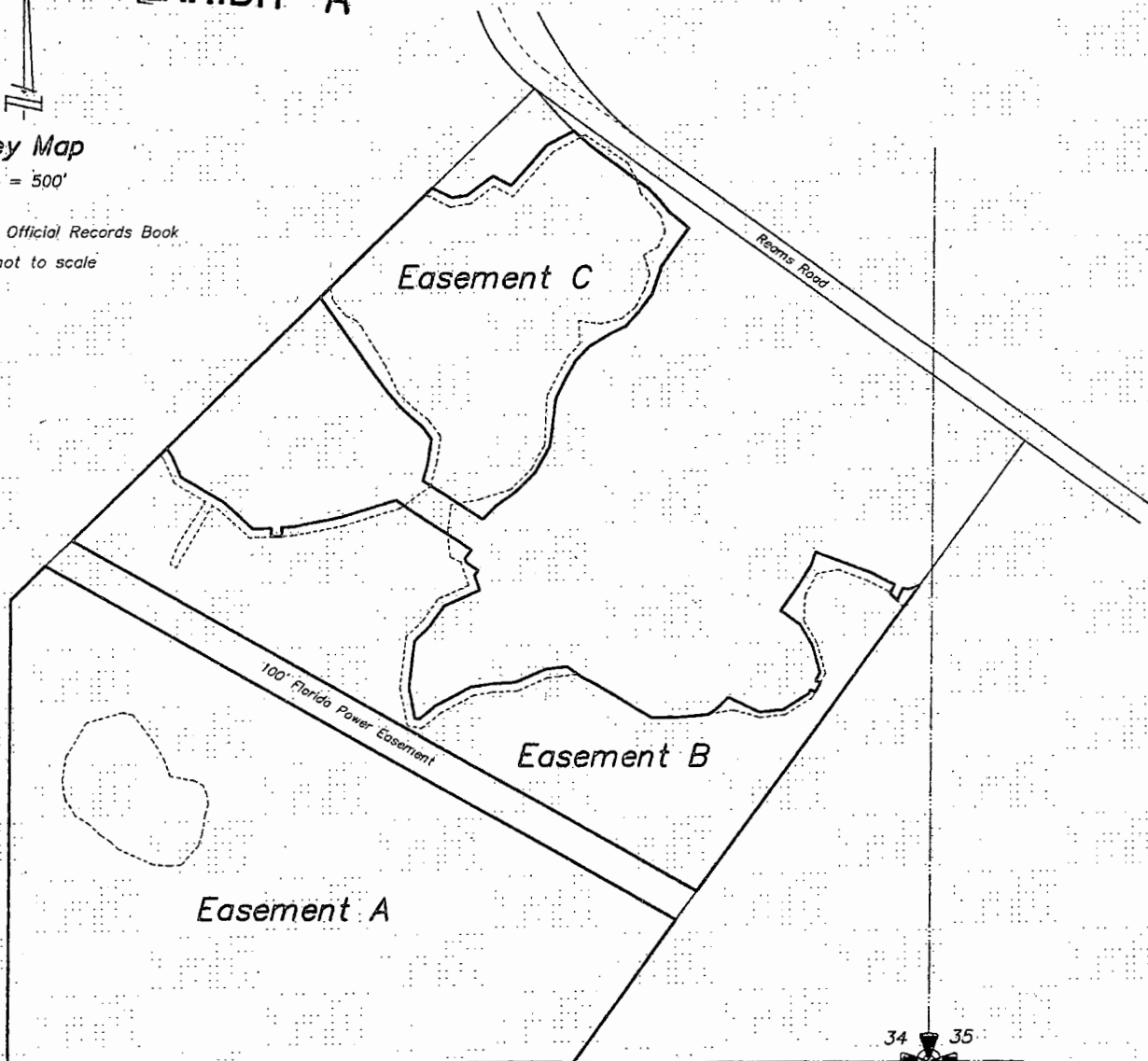
# EXHIBIT "A"

Key Map

1" = 500'

O.R.B. - Official Records Book

NTS - not to scale



Not a Boundary Survey.

