

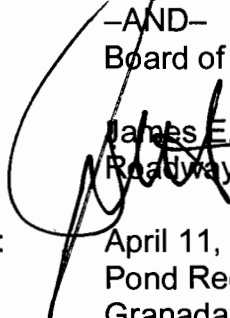


Interoffice Memorandum

AGENDA ITEM

March 20, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee

SUBJECT: April 11, 2017 – Consent Item
Pond Reconfiguration and Roadway Development Agreement
Granada PD (Parcels E, F, and G) Sand Lake Connector Road and
Turkey Lake Road (Related to Case # PSP-16-11-380)

The Roadway Agreement Committee has reviewed the Pond Reconfiguration and Roadway Development Agreement Granada PD (Parcels E, F and G) for the Sand Lake Connector Road and Turkey Lake Road ("Agreement") by and among Sevillana, LLC, Marbellana, LLC, Goza, LLC and Orange County. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the design, permitting, and construction reconfiguring a County pond and construction of certain access improvements. The properties and access improvements are depicted in Exhibit "H" of the Agreement (last page).

All three-property owners are within the Granada PD, generally located at the southwest corner of Sand Lake Road and Turkey Lake Road. However, the Sevillana and Marbellana properties do not have direct access to a publicly dedicated roadway. This agreement establishes secondary direct public access for these properties in coordination with adjacent property owners including Goza, Wal-Mart Stores East, LP, and Orange County. The secondary access to Turkey Lake Road would be provided via a Wal-Mart easement together with temporary access easement from the County and the reconfiguration and modification of the County pond.

Sevillana and Marbellana will design, permit and construct the reconfigured County pond and construct certain improvements providing secondary access to Turkey Lake Road at their sole cost and expense. The County will cooperate with expeditious permitting, prompt review, approval and execution of permit drawings, construction plans, specifications and applications. The County will continue to own and maintain the

Page Two

April 11, 2017 – Consent Item

Pond Reconfiguration and Roadway Development Agreement

Granada PD (Parcels E, F, and G) Sand Lake Connector Road and Turkey Lake Road

reconfigured County pond and infrastructure within the County access easement area. Currently, Sevillana and Marbellana have an access easement and a utility easement across the Wal-Mart property needed for the secondary access. Contingent upon the future dedication of the Wal-Mart easement area as right-of-way, the County may, at its sole discretion, declare the secondary access as public-right-of-way.

Sevillana and Marbellana will also provide two traffic studies to determine whether a traffic signal is warranted and justified for the secondary access location along Turkey Lake Road and shall escrow the full cost of the traffic signal for a period not to exceed 10 years.

Finally, the Agreement provides for a potential connector road to Sand Lake Road through the Goza property as a reliever to existing transportation congestion at the Sand Lake Road/Turkey Lake Road, Interstate 4 intersections. The Goza developer agrees to reserve a 60 foot right-of-way to accommodate a two-lane undivided roadway for a period of 15 years (with a possible five-year extension) or until it is determined, the connection is no longer feasible. If the Goza developer elects to construct the connector road improvement, the constructing party shall be granted full transportation impact fee credits or equivalent mobility fees.

The Roadway Agreement Committee approved the Granada PD Pond Reconfiguration and Roadway Development Agreement on December 14, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5610.

ACTION REQUESTED: Approval and execution of Pond Reconfiguration and Roadway Development Agreement Granada PD (Parcels E, F, and G) (*Sand Lake Connector Road and Turkey Lake Road*) by and between Sevillana, LLC, Marbellana, LLC, Goza, LLC and Orange County to design, permit and construct a reconfigured County pond and construct certain improvements within the County temporary access easement and reservation of right-of-way for a future Connector Road. District 1

JEH/HEGB:rep

Attachment

BCC Mtg. Date: April 11, 2017

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

James Seay, Esq.
Holland & Knight, LLP
SunTrust Center
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

Tax Parcel ID Nos.:
35-23-28-0000-00-053
35-23-28-0000-00-008
35-23-28-0000-00-056
35-23-28-7825-00-010

SPACE ABOVE THIS LINE FOR RECORDING DATA

POND RECONFIGURATION AND ROADWAY DEVELOPMENT AGREEMENT

GRANADA PD (Parcels E, F, and G)

(Sand Lake Connector Road and Turkey Lake Road)

THIS POND RECONFIGURATION AND ROADWAY DEVELOPMENT AGREEMENT (this “**Agreement**”), effective as of the latest day of execution (the “**Effective Date**”), is made and entered into by and between SEVILLANA, LLC, a Florida limited liability company, successor by conversion of Sevillana, Inc., a Florida corporation (“**Sevillana**”); MARBELLANA, LLC, a Florida limited liability company (“**Marbellana**”); GOZA, LLC, a Florida limited liability company (“**Goza**”) (individually, “**Owner**”, or collectively, “**Owners**”), all of whose addresses are 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819; and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 (“**County**”). The County, Sevillana, Marbellana, and/or Goza are sometimes individually referred hereafter as “**Party**,” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Sevillana and Marbellana are currently the fee simple owners of those certain unimproved parcels of real property in unincorporated Orange County consisting of approximately seventy-one and 1/10th (71.1) acres for Sevillana, and ninety-two and 4/10ths (92.4) acres for Marbellana, situated near the southwest quadrant of the intersection of Sand Lake Road and Turkey Lake Road, as more particularly described in the legal description and sketch of description set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Sevillana Property**" and the "**Marbellana Property**", respectively, and together the "**Sevillana and Marbellana Properties**"); and

WHEREAS, Goza is the fee simple owner of that certain unimproved parcel of real property in unincorporated Orange County consisting of approximately thirty-five and 6/10ths (35.6) acres situated immediately north of the Sevillana and Marbellana Properties, more particularly described in the legal description and sketch of description set forth in **Exhibit "B"** and attached hereto and by this reference made a part hereof (the "**Goza Property**"); and

WHEREAS, the Sevillana and Marbellana Properties are neither contiguous to nor do they have direct access to a publicly dedicated roadway, while the Goza Property has direct access to Turkey Lake Road; and

WHEREAS, the Sevillana Property, Marbellana Property, and Goza Property (herein sometimes collectively referred to as the "**Sevillana, Marbellana, and Goza Properties**") exist within the Granada Planned Development (the "**Granada PD**") and Granada Development of Regional Impact (the "**Granada DRI**"), both of which have served as the basis for the issuance of certain Binding Letters of Vested Rights and Vested Rights Certificates and both of which are

approved, valid, and vested for certain concurrency, consistency, and development entitlement purposes; and

WHEREAS, the Sevillana and Marbellana Properties' land use is classified within both the Granada PD and the Granada DRI for residential development and Sevillana and Marbellana desire to sell the Sevillana and Marbellana Properties for such use; and

WHEREAS, Wal-Mart Stores East, LP, a Delaware limited partnership, is the fee simple owner of the property contiguous to the Sevillana, Marbellana and Goza Properties at the eastern boundary thereof, which is more particularly described in the attached **Exhibit "C"** and incorporated herein by reference (the "**Wal-Mart Property**"); and

WHEREAS, County is the fee simple owner of certain real property located to the east of the Wal-Mart Property, as more particularly described in the legal description and sketch of description set forth in **Exhibit "D"** attached hereto and by this reference made a part hereof (the "**County Property**"), upon which the County has located a storm water retention / detention system (the "**County Pond**"); and

WHEREAS, the eastern boundary of the County Property is contiguous to the western right of way of Turkey Lake Road, such that the Sevillana, Marbellana, and Goza Properties, the Wal-Mart Property, the County Property, and the western right-of-way boundary of Turkey Lake Road comprise a strip of contiguous parcels joined at their respective boundaries; and

WHEREAS, in connection with the ultimate development of the Sevillana and Marbellana Properties for residential uses the County has required an access in addition to the Goza Access (described below) to be provided for Sevillana and Marbellana Properties development (the "**Secondary Access**"); and

WHEREAS, Goza has agreed to allow a roadway connection between the Sevillana and Marbellana Properties and Turkey Lake Road through the Goza Property (the “**Goza Access**”). Likewise, Wal-Mart has previously granted in favor of Sevillana and Marbellana that certain **Access Easement**, filed in the Official Records of Orange County, Florida (“**County Records**”) on November 10, 2016 under Document No. 20160588483 (the “**Wal-Mart Access Easement**”), and that certain **Utility Easement**, filed in the County Records November 10, 2016 under Document No. 20160588482, both across the Wal-Mart Property in the location shown on the sketch of description labeled **Exhibit “E”** which is attached hereto and made a part hereof (collectively, the “**Wal-Mart Easements**”), and the County has agreed to allow: (i) a reconfiguration and modification of the County Pond (the “**Reconfigured County Pond**”); and (ii) a temporary access and utility easement in favor of the Sevillana Property and Marbellana Property across the County Property to Turkey Lake Road (the “**County Temporary Access Easement**”). Both the Reconfigured County Pond and the location of the County Temporary Access Easement (the “**County Temporary Access Easement Area**”) are depicted on **Exhibit “F”** which is attached hereto and made a part hereof; and

WHEREAS, the Wal-Mart Easement together with the County Temporary Access Easement will comprise and provide the Secondary Access as a temporary access easement from the Sevillana and Marbellana Properties to Turkey Lake Road, until such time that the County may elect in its sole discretion, to declare and/or dedicate the County Temporary Access Easement Area as public right-of-way. If and when the County so elects to declare and/or dedicate the County Temporary Access Easement Area as public right-of-way, the County

Temporary Access Easement shall automatically terminate and become null and void without further action of the Parties hereto; and

WHEREAS, the Reconfigured County Pond will collect and store stormwater discharged from the exact same area and in the identical quantities as existed prior to the proposed reconfiguration and modification; and

WHEREAS, the County has agreed to Marbellana's and Sevillana's request to reconfigure the County Pond and the grant of the County Temporary Access Easement, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the form of the County Temporary Access Easement Agreement is attached hereto as **Exhibit "G"** and made a part hereof; and

WHEREAS, pursuant to the terms of this Agreement, Sevillana and Marbellana will undertake (at their sole cost and expense) the design, permitting, and construction of the Reconfigured County Pond and construction of certain improvements within the County Temporary Access Easement Area. The County Temporary Access Easement Area improvements shall include but not be limited to roadway, paving, drainage, utilities, lighting, and roadway landscaping (collectively, the "**Easement Improvements**"), which County Temporary Access Easement Area and Easement Improvements (less the Wal-Mart Easement) shall be dedicated to the public as a public roadway and be identified on and be a part of any PSP/Final Development Plan application submitted for the Sevillana and Marbellana Properties (the "**PSP Application**"), in which case, Sevillana and Marbellana shall enter into a Use Agreement, which shall include issuance of a Right-Of-Way Utilization Permit with the County

to retain, operate and maintain a portion of the Easement Improvements after such dedication;
and

WHEREAS, Sevillana and Marbellana have also requested, and County has agreed to grant a temporary license and right of entry over the County Property in addition to the County Temporary Access Easement Area for construction purposes to install and construct the Reconfigured County Pond and Easement Improvements; and

WHEREAS, in order to develop the Sevillana and Marbellana Properties and the Reconfigured County Pond, Sevillana and Marbellana further desire to obtain from the County certain permits, including but not limited to construction permits for the Easement Improvements, the aforementioned Use Agreement and Right-of-Way Utilization Permit, a Landscape and Maintenance Agreement, and possibly, an excavation and/or fill permit (collectively, the "**County Permits**"); and

WHEREAS, subject to the provisions and limitations of this Agreement the County requires Sevillana and Marbellana shall be jointly and severally responsible for the proper design, permitting, installation, and construction of the Easement Improvements at no cost to County; and

WHEREAS, commencing promptly after the Effective Date, as owner of the County Property, the County shall reasonably cooperate with Sevillana and Marbellana with the expeditious permitting and/or permit modification for the Easement Improvements and the Reconfigured County Pond, including, but not limited to prompt County review, approval, and execution of any such permit drawings, construction plans, specifications, and application(s); and

WHEREAS, the Parties agree that Sevillana and Marbellana shall be jointly and severally responsible for the proper design of the Reconfigured County Pond to accommodate the County Temporary Access Easement and the Easement Improvements; and

WHEREAS, Sevillana and Marbellana understand and acknowledge they may need to obtain with the reasonable and timely cooperation of the County revised or modified permits from outside agencies, including but not limited to the South Florida Water Management District (“**SFWMD**”) and, as applicable, the U. S. Army Corps of Engineers, in conjunction with the installation and construction of the Easement Improvements and/or the Reconfigured County Pond; and

WHEREAS, the Owners and the County hereby acknowledge that nothing in this Agreement shall constitute a change, modification, or additional condition of approval affecting the previously approved Granada PD or the Granada DRI.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between County and Owners, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

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

2. Issuance of Permits.

(a) Upon its approval of submitted applications, County shall issue any County Permits for the Reconfigured County Pond and Easement Improvements to Sevillana and Marbellana subject to the terms and conditions of this Agreement and, if approved, the PSP/Final Development Plan Application. Except for such modifications, alterations, changes,

installations, and construction specifically approved by the County in conjunction with the issuance of the County Permits or this Agreement, Sevillana and Marbellana shall not damage or disturb any portion of the County Pond while installing, maintaining, or repairing the Easement Improvements in a manner which impairs, or may impair, the functionality of the County Pond.

(b) Other than having a temporary non-exclusive easement over the County Temporary Access Easement Area pursuant to the County Temporary Access Easement described below, nothing by virtue of the issuance of the County Permit(s) or the terms contained herein, including the provisions herein whereby the County grants Sevillana and Marbellana a license and right of entry to construct the Reconfigured County Pond, shall give or grant Sevillana and Marbellana any ownership or other property right(s) or interest(s) to or over any portion of the County Property. Moreover, the Reconfigured County Pond shall not be a joint use pond; storm water from the Sevillana and Marbellana Properties, the Wal-Mart Property, and the County Temporary Access Easement Area shall not be discharged into or through the Reconfigured County Pond. Furthermore, in the event of an improper or illicit discharge from the Sevillana or Marbellana Properties, or Wal-Mart Property or the County Temporary Access Easement Area into the Reconfigured County Pond, Sevillana and Marbellana, at no cost or expense to County, shall be jointly and severally responsible for all clean-up and testing as required by County or any other governmental agency with jurisdiction over the Reconfigured County Pond, including prevention of any further discharge and restoration to the immediately prior existing condition. The aforementioned joint and several responsibility of Sevillana and/or Marbellana shall remain effective for a period of the later of (i) one (1) year following the date of

the County certificate of completion for the Reconfigured County Pond, or (ii) the date of acceptance for maintenance of the Reconfigured County Pond by the County.

3. Grant of County Temporary Pond License and Right of Entry. This Agreement shall be deemed to constitute a temporary license and a right of entry issued by the County:

(a) to Sevillana and Marbellana for the purposes of allowing Sevillana and Marbellana, and its employees, agents, consultants, contractors, and subcontractors, reasonable ingress and egress upon, over, under, across, and through the County Property to construct and install, at Sevillana and Marbellana's sole cost and expense, the Reconfigured County Pond, all pursuant to the terms and conditions of this Agreement and the County Permits (the “**County Pond License**”); and

(b) to Sevillana and Marbellana, along with its employees, agents, consultants, contractors, and subcontractors, for reasonable ingress and egress upon, over, under, across, and through the County Temporary Access Easement Area to, prior to their conveyance to the County, to construct, install, use, maintain and operate and, if necessary, to repair a portion of the Easement Improvements all pursuant to the terms and conditions of this Agreement and the County Permits (the “**Right of Entry**”).

4. Design, Permitting and Construction of Reconfigured County Pond and Easement Improvements.

(a) Sevillana and Marbellana, at no cost or expense to County, shall (i) cause the design and (ii) with the reasonable and timely cooperation of the County obtain all necessary permits including without limitation from County, and, as applicable, the State of Florida, the SFWMD, and the U.S. Army Corps of Engineers, for installing and constructing the

Reconfigured County Pond and Easement Improvements. The Reconfigured County Pond and the Easement Improvements shall be designed, constructed and installed pursuant to County specifications and all requirements included in the County Permits or in any other permits secured by Sevillana and Marbellana for the construction of the Easement Improvements and the Reconfigured County Pond, including requirements set forth in any SFWMD and, if applicable, U.S. Army Corps of Engineers permits. With regard to the Reconfigured County Pond, Sevillana and Marbellana shall submit all permit applications with any outside governmental agency to County for review and acceptance prior to submittal to any outside governmental agency. County, as the owner of the County Pond and Reconfigured County Pond, shall promptly review and sign any such application(s) as the applicant or co-applicant, subject to the preparation and submittal of all required documentation and fees by Sevillana and Marbellana. Also, Sevillana and Marbellana shall be responsible for all permit conditions, including certifying (or causing an acceptable engineer to certify) that the Reconfigured County Pond complies with all permit conditions.

(b) Sevillana and Marbellana shall ensure the Reconfigured County Pond, as modified and reshaped, provides a volume capacity, operational functionality, and treatment standards equal to or greater than the volume capacity, operational functionality, and treatment standards existing at the County Pond as of the Effective Date of this Agreement. Further, Sevillana and Marbellana shall stage construction of the Reconfigured County Pond and the Easement Improvements so the County Pond is continuously operational.

(c) Prior to installing the Reconfigured County Pond, Sevillana's and Marbellana's design shall be subject to the review and approval of the County, which approval shall not be unreasonably withheld or delayed.

(d) Sevillana and Marbellana shall not install or construct a fence or other barricade around the Reconfigured County Pond, or any portion thereof, unless otherwise required by County code, and vehicular traffic (other than County-authorized vehicles) shall be prohibited from the Reconfigured County Pond berms and slopes.

(e) Sevillana and Marbellana may, but shall not be required to, install the Reconfigured County Pond or the Easement Improvements prior to the issuance of the first vertical building permit for residential (including multi-family) structures upon the Sevillana or Marbellana Properties, and the recording of a subdivision plat. Except as allowed by County Code, any such vertical building permits shall be issued subject to Sevillana or Marbellana, as the case may be, obtaining approval of a preliminary subdivision plan, recording of a final plat, and entering into a developer's agreement with the County to specifically address early construction and adequate surety to the County for the completion of any required off-site improvements relating to the development of the Sevillana and Marbellana Properties. A County-issued certificate of completion for the Reconfigured County Pond and the paved roadway and related improvements within the County Temporary Access Easement Area (the "**County Roadway**") shall be required to have occurred prior to the use of the County Roadway for vertical construction or site work access to either or both of the Sevillana and Marbellana Properties. The rights herein provided for Sevillana and Marbellana to commence and complete the Reconfigured County Pond and the Easement Improvements shall continue so long as the

County conditions PSP/Final Development Plan approval of the Sevillana and Marbellana Properties upon the availability of an access in addition to the Goza Access.

