



Interoffice Memorandum

March 27, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department



for Raymond Hanson

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
April 11, 2017 BCC Meeting
Agreement for the Delivery and Use of Reclaimed Water – SCI
Funeral Service of Florida, LLC
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Department
407-254-9719**

The agreement between Orange County and SCI Funeral Services of Florida, LLC, is for the use of reclaimed water for irrigation of portions of property owned by SCI Funeral Services of Florida, LLC. The total anticipated average annual volume is 484,893 gallons per day. The provisions of the agreement include requiring reclaimed water use and the payment of monthly charges in accordance with County rate resolutions. The agreement is for a 10-year term with automatic one year renewals.

Orange County Attorney's Office and Risk Management staff have reviewed the document and find it acceptable as to form. Orange County Utilities staff recommends approval.

Action Requested: Approval and execution of Agreement By and Between SCI Funeral Service of Florida, LLC and Orange County for the Delivery and Use of Reclaimed Water.

District 1.

BCC Mtg. Date: April 11, 2017

**AGREEMENT BY AND BETWEEN SCI Funeral Services of Florida, LLC
AND ORANGE COUNTY FOR THE DELIVERY
AND USE OF RECLAIMED WATER**

THIS AGREEMENT BY AND BETWEEN SCI Funeral Services of Florida, LLC AND ORANGE COUNTY FOR THE DELIVERY AND USE OF RECLAIMED WATER (the "Agreement") is made and entered into as of the date of last execution below (the "Effective Date"), by and between **ORANGE COUNTY, FLORIDA** (the "County"), a charter county and political subdivision of the State of Florida whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801-3547, and **SCI Funeral Services of Florida, LLC** (the "Owner"), a Florida limited liability company, whose address is 1929 Allen Pkwy, Houston, TX 77019. The County and the Owner may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the County owns, operates and maintains water reclamation facilities ("Facilities") which produce reclaimed water ("Reclaimed Water") that may be used for productive and beneficial purposes in accordance with permits issued by the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the Owner desires to use Reclaimed Water from the Facilities for irrigation on portions of property it now owns and which is described in **Exhibit "A"** attached hereto and made a part hereof by reference (the "Property").

NOW, THEREFORE, in consideration of the commitment of the County to deliver the Reclaimed Water to the Owner and the commitment of the Owner to receive and beneficially use the Reclaimed Water for the purposes set forth in this Agreement, the Parties agree to the following terms and conditions:

SECTION 1. RECITALS INCORPORATED

Each of the foregoing recitals forms a material part of this Agreement.

SECTION 2. TERM OF THE AGREEMENT

This Agreement shall be effective for an initial term of ten (10) years from the Effective Date and shall automatically be extended for successive one (1) year terms unless either Party provides written notice to the other Party of its intent to terminate this Agreement at least one (1) year prior to the end of the initial term or any successive term. Further, this Agreement may be terminated as provided in Section 10, herein.

SECTION 3. RATES AND PAYMENT

a) The rates applicable to the Owner shall be those established by Resolution of the Board of County Commissioners for the class of customers for which the Owner qualifies. The

Owner and the County agree that each and all of these rates may be changed by the Board of County Commissioners from time to time and that following the implementation of new rates, the new rates shall apply to the Owner pursuant to this Agreement.

b) The Owner agrees to pay monthly invoices generated by the County for Reclaimed Water used by the Owner. Said charge shall include the County's fixed monthly charge and the volume charge based upon and applied to the metered volume of Reclaimed Water, used by the Owner on a monthly basis. The County may cease delivery of reclaimed water to the Owner if any invoice is not paid in full within thirty (30) days of the date of invoice. Reclaimed Water service will be reinstated upon full payment of the invoice and any additional charges incurred. All County standard billing procedures and charges, as amended from time to time by the Orange County Board of County Commissioners, shall apply. Payments must be made to the following address:

Orange County Utilities
Customer Service Division
9150 Curry Ford Road
Orlando, FL 32825

c) For the existing and irrigation proposed uses under this Agreement, the current rate classification for which the Owner qualifies is Wholesale Reclaimed Water Priority User.