The legal descriptions were prepared by the Surveyor.

Lines shown hereon are radial unless noted NR (non-radial).

See Sheets 2, 3 and 6 for legal descriptions.

See Sheets 2, 4, 5 and 7 for sketches.

## SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

## Sketch of Description

of lands situated in

Section 34, Township 23 South, Range 27 East  
Orange County, Florida

PREPARED FOR:

Beazer Homes



**GANUNG - BELTON ASSOCIATES, INC.**

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

JOB NO.

1113.9

SHEET

1 of 7

DATE

3/9/15

REV.

10/03/16

SCALE

As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

GBA LB No. 7192

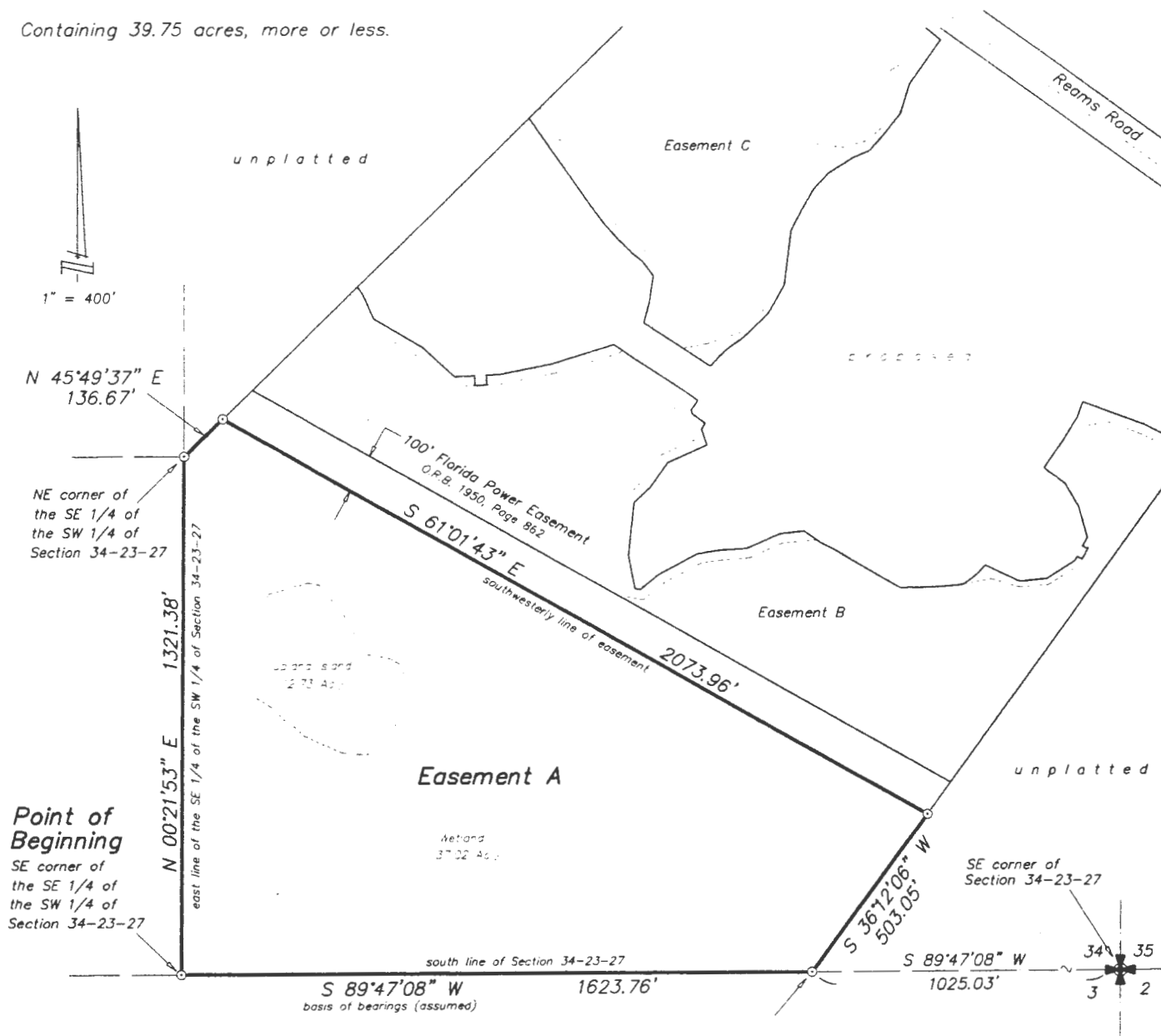
R. CLAYTON GANUNG

REG. PLS. NO. 4226

EXHIBIT "A"

*A portion of Section 34, Township 23 South, Range 27 East, Orange County, Florida, described as follows:*

Containing 39.75 acres, more or less.



# EXHIBIT "A"

## Legal Description

### Easement B

A portion of Section 34, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run N 45°49'37" E, a distance of 241.16 feet a point on the northeasterly line of an existing 100.00 foot wide Florida Power Easement and the POINT OF BEGINNING; thence continue N 45°49'37" E, a distance of 378.42 feet; thence run S 34°36'07" E, a distance of 25.42 feet; thence run S 24°42'52" E, a distance of 66.58 feet; thence run S 59°29'24" E, a distance of 142.89 feet; thence run S 47°45'21" E, a distance of 112.62 feet; thence run N 86°54'37" E, a distance of 51.65 feet; thence run S 03°05'23" E, a distance of 25.00 feet; thence run N 86°54'37" E, a distance of 30.00 feet; thence run N 03°05'23" W, a distance of 25.00 feet; thence run N 86°54'37" E, a distance of 33.81 feet; thence run N 78°54'31" E, a distance of 138.50 feet; thence run N 72°53'13" E, a distance of 167.09 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 1,020.00 feet; thence, on a chord bearing of S 55°47'04" E and a chord distance of 54.79 feet, run southeasterly along the arc of said curve, a distance of 54.80 feet, through a central angle of 03°04'41" to the point of tangency thereof; thence run S 57°19'24" E, a distance of 160.44 feet to a point of curvature of a curve, concave southwesterly, having a radius of 580.00 feet and a central angle of 02°38'36"; thence run southeasterly, along the arc of said curve, a distance of 26.76 feet to the point of tangency thereof; thence run S 54°40'49" E, a distance of 17.01 feet; thence run S 35°19'11" W, a distance of 29.80 feet; thence run S 19°06'09" E, a distance of 10.65 feet; thence run S 54°40'49" E, a distance of 41.74 feet; thence run S 35°19'11" W, a distance of 17.56 feet; thence run S 19°06'09" E, a distance of 43.38 feet; thence run S 66°23'39" W, a distance of 110.91 feet; thence run S 35°40'36" W, a distance of 75.06 feet; thence