(f) The provisions of this Agreement regarding and relating to the Reconfigured County Pond, the County Temporary Access Easement and construction of the Easement Improvements are occasioned by the County requirement for the Secondary Access in addition to the Goza Access, which Secondary Access requirement will be manifested as a condition of the County's PSP/Final Development Plan approval for the Sevillana and Marbellana Properties. Consequently, the County Temporary Access Easement and construction of the Reconfigured County Pond and the Easement Improvements are precursor events necessary to implement effectuation of the Secondary Access conditions of PSP/Final Development Plan approval. Accomplishment of such precursor events is only obligatory hereunder in connection with satisfying the herein described Secondary Access condition.

(g) The activities described in this Section 4 and Section 8(b) are expected to be undertaken by the one or more of the developer successor owners to Sevillana and Marbellana, concurrently with development of the Sevillana Property and/or the Marbellana Property.

5. Operation of Reconfigured County Pond. Commencing on the date on which a certificate of completion is issued by the County for the Reconfigured County Pond, the County shall perpetually operate, maintain, and when necessary, repair, the storm water conveyance structure system and equipment for the Reconfigured County Pond, all pursuant to County and any other applicable governing standards and at the County's sole expense. Marbellana and Sevillana shall assign to the County the Reconfigured County Pond contractor's warranties

which shall include and cover competent, non-negligent operation of the Reconfigured County Pond for a period of one (1) year following the County's issuance of a certificate of completion for the Reconfigured County Pond (the "**Reconfigured Pond Warranty**"). The Reconfigured Pond Warranty shall be secured by escrow cash or letter of credit in an amount which is customarily required by the County, and in form and content which is reasonably acceptable to the County.

6. Operation of Easement Improvements. Commencing as of the date on which a certificate of completion is issued by the County for the Easement Improvements, and prior to County's acceptance of such for maintenance, Sevillana and Marbellana (at no cost or expense to County) shall maintain and operate and, when necessary, repair, the Easement Improvements, which shall be memorialized by a standard County Use Agreement and customary Right-Of-Way Utilization permit with the County. This obligation shall include but not be limited to paved surfaces, sidewalks, seating areas, lighting, and signage, and the landscaping and trees installed on the County Temporary Access Easement Area slopes (if any) including mowing and spraying the grassed areas of the County Temporary Access Easement Area, and repairing of cross-culverts under the access roadway (if any), all pursuant to County standards. The Easement Improvements shall be maintained, and when necessary, repaired, in such a manner as will not interfere with the general use and purpose of the Reconfigured County Pond, and shall not create a safety hazard, in the County's reasonable opinion.

If, prior to acceptance for maintenance, County determines, in its sole discretion, any of the Easement Improvements present a safety hazard, the County shall provide written notice to Sevillana and Marbellana of such determination, specify the action necessary to eliminate or

remove the safety hazard, and allow Sevillana and Marbellana a commercially reasonable period of time to eliminate or remove the safety hazard, not to exceed thirty (30) days. If Sevillana and Marbellana fail to eliminate or remove the safety hazard within such period of time, County may take all necessary actions to eliminate or remove such safety hazard, including temporarily restricting or prohibiting access across the County Temporary Access Easement Area and assess any reasonable costs to Sevillana and Marbellana, who shall pay any such assessments within thirty (30) days of Sevillana's and Marbellana's receipt of such written notice and evidence of such reasonable costs incurred by the County.

Notwithstanding anything herein to the contrary, if the safety hazard is a condition that County in its sole discretion believes needs to be immediately eliminated or removed in order to avoid a threat of imminent injury or harm to persons or property, then County may take all necessary action to eliminate the condition without first giving Sevillana and Marbellana any notice or opportunity to cure the condition. However, as soon as reasonably practical after the County eliminates or removes the imminent safety hazard, the County shall notify Sevillana and Marbellana of the condition and the emergency action taken by the County, and shall assess any reasonable costs to Sevillana and Marbellana, who shall pay all such costs within thirty (30) days.

Upon dedication of any Easement Improvements to the County, and with the exception of any maintenance obligations that may be assumed (but are not required to be assumed) by Sevillana or Marbellana under a separate County agreement, County shall perpetually operate, maintain, and when necessary, repair, the Easement Improvements at County's sole expense.

7. ***Flooding Condition.*** Prior to dedication to the County of any Easement Improvements, if an event or condition, other than an act of God, primarily attributable to or caused by the Reconfigured County Pond or the construction and use of the County Temporary Access Easement Area and/or Easement Improvements renders the Reconfigured County Pond incapable of retaining stormwater as designed and/or incapable of preventing flooding upon the occurrence of the design flood event (a “**Flooding Condition**”), the County shall notify Sevillana and Marbellana in writing of the Flooding Condition, including a summary of the findings which support the County's determination a Flooding Condition exists. Sevillana and Marbellana and the County shall work together in good faith to attempt to resolve the Flooding Condition to the mutual satisfaction of the Parties. Sevillana and Marbellana and the County shall evaluate all reasonable, practical, and viable options and solutions to eliminate or resolve the Flooding Condition, including solutions involving additional excavation, construction of retaining walls, installation of underground storm water systems, and discharge of excess storm water into Lake Marie, and acquisition and/or dedication of additional areas for the Reconfigured County Pond, at no cost to County.

If, after diligent and good faith efforts, the County and Sevillana and Marbellana are unable to agree upon a solution to eliminate or resolve the Flooding Condition to the mutual satisfaction of the Parties, then County shall have the right to remove or modify portions of the Easement Improvements located within the County Temporary Access Easement Area at Marbellana and Sevillana's expense. County's right of removal shall be preceded by not less than thirty (30) days prior written notice to Sevillana and Marbellana. Provided however, the removal of Easement Improvements or modification of the County Temporary Access Easement

Area shall be limited to the extent as will simultaneously relieve the Flooding Condition and preserve the access functionality and utility availability provided by the County Temporary Access Easement.

If the County deems it necessary, pursuant to the procedures above, to remove a portion of the Easement Improvements that provide vehicular and pedestrian circulation, then this Agreement and the County Temporary Access Easement, together with the obligations established herein or hereunder, shall be accordingly modified. County shall evaluate and consider all known reasonable, practical, and viable options and solutions before removing any of such Easement Improvements, and before modifying this Agreement and all easements and obligations established herein and hereunder.

8. *Grant of County Temporary Access Easement; Traffic Studies.*

(a) The County shall grant in favor of and for the benefit of the public and the Sevillana and Marbellana Properties a temporary nonexclusive easement for ingress, egress, lighting, landscaping, utilities and access on, over, under, across, and through the County Temporary Access Easement Area (the “**County Temporary Access Easement**”), in the form attached hereto as **Exhibit “G.”** If the County approves a PSP or a Final Development Plan for all, or a substantial part of the Sevillana and Marbellana Properties, which requires an access in addition to the Goza Access, the County shall grant the County Temporary Access Easement simultaneously with such approvals. The right of way and Easement Improvements shall be dedicated to the public as a public right of way, with the exception of the Wal-Mart Easement Access Area (as defined and legally described in the Wal-Mart Access Easement) which shall not be dedicated but rather shall remain as an easement over that portion of the right of way

property, unless the County requests the Wal-Mart Easement Access Area to be dedicated for public right of way purposes and the Wal-Mart Easement Access Area is so conveyed in accordance with the provisions of the Wal-Mart Access Easement.

(b) Subject to the timing contemplated by Section 4(g) above, at the request of the County, in connection with the approval of a PSP/Final Development Plan for the Sevillana or Marbellana Properties, Sevillana and/or Marbellana shall at its/their expense, provide to the County following the County's request, two (2) traffic studies within a ten (10) year period (commencing on and measured from the Effective Date), for the southern Secondary Access connection to Turkey Lake Road at the County Temporary Access Easement Area to determine whether a traffic signal is warranted and justified at such intersection for the build-out of the Sevillana and Marbellana Properties. In addition, not later than thirty (30) days after the County approves the final construction plans for the County Roadway within the County Temporary Access Easement Area, the successors/developers of Marbellana and Sevillana shall place in escrow for said ten (10) year period with an escrow agent to be agreed upon by the Parties prior to the Effective Date, the full cost of the traffic signal at the Secondary Access location along Turkey Lake Road (the "**Traffic Signal Escrow**"). If either traffic study determines that the traffic signal is warranted and justified, then Marbellana or Sevillana shall construct the traffic signal, and upon acceptance of the constructed traffic signal by the County, the entire Traffic Signal Escrow shall be released to Marbellana and Sevillana. If neither study determines that the traffic signal is warranted after said ten (10) year period, then the Traffic Signal Escrow shall be released to Marbellana and Sevillana or their designees without further condition.

9. Evidence of Title. Prior to accepting the County Temporary Access Easement, Sevillana and Marbellana shall secure, at their sole cost and expense, evidence of title in the form of a current title search or title insurance commitment which reflects the County as the owner in fee simple to the County Temporary Access Easement Area and details all of the encumbrances of record affecting said area. The County's grant of the County Temporary Access Easement shall be free and clear of all liens and encumbrances, except for easements of record acceptable to Sevillana and Marbellana, if any.

10. Application for Sign Variance or Waiver. Sevillana and Marbellana intend to apply to the County for a variance or waiver pursuant to the County's Signage Code which, if approved, would allow Sevillana and Marbellana to install and construct project and directional signage within the County Temporary Access Easement Area and/or the Easement Improvements. Sevillana and Marbellana understand and acknowledge that nothing in this Section 10 or this Agreement means, or may be construed as meaning, that the County is obligated or required to approve any such variance or waiver request.

11. Sand Lake Road Connector. The Sevillana and Marbellana Properties will receive their access via: (i) the County Temporary Access Easement (or the publically dedicated roadway following construction and dedication of such roadway); and (ii) an easement through the Goza Property to Turkey Lake Road (the "**Goza Access Easement**"). The County has expressed an interest in pursuing a connector road (the "**Connector Road**") running from Sand Lake Road south through the Goza Property to a point of connection with the Goza Access Easement and the County Temporary Access Easement. The purpose of the Connector Road is to relieve existing transportation congestion at the Sand Lake Road/Turkey Lake Road/Interstate

4 Intersections, and not for the purpose of providing safe and adequate ingress and egress for any of the Goza Property, the Sevillana Property or the Marbellana Property.

To facilitate this potential Connector Road, Goza has identified and reserved the route of the Connector Road through the Goza Property (the “**Goza Connector Road Route**”), together with two points where a Connector Road may intersect with the Goza Access Easement and the northern boundary of the Goza Property (the “**Goza Connection Points**”). The Goza Connector Road Route configuration and the Goza Connection Points are depicted on the Goza/Sevillana/Marbellana Concept Plan, attached hereto and incorporated herein as **Exhibit “H.”** Goza consents to recordation of a notice identifying the locations where the Connector Road may intersect with the Goza Access Easement and the northern boundary of the Goza Property.

12. Connector Road Right of Way Reservation and Conveyance by Goza. In the event all of the following conditions precedent (the “**Conditions Precedent**”) occur, upon the last to occur Goza agrees to convey a sixty (60) foot wide right of way to accommodate a two (2) lane undivided roadway (the “**Goza Connector Road Reservation**”). Such land shall be used only for construction of the Connector Road and related necessary improvements (the “**Intended Purpose**”):

(a) The County approves a PSP/Final Development Plan for the Sevillana and Marbellana Properties with all appeal periods having expired with no appeals, or all appeals having been settled, subject to conditions acceptable to the Owners thereof; and

(b) The County executes this Agreement together with the other Parties identified herein; and

(c) SFWMD and the County issue all permits necessary to accomplish the Reconfigured County Pond and Easement Improvements requirements set forth in this Agreement with all appeal periods having expired or all appeals having been settled, subject to conditions acceptable to the Owners of the Sevillana and Marbellana Properties; and

(d) Concurrently with the Effective Date of this Agreement, the County executes and delivers the County Temporary Access Easement in form and substance shown by the attached **Exhibit “G”**, and thereafter records the same.

(e) The County elects to acquire and acquires the Connector Road right of way from the Goza northern boundary to Sand Lake Road (the “**Sand Lake Road IV Connector**”). The combination of the Sand Lake Road IV Connector and the Goza Connector Road shall comprise the Connector Road. Upon the occurrence of the last of the Conditions Precedent, Goza shall convey to the County the property included within the Goza Connector Road Reservation. Such land shall be used primarily only for the Intended Purpose.

(f) Subject to the Conditions Precedent, Goza shall undertake the following procedure for the conveyance of property included within the Goza Connector Road Reservation:

(i) *Conveyed Lands.* Goza shall convey to the County by Special Warranty Deed marketable fee title to the property included within the Goza Connector Road Reservation (the “**Conveyed Lands**”).

In the event conveyance does not occur within the time frame described in this Agreement, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(ii) *Procedure.* The conveyance of the Conveyed Lands shall be by special warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any, and subject to the restrictive use Intended Purpose covenant and the reservations and limitations described herein (the “**Conveyed Lands Deed**”). The consideration for the transfer shall be ten dollars (\$10.00) and other good and valuable consideration. The Conveyed Lands Deed shall contain a covenant such that the Conveyed Lands shall be used solely by the County for the Intended Purpose as outlined in this Agreement. Goza shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and minimum documentary stamp tax, if any, which shall be payable based upon a free donation of the Conveyed Lands to the County. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Goza to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Goza for the year of conveyance.

(iii) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands, Goza shall deliver to the County, at Goza’s sole cost and expense, a commitment to issue an Owner’s Policy of Title Insurance naming County as the insured (the “**Title Commitment**”). The original Owner’s Policy of Title Insurance (the “**Title Policy**”) shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(iv) *Environmental Audit.* No less than thirty (30) days prior to conveyance, the County may obtain at its sole cost and expense a current (within 6 months of

conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as reasonably determined by County and agreed by Goza, then prior to the conveyance, the County may obtain at its sole cost and expense a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Goza may, but is not obligated to remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Goza and County may, but are not required to negotiate and enter into a separate agreement whereby Goza and the County allocate between each other the full cost of remediation; or (iii) either Goza or County may terminate this Section 12 of this Agreement at their option.

(v) *Compliance with Section 286.23, Florida Statutes.* Goza shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.

(vi) *Use and Access Reservation.* During the period of right of way reservation and prior to commencement of Connector Road construction, the Goza Property Owner/developer (together with their respective guests, invitees, employees, agents and contractors) may use and improve (and at its or their election), and maintain the Goza portion of the Connector Road right of way. Such improvement and use may include, but not be limited to landscaping, lawns, recreation, pathways and such other temporary improvements as will not

unreasonably impair the ultimate use of the right of way for its Intended Purpose. The Conveyed Lands Deed to the County shall memorialize the rights herein reserved, including a perpetual right of passage over and across the right of way to preserve the existing access and enjoyment of the riparian rights and use of Big and Little Sand Lakes located west of said right of way.

No fence shall be required or allowed along or within the boundary lines of the Goza portion of the Connector Road. In addition, the stormwater retention/detention ponds required for the Goza portion of the Connector Road shall be designed in a manner such that under the County code no fence shall be required.

13. Expiration of Connector Road Right of Way Reservation. The Connector Road Reservation set forth in Sections 11 and 12 of this Agreement shall expire and revert to Goza upon the earlier of: (a) expiration of fifteen (15) years after the Effective Date of this Agreement; or (b) a determination by the County that the Connector Road is no longer feasible to construct. Provided, however if prior to the expiration of the aforementioned fifteen (15) year term referenced in this Section 13, the County includes the total costs of the Connector Road (including condemnation costs, if any) in its most current Five Year Capital Improvement Plan (“**CIP**”) of the Growth Management Plan, the fifteen (15) year term will be granted a one-time extension to the end of the fifth year of that particular, specific CIP.

14. Modification of Connection Points and Connector Road Location. In connection with securing PSP Final Development Plan approval for development of the Goza Property, Goza (or its successors or assigns) may reasonably revise or modify the location of the Goza Connection Points and the Goza Connector Road Route / Goza Connector Road Reservation to accommodate the aforesaid PSP or Final Development Plan.

15. Construction of Connector Road; Impact Fee Credits. Under no circumstances shall any of the Owners or the developer of the Goza, Marbellana or Sevillana Properties be required to construct the Connector Road between the Connection Points. Additionally, under no circumstances shall the development of any of such properties pursuant to the approved Granada PD / Granada DRI be conditioned upon construction or existence of the Connector Road. If the County acquires both the Sand Lake Road IV Connector and the Goza Connector Road, then: (i) the County may at any time thereafter build the Goza Connector Road through the Goza Property within the Goza Connector Road Route, or a modified Goza Connector Road Route per Section 14 hereof; or (ii) if all the Conditions Precedent have occurred but the County has not already built the Connector Road, and the developer of the Goza Property delivers to the County a current transportation engineering study indicating that construction of the Connector Road will have the positive affect of diverting some traffic away from the Sand Lake Road/Turkey Lake Road intersection, then the developer of the Goza Property may, but is not obligated to, construct the Connector Road. If Goza, its successors or assigns, or the developer of the Goza Property elects to construct the Connector Road, then in accordance with Section 23-95, Orange County Code, as may be amended (the “**Impact Fee Ordinance**”), the Connector Road improvement shall be eligible for and the constructing party shall be granted full transportation impact fee credits or its equivalent (such as mobility fees). Such credits shall be for the actual costs incurred for such roadway, including but not limited to the cost of the aforementioned transportation engineering study, the design, permitting, testing, mitigation, and construction of the Connector Road, as the same are all approved by the County, which approval shall not be unreasonably conditioned or delayed. In accordance with the Impact Fee Ordinance,

such impact fee credits or their equivalent shall be transferable and usable by development occurring within the transportation impact fee zone wherein the Goza Property is located. Prior to the construction of the Connector Road, regardless of the party performing such construction, Goza and its successors and assigns shall be permitted, but are not obligated, to use the Connector Road right of way area (Conveyed Lands area) for landscaping, lawns, recreation, pathways, and such other temporary improvements so long as such uses do not unreasonably impair the ultimate use of the Connector Road right of way area for its Intended Purpose. To this extent, the Conveyed Lands Deed shall provide for such temporary use, which use shall automatically terminate without further action of either Party and be of no further force and effect upon the construction of the Connector Road and related improvements, evidenced by on-site construction activity by the constructing Party.