SECTION 4. USE OF RECLAIMED WATER; OWNER'S SYSTEM

a) The Owner shall use the Reclaimed Water delivered by the County for use as its primary source of irrigation on the Property, and shall be responsible to ensure that any and all such use of the Reclaimed Water shall be in compliance and consistent with current and future rules and regulations of the County, FDEP, the applicable Water Management District and any other governmental or regulatory agencies having jurisdiction over the Property or the use of the Reclaimed Water.

b) The Owner has installed the connection point(s) and distribution system within the Property to accommodate the anticipated volume of Reclaimed Water as described in Section 6 of this Agreement. The Owner agrees to submit construction plans for review under the County's standard plan review process for any changes or expansion of the distribution system. For the purposes of this Agreement, the "distribution system" is defined as the Owner's system of Reclaimed Water infrastructure built and operated for the purpose of conveying Reclaimed Water within the boundaries of the Property. The design and construction of any changes to the distribution system shall conform to the Orange County Utilities Standards and Construction Specifications Manual ("Manual"). Existing and new connection points and reclaimed water meter assembly ("Meter Assembly") locations shall be as shown on the County approved construction plans. The Owner shall provide, in a manner approved by appropriate regulatory agencies, appropriate backflow prevention devices in any situation where the distribution system is connected to any groundwater well (potable or non-potable).

c) The Owner shall be solely responsible for the ownership, operation, and maintenance of all portions of the distribution system located downstream of the Meter Assembly. The Owner shall agree to implement, maintain and renew any permits, licenses or other programs required by state, regional or federal regulatory agencies to continue or expand the Owner's Reclaimed Water system.

d) The Owner shall be responsible for installing and maintaining a reduced pressure zone (RPZ) principle backflow preventer at the Owner's point(s) of service to the Property with any potable water system and is responsible for its inspections and operation according to all applicable federal, state and local cross connection control ordinances and regulations.

e) Appropriate advisory signs shall be posted around the sites utilizing Reclaimed Water by the Owner to designate the nature of the water and its non-potability. The signs shall be designed and posted in accordance with applicable FDEP rules and regulations. The Owner is responsible for obtaining, installing and maintaining and ensuring signs are posted in accordance with applicable rules pertaining to such signage for the life of the Agreement.

f) The Owner shall also take all reasonable precautions, including signs, labeling, and color-coding to clearly identify Reclaimed Water systems to prevent inadvertent human consumption. The signs, labeling, and color-coding shall be in accordance with applicable FDEP regulations.

g) No cross-connections shall be made between the Reclaimed Water system and a potable water system or any well. Should a groundwater well be on the property as a backup system or any other use, there shall be a minimum double check back flow preventer installed at the well. The Owner shall fully comply with provisions of applicable Florida Administrative Codes and County policies and ordinances pertaining to cross connections.

h) A buffer as required by FDEP, the County, and all other applicable agencies shall be maintained between the edge of the wetted area of the Reclaimed Water irrigation system application site and any existing or approved (but not yet constructed) potable water supply wells.

i) The Owner shall operate its system such that Reclaimed Water does not discharge off-site, either directly or through a stormwater drainage system. Additionally, in no event will the Owner allow the discharge of the Reclaimed Water directly into surface waters of the State of Florida.

j) The County shall have the right to interrupt Reclaimed Water service to the Owner in the event that the Owner fails to fulfill any of the responsibilities or requirements set forth in this Section 4. Service so interrupted would be resumed upon the Owner's complete fulfillment of the particular responsibility or requirement in question.