run S 47°01'22" W, a distance of 57.98 feet; thence run S 06°34'38" W, a distance of 133.51 feet; thence run S 11°20'50" E, a distance of 87.72 feet; thence run S 80°52'20" E, a distance of 13.80 feet; thence run N 51°25'06" E, a distance of 60.64 feet; thence run N 62°02'36" E, a distance of 112.14 feet; thence run N 81°09'17" E, a distance of 56.29 feet; thence run N 85°33'08" E, a distance of 74.98 feet; thence run N 66°12'17" E, a distance of 90.76 feet; thence run N 83°43'14" E, a distance of 63.36 feet; thence run S 55°07'26" E, a distance of 51.00 feet; thence run S 64°10'53" E, a distance of 42.36 feet; thence run S 59°33'31" E, a distance of 60.44 feet; thence run S 59°29'58" E, a distance of 76.77 feet; thence run S 60°46'51" E, a distance of 56.61 feet; thence run N 88°42'55" E, a distance of 77.96 feet; thence run N 85°14'19" E, a distance of 69.85 feet; thence run N 79°52'15" E, a distance of 16.35 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 212.00 feet; thence, on a chord bearing of N 48°47'23" E and a chord distance of 72.46 feet, run northeasterly along the arc of said curve, a distance of 72.82 feet, through a central angle of 19°40'50"; thence run S 65°00'01" E, a distance of 93.89 feet; thence run S 73°55'49" E, a distance of 6.05 feet; thence run N 84°27'03" E, a distance of 68.25 feet; thence run N 57°43'43" E, a distance of 85.07 feet; thence run N 28°46'23" E, a distance of 12.71 feet; thence run S 61°13'37" E, a distance of 15.00 feet; thence run N 28°46'23" E, a distance of 30.00 feet; thence run N 61°13'37" W, a distance of 15.00 feet; thence run N 28°46'23" E, a distance of 24.97 feet; thence run N 15°58'34" W, a distance of 81.14 feet; thence run N 31°16'04" W, a distance of 69.70 feet; thence run N 54°40'49" W, a distance of 66.70 feet; thence run N 35°19'11" E, a distance of 81.86 feet; thence run N 32°38'38" E, a distance of 72.38 feet; thence run N 20°15'42" E, a distance of 41.93 feet; thence run S 69°54'10" E, a distance of 168.45 feet; thence run S 63°26'35" E, a distance of 77.58 feet; thence run S 26°33'25" W, a distance of 28.37 feet; thence run S 45°19'31" E, a distance of 27.22 feet; thence run N 26°33'25" E, a distance of 37.68 feet to a point on a non-tangent curve, concave northerly, having a radius of 45.00 feet; thence, on a chord bearing of N 85°48'13" E and a chord distance of 30.30 feet, run easterly, along the arc of said curve, a distance of 30.90 feet, through a central angle of 39°20'46" to the point of tangency thereof; thence run N 66°07'50" E, a distance of 17.21 feet; thence run S 36°12'06" W, a distance of 1079.48 feet to a point on the northeasterly line of said Florida Power Easement; thence run N 61°01'43" W, along the northeasterly line thereof, a distance of 2056.35 feet to the POINT OF BEGINNING.