16. Successors and Assigns. This Agreement shall inure to the benefit and burden of the County and the Owners' heirs, legal representatives, successors, and assigns who have been specifically designated and identified by an Owner in a written instrument transferring an interest in this specifically identified Agreement. This Agreement shall be enforceable by: (i) the County and Owners, and (ii) any successor in title to the lands of any party intended to be benefited by the provisions of this Agreement who has received an assignment of a specifically identified enforcement interest in this Agreement. Owners have the right to assign and transfer their rights under this Agreement only in connection with the sale or transfer of their respective properties or interests in their respective properties. After the transfer of the entirety of any one Owner's property and the directly related assignment of this Agreement, said transferring Owner shall have no further rights or obligations hereunder, including, without limitation to any liabilities of

said Owner under this Agreement, and the name of the transferee/assignee shall be substituted for the applicable Owner wherever it appears herein, whereupon such transferee/assignee shall have all rights, obligations and liabilities under this Agreement from and after the date of such transfer. Owners shall provide at least thirty (30) days prior written notice to the County of such transfer, assignment and/or sale, including the name of and contact information for such assignee/transferee/purchaser.

17. Indemnification.

(a) To the fullest extent permitted by law, except for and to the extent of any negligent acts or omissions of the County, Sevillana and Marbellana shall defend, indemnify, and hold harmless the County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance by Sevillana or Marbellana of their obligations under this Agreement. Except for and to the extent of any negligent acts or omissions of the County, Sevillana and Marbellana shall indemnify and hold harmless the County and any governmental body or utility authority properly using the County Temporary Access Easement and/or the Easement Improvements from and against all expenses, costs, or claims for any damages to the Easement Improvements which may result from the use of the improvements within the County Temporary Access Easement Area. Notwithstanding the foregoing to the contrary, for clarification purposes and avoidance of any doubt, except for any limited warranty for the completion of the County Roadway which may be assigned from Sevillana and Marbellana to the County, Sevillana and/or Marbellana shall not be liable, either individually or jointly to the County or any third party or parties relating to use of the County

Roadway following the issuance of a certificate of completion by the County for the County Roadway.

(b) Except for and to the extent of any negligent acts or omissions of the County, Sevillana and Marbellana agree to defend, indemnify and hold harmless the County from any and all damages, cost, claims, expenses, suits, losses, liabilities, or obligations of any kind, including without limitation, environmental assessments, evaluations, remediation, fines, penalties and clean-up costs which may be asserted against or imposed upon or incurred by the County arising from Sevillana and Marbellana's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials (the "**Materials**") related in any way to Sevillana and Marbellana's construction of the Reconfigured County Pond and construction of the Easement Improvements. Sevillana and Marbellana shall dispose of all Materials relating to the construction of the Reconfigured County Pond and Easement Improvements in strict compliance with applicable local, County, state and federal statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and shall provide evidence of such disposal satisfactorily to the County on a weekly basis to County's designated representative. If either of Sevillana or Marbellana fail to comply with this Section, the respective Party shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Sevillana's and Marbellana's failure to comply and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. Upon discovery of a failure or violation related to its disposal operations, Sevillana and Marbellana shall immediately provide notice of such failure or violation to County and to all applicable governmental agencies

having jurisdiction. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

18. Insurance.

(a) Prior to commencing any site work improvements within the County Temporary Access Easement or the Reconfigured County Pond area, Sevillana and Marbellana shall possess and maintain, and shall require its contractors and subcontractors performing work within the County Temporary Access Easement or the Reconfigured County Pond area, to possess and maintain, insurance coverage of such types and with such terms and limits as specified in sub-Section (c) below.

(b) Sevillana and Marbellana shall provide Certificates of Insurance to the County to verify coverage. The name of the project for which the Easement Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall be specifically endorsed to name the County as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Failure of Sevillana and Marbellana to maintain, or cause to be maintained, insurance coverage for themselves or for any other persons or entities for whom they are responsible or to ensure their contractors maintain coverage shall not relieve Sevillana and Marbellana of any contractual responsibility, obligation, or liability.

(c) Required insurance coverages:

(i) Commercial General Liability – Sevillana and Marbellana and their contractors shall maintain coverage issued on an ISO form CG 00 01 or its equivalent, with a limit of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. Sevillana and Marbellana further agree coverage shall not contain any endorsements excluding or limiting Product/Completed Operations, Independent Contractors, Contractual Liability, or Separation of Insured. Commercial umbrella and excess coverage shall include liability coverage for damage to Sevillana and Marbellana's or their contractors completed work equivalent to that provided under ISO Form CG 00 01 12 04. Policy(ies) shall include a waiver of subrogation in favor of the County.

(ii) Workers' Compensation Employer's Liability – Sevillana and Marbellana and their contractors and subcontractors shall maintain coverage for its employees with statutory workers' compensation limits, and not less than Five Hundred Thousand Dollars (\$500,000.00) per accident or incident for Employers' Liability. Such coverage shall include a waiver of subrogation in favor of the County. The County will not accept elective exemptions.

(iii) Business Auto Liability - Sevillana and Marbellana and their contractors and subcontractors shall maintain coverage for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or combined single incident.

(iv) Contractor's Pollution Legal Liability — Sevillana and Marbellana and their contractors shall maintain pollution legal liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. Coverage shall include coverage for third-

party claims for bodily injury and property damage as well as remediation costs associated with a pollution incident resulting from Sevillana and Marbellana's or their contractors' operations.

(d) If Sevillana and Marbellana sell their interest in the Sevillana and Marbellana Properties and assign their interest in this Agreement, the insurance requirements herein imposed shall be transferred and assigned to the new owners and Agreement assignees.

19. Notice. Whenever, pursuant to this Agreement or otherwise, notice or demand shall or may be given to any Party hereto, each such notice or demand shall be in writing and shall not be effective for any purpose unless the notice shall be given or served as follows: by mailing the same to the other Party or Parties by registered or certified mail, return receipt requested, or by overnight courier service, provided a receipt is required, at its notice address set forth below, or at such other address any Party may from time to time designate by notice given to the others. The date of receipt of the notice or demand shall be deemed the date of service thereof (unless the notice or demand is not received or accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof.

If to Sevillana, Marbellana and Goza:

Goza, LLC, Sevillana, LLC or Marbellana, LLC
Attention: Thomas T. Ross
5401 South Kirkman Road, Suite 650
Orlando, Florida 32819

With copies to:

Shutts & Bowen LLP
Attention: Daniel T. O'Keefe, Esq.
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Holland and Knight, LLP
Attention: James E.L. Seay, Esq.
SunTrust Center
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

If to County: Orange County Administrator
 P.O. Box 1393
 201 South Rosalind Avenue
 Orlando, Florida 32802-1393

With copies to: Orange County Public Works Department
 Attention: Director
 4200 South John Young Parkway
 Orlando, Florida 32839

 Orange County Community, Environmental,
 and Development Services Department
 Attention: Manager, Transportation Planning Division
 Orange County Public Works Complex
 4200 South John Young Parkway
 Orlando, Florida 32839-9205

20. *Recordation of Agreement / Runs with the Land.* This Agreement shall be recorded in the Official Records of Orange County, Florida, at Sevillana and Marbellana's expense, within ten (10) business days of the Effective Date. Subject to the assignment provisions of Section 16 above, this Agreement shall run with the land.

21. *Applicable Law.* This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and in accordance with the Orange County Code.

22. *Limitations of Remedies.* County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

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

(i) action for specific performance or injunction; or

(ii) the right to set off, against the amounts of impact fees to be credited in favor of Owners under this Agreement, (A) any amounts due to County from Owners under this Agreement but remaining unpaid, and (B) the reasonable costs to County of performing any action or actions required to be done under this Agreement by Owners, but which Owners have failed or refused to do when required; or

(iii) any combination of the foregoing.

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

(b) *Limitations on Owners' Remedies.* Upon any failure by County to perform its obligations under this Agreement, Owners shall be limited strictly to only the following remedies:

(i) action for specific performance or injunctive relief; or

(ii) action for declaratory judgment regarding the rights and obligations of Owners; or

(iii) any combination of the foregoing.

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

Under no circumstances shall Goza, the Goza Property or the developer of the Goza Property be held responsible for or required to perform and/or complete any of the obligations of Sevillana and Marbellana under this Agreement. Notwithstanding the foregoing statement, nothing herein precludes County from imposing a lien(s) against the Goza Property or the Sevillana and Marbellana Properties for non-payment of impact fees attributable to development occurring on that Party's property.

Notwithstanding anything in this Agreement to the contrary, under no circumstances shall any Owner be responsible or liable for the act or omission of any other Owner under this Agreement, except as provided in Section 2(b) above. For avoidance of any doubt, (i) Sevillana shall not be responsible or liable for the act or omission of Marbellana and/or Goza, (ii) Marbellana shall not be responsible or liable for the act or omission of Sevillana and/or Goza, and (iii) Goza shall not be responsible or liable for the act or omission of Marbellana and/or Sevillana.

23. Attorney Fees. In the event any Party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other Party arising out of this Agreement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the Parties unless in writing and executed by all the Parties hereto or their respective successors.

25. Construction of Agreement. Captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to

explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

26. Default. If a Party believes a default exists, it shall provide written notice to the defaulting Party stating the specific nature of the default which shall include identification of the Section of this Agreement to which the asserted default pertains. The defaulting Party shall then have ten (10) business days following receipt of the default notice within which to provide a response regarding the alleged default, which response shall include a timeframe within which any default shall be cured. From time to time, Goza, Marbellana, or Sevillana (or their respective successors and assigns) may request in writing a statement from the County of whether the County has reason to believe (i) any of the Parties is in default under this Agreement and/or (ii) this Agreement is in force and in good standing. The County shall respond to any such inquiry within ten (10) calendar days following receipt of the request. If the County response indicates a Party is in default hereunder or the Agreement is not in good standing, the County response shall state the basis for such opinion with specificity. If County fails to timely respond, this Agreement shall be conclusively presumed to be in good standing without default.

27. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

28. Wal-Mart Compliance. Sevillana and Marbellana shall reasonably cooperate with the County if and when the County requests Wal-Mart to dedicate the Wal-Mart “Access Area” (as defined in the Wal-Mart Access Easement) (the “**Wal-Mart Access Easement Area**”) for public right-of-way purposes, pursuant to Section 10 of the Wal-Mart Access Easement,

including pursuit of a lawsuit for specific performance. If Wal-Mart fails or refuses to provide such dedication, then any approval of the Secondary Access shall be as a privately owned and maintained roadway within the Sevillana Property (the “**Private Roadway Segment**”). If required as a result of Wal-Mart’s aforementioned failure or refusal, the Private Roadway Segment shall commence at the eastern boundary of the Wal-Mart Access Easement Area, and run in a westerly direction across the Sevillana Property to a point of intersection of the eastern edge of the Goza Access Road, as depicted on the attached **Exhibit “G”**. Sevillana and/or its successors and assigns shall be responsible for maintaining the Private Roadway Segment in perpetuity to County roadway maintenance standards, and shall ensure nothing impedes, blocks, or otherwise impairs pedestrian and vehicular traffic from utilizing and traveling over and across the Private Roadway Segment.

29. *List of Agreement Exhibits.*

Exhibit “A” Sevillana and Marbellana Properties Sketches of Description

Exhibit “B” Goza Property Sketch of Description

Exhibit “C” Wal-Mart Stores East, LP Property Sketch of Description

Exhibit “D” County Pond Property Sketch of Description

Exhibit “E” Wal-Mart Easement Sketch of Description

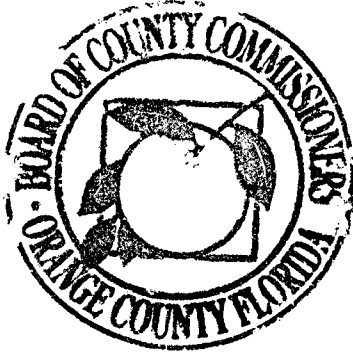
Exhibit “F” County Temporary Access Easement Area Sketch of Description

Exhibit “G” County Temporary Access and Utility Easement

Exhibit “H” Goza/Sevillana/Marbellana Concept Plan

[SIGNATURES ON THE FOLLOWING PAGES]

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



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:

Teresa Jacobs
Teresa Jacobs

Orange County Mayor

Date:

4.11.17

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

By: *Jennifer Lara-Klimetz*
for Deputy Clerk

Printed name: Jennifer Lara-Klimetz

SEVILLANA, LLC, a Florida limited
liability company

WITNESSES:

Mark Thomson
Print Name: MARK D. THOMSON

D. Howell
Print Name: D. Howell

By: *Tom Ross*

Name: THOMAS T. ROSS
Title: MANAGER

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me by
THOMAS T. ROSS, the MANAGER of Sevillana, LLC
_____, who is known by me to be the person described herein, this 7th day of
MARCH, 2017. S/he is personally known to me or has produced

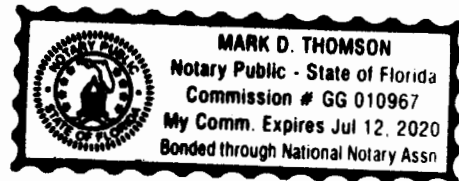
(type of identification) as identification and did did not (circle
one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day
of MARCH, 2017.

Mark Thomson
NOTARY PUBLIC

Print Name: MARK D. THOMSON

My Commission Expires: 7/12/2020



MARBELLANA, LLC, a Florida limited liability company

WITNESSES:

Mark Thomson
Print Name: MARK D. THOMSON
Debbie Howell
Print Name: Debbie Howell

By: *Tom Ross*
Name: THOMAS T. ROSS
Title: MANAGER

STATE OF FLORIDA
COUNTY OF ORANGE

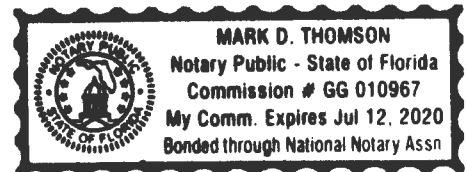
THE FOREGOING instrument was acknowledged before me by THOMAS T. ROSS, the MANAGER of Marbellana, LLC, who is known by me to be the person described herein, this 7th day of MARCH, 2017. S/he is personally known to me or has produced _____ (type of identification) as identification and did did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of MARCH, 2017.

Mark Thomson
NOTARY PUBLIC

Print Name: MARK D. THOMSON

My Commission Expires: 07/12/2020



GOZA, LLC, a Florida limited
liability company

WITNESSES:

Mark Thomson
Print Name: MARK D. THOMSON
Debbie Howell
Print Name: Debbie Howell

By: Thomas T. Ross
Name: THOMAS T. ROSS
Title: MANAGER

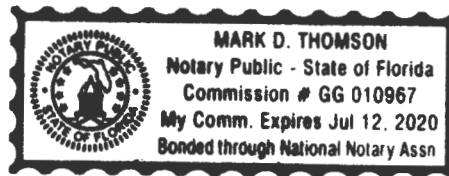
STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me by
THOMAS T. ROSS, the MANAGER of Goza, LLC, who
is known by me to be the person described herein, this 7th day of MARCH,
2017. S/he is personally known to me or has produced _____ (type of
identification) as identification and did did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day
of MARCH, 2017.

Mark Thomson
NOTARY PUBLIC

Print Name: MARK D. THOMSON
My Commission Expires: 07/12/2020



[EXHIBITS "A" THROUGH "H" ON FOLLOWING PAGES]

SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-5 - SKETCH

LEGAL DESCRIPTION (BY OTHERS)

PARCEL 1 (FEE SIMPLE ESTATE) {PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 5153628}
THAT PART OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND RUN S00°25'21"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 666.11 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND THE POINT OF BEGINNING; THENCE CONTINUE S00°25'21"W ALONG SAID WEST LINE FOR A DISTANCE OF 999.79 FEET; THENCE RUN S89°34'39"E FOR A DISTANCE OF 1251.77 FEET TO A POINT ON THE WEST LINE OF LOT 1, SAND LAKE PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 125 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S02°07'50"W ALONG SAID WEST LINE FOR A DISTANCE OF 98.31 FEET; THENCE RUN N67°27'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 648.00 FEET; THENCE RUN N89°57'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 292.00 FEET; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 605.93 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 05°11'59" AND A CHORD BEARING OF S65°21'18"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST LINE FOR A DISTANCE OF 21.78 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 130.46 FEET; THENCE RUN S26°43'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 744.76 FEET; THENCE RUN N71°14'01"W FOR A DISTANCE OF 2697.92 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 435, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°25'21"E ALONG SAID LINE FOR A DISTANCE OF 1010.19 FEET; THENCE RUN N62°33'09"E ALONG SAID LINE FOR A DISTANCE OF 848.45 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (FEE SIMPLE ESTATE) {PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 5153628}
THAT PART OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND RUN S00°25'21"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 666.11 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE CONTINUE S00°25'21"W ALONG SAID WEST LINE FOR A DISTANCE OF 999.79 FEET; THENCE RUN S89°34'39"E FOR A DISTANCE OF 1251.77 FEET TO A POINT ON THE WEST LINE OF LOT 1, SAND LAKE PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 125 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S02°07'50"W ALONG SAID WEST LINE FOR A DISTANCE OF 98.31 FEET; THENCE RUN N67°27'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 648.00 FEET; THENCE RUN N89°57'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 292.00 FEET; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 605.93 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 05°11'59" AND A CHORD BEARING OF S65°21'18"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST LINE FOR A DISTANCE OF 21.78 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 130.46 FEET; THENCE RUN S26°43'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 744.76 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°02'10"E ALONG SAID WEST LINE FOR A DISTANCE OF 429.13 FEET; THENCE RUN S80°23'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 371.72 FEET; THENCE RUN S88°28'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 458.00 FEET; THENCE RUN S86°28'12"W ALONG SAID WEST LINE FOR A DISTANCE OF 126.81 FEET; THENCE RUN S44°58'12"W ALONG SAID WEST LINE FOR A DISTANCE OF 82.17 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3/4 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N89°46'12"W ALONG SAID LINE FOR A DISTANCE OF 474.59 FEET TO THE NORTHWEST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S00°27'00"W FOR A DISTANCE OF 502.44 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE RUN N89°43'27"W FOR A DISTANCE OF 331.48 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S00°25'21"W FOR A DISTANCE OF 1339.36 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°36'36"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 750.04 FEET; THENCE RUN N00°25'21"E ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 435, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A DISTANCE OF 3270.56 FEET TO A POINT LYING N71°14'01"W A DISTANCE OF 2697.92 FEET FROM THE POINT OF BEGINNING; THENCE RUN S71°14'01"E FOR A DISTANCE OF 2697.92 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION (BY OTHERS) IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY OTHERS, SKETCH IS BASED ON THE ABOVE DESCRIPTION.
4. 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N89°36'46"E.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.07 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:  2/13/17

James M. Quartel, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARNAHAN-PROCTOR CROSS, INC.

CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:	10/19/2016
DRAWN BY:	LSA
CHECKED BY:	JWO

PROJECT # 151213
SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	5
CAD FILE: 151213 GRANADA ESM-A	

SKETCH OF LEGAL DESCRIPTION

EXHIBIT "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2-5 - SKETCH

ABBREVIATIONS:

A= ARC LENGTH

R= RADIUS

D= CENTRAL ANGLE

CB= CHORD BEARING

C= CHORD

ID= IDENTIFICATION

SEC= SECTION

R/W= RIGHT OF WAY

ORB= OFFICIAL RECORDS BOOK

FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION

PG= PAGE

O.C.=ORANGE COUNTY

U.E=UTILITY EASEMENT

PB=PLAT BOOK

NOTE: THE LEGAL DESCRIPTION IS BY OTHERS. THIS SKETCH IS TO DEPICT THE BOUNDARY AS DESCRIBED ON SHEET 1 AND NOT FOR TRANSFER OF PROPERTY.

SAND LAKE ROAD (SR 482)

(120' R/W PER FDOT R/W MAP SECTION 75002)

N89°36'46"E

N LINE OF THE NW 1/4 OF SEC 35-23-28

N LINE OF THE NE 1/4 OF SEC 35-23-28

POINT OF COMMENCEMENT
PARCELS 1 AND 2
NW CORNER OF THE
NE 1/4 OF SEC 35-23-28

PARCEL NO. 35-23-28-0000-00-052
ORB 5745, PG 1340

PLAZA VENEZIA PROPERTY OWNERS ASSOC INC

POINT OF BEGINNING
PARCEL 1
NW CORNER OF S 1/2 OF NW
1/4 OF NE 1/4 OF SEC 35-23-28

N62°33'09"E 848.45'

PARCEL 1
71.20± ACRES
VACANT & WOODED
PARCEL ID: 35-23-28-0000-00-008
SEVILLANA LLC
ORB 7346, PG 127

PARCEL NO.
35-23-28-0000-00-001
ORB 4934, PG 4302
MSC SAND LAKE IV INC

LOT 1
PHILLIPS VIEW
TOWER
PB 71, PGS.
150-154

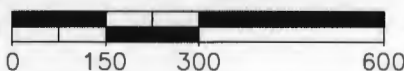
PARCEL 4
35.55± ACRES
VACANT & WOODED

CANAL & LANDSCAPE EASEMENT
ORB 169, PG. 196 &
ORB 2499, PG. 894

MATCH LINE A

MATCH LINE D

1" = 300'



GRAPHIC SCALE

N71°14'01"W
2697.92'

VIZCAYA HEIGHTS CONDOMINIUM

COMMON AREA

PARCEL NO. 35-23-28-8980-08-001

ORB 8976, PG. 4535

VIZCAYA HEIGHTS MULTICONDOMINIUM ASSN INC

IDS DESCRIBED IN ORB 5332, PAGE 435 LINE

N00°25'21"E 1010.19'

WEST LINE OF NORTHEAST 1/4
S00°25'21"W
999.79'
LINE OF THE NW 1/4 OF SEC 35-23-28



CARNAHAN-PROCTOR CROSS, INC.

CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801

PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213

SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION

ORANGE COUNTY, FL

SHEET NO.

2

OF

5

CAD FILE:

151213 GRANADA ESM-A

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-5 - SKETCH

SHEET 2-5 - SKETCH



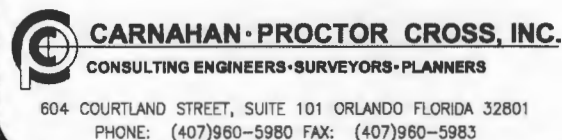
604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

CHECKED BY:
JWQ

SHEET NO.	OF
3	5
CAD FILE: 151213 GRANADA ESM-A	

EXHIBIT "A"

SHEET 2-5 - SKETCH



SHEET NO.	OF
4	5
CAD FILE: 151213 GRANADA ESM-A	

SHEET 2-5 - SKETCH

SHEET NO.	OF
5	5
CAD FILE:	
151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION
EXHIBIT "B"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - 3 SKETCH

LEGAL DESCRIPTION

PARCEL 4 {PER OFFICIAL RECORDS BOOK 10311, PAGE 8347}

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35 AND RUN SOUTH 00°07'00"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1282.04 FEET; THENCE RUN S88°16'59"W FOR A DISTANCE OF 365.86 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S88°16'59" WEST ALONG THE NORTHERLY LINE OF LOT 1, SAND LAKE PLAZA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 125 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR A DISTANCE OF 136.34 FEET; THENCE RUN N68°48'01"W ALONG SAID LINE FOR A DISTANCE OF 738.00 FEET; THENCE RUN S34°51'59"W ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 345.00 FEET; THENCE RUN S02°06'59"W ALONG SAID LINE FOR A DISTANCE OF 372.84 FEET; THENCE RUN N89°34'39"W FOR A DISTANCE OF 1251.83 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°25'21"E ALONG SAID LINE FOR A DISTANCE OF 999.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35; THENCE RUN N89°47'03"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 FOR A DISTANCE OF 1678.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD (96.00 FOOT RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING RADIUS OF 764.20 FEET, A CENTRAL ANGLE OF 44°15'20" AND A CHORD BEARING OF S36°26'02"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 590.27 FEET TO THE POINT OF TANGENCY; THENCE RUN S58°33'42"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 273.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 668.20 FEET AND A CENTRAL ANGLE OF 02°39'54"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 31.08 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY OTHERS, SKETCH IS BASED ON THE ABOVE DESCRIPTION.
4. 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N89°36'46"E.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.005 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 172.027, FLORIDA STATUTES.

For the firm to:

James L. Quire, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE: 10/10/2016
DRAWN BY: LSA
CHECKED BY: JWQ

PROJECT # 151213
GOZA PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	3
CAD FILE: 151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION EXHIBIT "B"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-3 - SKETCH

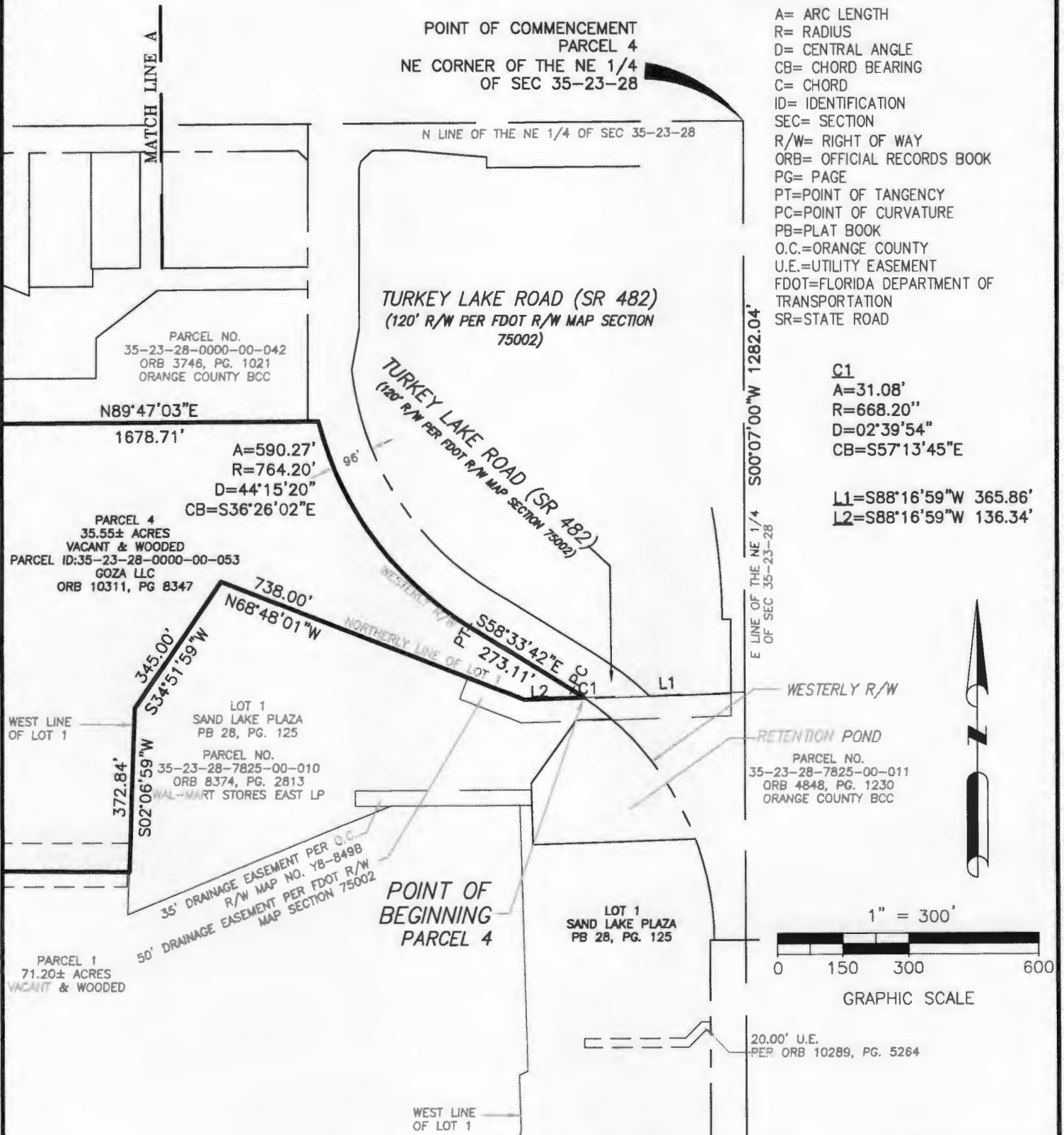
ABBREVIATIONS:

A= ARC LENGTH
R= RADIUS
D= CENTRAL ANGLE
CB= CHORD BEARING
C= CHORD
ID= IDENTIFICATION
SEC= SECTION
R/W= RIGHT OF WAY
ORB= OFFICIAL RECORDS BOOK
PG= PAGE
PT=POINT OF TANGENCY
PC=POINT OF CURVATURE
PB=PLAT BOOK
O.C.=ORANGE COUNTY
U.E.=UTILITY EASEMENT
FDOT=FLORIDA DEPARTMENT OF
TRANSPORTATION
SR=STATE ROAD

C1

A=31.08'
R=668.20"
D=02°39'54"
CB=S57°13'45"E

L1=S88°16'59"W 365.86'
L2=S88°16'59"W 136.34'



CARAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
GOZA PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

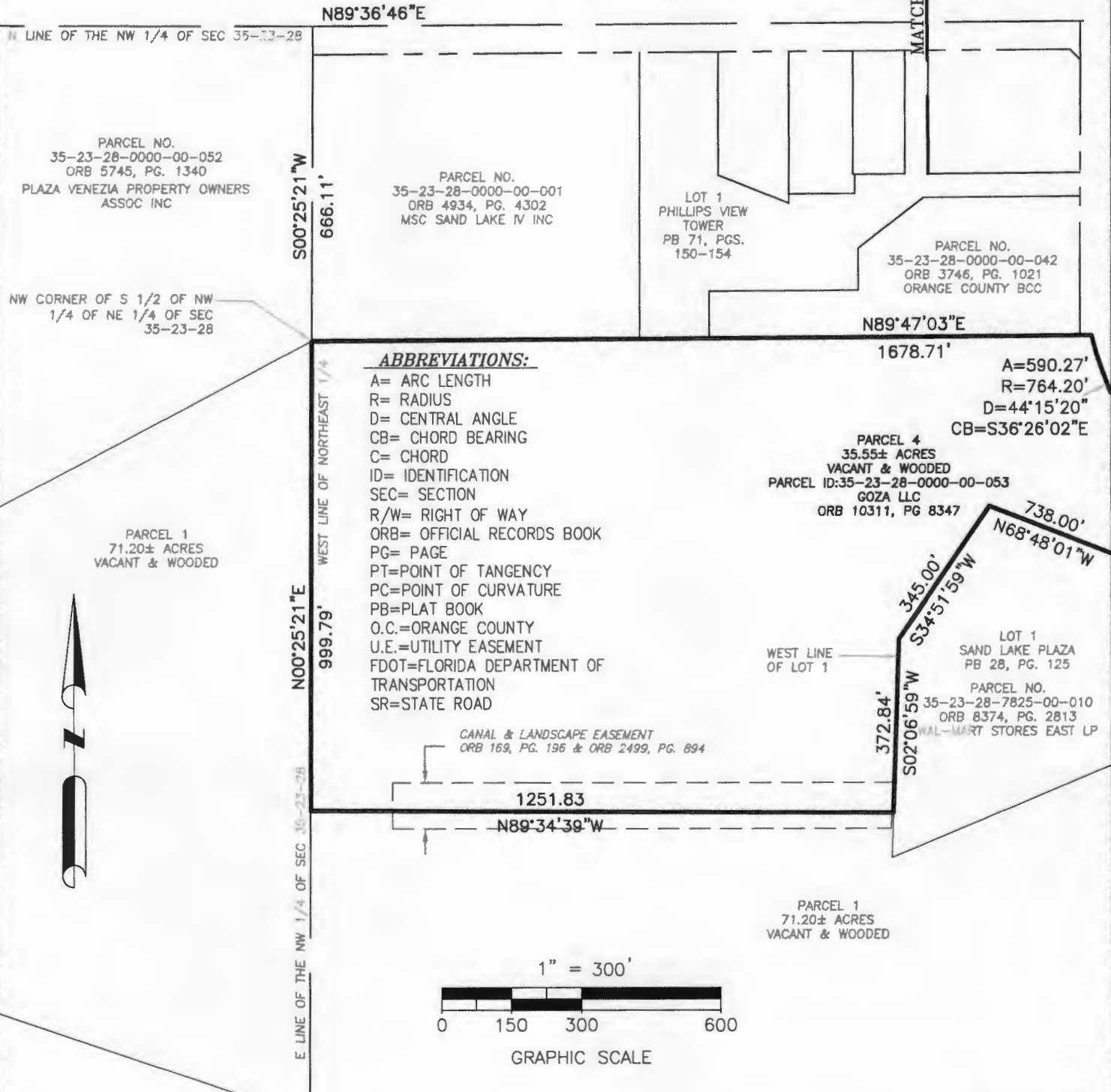
SHEET NO.	OF
2	3
CAD FILE: 151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION EXHIBIT "B"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-3 - SKETCH

SAND LAKE ROAD (SR 482) (120' R/W PER FDOT R/W MAP SECTION 75002)



SKETCH AND LEGAL DESCRIPTION
EXHIBIT "C"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-3 - SKETCH

LEGAL DESCRIPTION

PER OFFICIAL RECORDS BOOK 8374, PAGE 2813

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN LOT 1, SAND LAKE PLAZA; ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 125, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF LOT 1, SAND LAKE PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 125, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.; THENCE RUN NORTH 89°44'18" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 55.00 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°44'18" WEST ALONG THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 1407.25 FEET; THENCE RUN NORTH 00°30'45" EAST A DISTANCE OF 335.40 FEET; THENCE RUN NORTH 89°46'08" WEST A DISTANCE OF 165.88 FEET; THENCE RUN NORTH 00°29'59" EAST A DISTANCE OF 167.66 FEET; THENCE RUN NORTH 89°47'03" WEST A DISTANCE OF 188.28 FEET; THENCE RUN NORTH 44°57'21" EAST A DISTANCE OF 82.17 FEET; THENCE RUN NORTH 86°27'21" EAST A DISTANCE OF 126.81 FEET; THENCE RUN NORTH 88°27'19" EAST A DISTANCE OF 458.00 FEET; THENCE RUN NORTH 80°22'19" EAST A DISTANCE OF 371.72 FEET; THENCE RUN NORTH 00°03'01" WEST A DISTANCE OF 429.13 FEET; THENCE RUN NORTH 26°42'19" EAST A DISTANCE OF 744.76 FEET; THENCE RUN NORTH 01°22'36" WEST A DISTANCE OF 130.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF NORTH 65°16'47" EAST AND A CHORD DISTANCE OF 21.77 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°11'59" AN ARC DISTANCE OF 21.78 FEET; THENCE RUN NORTH 01°22'41" WEST A DISTANCE OF 605.93 FEET; THENCE RUN SOUTH 89°56'59" WEST A DISTANCE OF 292.00 FEET; THENCE RUN SOUTH 67°26'59" WEST A DISTANCE OF 648.00 FEET; THENCE RUN NORTH 02°06'59" EAST A DISTANCE OF 471.00 FEET; THENCE RUN NORTH 34°51'59" EAST A DISTANCE OF 345.00 FEET; THENCE RUN SOUTH 68°48'01" EAST A DISTANCE OF 738.00 FEET; THENCE RUN NORTH 88°16'59" EAST A DISTANCE OF 135.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 668.20 FEET, A CHORD BEARING OF SOUTH 52°30'53" EAST AND A CHORD DISTANCE OF 79.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°47'13" AN ARC DISTANCE OF 79.15 FEET; THENCE RUN SOUTH 88°16'59" WEST A DISTANCE OF 120.00 FEET; THENCE RUN SOUTH 36°16'38" WEST A DISTANCE OF 108.00 FEET; THENCE RUN SOUTH 01°23'02" EAST A DISTANCE OF 195.00 FEET; THENCE RUN NORTH 88°16'59" EAST A DISTANCE OF 114.38 FEET; THENCE RUN SOUTH 00°07'01" WEST A DISTANCE OF 474.37 FEET; THENCE RUN SOUTH 89°52'59" EAST A DISTANCE OF 17.05 FEET; THENCE RUN SOUTH 00°07'01" WEST A DISTANCE OF 639.18 FEET; THENCE RUN SOUTH 89°52'59" EAST A DISTANCE OF 61.95 FEET; THENCE RUN SOUTH 00°07'01" WEST A DISTANCE OF 9.26 FEET; THENCE RUN SOUTH 89°52'59" EAST A DISTANCE OF 175.29 FEET; THENCE RUN NORTH 45°37'41" EAST A DISTANCE OF 46.15 FEET; THENCE RUN SOUTH 00°37'41" WEST A DISTANCE OF 1160.04 FEET; THENCE RUN NORTH 89°22'19" WEST A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 00°37'41" WEST A DISTANCE OF 151.99 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY OTHERS, SKETCH IS BASED ON THE ABOVE DESCRIPTION.
4. 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N89°36'46"E.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 172.021, FLORIDA STATUTES.

For the firm by

James M. Quartel, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARNAHAN-PROCTOR CROSS, INC.

CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:	10/19/2016
DRAWN BY:	LSA
CHECKED BY:	JWQ

PROJECT # 151213
WAL-MART STORES EAST, LP PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	3
CAD FILE: 151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION EXHIBIT "C"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-3 - SKETCH

SAND LAKE ROAD (SR 482) (120' R/W PER FDOT R/W MAP SECTION 75002)

ABBREVIATIONS:

A= ARC LENGTH
R= RADIUS
D= CENTRAL ANGLE
CB= CHORD BEARING
C= CHORD
ID= IDENTIFICATION
SEC= SECTION
R/W= RIGHT OF WAY
ORB= OFFICIAL RECORDS BOOK
PG= PAGE
NT= NON TANGENT
NTC= NON-TANGENT CURVE
O.C.=ORANGE COUNTY
FDOT=FLORIDA DEPARTMENT OF
TRANSPORTATION
ST=STATE ROAD

N89°36'46"E

N LINE OF THE NE 1/4 OF SEC 35-23-28

NE CORNER OF THE NE 1/4
OF SEC 35-23-28 POINT OF
COMMENCEMENT
PARCEL 922

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	79.15'	668.20'	6°47'13"	S52°30'53"E	79.11'

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°16'59"E	135.88'
L2	S88°16'59"W	120.00'
L3	S36°16'38"W	108.00'
L4	S01°23'02"E	195.00'
L5	N88°16'59"E	114.38'
L6	S89°52'59"E	17.05'
L7	S89°52'59"E	61.95'
L8	S00°07'01"W	9.26'
L9	S89°52'59"E	175.29'
L10	N45°37'41"E	46.15'
L11	N89°22'19"W	5.00'
L12	S00°37'41"W	151.99'

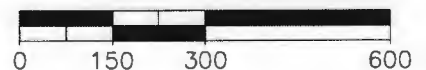


RETENTION POND

PARCEL NO.
35-23-28-7825-00-011
ORB 4848, PG. 1230
ORANGE COUNTY BCC

PARCEL ID:35-23-28-7825-00-012
PHILLIPS VILLAGE LIMITED PARTNERSHIP
ORB 10822, PG 5505

1" = 300'



GRAPHIC SCALE

MATCH LINE A



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213

WAL-MART STORES EAST, LP PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.

2

OF

3

CAD FILE:

151213 GRANADA ESM-A

SKETCH AND LEGAL DESCRIPTION

EXHIBIT "C"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2-3 - SKETCH

ABBREVIATIONS:

A= ARC LENGTH
R= RADIUS
D= CENTRAL ANGLE
CB= CHORD BEARING
C= CHORD
ID= IDENTIFICATION
SEC= SECTION
R/W= RIGHT OF WAY
ORB= OFFICIAL RECORDS BOOK
PG= PAGE
NT= NON TANGENT
NTC= NON-TANGENT CURVE
O.C.=ORANGE COUNTY
FDOT=FLORIDA DEPARTMENT OF
TRANSPORTATION
SR=STATE ROAD
(P)= PLAT

A=21.78'
R=240.00'
D=05°11'59"
CB=N65°16'47"E
C=21.77'
N01°22'36"W
130.46'

744.76'
N26°42'19"E

PARCEL ID:35-23-28-7825-00-012
PHILLIPS VILLAGE LIMITED PARTNERSHIP
ORB 10822, PG 5505

LOT 1
SAND LAKE PLAZA
PB 28, PG. 125

PARCEL NO. 35-23-28-7825-00-010
ORB 8374, PG. 2813
WAL-MART STORES EAST LP
47.03 ACRES

WEST R/W LINE OF
TURKEY LAKE ROAD

POINT OF BEGINNING
SE CORNER OF LOT 1
SAND LAKE PLAZA
PLAT BOOK 28, PAGE 125

SE CORNER OF THE NE 1/4 OF
SE 1/4 SEC 35-23-28

S LINE OF THE NE 1/4 OF SEC 35-23-28

PARCEL 2
92.14± ACRES
VACANT & WOODED

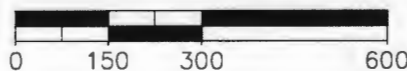
WEST LINE
OF LOT 1

SOUTH LINE OF LOT 1

S LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC 35-23-28 PER SECTION BREAKDOWN

S89°44'18"E 1462.25'(P)

1" = 300'



GRAPHIC SCALE

PARCEL NO.
35-23-28-0000-00-004
ORB 4258, PG. 2621
ZOOKEY, JOSEPH GEORGE &
NOLAN, PATRICIA Z
N LINE OF THE S 3/4 OF THE
IS 1/2 OF THE NW 1/4 OF
THE SE 1/4 OF SECTION 35

PARCEL NO.
35-23-28-0000-00-003
ORB 3925, PG. 3838
NOLAN, STEVEN S & PATRICIA
Z
N89°47'03"W
188.28'

N00°29'59"E
167.66'
165.88'
N89°46'08"W

N00°30'45"E
335.40'

429.13'
N00°03'01"W

371.72'
N80°22'19"E

N88°27'19"E

N86°27'21"E 126.81'

N44°57'21"E
82.17'

PARCEL NO. 35-23-28-0000-00-005
ORB 7728, PG. 4585
RICE, VIRGINIA & EDWARD H JR

PARCEL NO. 35-23-28-0000-00-012
ORB 9954, PG. 4065
OGLVIE, MARILYN J TR & ROBERT BRETT TR

PARCEL NO. 35-23-28-0000-00-013
ORB 2474, PG. 1023
OGLVIE, BEVERLY BURKHAM TR

PARCEL NO. 35-23-28-0000-00-006
ORB 7728, PG. 4585
OGLVIE, MARILYN J TR



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
WAL-MART STORES EAST, LP PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
3	3
CAD FILE: 151213 GRANADA ESM-A	

INTERSTATE NO. 4 (SR 400)

(R/W WIDTH VARIES PER FDOT R/W MAP SECTION 75002)

SKETCH AND LEGAL DESCRIPTION EXHIBIT "D"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

PARCEL 922 (RETENTION AREA)

DESCRIPTION: (PER OFFICIAL RECORDS BOOK 4848, PAGE 1230, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID NORTHEAST 1/4 OF SAID SECTION 35 AND RUN THENCE S 00°01'35" E ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 A DISTANCE OF 1,331.85'; THENCE RUN S 88°08'25" W A DISTANCE OF 303.82' FOR THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH LINE OF A 50' F.D.O.T. DRAINAGE EASEMENT RECORDED IN O.R. BOOK 915, PAGE 377 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 88°08'25" W ALONG SAID SOUTH LINE A DISTANCE OF 120'; THENCE RUN S 36°08'04" W A DISTANCE OF 108'; THENCE S 01°31'36" E A DISTANCE OF 195'; THENCE RUN N 88°08'25" E A DISTANCE OF 370.83' TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 668.20'; THENCE FROM A TANGENT BEARING OF N 20°20'34" W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°58'02" A DISTANCE OF 337.82' TO THE POINT OF BEGINNING.

CONTAINING 1.838 ACRES. MORE OR LESS

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY OTHERS, SKETCH IS BASED ON THE ABOVE DESCRIPTION.
4. 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N89°36'46"E.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

[Signature] 2/13/17
James W. Proctor, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARNAHAN-PROCTOR CROSS, INC.

CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016
DRAWN BY:
LSA
CHECKED BY:
JWC

PROJECT # 151213
COUNTY POND PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
CAD FILE:	
151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION

EXHIBIT "D"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

SAND LAKE ROAD (SR 482)

(120' R/W PER FDOT R/W MAP SECTION 75002)

OFFICIAL RECORD BOOK 915, PAGE 377

POINT OF COMMENCEMENT
NE CORNER OF THE NE 1/4 OF
SEC 35-23-28

N LINE OF THE NE 1/4 OF SEC 35-23-28

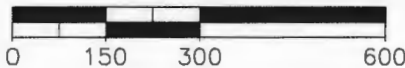
LOT 1
PHILLIPS VIEW
TOWER
PB 71, PGS.
150-154

PARCEL NO.
35-23-28-0000-00-042
ORB 3746, PG. 1021
ORANGE COUNTY BCC

TURKEY LAKE ROAD (SR 482)

(120' R/W PER FDOT R/W
MAP SECTION 75002)

1" = 300'



GRAPHIC SCALE

PARCEL 4
35.55± ACRES
VACANT & WOODED
PARCEL ID: 35-23-28-0000-00-053
GOZA LLC
ORB 10311, PG 8347

50' DRAINAGE EASEMENT PER
F.D.O.T. R/W MAP SECTION 75002

LOT 1
SAND LAKE PLAZA
PB 28, PG. 125

PARCEL NO.
35-23-28-7825-00-010
ORB 8374, PG. 2813
WAL-MART STORES EAST LP

35' DRAINAGE EASEMENT PER O.C.
R/W MAP NO. YB-849B

PARCEL 1
71.20± ACRES
VACANT & WOODED

ABBREVIATIONS:

A = ARC LENGTH
R = RADIUS
D = CENTRAL ANGLE
CB = CHORD BEARING
C = CHORD
ID = IDENTIFICATION
PB = PLAT BOOK
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
SEC = SECTION
R/W = RIGHT-OF-WAY
O.C. = ORANGE COUNTY
U.E. = UTILITY EASEMENT
SR = STATE ROAD
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

CANAL & LANDSCAPE EASEMENT
ORB 169, PG. 196 & ORB 2499, PG. 894

LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°08'25"W	120.00'
L2	S36°08'04"W	108.00'
L3	S01°31'36"E	195.00'
L4	N88°08'25"E	370.83'

S00°01'35"E 1331.85'

E LINE OF THE NE 1/4
OF SEC 35-23-28

INTERSTATE NO. 4 (SR 400)
(R/W WIDTH VARIES PER F.D.O.T.
R/W MAP SECTION 75002)

POINT OF
BEGINNING

303.82'
S88°08'25"W

A=337.82'
R=668.20'
D=28°58'02"

PARCEL NO. 922
RETENTION POND
1.838 ACRES

PARCEL NO.
35-23-28-7825-00-011
ORB 4848, PG. 1230
ORANGE COUNTY BCC

TANGENT BEARING
N20°20'34"W

LOT 1
SAND LAKE PLAZA
PB 28, PG. 125

20.00' U.E. PER
ORB 10289, PG. 5264



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
COUNTY POND PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO. 2 OF 2
CAD FILE:
151213 GRANADA ESM-A

SKETCH AND LEGAL DESCRIPTION EXHIBIT E

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

A portion of Lot 1, Sand Lake Plaza as recorded in Plat Book 28, Page 125 in Orange County, Florida, Said Lands lying in Section 35, Township 23 South, Range 28 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said section 35; thence run S 00°01'50" E, along the East line of said Northeast 1/4 of Section 35, for a distance of 1534.75 feet; thence leaving said section line run S 89°48'09" W, a distance of 485.95 feet to the Point of Beginning and the West boundary line of Parcel ID: 35-23-28-7825-00-011 as recorded in Official Records Book 4848, Page 1230 of the Public Records of Orange County, Florida; thence along the West line of said Parcel run S 01°31'51" E, a distance of 91.77 feet to the Southwest corner of said Parcel; thence S 88°08'10" W, a distance of 1.05 feet to a point of curvature of a curve concave southeasterly, having a radius of 370.00 feet, a chord bearing of S 86°04'03" W, and a chord length of 26.71 feet; thence along the arc of said curve through a central angle of 04°08'14" for an arc length of 26.72 feet to the boundary line of said Lot 1; thence along said Boundary line run N 01°31'31" W, a distance of 93.54 feet to a corner of said Lot 1; thence leaving said boundary line run N 89°48'09" E, a distance of 27.72 feet to the Point of Beginning.

Said lands having an area of 2,563 square feet, more or less.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35-23-28, BEING SOUTH 00°01'50" EAST. (ASSUMED)

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James W. Gortel 2/13/17
James W. Gortel, P.E.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE: 9/29/2016
DRAWN BY: LSA
CHECKED BY: JWQ

PROJECT # 151213
WAL-MART EASEMENT
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
CAD FILE: 151213 GRANADA ESM.	

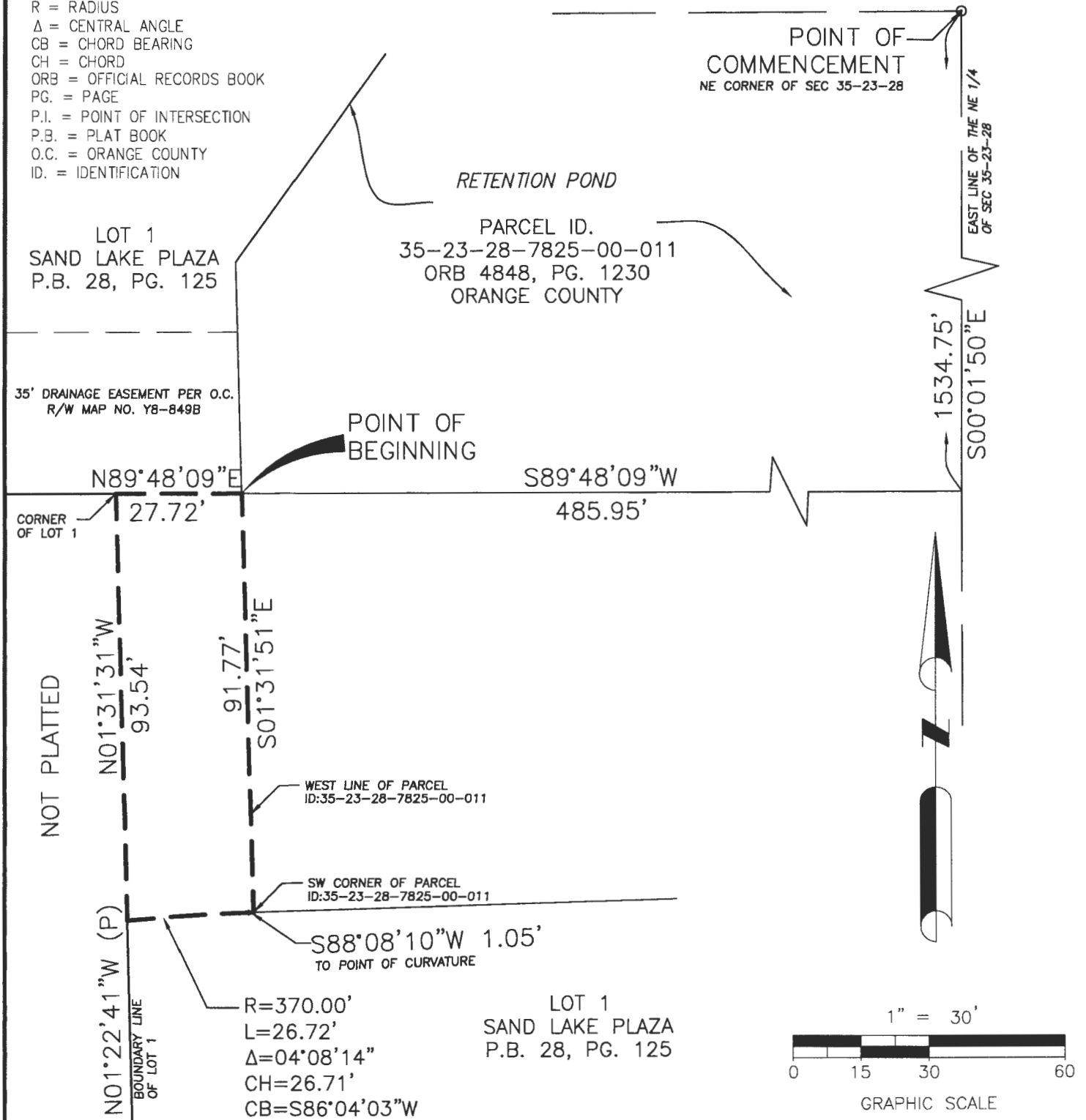
SKETCH AND LEGAL DESCRIPTION EXHIBIT E

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

ABBREVIATIONS:

L = ARC LENGTH
R = RADIUS
 Δ = CENTRAL ANGLE
CB = CHORD BEARING
CH = CHORD
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
P.I. = POINT OF INTERSECTION
P.B. = PLAT BOOK
O.C. = ORANGE COUNTY
ID. = IDENTIFICATION



CARNAHAN • PROCTOR CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:	9/29/2016
DRAWN BY:	LSA
CHECKED BY:	JWQ

PROJECT # 151213
WAL-MART EASEMENT
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
2	2
CAD FILE: 151213 GRANADA ESM.	

SKETCH AND LEGAL DESCRIPTION EXHIBIT "F"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

A portion of Lot 1, Sand Lake Plaza as recorded in Plat Book 28, Page 125 in Orange County, Florida, Said Lands lying in Section 35, Township 23 South, Range 28 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said section 35; thence run S 00°01'50" E, along the East line of said Northeast 1/4 of Section 35, for a distance of 1616.02 feet; thence leaving said section line run S 89°58'10" W, for a distance of 112.56 feet to a point on the West Right of Way line of Turkey Lake Road as recorded in said Plat Book 28, Page 125, to the Southeast corner of Parcel 35-23-28-7825-00-011 as recorded in Official Records Book 4848, Page 1230 of Orange County, Florida and to the Point of Beginning; thence leaving said Right of Way line along the South line of said Parcel run S 88°08'10" W, for a distance of 371.18 feet to the Southwest corner of said Parcel; thence along the West line of said Parcel run N 01°31'51" W, for a distance of 75.00 feet; thence leaving the West line of said Parcel run N 88°08'10" E, for a distance of 299.72 feet to a point of curvature of a curve concave Northwesterly, having a radius of 10.00 feet, a chord bearing of N 29°13'53" E, and a chord length of 17.13 feet; thence along the arc of said curve through a central angle of 117°48'33" for an arc length of 20.56 feet to the point of compound curvature of a curve concave Southwesterly, having a radius of 646.20 feet, a chord bearing of N 40°34'37" W, and a chord length of 244.47 feet; thence along the arc of said curve through a central angle of 21°48'27" for an arc length of 245.95 feet to the North line of said Parcel; thence along of said North line run N 88°08'10" E, for a distance of 33.22 feet to aforesaid West Right of Way line of Turkey Lake Road and to a point on a non-tangent curve concave Southwesterly, having a radius of 668.20 feet, a chord bearing of S 34°49'39" E, and a chord length of 334.23 feet; thence along the arc of said curve through a central angle of 28°57'59" for an arc length of 337.81 feet to the Point of Beginning.