SECTION 5. WATER QUALITY

The County will deliver to the Owner at the point of connection with the County's Reclaimed Water transmission system Reclaimed Water of a quality consistent with the requirements for "public access" treatment levels as described in rules of the FDEP, Chapters 62-600 through 62-650, Florida Administrative Code, and all other applicable regulations, as such regulations may be amended from time to time. The County shall provide to the Owner any and all routine monitoring and testing of the Reclaimed Water delivered to the Owner, but only for those parameters required to meet applicable laws, rules and regulations, as may be amended from time to time. The Owner reserves the right to independently monitor the quality of the Reclaimed Water delivered to the Owner at the turnout, using state-approved and certified testing laboratories, at its sole cost. The Owner shall provide to the County the results of all such monitoring and testing. The Owner agrees to notify the County immediately in the event tests indicate that the Reclaimed Water does not meet applicable standards; and the Owner shall have the right to stop accepting Reclaimed Water from the County until the Reclaimed Water meets the applicable standards required under state or federal laws, rules, and regulations. Suspension of the acceptance of Reclaimed Water to be delivered by the County under the terms of this Agreement is the sole remedy for any failure by the County to deliver to the Owner Reclaimed Water of a quality consistent with the terms of this Section 5.

SECTION 6. DELIVERY OF RECLAIMED WATER

a) The Owner agrees that Reclaimed Water furnished from the County's Facilities pursuant to the provisions of this Agreement shall be used by the Owner as its primary source of irrigation on the Property. The total anticipated average annual daily flow ("AADF") of Reclaimed Water demand by the Owner is approximately 484,893 gallons per day. The County agrees to provide the AADF for Reclaimed Water demand of up to 484,893 gallons per day with a maximum flow of 735 gallons per minute at 45psi.

b) If for any reason Reclaimed Water is not available for the Property, the County acknowledges and agrees that the Owner shall have the right, subject to proper permitting by the appropriate regulatory agencies, to utilize other water resources on the Property as supplemental water sources for irrigation purposes on the Property, until such time as Reclaimed Water becomes available.

c) The Owner may be allowed to draw additional amounts of Reclaimed Water, subject to availability of the Reclaimed Water supplies as determined by the County.

d) Both Parties recognize that adverse weather conditions or unforeseen circumstances may necessitate modification of the Reclaimed Water delivery. During such adverse conditions, the County may restrict or curtail the use of the Reclaimed Water by the Owner until the County determines that the adverse conditions have passed. During these periods, Reclaimed Water flow may be reduced significantly from normal levels. These reductions may include, but not be limited to, the volume and pressure of the Reclaimed Water supplied to the Owner. The Owner shall have the right to restrict or refuse the use of the

Reclaimed Water to be delivered in the event of adverse weather conditions or unforeseen circumstances.

e) If the County's transmission system fails for reasons or events beyond the County's control, or when the County performs maintenance or repairs the system, then delivery of Reclaimed Water under the requirements of this Agreement may be temporarily interrupted or limited in quantity.

f) The County reserves the right to limit the rate of flow or interrupt flow of Reclaimed Water to the Owner during any period based on operational needs of the County.

SECTION 7. CONSTRUCTION OF CONNECTIONS

a) Owner shall be responsible for all costs and expenses associated with any new or future Meter Assembly installations and any Reclaimed Water main extension necessary in accordance with the latest version of the Manual and Orange County's Reclaimed Water Rate Resolution and Ordinances, as same may be amended from time to time.

b) Easements for Reclaimed Water connections shall be on Owner's Property and provided by Owner to the County at no cost for the County to carry out its obligations or exercise its rights under this Agreement. Owner shall provide such easement(s), in recordable form acceptable to the County, to the area where any existing or future Meter Assembly is to be installed, together with sufficient easement area necessary to enable the County to read and maintain any such Meter Assembly and to accommodate necessary antenna installation(s) for communications with the County's Supervisory Control and Data Acquisition (SCADA) System. The Owner agrees to provide a temporary right of entry to the County to install, read, operate and maintain the Meter Assembly on the Owner's Property. The temporary right of entry will terminate upon the granting and recording of the aforementioned easement(s).

SECTION 8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

The County does not represent or warrant that the Reclaimed Water delivered is fit for any particular purpose. The Owner has the option of securing independent advice and making an independent judgment as to the use of the volume and quality of water described herein.

SECTION 9. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

If for any reason during the term of this Agreement, and through no fault of either Party to this Agreement, local, regional, state or federal governments, agencies or courts shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of Reclaimed Water by the Owner, then to the extent that such requirements shall affect the ability of either Party to perform any of the terms of this Agreement or significantly increase the cost to either Party, the affected Party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible or necessary, by the Parties hereto in conformity with such permits, approvals, or requirements.