Containing 19.80 acres, more or less.



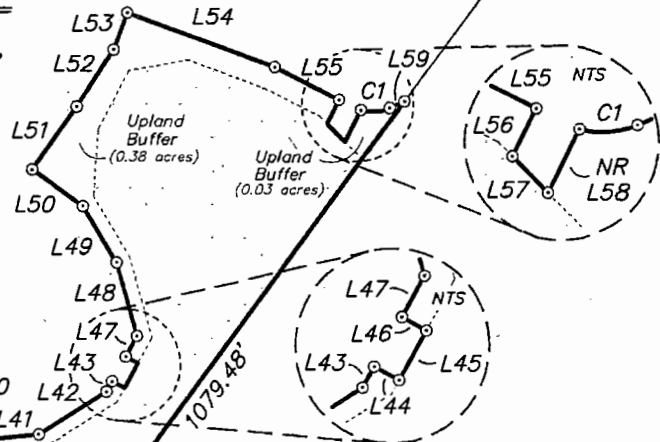
# EXHIBIT "A"



proposed

C1  
 $\Delta = 39^{\circ}20'46''$   
 $R = 45.00'$   
 $L = 30.90'$   
 Chord Bearing =  
 $N 85^{\circ}48'13'' E$   
 Chord = 30.30'

$\Delta = 19^{\circ}40'50''$   
 $R = 212.00'$   
 $L = 72.82'$   
 Chord Bearing =  
 $N 48^{\circ}47'23'' E$   
 Chord = 72.46'



See Sheet 5 of 7

**Easement B**  
 Wetland  
 (18.02 acres)

unplatted

LINE TABLE

LINE	BEARING	LENGTH
L37	N 85°14'19" E	69.85'
L38	N 79°52'15" E	16.35'
L39	S 65°00'01" E	93.89'
L40	S 73°55'49" E	6.05'
L41	N 84°27'03" E	68.25'
L42	N 57°43'43" E	85.07'
L43	N 28°46'23" E	12.71'
L44	S 61°13'37" E	15.00'
L45	N 28°46'23" E	30.00'
L46	N 61°13'37" W	15.00'
L47	N 28°46'23" E	24.97'
L48	N 15°58'34" W	81.14'
L49	N 31°16'04" W	69.70'
L50	N 54°40'49" W	66.70'
L51	N 35°19'11" E	81.86'
L52	N 32°38'38" E	72.38'
L53	N 20°15'42" E	41.93'
L54	S 69°54'10" E	168.45'
L55	S 63°26'35" E	77.58'
L56	S 26°33'25" W	28.37'
L57	S 45°19'31" E	27.22'
L58	N 26°33'25" E	37.68'
L59	N 66°07'50" E	17.21'