Said lands having an area of 35,539.32 or 0.747 acres, more or less.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35-23-28, BEING SOUTH 00°01'50" EAST. (ASSUMED)

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James V. Quarter 2/13/17
James V. Quarter, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:	10/18/2016
DRAWN BY:	LSA
CHECKED BY:	JWQ

PROJECT # 151213
COUNTY TEMPORARY ACCESS EASEMENT
AREA SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
CAD FILE: 151213 GRANADA ESM.	

SKETCH AND LEGAL DESCRIPTION EXHIBIT "F"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

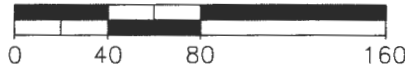
ABBREVIATIONS:

A = ARC LENGTH
R = RADIUS
D = CENTRAL ANGLE
CB = CHORD BEARING
C = CHORD
ID = IDENTIFICATION
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
SEC = SECTION
R/W = RIGHT-OF-WAY
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.C. = ORANGE COUNTY
(P) = PER PLAT
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE

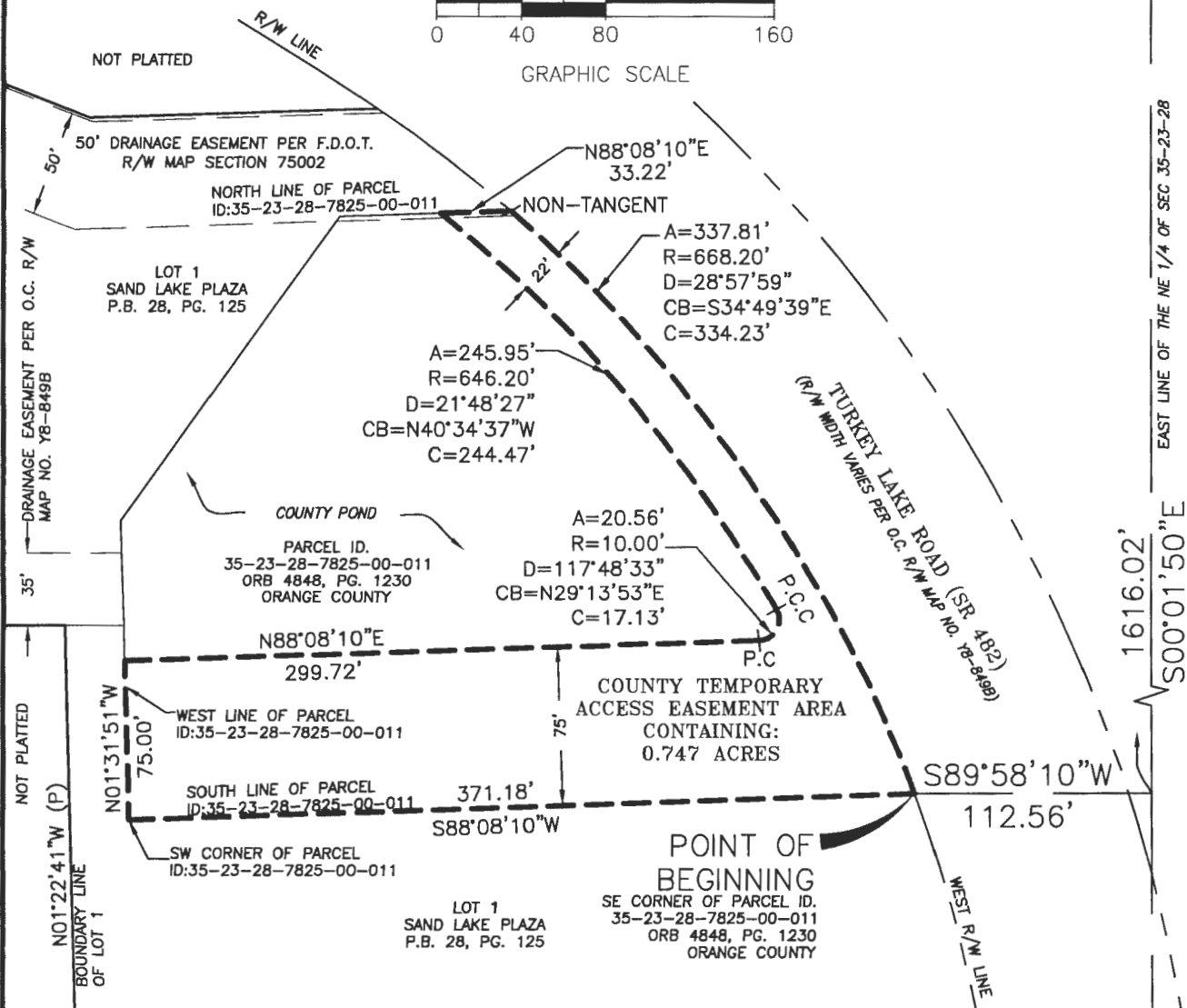


POINT OF
COMMENCEMENT
NE CORNER
OF SEC 35-23-28

1" = 80'



GRAPHIC SCALE



CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
9/29/2016
DRAWN BY:
LSA
CHECKED BY:
JWQ

PROJECT # 151213
COUNTY TEMPORARY ACCESS EASEMENT
AREA SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
2	2
CAD FILE: 151213 GRANADA ESM.	

Exhibit "G" to Pond Reconfiguration and Roadway Development Agreement
Granada PD – Parcels E, F, and G

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Property Appraiser's Parcel ID No.:
35-23-28-7825-00-011

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY ACCESS AND UTILITY EASEMENT

(Granada PD - Parcels E, F, and G)

THIS TEMPORARY ACCESS AND UTILITY EASEMENT (this "**Easement**") is made as of the date signed below (the "**Effective Date**"), by **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (referred hereinafter as "**Grantor**" or, the "**County**"), in favor of **SEVILLANA, LLC**, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819, and **MARBELLANA, LLC**, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 (individually referred as "**Sevillana**" or, "**Marbellana**," or collectively referred hereinafter as "**Grantees**"). The Grantor, Sevillana, Marbellana, and/or Grantees are sometime individually referred as "**Party**," or collectively referred as the "**Parties**."

RECITALS:

A. Grantor is the fee simple owner of certain real property, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**County Property**").

B. Sevillana and Marbellana are currently the fee simple owners of certain unimproved parcels of real property, more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "**Sevillana and Marbellana Properties**"). The Sevillana and Marbellana Properties are adjacent to or in the vicinity of the County Property, but are not adjacent or contiguous to any publicly dedicated right-of-way.

C. The Parties have entered into that certain Pond Reconfiguration and Roadway Development Agreement (the "**Agreement**"), approved contemporaneously with this Easement and to be recorded contemporaneously with this Easement in the Public Records of Orange County, Florida, which, among other things, confers to the Parties certain entitlements and obligations relating to the development of Parcels E, F, and G of that certain amended Land Use Plan entitled "Granada PD," previously approved by County.

D. The Agreement provides, among other things, for (i) the reconfiguration and modification by Sevillana and Marbellana of the County's existing stormwater pond presently situated on the County Property, and (ii) the conveyance to Grantees of a temporary, non-exclusive access and utility easement across a portion of the County Property from the westerly right-of-way of Turkey Lake Road, to the westerly boundary of the County Property, which is contiguous to certain real property owned in fee simple (the "Walmart Tract") by Walmart Stores East, LP, a Delaware limited partnership ("Walmart") and all as graphically depicted on the **Concept Plan**, attached hereto and made a part hereof as **Exhibit "C"**.

E. Walmart has previously granted to Sevillana and Marbellana (i) that certain Access Easement, filed in the Public Records of Orange County, Florida ("County Records") on November 10, 2016 under Document No. 20160588483 (the "Walmart Access Easement") over and across the Wal-Mart Tract, and (ii) that certain Utility Easement, filed in the County Records November 10, 2016 under Document No. 20160588482 (the "Walmart Utility Easement") also over the Walmart Tract (collectively, the "Walmart Easements"), which area is more particularly described on **Exhibit "D"** attached hereto and made a part hereof.

F. The combined Walmart Access Easement and this Easement provide (i) a temporary nonexclusive easement for pedestrian and vehicular right-of-way ingress, egress, and access on, over, under, across, and through a portion of the County Property; (ii) a secondary means of ingress and egress to and from the Sevillana and Marbellana Properties to publicly dedicated Turkey Lake Road right-of-way, as required by the County for approval of the development of the Sevillana and Marbellana Properties; (iii) full authority for Sevillana and Marbellana to enter upon, construct roadway improvements including but not limited to pavement, curbs, sidewalks, and roadway landscaping, utilities, lighting, and stormwater drainage facilities and infrastructure within the County Temporary Access Easement Area (*defined below*), and such other purposes and improvements as set forth and described in the Agreement.

G. Grantees desire to acquire from Grantor, and Grantor desires to grant and convey unto Grantees this Easement on, over, under, across and through the County Temporary Access Easement Area.

H. The Parties are entering into this Easement pursuant to specific provisions of the Agreement to grant this Easement in favor of the Grantees, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by the Grantees, the receipt of which is hereby acknowledged by Grantor, the Parties do hereby agree as follows:

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

2. **County Temporary Access Easement.** The County does hereby give and grant unto the Grantees and their successors and assigns, and for the benefit of the public, a temporary non-exclusive easement for pedestrian and vehicular right-of-way ingress, egress, and access on, over, under, across, and through a portion of the County Property, as more particularly described

on **Exhibit “E”**, attached hereto and made a part hereof (the “**County Temporary Access Easement Area**”), with full authority to enter upon, construct roadway pavement, curbs, sidewalks, and stormwater drainage facilities and infrastructure, utilities, lighting, and roadway landscaping (collectively, the “**Easement Improvements**”), and such other purposes and improvements, as set forth and described in the Agreement. County also grants for the benefit of the public a temporary and non-exclusive right of pedestrian and vehicular access over, upon and across the County Temporary Access Easement Area.

3. ***No Impairment or Restriction.*** Grantees shall not unreasonably or permanently, or without County approval, block, impair, or restrict pedestrian or vehicular traffic within the County Temporary Access Easement Area during the Term (*defined below*) of this Easement.

4. ***Duration of Easement.*** All covenants, rights and obligations hereby granted, created and declared hereunder shall exist for the benefit of the Parties, their successors and assigns, from the Effective Date of this Easement until a subdivision plat (which must provide public vehicular and pedestrian ingress and egress over and across the County Temporary Access Easement Area) is approved and duly recorded among the Public Records of Orange County, Florida (the “**Term**”). Otherwise, this Easement may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, or except by an instrument in writing, and recorded in the public records of Orange County, Florida. Upon approval and recordation of the aforementioned subdivision plat for the right-of-way, this Easement shall automatically terminate and shall no longer be of any force or effect.

5. ***Incidental Rights.*** This Easement and rights of use hereby created and conveyed in favor of Grantees shall include all incidental rights reasonably necessary for the use and enjoyment of the County Temporary Access Easement for their intended purpose.

6. ***Maintenance of the Roadway and Utilities.*** Sevillana and Marbellana shall maintain the Easement Improvements during the Term of this Easement, and shall be responsible to repair any damage caused to the Easement Improvements in connection with Grantee’s use of the Easement. Sevillana and Marbellana shall also maintain any utilities installed within the County Temporary Access Easement Area until any or all of the utilities are conveyed in fee to Grantor or to the appropriate utility service provider. For any Easement Improvements which are not so conveyed, Sevillana and Marbellana shall enter into a standard County Use Agreement and customary Right-Of-Way Utilization permit, as provided in the Agreement. Upon the expiration of the Term of this Easement, the County shall forthwith be solely responsible for the maintenance and operation of the Easement Improvements and related infrastructure and improvements which are not otherwise the responsibility of Sevillana or Marbellana or of an appropriate utility service provider.

7. ***Successors.*** The easements, covenants, rights, and obligations hereby granted, created and declared shall run with and be appurtenant to the lands herein described, and shall run with said lands for duration of the Term and be binding upon and inure to the benefit of and be enforced by all the parties hereto and their respective successors, unless the same are terminated as provided herein. This Easement shall inure to the benefit and burden of the Parties and to Grantees’ heirs, legal representatives, successors, and assigns who have been specifically designated and identified by Sevillana, and/or Marbellana in a written instrument transferring an

interest specifically identified in this Easement. This Easement shall be enforceable by: (i) the County, Sevillana, and Marbellana, and (ii) any successor in title to the lands of any party intended to be benefited by the provisions of this Easement who has received an assignment of a specifically identified enforcement interest in this Easement. Each of the Grantees has the right to assign and transfer their rights under this Easement only in connection with the sale or transfer of their respective properties or interests in their respective properties. After the transfer of the entirety of either one of the Sevillana and Marbellana Properties, and the directly related assignment of this Easement, said transferring Party shall have no further rights or obligations hereunder, including, without limitation to any liabilities of said Party under this Easement, and the name of the transferee/assignee shall be substituted for the applicable Party wherever it appears herein, whereupon such transferee/assignee shall have all rights, obligations and liabilities under this Easement from and after the date of such transfer. Sevillana and/or Marbellana shall provide at least thirty (30) days prior written notice to the County of such transfer, assignment and/or sale, including the name of and contact information for such assignee/transferee/purchaser.

8. ***Attorneys' Fees.*** In the event any Party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against the other Party arising out of this Easement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

9. ***Governing Law.*** This Easement and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida.

10. ***Granada PD Pond Reconfiguration and Roadway Development Agreement.*** This Easement is executed in furtherance and implementation of the specific conditions and requirements of the Agreement, entered into by and between the Parties hereto, and recorded on even date herewith in the County Records. In the event of a conflict between the provisions of this Easement and the Agreement, the Agreement shall supersede, control, and prevail.

11. ***List of Easement Exhibits.***

Exhibit "A" County Property

Exhibit "B" Sevillana and Marbellana Properties

Exhibit "C" Concept Plan

Exhibit "D" Walmart Tract

Exhibit "E" County Temporary Easement Area

[Remainder of this Page left blank. Signature page and Exhibits follow]

IN WITNESS WHEREOF, the County, as Grantor, has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.

(Official Seal)

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name

[Exhibits "A" through "E" on following Pages]

SKETCH AND LEGAL DESCRIPTION

EXHIBIT

"A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

PARCEL 922 (RETENTION AREA)

DESCRIPTION: (PER OFFICIAL RECORDS BOOK 4848, PAGE 1230, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID NORTHEAST 1/4 OF SAID SECTION 35 AND RUN THENCE S 00°01'35" E ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 A DISTANCE OF 1,331.85'; THENCE RUN S 88°08'25" W A DISTANCE OF 303.82' FOR THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH LINE OF A 50' F.D.O.T. DRAINAGE EASEMENT RECORDED IN O.R. BOOK 915, PAGE 377 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: THENCE RUN S 88°08'25" W ALONG SAID SOUTH LINE A DISTANCE OF 120'; THENCE RUN S 36°08'04" W A DISTANCE OF 108'; THENCE S 01°31'36" E A DISTANCE OF 195'; THENCE RUN N 88°08'25" E A DISTANCE OF 370.83' TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 668.20'; THENCE FROM A TANGENT BEARING OF N 20°20'34" W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°58'02" A DISTANCE OF 337.82' TO THE POINT OF BEGINNING.

CONTAINING 1.838 ACRES. MORE OR LESS

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY OTHERS, SKETCH IS BASED ON THE ABOVE DESCRIPTION.
4. 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N89°36'46"E.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

[Signature] 2/13/17
James W. Spertel, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE: 10/19/2016
DRAWN BY: LSA
CHECKED BY: JWQ

PROJECT # 151213
COUNTY POND PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
DAD FILE: 151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION

EXHIBIT "D"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

SAND LAKE ROAD (SR 482)

(120' R/W PER FDOT R/W MAP SECTION 75002)

OFFICIAL RECORD BOOK 915, PAGE 377

POINT OF COMMENCEMENT
NE CORNER OF THE NE 1/4 OF
SEC 35-23-28

N LINE OF THE NE 1/4 OF SEC 35-23-28

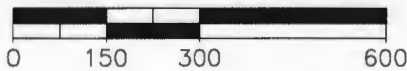
LOT 1
PHILLIPS VIEW
TOWER
PB 71, PGS.
150-154

PARCEL NO.
35-23-28-0000-00-042
ORB 3746, PG. 1021
ORANGE COUNTY BCC

TURKEY LAKE ROAD (SR 482)

(120' R/W PER FDOT R/W
MAP SECTION 75002)

1" = 300'



GRAPHIC SCALE

PARCEL 4
35.55± ACRES
VACANT & WOODED
PARCEL ID: 35-23-28-0000-00-053
GOZA LLC
ORB 10311, PG 8347

50' DRAINAGE EASEMENT PER
F.D.O.T. R/W MAP SECTION 75002

LOT 1
SAND LAKE PLAZA
PB 28, PG. 125

PARCEL NO.
35-23-28-7825-00-010
ORB 8374, PG. 2813
WAL-MART STORES EAST LP

35' DRAINAGE EASEMENT PER O.C.
R/W MAP NO. YB-849B

PARCEL 1
71.20± ACRES
VACANT & WOODED

ABBREVIATIONS:

A = ARC LENGTH
R = RADIUS
D = CENTRAL ANGLE
CB = CHORD BEARING
C = CHORD
ID = IDENTIFICATION
PB = PLAT BOOK
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
SEC = SECTION
R/W = RIGHT-OF-WAY
O.C. = ORANGE COUNTY
U.E. = UTILITY EASEMENT
SR = STATE ROAD
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

CANAL & LANDSCAPE EASEMENT
ORB 169, PG. 196 & ORB 2499, PG. 894

LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°08'25"W	120.00'
L2	S36°08'04"W	108.00'
L3	S01°31'36"E	195.00'
L4	N88°08'25"E	370.83'

S00°01'35"E 1331.85'
E LINE OF THE NE 1/4
OF SEC 35-23-28

INTERSTATE NO. 4 (SR 400)
(R/W WIDTH VARIES PER F.D.O.T.
R/W MAP SECTION 75002)

POINT OF
BEGINNING

303.82'
S88°08'25"W

A=337.82'
R=668.20'
D=28°58'02"
PARCEL NO. 922
RETENTION POND
1.838 ACRES
PARCEL NO.