SECTION 10. DEFAULT; TERMINATION

a) Each of the following occurrences shall be considered a default by the Owner and a breach of this Agreement for which the County shall have the right (not exclusive as to other available remedies) to terminate this Agreement at any time and without penalty, upon sixty (60) days prior written notice to the Owner:

(i) The Owner fails to receive and use a minimum of 100,000 gallons AADF of Reclaimed Water in any consecutive sixty (60) day period made available by the County as provided in Section 6, herein,

(ii) The Owner fails to pay any invoice or bill described in Paragraph 3 herein, in full within the timeframes specified.

b) The following occurrence shall be considered a default by the County and a breach of this Agreement for which the Owner shall have the right (not exclusive as to other available remedies) to terminate this Agreement at any time and without penalty, upon sixty (60) days prior written notice to the County:

(i) The County fails to provide Reclaimed Water pursuant to Section 6, herein.

SECTION 11. NOTICES

All notices required or authorized under this Agreement shall be given in writing and will be deemed to have been given when personally delivered or mailed by first class mail, return receipt requested, or when receipt is acknowledged if sent by facsimile or other electronic transmission device. Notices to the Parties will, unless another address is specified in writing, be sent to the addresses indicated below:

OWNER:

SCI Funeral Services of Florida, LLC
PO Box 130548
Houston, TX 77219
Fax No. (855) 775-7685

COUNTY:

Director of Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825
Fax No. 407-254-9899

With copy to:

Orange County Administrator
201 South Rosalind Avenue
Orlando, Florida 32802-1393

SECTION 12. INSPECTION

The County shall have the right, upon written or oral notice to the Owner and when reasonably necessary, to enter upon the Property to review and inspect the Owner's operating practices and equipment as related to this Agreement and any backflow prevention devices between the Owner's system and any well and potable water system connection which is maintained by the Owner.

SECTION 13. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

SECTION 14. SEVERABILITY

If any court finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated.

SECTION 15. ASSIGNMENT

a) The County shall have the right to transfer all or any part of the treatment, transmission, or distribution facilities and to assign all or any part of its rights and obligations under this Agreement.

b) The Owner shall have no right to assign or transfer this Agreement or the rights thereunder to any parcel of land not included in the Property, and any attempted assignment shall be void and of no effect and shall be treated by the County as a material breach entitling the County to terminate this Agreement as per Section 10(a) above.

c) The Owner must notify the County in writing of any proposed sale or transfer of the Property at least ninety (90) days prior to the scheduled sale or transfer date. Upon the sale or transfer of the Property, this Agreement will terminate and any subsequent property owner who wishes to continue to receive Reclaimed Water on the Property must enter into a new agreement with the County. In the event the Property is not sold in its entirety, the same notice provision above applies and this Agreement will be amended by the Parties to reflect that only the portion of the Property remaining in the Owner's possession will be subject to this Agreement. Failure by the Owner to timely notify the County of a proposed sale, transfer, or subdivision of the Property will constitute a material breach of this Agreement entitling the County to terminate this Agreement as per Section 10(a) above.

SECTION 16. NON-WAIVER

The failure of either Party to insist upon the other Party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release the other Party from its duties to comply with such obligations in all other instances.

SECTION 17. INDEMNIFICATION

The Owner will indemnify and hold harmless the County from any and all claims, actions, and judgments, including all costs of defense and attorney's fees in defending against same and regarding property damage or bodily harm, arising from and related to the Owner's use of the County's Reclaimed Water provided pursuant to this Agreement. For purposes of this Section, the Owner's acts include the acts of any of the Owner's agents and/or employees.

SECTION 18. FORCE MAJEURE.

The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, and inability to obtain any material or services due to Acts of God. For all monetary issues, there shall be no events of force majeure.

SECTION 19. LIMITATION OF LIABILITY.

Notwithstanding any other provision of this Agreement, in no event shall either Party have liability to the other Party under this Agreement, whether based in contract, in tort, or otherwise, for any special, incidental, indirect, exemplary or consequential damages.

SECTION 20. SOVEREIGN IMMUNITY.