LINE TABLE

LINE	BEARING	LENGTH
L29	N 66°12'17" E	90.76'
L30	N 83°43'14" E	63.36'
L31	S 55°07'26" E	51.00'
L32	S 64°10'53" E	42.36'
L33	S 59°33'31" E	60.44'
L34	S 59°29'58" E	76.77'
L35	S 60°46'51" E	56.61'
L36	N 88°42'55" E	77.96'

Easement A

northeasterly line of easement  
 2056.35' (total)  
 100' Florida Power Easement  
 O.R.B. 1950, Page 862  
 603.85'

basis of bearings (assumed)

S 89°47'08" W 1025.03'

south line of Section 34-23-27

SE corner of  
 Section 34-23-27



Sheet 4 of 7

See Sheet 3 of 7 for legal description.  
 See Sheets 4 and 5 of 7 for sketch.

(GBA Job No. 1113.9)

# EXHIBIT "A"

1" = 200'

unplatted

proposed

Point of Beginning

Point of Commencement  
NE corner of  
the SE 1/4 of  
the SW 1/4 of  
Section 34-23-27

Easement A

LINE TABLE

LINE	BEARING	LENGTH
L1	S 34°36'07" E	25.42'
L2	S 24°42'52" E	66.58'
L3	S 59°29'24" E	142.89'
L4	S 47°45'21" E	112.62'
L5	N 86°54'37" E	51.65'
L6	S 03°05'23" E	25.00'
L7	N 86°54'37" E	30.00'
L8	N 03°05'23" W	25.00'
L9	N 86°54'37" E	33.81'
L10	N 78°54'31" E	138.50'
L11	N 72°53'13" E	167.09'
L12	S 57°19'24" E	160.44'
L13	S 54°40'49" E	17.01'
L14	S 35°19'11" W	29.80'
L15	S 19°06'09" E	10.65'
L16	S 54°40'49" E	41.74'
L17	S 35°19'11" W	17.56'
L18	S 19°06'09" E	43.38'
L19	S 66°23'39" W	110.91'
L20	S 35°40'36" W	75.06'

Easement B

Wetland  
(18.02 acres)

Easement C

$\Delta = 03^{\circ}04'41''$   
R = 1020.00'  
L = 54.80'  
Chord Bearing =  
S 55°47'04" E  
Chord = 54.79'

$\Delta = 02^{\circ}38'36''$   
R = 580.00'  
L = 26.76'

Upland Buffer  
(0.20 acres)

Upland Buffer  
(0.68 acres)

100' Florida Power Easement  
O.R.B. 1950, Page 862

LINE TABLE

LINE	BEARING	LENGTH
L21	S 47°01'22" W	57.98'
L22	S 06°34'38" W	133.51'
L23	S 11°20'50" E	87.72'
L24	S 80°52'20" E	13.80'
L25	N 51°25'06" E	60.64'
L26	N 62°02'36" E	112.14'
L27	N 81°09'17" E	56.29'
L28	N 85°33'08" E	74.98'
L29	N 66°12'17" E	90.76'

2056.35' (total)

See Sheet 4 of 7

Sheet 5 of 7

See Sheet 3 of 7 for legal description.  
See Sheets 4 and 5 of 7 for sketch.  
(GBA Job No. 1113.9)

## EXHIBIT "A"

### *Legal Description*

### *Easement C*

*A portion of Section 34, Township 23 South, Range 27 East, Orange County, Florida, described as follows:*