35-23-28-7825-00-011
ORB 4848, PG. 1230
ORANGE COUNTY BCC

TANGENT BEARING
N20°20'34"W

LOT 1
SAND LAKE PLAZA
PB 28, PG. 125

20.00' U.E. PER
ORB 10289, PG. 5264



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
COUNTY POND PROPERTY
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO. 2 OF 2
CAD FILE:
151213 GRANADA ESM-A

SKETCH OF LEGAL DESCRIPTION

EXHIBIT

"B"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2-5 - SKETCH

LEGAL DESCRIPTION (BY OTHERS)

PARCEL 1 (FEE SIMPLE ESTATE) {PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 5153628}
THAT PART OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND RUN S00°25'21"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 666.11 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND THE POINT OF BEGINNING; THENCE CONTINUE S00°25'21"W ALONG SAID WEST LINE FOR A DISTANCE OF 999.79 FEET; THENCE RUN S89°34'39"E FOR A DISTANCE OF 1251.77 FEET TO A POINT ON THE WEST LINE OF LOT 1, SAND LAKE PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 125 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S02°07'50"W ALONG SAID WEST LINE FOR A DISTANCE OF 98.31 FEET; THENCE RUN N67°27'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 648.00 FEET; THENCE RUN N89°57'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 292.00 FEET; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 605.93 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 05°11'59" AND A CHORD BEARING OF S65°21'18"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST LINE FOR A DISTANCE OF 21.78 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 130.46 FEET; THENCE RUN S26°43'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 744.76 FEET; THENCE RUN N71°14'01"W FOR A DISTANCE OF 2697.92 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 435, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°25'21"E ALONG SAID LINE FOR A DISTANCE OF 1010.19 FEET; THENCE RUN N62°33'09"E ALONG SAID LINE FOR A DISTANCE OF 848.45 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (FEE SIMPLE ESTATE) {PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 5153628}
THAT PART OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND RUN S00°25'21"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 666.11 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE CONTINUE S00°25'21"W ALONG SAID WEST LINE FOR A DISTANCE OF 999.79 FEET; THENCE RUN S89°34'39"E FOR A DISTANCE OF 1251.77 FEET TO A POINT ON THE WEST LINE OF LOT 1, SAND LAKE PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 125 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S02°07'50"W ALONG SAID WEST LINE FOR A DISTANCE OF 98.31 FEET; THENCE RUN N67°27'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 648.00 FEET; THENCE RUN N89°57'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 292.00 FEET; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 605.93 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 05°11'59" AND A CHORD BEARING OF S65°21'18"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST LINE FOR A DISTANCE OF 21.78 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S01°21'50"E ALONG SAID WEST LINE FOR A DISTANCE OF 130.46 FEET; THENCE RUN S26°43'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 744.76 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°02'10"E ALONG SAID WEST LINE FOR A DISTANCE OF 429.13 FEET; THENCE RUN S80°23'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 371.72 FEET; THENCE RUN S88°28'10"W ALONG SAID WEST LINE FOR A DISTANCE OF 458.00 FEET; THENCE RUN S86°28'12"W ALONG SAID WEST LINE FOR A DISTANCE OF 126.81 FEET; THENCE RUN S44°58'12"W ALONG SAID WEST LINE FOR A DISTANCE OF 82.17 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3/4 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N89°46'12"W ALONG SAID LINE FOR A DISTANCE OF 474.59 FEET TO THE NORTHWEST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S00°27'00"W FOR A DISTANCE OF 502.44 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE RUN N89°43'27"W FOR A DISTANCE OF 331.48 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S00°25'21"W FOR A DISTANCE OF 1339.36 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°36'36"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 750.04 FEET; THENCE RUN N00°25'21"E ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 435, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A DISTANCE OF 3270.56 FEET TO A POINT LYING N71°14'01"W A DISTANCE OF 2697.92 FEET FROM THE POINT OF BEGINNING; THENCE RUN S71°14'01"E FOR A DISTANCE OF 2697.92 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION (BY OTHERS) IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY OTHERS, SKETCH IS BASED ON THE ABOVE DESCRIPTION.
4. 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AS BEING N89°36'46"E.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.01 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James M. Proctor, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARAHAN-PROCTOR CROSS, INC.

CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE: 10/19/2016
DRAWN BY: LSA
CHECKED BY: JWO

PROJECT # 151213
SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	5
CAD FILE: 151213 GRANADA ESM-A	

SKETCH OF LEGAL DESCRIPTION

EXHIBIT "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2-5 - SKETCH

ABBREVIATIONS:

A= ARC LENGTH

R= RADIUS

D= CENTRAL ANGLE

CB= CHORD BEARING

C= CHORD

ID= IDENTIFICATION

SEC= SECTION

R/W= RIGHT OF WAY

ORB= OFFICIAL RECORDS BOOK

FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION

PG= PAGE

O.C.=ORANGE COUNTY

U.E=UTILITY EASEMENT

PB=PLAT BOOK

NOTE: THE LEGAL DESCRIPTION IS BY OTHERS. THIS SKETCH IS TO DEPICT THE BOUNDARY AS DESCRIBED ON SHEET 1 AND NOT FOR TRANSFER OF PROPERTY.

SAND LAKE ROAD (SR 482)

(120' R/W PER FDOT R/W MAP SECTION 75002)

N89°36'46"E

N LINE OF THE NW 1/4 OF SEC 35-23-28

N LINE OF THE NE 1/4 OF SEC 35-23-28

POINT OF COMMENCEMENT
PARCELS 1 AND 2
NW CORNER OF THE
NE 1/4 OF SEC 35-23-28

PARCEL NO. 35-23-28-0000-00-052
ORB 5745, PG 1340

PLAZA VENEZIA PROPERTY OWNERS ASSOC INC

POINT OF BEGINNING
PARCEL 1
NW CORNER OF S 1/2 OF NW
1/4 OF NE 1/4 OF SEC 35-23-28

N62°33'09"E 848.45'

PARCEL 1
71.20± ACRES
VACANT & WOODED
PARCEL ID: 35-23-28-0000-00-008
SEVILLANA LLC
ORB 7346, PG 127

PARCEL NO.
35-23-28-0000-00-001
ORB 4934, PG 4302
MSC SAND LAKE IV INC

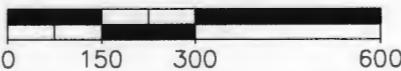
LOT 1
PHILLIPS VIEW
TOWER
PB 71, PGS.
150-154

PARCEL 4
35.55± ACRES
VACANT & WOODED

CANAL & LANDSCAPE EASEMENT
ORB 169, PG. 196 &
ORB 2499, PG. 894

MATCH LINE A

1" = 300'



GRAPHIC SCALE

N71°14'01"W
2697.92'

VIZCAYA HEIGHTS CONDOMINIUM
COMMON AREA
PARCEL NO. 35-23-28-8980-08-001
ORB 8976, PG. 4535
VIZCAYA HEIGHTS MULTICONDINIUM ASSN INC
IDS DESCRIBED IN ORB 5332, PAGE 435 LINE

N00°25'21"E 1010.19'

LINE OF THE NW 1/4 OF SEC 35-23-28

WEST LINE OF NORTHEAST 1/4

MATCH LINE D



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2018

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
2	5
CAD FILE: 151213 GRANADA ESM-A	

SKETCH AND LEGAL DESCRIPTION EXHIBIT "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2-5 - SKETCH

CANAL & LANDSCAPE EASEMENT
ORB 169, PG. 196 &
ORB 2499, PG. 894

MATCH LINE A

S89°34'39"E 1251.77'

PARCEL 1
71.20± ACRES
VACANT & WOODED
PARCEL ID: 35-23-28-0000-00-008
SEVILLANA LLC
ORB 7346, PG 127

ABBREVIATIONS:

A= ARC LENGTH
R= RADIUS
D= CENTRAL ANGLE
CB= CHORD BEARING
C= CHORD
ID= IDENTIFICATION
SEC= SECTION
R/W= RIGHT OF WAY
ORB= OFFICIAL RECORDS BOOK
FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION
PG= PAGE
O.C.=ORANGE COUNTY
U.E.=UTILITY EASEMENT
PB=PLAT BOOK

CALCULATED CENTER OF SEC.
35-23-28

S LINE OF THE NE 1/4 OF SEC 35-23-28

N71°14'01"W 2697.92'
S71°14'01"E 2697.92'

PARCEL 2
92.14± ACRES
VACANT & WOODED
PARCEL ID: 35-23-28-0000-00-056
MARBELLANA LLC
ORB 7346, PG 130

NW CORNER OF THE S 3/4 OF THE E
1/2 OF THE SW 1/4 OF THE NW 1/4
OF THE SE 1/4 OF SECTION 35

E LINE OF THE SW 1/4
OF SEC 35-23-28

MATCH LINE B

S44°58'12"W
82.17'

S86°28'12"W 126.81'

458.00'

S88°28'10"W

474.59'

N89°46'12"W

SW CORNER OF S 3/4
OF THE E 1/2 OF THE
SW 1/4 OF THE NW 1/4
OF THE SE 1/4 OF
SECTION 35

502.44'

PARCEL NO.
35-23-28-0000-00-004
ORB 4256, PG. 2621
ZOUKEY, JOSEPH GEORGE &
NOLAN, PATRICIA Z

W LINE OF THE S 3/4 OF THE
S 1/2 OF THE NW 1/4 OF
THE SE 1/4 OF SECTION 35

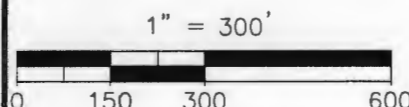
PARCEL NO.
35-23-28-0000-00-003
ORB 3925, PG. 3838
NOLAN, STEVEN S & PATRICIA
Z

MATCH LINE D

331.48'

N89°43'27"W

N00°25'21"E 3270.56'



VIZCAYA HEIGHTS CONDOMINIUM 9
COMMON AREA
PARCEL NO. 35-23-28-8980-09-001
ORB 9141, PG. 2640
VIZCAYA HEIGHTS MULTICOMMUNITY ASSN INC

VIZCAYA HEIGHTS CONDOMINIUM 8
COMMON AREA
PARCEL NO. 35-23-28-8980-08-001
ORB 8976, PG. 4535
VIZCAYA HEIGHTS MULTICOMMUNITY ASSN INC
WESTERLY LANDS DESCRIBED IN ORB 5332, PAGE 435 LINE



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/19/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO. OF

3 5

CAD FILE:
151213 GRANADA ESM-A

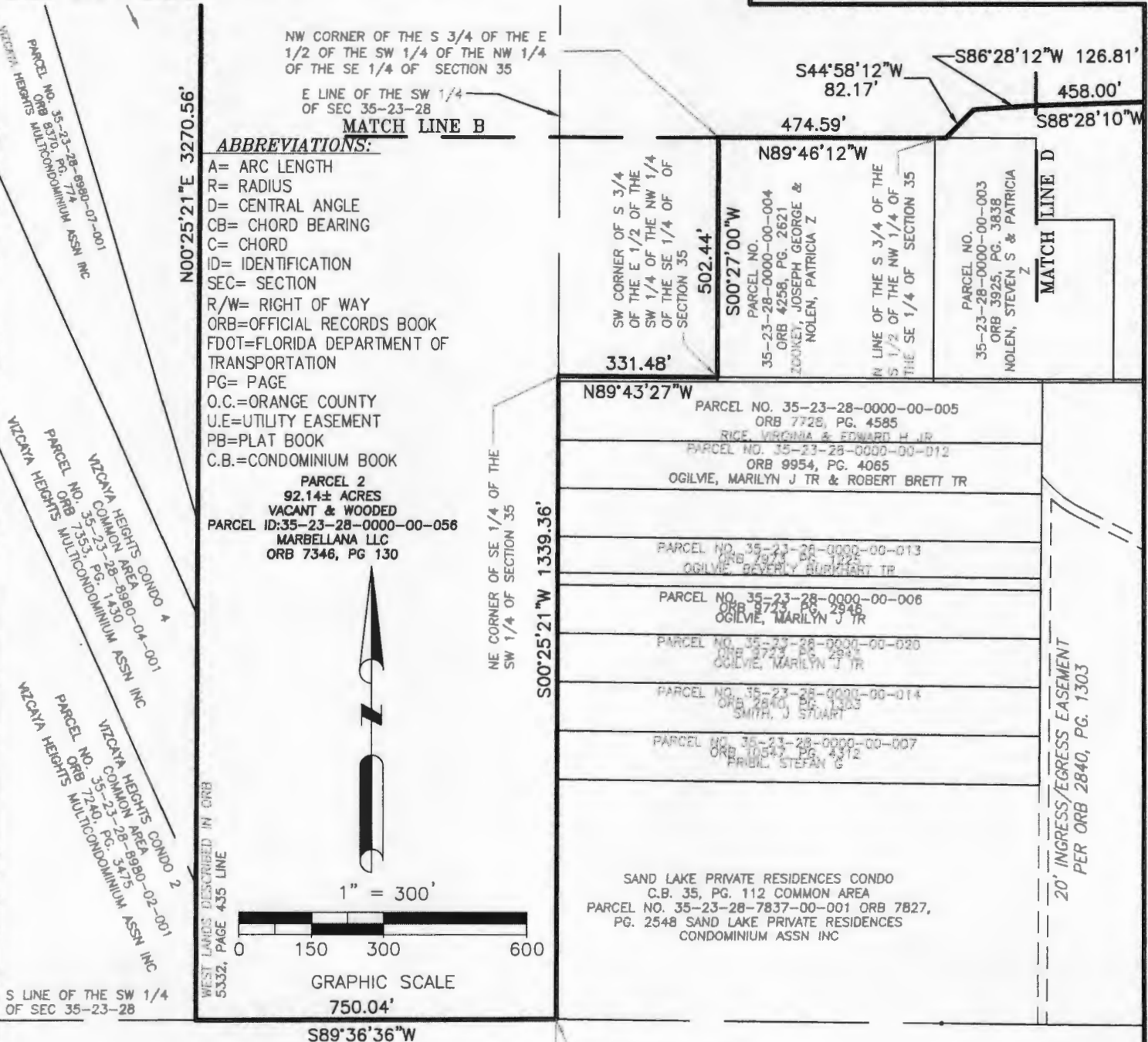
SKETCH AND LEGAL DESCRIPTION

EXHIBIT "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2-5 - SKETCH



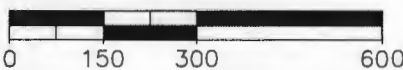
ABBREVIATIONS:

A= ARC LENGTH
R= RADIUS
D= CENTRAL ANGLE
CB= CHORD BEARING
C= CHORD
ID= IDENTIFICATION
SEC= SECTION
R/W= RIGHT OF WAY
ORB=OFFICIAL RECORDS BOOK
FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION
PG= PAGE
O.C.=ORANGE COUNTY
U.E.=UTILITY EASEMENT
PB=PLAT BOOK
C.B.=CONDOMINIUM BOOK

PARCEL 2
92.14± ACRES
VACANT & WOODED
PARCEL ID:35-23-28-0000-00-056
MARBELLANA LLC
ORB 7346, PG 130



1" = 300'



GRAPHIC SCALE

750.04'

S89°36'36"W

PARCEL NO. 02-24-28-5844-00-000
ORB 7353, PG. 1430
MUNGER LAND COMPANY

PARCEL NO. 02-24-28-0000-00-005
ORB 10633, PG. 7902
DCS REAL ESTATE CAPITAL INVESTMENTS IV LLC



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
10/18/2016

DRAWN BY:
LSA

CHECKED BY:
JWQ

PROJECT # 151213
SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO. 4 OF 5
CAD FILE:
151213 GRANADA ESM-A

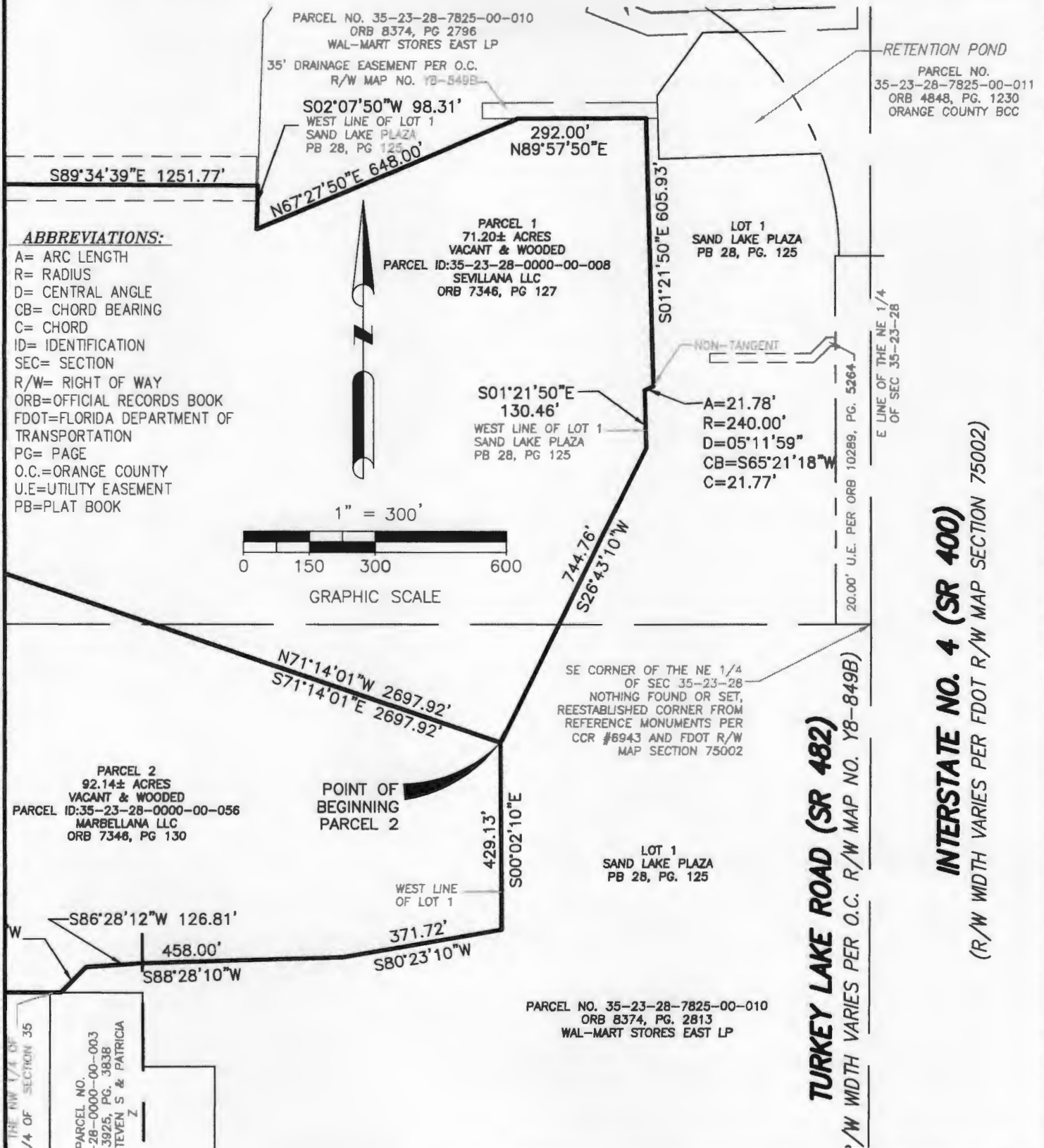
SKETCH AND LEGAL DESCRIPTION

EXHIBIT "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2-5 - SKETCH



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS















604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:	10/19/2016
DRAWN BY:	LSA
CHECKED BY:	JWQ

PROJECT # 151213
SEVILLANA AND MARBELLANA PROPERTIES
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
5	5
CAD FILE:	151213 GRANADA ESM-A

LEGEND

-  PROPERTY LINE
-  DRAINAGE BASIN
-  MEAN HIGH WATER LINE
-  WETLAND LIMITS
-  WETLAND BUFFER (2' AVERAGE WIDTH, 15' MIN. WIDTH)
-  25' ACCESSORY USE SETBACK
-  100 YR. FLOOD LIMITS
-  120' BUILDING SETBACK
-  SINGLE FAMILY PARCEL
-  MULTI-FAMILY PARCEL
-  GOZA CONNECTOR ROAD ROUTE
-  GOZA ACCESS EASEMENT
-  COUNTY POND ACCESS EASEMENT
-  CONNECTOR ROAD

NOTES:

1. DEVELOPMENT PROGRAM - SEVILLANA AND MARABELLANA PARCELS.
 - MULTI-FAMILY - 596 UNITS
 - SINGLE FAMILY DETACHED - 72 UNITS
 - SINGLE FAMILY ATTACHED - 185 UNITS
2. SAND LAKE COLLECTOR ROAD
 - TWO LANE COLLECTOR ROAD-PDOT ACCESS CLASSIFICATION 6.
 - COLLECTOR ROAD DESIGN SPEED -45 MPH.
 - RIGHT OF WAY WIDTH - 60 FEET MINIMUM.
3. GOZA ACCESS EASEMENT TYPICAL SECTION TRD BY PIP.
4. SEE TRIP GENERATION ANALYSIS DATED 09/19/2016 BY TRAFFIC & MOBILITY CONSULTANTS.