The County does not waive and retains all defenses and protections provided to it under Florida and other applicable law, including without limitation, the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against the County and such immunity shall be applicable to any claim or action brought under this Agreement even if said claim or action sounds in contract rather than in tort.

SECTION 21. WAIVER OF JURY TRIAL; ATTORNEYS' FEES.

The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement. The Parties agree that each Party is responsible for its attorney's fees and costs associated with any resolution of any dispute. Time is of the essence in this Agreement and each provision hereof.

SECTION 22. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida without regard to the conflict of laws principles thereof. Any litigation arising out of this Agreement shall be heard in the state courts located and lying within Orange County, Florida.

SECTION 23. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, negotiations, statements, understandings, or agreements between the Parties, whether verbal or written, relating to the matters set forth herein. The Parties hereto fully understand the terms and conditions of this Agreement, have entered into this Agreement voluntarily, and have received or had the opportunity to receive independent advice and legal counsel.

SECTION 24. MODIFICATION

Any and all modifications to the provisions herein shall be by mutual agreement of the Parties, in writing, and executed by the Parties thereto.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed
as of the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
Teresa Jacobs

Tu
Orange County Mayor

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

By: _____

Katie Priver
Deputy Clerk

APR 11 2017

Date: _____

COMPANY NAME

By:

SCI Funeral Services of
Florida, LLC

Print Name: Noble L. Longino
Title: President

Signed, sealed and delivered in the
Presence of:

ATTEST: Michael Coile

Print Name: D. Michael Coile
Title: Market Managing Director

[CORPORATE SEAL]

STATE OF FLORIDA}
COUNTY OF ORANGE}

The foregoing instrument was acknowledged before me this 2 day of
March, 2017, by Noble L. Longino as President and attested to
by D. Michael Coile as Market Managing Director of SCI Funeral Services of Florida LLC,
who are personally known to me or produced _____ as
identification.

WITNESS my hand and official seal this 2 day of March, 2017.

Carla D. Uhlenbrauck
Notary Public

Print Name: Carla D. Uhlenbrauck

My Commission Expires: Mar 25, 2020

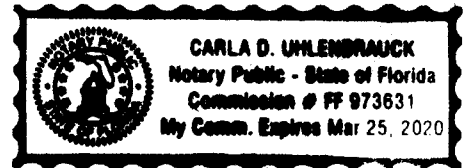


EXHIBIT “A”
Owner’s Property

Exhibit A

DESCRIPTION:

PARCEL 1:

THE EAST $\frac{1}{2}$ OF EAST $\frac{1}{2}$ OF SOUTHEAST $\frac{1}{4}$ OF BLOCK D AND EAST $\frac{1}{2}$ OF EAST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$ OF BLOCK E, OF THE MAP OF GOTH A, AS RECORDED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 28 EAST.

LESS: A STRIP OF LAND 30 FEET WIDE OFF THE SOUTH SIDE OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTH EAST $\frac{1}{4}$ OF BLOCK E, OF GOTH A, AS PER PLAT FILED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 554, PAGE 357).

AND

SOUTH $\frac{1}{2}$ OF SOUTHWEST $\frac{1}{4}$, AND WEST $\frac{1}{2}$ OF SOUTHEAST $\frac{1}{4}$ OF BLOCK D, AND WEST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$ AND NORTH 66 FEET OF NORTHWEST $\frac{1}{4}$ OF BLOCK E, OF MAP OF GOTH A, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS: A STRIP OF LAND 30 FEET WIDE OFF THE SOUTH SIDE OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF BLOCK E, OF GOTH A, AS PER PLAT FILED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 554, PAGE 354).

AND

THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF BLOCK D AND THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF BLOCK E, OF THE MAP OF GOTH A, AS RECORDED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS RIGHT-OF-WAY FOR MORTON JONES ROAD.

ALSO KNOWN AS: THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF BLOCK D AND THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF BLOCK E, OF THE MAP OF GOTH A IN SECTION 33, TOWNSHIP 22 SOUTH, OF RANGE 28 EAST.

LESS RIGHT-OF-WAY FOR MORTON JONES ROAD.