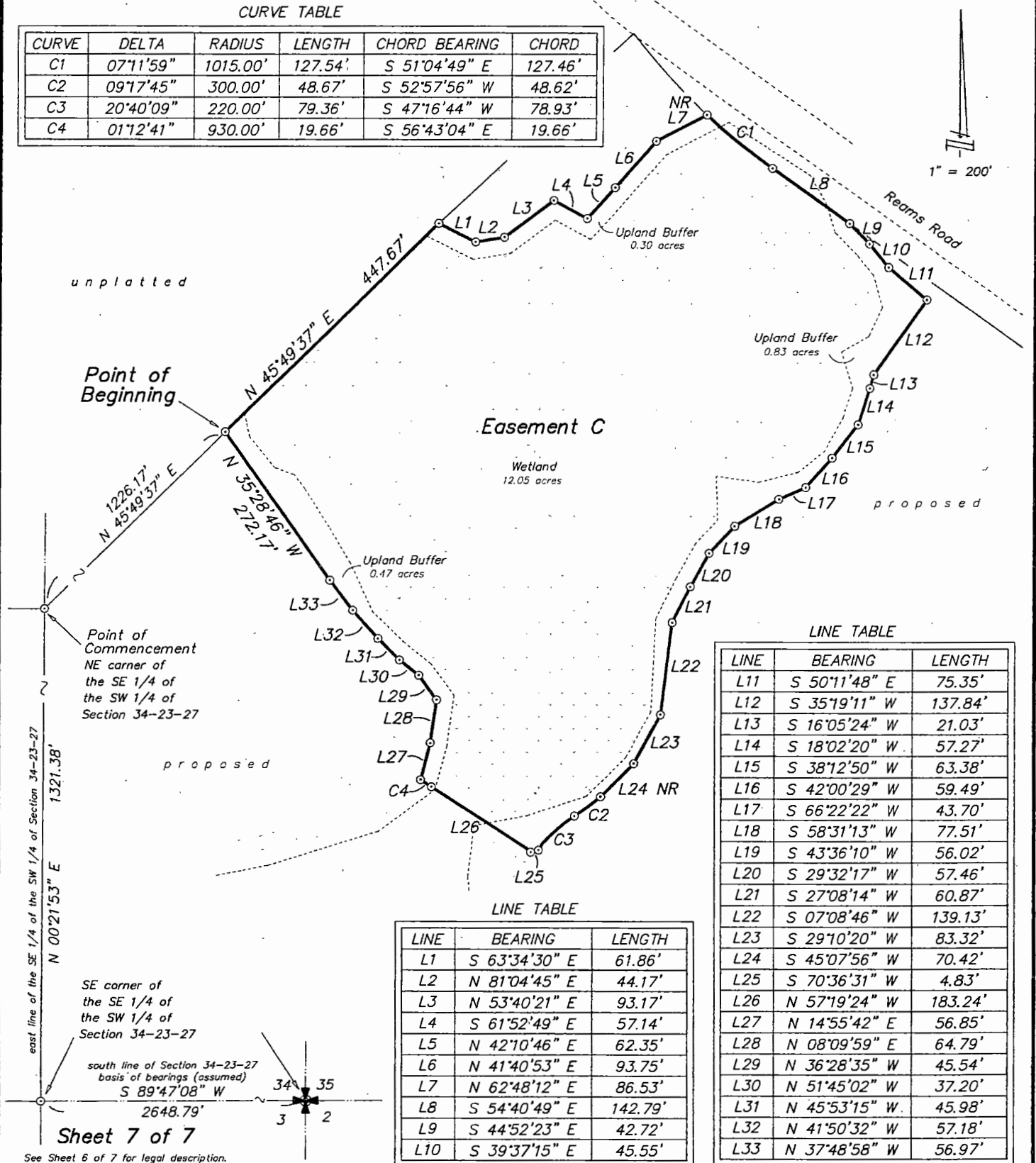
*Commence at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run N 45°49'37" E, a distance of 1226.17 feet for the POINT OF BEGINNING; thence continue N 45°49'37" E, a distance of 447.67 feet; thence run S 63°34'30" E, a distance of 61.86 feet; thence run N 81°04'45" E, a distance of 44.17 feet; thence run N 53°40'21" E, a distance of 93.17 feet; thence run S 61°52'49" E, a distance of 57.14 feet; thence run N 42°10'46" E, a distance of 62.35 feet; thence run N 41°40'53" E, a distance of 93.75 feet; thence run N 62°48'12" E, a distance of 86.53 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 1,015.00 feet; thence, on a chord bearing of S 51°04'49" E and a chord distance of 127.46 feet, run southeasterly along the arc of said curve, a distance of 127.54 feet, through a central angle of 07°11'59" to the point of tangency thereof; thence run S 54°40'49" E, a distance of 142.79 feet; thence run S 44°52'23" E, a distance of 42.72 feet; thence run S 39°37'15" E, a distance of 45.55 feet; thence run S 50°11'48" E, a distance of 75.35 feet; thence run S 35°19'11" W, a distance of 137.84 feet; thence run S 16°05'24" W, a distance of 21.03 feet; thence run S 18°02'20" W, a distance of 57.27 feet; thence run S 38°12'50" W, a distance of 63.38 feet; thence run S 42°00'29" W, a distance of 59.49 feet; thence run S 66°22'22" W, a distance of 43.70 feet; thence run S 58°31'13" W, a distance of 77.51 feet; thence run S 43°36'10" W, a distance of 56.02 