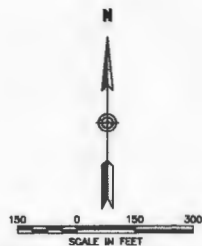


EXHIBIT
"C"

GRANADA PD-
GOZA / MARBELLANA / SEVILLANA
CONCEPT PLAN

CARNAHAN-PROCTOR-CROSS, INC.
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80231
TEL: 303.751.1000 FAX: 303.751.1001
WWW.CPCROSS.COM

SCALE: AS SHOWN
DATE: December 2016
DRAWN BY: KH
CHECKED BY: KH
DESIGNED BY: KH
EXHIBIT B

NO DATE BY OKD REVISIONS

FILE NO. 151213

CPC AUTH. NO. 00020356

SKETCH AND LEGAL DESCRIPTION

EXHIBIT

"D"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

A portion of Lot 1, Sand Lake Plaza as recorded in Plat Book 28, Page 125 in Orange County, Florida, Said Lands lying in Section 35, Township 23 South, Range 28 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said section 35; thence run S 00°01'50" E, along the East line of said Northeast 1/4 of Section 35, for a distance of 1534.75 feet; thence leaving said section line run S 89°48'09" W, a distance of 485.95 feet to the Point of Beginning and the West boundary line of Parcel ID: 35-23-28-7825-00-011 as recorded in Official Records Book 4848, Page 1230 of the Public Records of Orange County, Florida; thence along the West line of said Parcel run S 01°31'51" E, a distance of 91.77 feet to the Southwest corner of said Parcel; thence S 88°08'10" W, a distance of 1.05 feet to a point of curvature of a curve concave southeasterly, having a radius of 370.00 feet, a chord bearing of S 86°04'03" W, and a chord length of 26.71 feet; thence along the arc of said curve through a central angle of 04°08'14" for an arc length of 26.72 feet to the boundary line of said Lot 1; thence along said Boundary line run N 01°31'31" W, a distance of 93.54 feet to a corner of said Lot 1; thence leaving said boundary line run N 89°48'09" E, a distance of 27.72 feet to the Point of Beginning.

Said lands having an area of 2,563 square feet, more or less.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35-23-28, BEING SOUTH 00°01'50" EAST. (ASSUMED)

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James W. Quarter, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:
8/29/2016
DRAWN BY:
LSA
CHECKED BY:
JWQ

PROJECT # 151213
WAL-MART EASEMENT
SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
CAD FILE: 151213 GRANADA ESM.	

SKETCH AND LEGAL DESCRIPTION

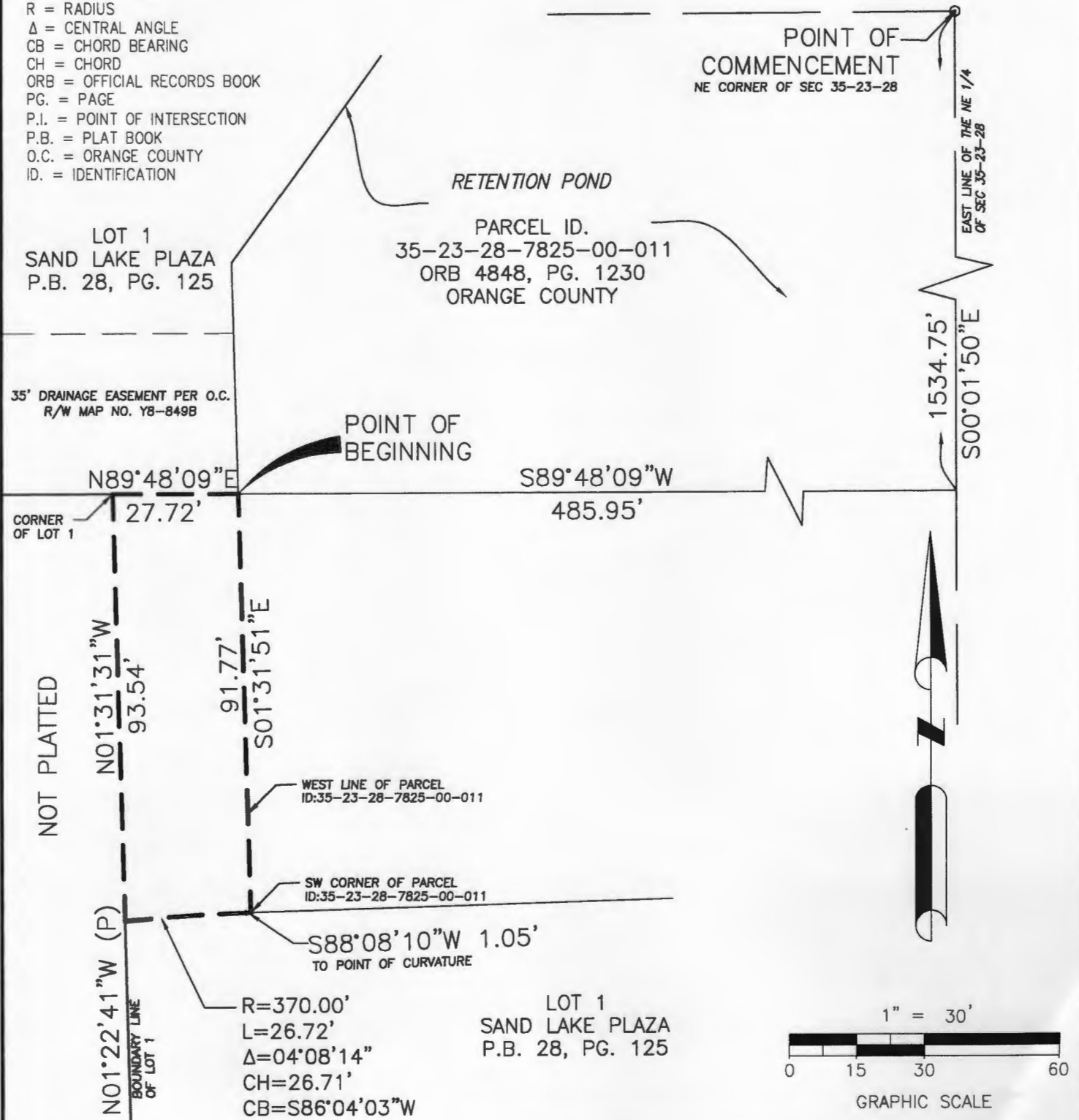
TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2 - SKETCH

ABBREVIATIONS:

L = ARC LENGTH
R = RADIUS
 Δ = CENTRAL ANGLE
CB = CHORD BEARING
CH = CHORD
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
P.I. = POINT OF INTERSECTION
P.B. = PLAT BOOK
O.C. = ORANGE COUNTY
ID. = IDENTIFICATION



CARNAHAN PROCTOR CROSS, INC.

CONSULTING ENGINEERS SURVEYORS PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801

PHONE: (407)960-5980 FAX: (407)960-5983

DATE:

9/29/2016

DRAWN BY:

LSA

CHECKED BY:

JWQ

PROJECT # 151213

WAL-MART EASEMENT
SKETCH OF DESCRIPTION

ORANGE COUNTY, FL

SHEET NO.

2

OF

2

CAD FILE:

151213 GRANADA ESM.

SKETCH AND LEGAL DESCRIPTION EXHIBIT "F"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

A portion of Lot 1, Sand Lake Plaza as recorded in Plat Book 28, Page 125 in Orange County, Florida, Said Lands lying in Section 35, Township 23 South, Range 28 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said section 35; thence run S 00°01'50" E, along the East line of said Northeast 1/4 of Section 35, for a distance of 1616.02 feet; thence leaving said section line run S 89°58'10" W, for a distance of 112.56 feet to a point on the West Right of Way line of Turkey Lake Road as recorded in said Plat Book 28, Page 125, to the Southeast corner of Parcel 35-23-28-7825-00-011 as recorded in Official Records Book 4848, Page 1230 of Orange County, Florida and to the Point of Beginning; thence leaving said Right of Way line along the South line of said Parcel run S 88°08'10" W, for a distance of 371.18 feet to the Southwest corner of said Parcel; thence along the West line of said Parcel run N 01°31'51" W, for a distance of 75.00 feet; thence leaving the West line of said Parcel run N 88°08'10" E, for a distance of 299.72 feet to a point of curvature of a curve concave Northwesterly, having a radius of 10.00 feet, a chord bearing of N 29°13'53" E, and a chord length of 17.13 feet; thence along the arc of said curve through a central angle of 117°48'33" for an arc length of 20.56 feet to the point of compound curvature of a curve concave Southwesterly, having a radius of 646.20 feet, a chord bearing of N 40°34'37" W, and a chord length of 244.47 feet; thence along the arc of said curve through a central angle of 21°48'27" for an arc length of 245.95 feet to the North line of said Parcel; thence along of said North line run N 88°08'10" E, for a distance of 33.22 feet to aforesaid West Right of Way line of Turkey Lake Road and to a point on a non-tangent curve concave Southwesterly, having a radius of 668.20 feet, a chord bearing of S 34°49'39" E, and a chord length of 334.23 feet; thence along the arc of said curve through a central angle of 28°57'59" for an arc length of 337.81 feet to the Point of Beginning.

Said lands having an area of 35,539.32 or 0.747 acres, more or less.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35-23-28, BEING SOUTH 00°01'50" EAST. (ASSUMED)

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James V. Quarter, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE: 10/18/2016
DRAWN BY: LSA
CHECKED BY: JWQ

PROJECT # 151213
COUNTY TEMPORARY ACCESS EASEMENT
AREA SKETCH OF DESCRIPTION
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
CAD FILE: 151213 GRANADA ESM.	

SKETCH AND LEGAL DESCRIPTION

EXHIBIT

"E"

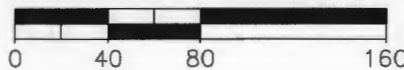
TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

ABBREVIATIONS:

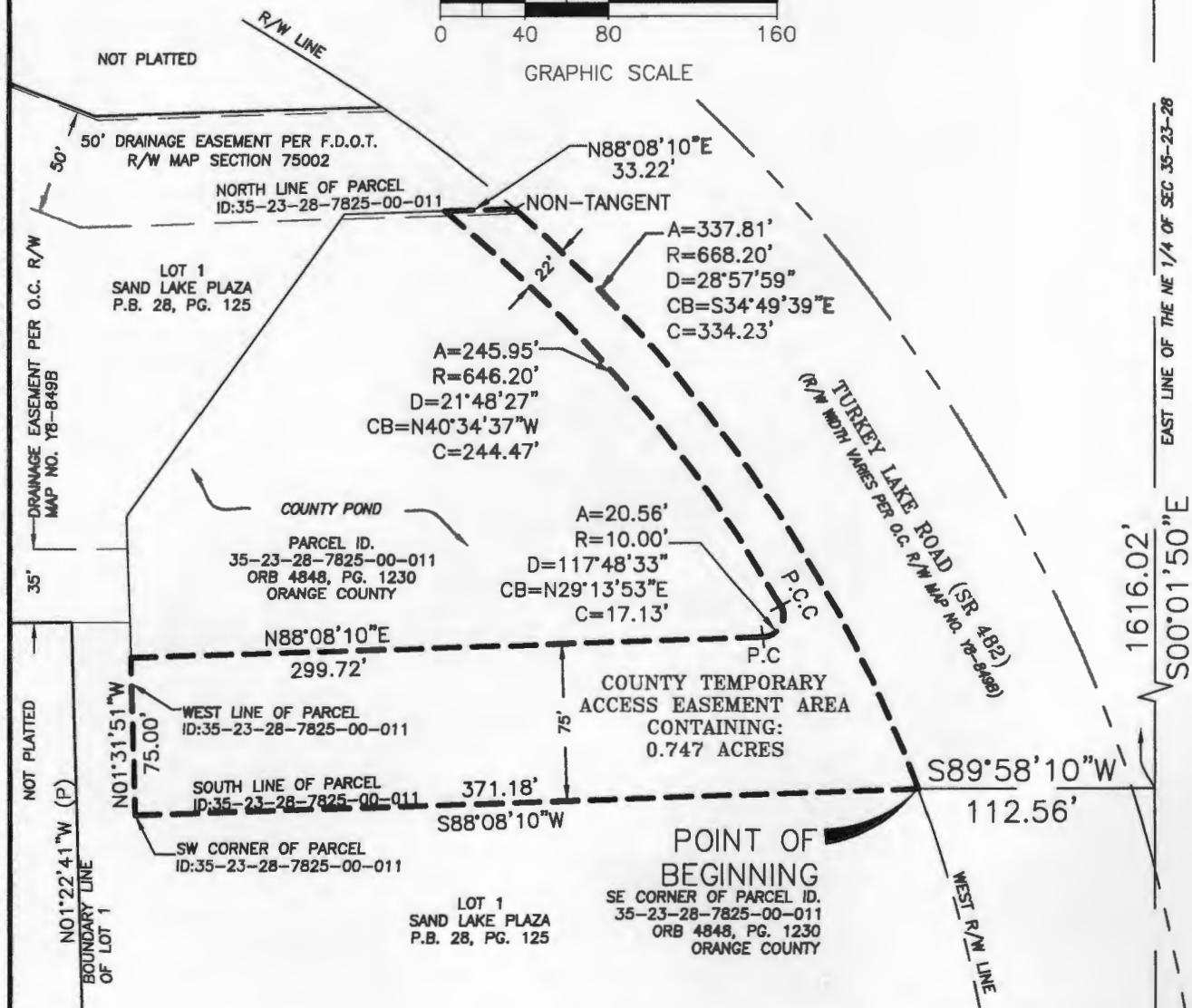
A = ARC LENGTH
R = RADIUS
D = CENTRAL ANGLE
CB = CHORD BEARING
C = CHORD
ID = IDENTIFICATION
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
SEC = SECTION
R/W = RIGHT-OF-WAY
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.C. = ORANGE COUNTY
(P) = PER PLAT
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE

POINT OF
COMMENCEMENT
NE CORNER
OF SEC 35-23-28

1" = 80'



GRAPHIC SCALE



CARNAHAN-PROCTOR CROSS, INC.
CONSULTING ENGINEERS-SURVEYORS-PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32801
PHONE: (407)960-5980 FAX: (407)960-5983

DATE:

9/29/2016

DRAWN BY:

LSA

CHECKED BY:

JWQ

PROJECT # 151213

COUNTY TEMPORARY ACCESS EASEMENT
AREA SKETCH OF DESCRIPTION

ORANGE COUNTY, FL

SHEET NO.

2

OF

2

CAD FILE:

151213 GRANADA ESM.

LEGEND

- PROPERTY LINE
- - - DRAINAGE EASEMENT
- MEAN HIGH WATER LINE
- WETLAND LIMITS
- WETLAND BUFFER (25' AVERAGE WIDTH, 15' MIN. WIDTH)
- 25' ACCESSORY USE SETBACK
- 100 YR. FLOOD LIMITS
- 120' BUILDING SETBACK
- SINGLE FAMILY PARCEL
- MULTI-FAMILY PARCEL
- GOZA CONNECTOR ROAD ROUTE
- GOZA ACCESS EASEMENT
- COUNTY POND ACCESS EASEMENT
- CONNECTOR ROAD

NOTES:

1. DEVELOPMENT PROGRAM - SEVILLANA AND MARABELLANA PARCELS.
 - MULTI-FAMILY - 594 UNITS
 - SINGLE FAMILY DETACHED - 72 UNITS
 - SINGLE FAMILY ATTACHED - 100 UNITS
2. SAND LAKE COLLECTOR ROAD
 - TWO LANE COLLECTOR ROAD-PDOY ACCESS CLASSIFICATION 6
 - COLLECTOR ROAD DESIGN SPEED - 45 MPH.
 - RIGHT OF WAY WIDTH - 80 FEET MINIMUM
3. GOZA ACCESS EASEMENT TYPICAL SECTION TBD BY PSP.
4. SEE TRIP GENERATION ANALYSIS DATED 06/19/2014 BY TRAFFIC & MOBILITY CONSULTANTS.

N

150 0 150 300
SCALE IN FEET



EXHIBIT

"H"

10/11/15

GRANADA PD-
GOZA / MARABELLANA / SEVILLANA
CONCEPT PLAN

EXHIBIT H

CARNAHAN • PROCTOR • CROSS, INC.
CONSULTING ENGINEERS & ARCHITECTS • PLANNERS
P.L.L.C.

FILE NO. 151213

CPC AUTH. NO. 0002935

SCALE: AS SHOWN
DATE: December 2016
DRAWN BY: KH
CHECKED BY: KH
DESIGNED BY: KH
EXHIBIT H

NO DATE BY CKD REVISIONS