PARCEL 2:

THE NORTH $\frac{1}{2}$ OF BLOCK A, MAP OF GOTH A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS: THE SOUTH 30 FEET AND THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 554, PAGE 381).

ALSO DESCRIBED AS: THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LESS THE SOUTH 30 FEET AND THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 554, PAGE 381).

PARCEL 3:

BEGIN AT POINT ON THE WEST RIGHT-OF-WAY LINE OF MEMORIAL CEMETERY ROAD 20 FEET NORTH AND 15 FEET SOUTH 89°22' WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE SOUTH 89°22' WEST, 211.86 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST ¼ OF SOUTHEAST ¼ THENCE NORTH 02°38' WEST 176.36 FEET, THENCE NORTH 16°51' WEST 80.24 FEET, THENCE NORTH 10°04' WEST, 148.77 FEET, THENCE NORTH 25°54' WEST 186.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD WINTER GARDEN ROAD, SAID RIGHT-OF-WAY LINE BEING 33 FEET SOUTHERLY (BY PERPENDICULAR MEASURE) FROM THE CENTER LINE OF SAID ROAD (PURSUANT TO RIGHT-OF-WAY DEED FILED JUNE 27, 1932 IN DEED BOOK 431, PAGE 333), THENCE SOUTH 86°19' EAST 220.05 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE SOUTH 00°46' EAST 135.04 FEET THENCE SOUTH 46°05' EAST, 179.20 FEET TO THE WEST RIGHT-OF-WAY LINE OF MEMORIAL CEMETERY ROAD, THENCE SOUTH 290.95 FEET TO THE POINT OF BEGINNING, BEING PART OF LOT 33 AND THAT PART OF LAKE ROSE LYING BETWEEN SAID LOT 33 AND LOT 14A, AS SHOWN ON THE PLAN OF LAKEVIEW HEIGHTS, AS RECORDED IN PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS: BEGINNING 20 FEET NORTH AND 15 FEET SOUTH 89°22' WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SOUTHEAST ¼ SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; RUN NORTH 290.95 FEET; SOUTH 89°22' WEST 25 FEET; SOUTH 290.95 FEET; EAST TO POINT OF BEGINNING; BEING A PART OF LOT 33, LAKEVIEW HEIGHTS, PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 23, 1965 IN OFFICIAL RECORDS BOOK 1478, PAGE 687).

LESS THAT PORTION CONVEYED BY THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7311, PAGE 4339, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PARCEL 4:

LOTS 35, 36 AND 39, LESS THE EAST 20 FEET THEREOF FOR RIGHT-OF-WAY (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 23, 1965 IN OFFICIAL RECORDS BOOK 1478, PAGE 688), AND ALL OF LOTS 40 AND 41, PLAN OF LAKEVIEW HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PARCEL 5:

LOTS 42, 43, 44, 47, AND 48, PLAN OF LAKEVIEW HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE EAST 20 FEET OF LOTS 44, 47 AND 48 (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 23, 1965 IN OFFICIAL RECORDS BOOK 1478, PAGE 689).

TOGETHER WITH: ALL THAT PART OF WILSON AVENUE LYING SOUTH OF LOTS 42, 43, AND 48, PLAN OF LAKEVIEW HEIGHTS, PLAT BOOK E, PAGES 39 AND 40, AS VACATED BY RESOLUTION FILED JANUARY 23, 1976 IN OFFICIAL RECORDS BOOK 2674, PAGE 397, PUBLICS OF ORANGE COUNTY, FLORIDA.

LESS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, THENCE NORTH 420 FEET; THENCE WEST 340 FEET; THENCE SOUTH 420 FEET, THENCE EAST 340 FEET TO POINT OF BEGINNING (LESS EAST 20 FEET FOR ROAD), BEING PART OF LOTS 47 AND 48, PLAN OF LAKEVIEW HEIGHTS, PLAT BOOK E, PAGE 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO QUITCLAIM DEED FILED JUNE 8, 1988 IN OFFICIAL RECORDS BOOK 3987, PAGE 4943).

AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PARCEL 6:

THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; LESS THE EAST 30 FEET (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 554, PAGE 373).