feet; thence run S 29°32'17" W, a distance of 57.46 feet; thence run S 27°08'14" W, a distance of 60.87 feet; thence run S 07°08'46" W, a distance of 139.13 feet; thence run S 29°10'20" W, a distance of 83.32 feet; thence run S 45°07'56" W, a distance of 70.42 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 300.00 feet; thence, on a chord bearing of S 52°57'56" W and a chord distance of 48.62 feet, run southwesterly along the arc of said curve, a distance of 48.67 feet, through a central angle of 09°17'45" to a point of reverse curvature of a curve, concave southeasterly, having a radius of 220.00 feet and a central angle of 20°40'09"; thence run southwesterly, along the arc of said curve, a distance of 79.36 feet; thence run S 70°36'31" W, a distance of 4.83 feet; thence run N 57°19'24" W, a distance of 183.24 feet to a point of curvature of a curve, concave northeasterly, having a radius of 930.00 feet and a central angle of 01°12'41"; thence run northwesterly, along the arc of said curve, a distance of 19.66 feet to the point of tangency thereof; thence run N 14°55'42" E, a distance of 56.85 feet; thence run N 08°09'59" E, a distance of 64.79 feet; thence run N 36°28'35" W, a distance of 45.54 feet; thence run N 51°45'02" W, a distance of 37.20 feet; thence run N 45°53'15" W, a distance of 45.98 feet; thence run N 41°50'32" W, a distance of 57.18 feet; thence run N 37°48'58" W, a distance of 56.97 feet; thence run N 35°28'46" W, a distance of 272.17 feet to the POINT OF BEGINNING.*

*Containing 13.65 acres, more or less.*

# EXHIBIT "A"

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	07°11'59"	1015.00'	127.54'	S 51°04'49" E	127.46'
C2	09°17'45"	300.00'	48.67'	S 52°57'56" W	48.62'
C3	20°40'09"	220.00'	79.36'	S 47°16'44" W	78.93'
C4	01°12'41"	930.00'	19.66'	S 56°43'04" E	19.66'



LINE TABLE

LINE	BEARING	LENGTH
L1	S 63°34'30" E	61.86'
L2	N 81°04'45" E	44.17'
L3	N 53°40'21" E	93.17'
L4	S 61°52'49" E	57.14'
L5	N 42°10'46" E	62.35'
L6	N 41°40'53" E	93.75'
L7	N 62°48'12" E	86.53'
L8	S 54°40'49" E	142.79'
L9	S 44°52'23" E	42.72'
L10	S 39°37'15" E	45.55'

LINE TABLE

LINE	BEARING	LENGTH
L11	S 50°11'48" E	75.35'
L12	S 35°19'11" W	137.84'
L13	S 16°05'24" W	21.03'
L14	S 18°02'20" W	57.27'
L15	S 38°12'50" W	63.38'
L16	S 42°00'29" W	59.49'
L17	S 66°22'22" W	43.70'
L18	S 58°31'13" W	77.51'
L19	S 43°36'10" W	56.02'
L20	S 29°32'17" W	57.46'
L21	S 27°08'14" W	60.87'
L22	S 07°08'46" W	139.13'
L23	S 29°10'20" W	83.32'
L24	S 45°07'56" W	70.42'
L25	S 70°36'31" W	4.83'
L26	N 57°19'24" W	183.24'
L27	N 14°55'42" E	56.85'
L28	N 08°09'59" E	64.79'
L29	N 36°28'35" W	45.54'
L30	N 51°45'02" W	37.20'
L31	N 45°53'15" W	45.98'
L32	N 41°50'32" W	57.18'
L33	N 37°48'58" W	56.97'

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

**PARCEL ONE:**

COMMENCE AT A CONCRETE MONUMENT. THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. THENCE SOUTH 87°59'14" EAST 2649.62 FEET TO AN IRON PIN. THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED: THENCE NORTH 01°51'23" EAST 1385.18 FEET TO AN IRON PIN. THENCE NORTH 46°48'45" EAST 2080.78 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF REAMS ROAD. THENCE SOUTH 54°04'10" EAST 1037.0 FEET TO AN IRON PIN ON SAID RIGHT-OF-WAY. THENCE SOUTH 35°55'50" WEST 2751.13 FEET TO AN IRON PIN ON THE SOUTH LINE OF SECTION 34. THENCE WITH THE SOUTH LINE OF SAID SECTION NORTH 87°59'14" WEST 787.81 FEET TO AN IRON PIN THE POINT OF BEGINNING.

THERE IS A 100 FOOT POWER EASEMENT FOR POWER TRANSMISSION LINES ACROSS THIS TRACT.

**PARCEL TWO:**

COMMENCE AT AN IRON PIN, THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 87°59'14" WEST, 536.24 FEET ALONG THE SOUTH LINE OF SAID SECTION TO AN IRON PIN, THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUE WITH THE SOUTH LINE OF SAID SECTION NORTH 87°59'14" WEST, 1325.56 FEET TO AN IRON PIN; THENCE NORTH 35°55'50" EAST, 2751.13 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF REAMS ROAD; THENCE WITH SAID RIGHT-OF-WAY SOUTH 54°04'10" EAST, 1100.00 FEET, CROSSING THE EAST LINE OF SECTION 34 TO AN IRON PIN ON SAID RIGHT-OF-WAY; THENCE SOUTH 35°55'50" WEST, 2011.47 FEET CROSSING THE WEST LINE OF SECTION 35 TO A POINT ON THE SOUTH LINE OF SECTION 34, AN IRON PIN AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 87°59'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 536.24 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 87°59'14" WEST, ALONG SAID SOUTH LINE 488.79 FEET; THENCE RUN NORTH 35°55'50" EAST, 2284.22 FEET TO A POINT ON THE

SOUTHWESTERLY RIGHT-OF-WAY LINE OF REAMS ROAD; THENCE RUN SOUTH 54°04'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 405.62 FEET; THENCE RUN SOUTH 35°55'50" WEST, 2011.47 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N 89°47'08" E, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 2648.79 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AND THE POINT OF BEGINNING; THENCE RUN N 00°21'53" E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 1,321.38 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN N 45°49'37" E, A DISTANCE OF 2,088.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REAMS ROAD, DESCRIBED AND PLATTED AS REAMS ROAD IN PLAT BOOK 3, PAGES 85 THROUGH 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 54°40'49" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF REAMS ROAD, A DISTANCE OF 1,731.38 FEET TO A POINT; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S 36°12'06" W, A DISTANCE OF 2,192.73 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE RUN S 89°47'08" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1,623.76 FEET TO THE POINT OF BEGINNING.