PARCEL 7:

LOT 14A, PLAN OF LAKEVIEW HEIGHTS, AS RECORDED IN PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE EAST 20 FEET (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 23, 1965 IN OFFICIAL RECORDS BOOK 1478, PAGE 687), PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PARCEL 8:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, THENCE NORTH 420 FEET; THENCE WEST 340 FEET, THENCE SOUTH 420 FEET, THENCE EAST 340 FEET TO POINT OF BEGINNING (LESS EAST 20 FEET FOR ROAD), BEING PART OF LOTS 47 AND 48, PLAN OF LAKEVIEW HEIGHTS, PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO QUIT-CLAIM DEED FILED JUNE 8, 1988 IN OFFICIAL RECORDS BOOK 3987, PAGE 4943).

AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

SECTION 12
THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF BLOCK 6 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF BLOCK 6 OF THE MAP OF GUTMA, AS RECORDED IN PLAT BOOK 3, PAGE 203, PUBLIC RECORDS OF GRAMME COUNTY, FLORIDA, BEING IN SECTION 33 TOWNSHIP 22 SOUTH, RANGE 16 EAST.

LESS A STRIP OF LAND 30 FEET WIDE OFF THE SOUTH SIDE OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF BLOCK 6 OF GUTMA, AS PER PLAT FILED IN PLAT BOOK 3, PAGE 203, PUBLIC RECORDS OF GRAMME COUNTY, FLORIDA PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 8, 1940 IN DEED BOOK 30, PAGE 354.

AND
THE SOUTHWEST 1/4 OF SOUTHWEST 1/4, AND WEST 1/2 OF SOUTHWEST 1/4 OF BLOCK 6 AND WEST 1/2 OF NORTHWEST 1/4 AND NORTHWEST 1/4 OF SOUTHWEST 1/4 OF BLOCK 6 OF MAP OF GUTMA, ACCORDING TO PLAT BOOK 3, PAGE 203, PUBLIC RECORDS OF GRAMME COUNTY, FLORIDA.

LESS A STRIP OF LAND 30 FEET WIDE OFF THE SOUTH SIDE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF BLOCK 6 OF GUTMA, AS PER PLAT FILED IN PLAT BOOK 3, PAGE 203, PUBLIC RECORDS OF GRAMME COUNTY, FLORIDA PURSUANT TO RIGHT-OF-WAY AGREEMENT FILE SEPTEMBER 8, 1940 IN DEED BOOK 30, PAGE 354.

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF BLOCK 6 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF BLOCK 6 OF THE MAP OF GUTMA, AS RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF GRAMME COUNTY, FLORIDA.

LESS RIGHT-OF-WAY FOR MORTON JAMES ROAD.

AND
AS SHOWN AS THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF BLOCK 6 AND THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF BLOCK 6 OF THE MAP OF GUTMA IN SECTION 33 TOWNSHIP 22 SOUTH, RANGE 16 EAST.

LESS RIGHT-OF-WAY FOR MORTON JAMES ROAD.

LESS: THE SOUTH 30 FEET AND THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 554, PAGE 389).

ALSO DESCRIBED AS: THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 20 EAST, LESS THE SOUTH 30 FEET AND THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN CUST BOOK 354, PAGE 381).

[illegible]

LESS: BEGINNING 20 FEET NORTH AND 15 FEET SOUTH 8925' WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; RUN NORTH 290.03 FEET; SOUTH 8925' WEST 35 FEET; SOUTH 290.03 FEET; EAST TO POINT OF BEGINNING; BEING A PART OF LOT 3A, LAKEVIEW HEIGHTS, PLAT BOOK E, PAGES 38 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PARISHART TO RIGHT-OF-WAY AGREEMENT).

LESS THAT PORTION CONVEYED BY THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7311, PAGE 4338, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,

PARCELS 6
LOTS 35, 38 AND 39, LESS THE EAST 30 FEET THEREOF FOR RIGHT-OF-WAY (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 23, 1985 IN OFFICIAL RECORDS BOOK 1766, PAGE 688) AND ALL OF LOTS 40 AND 41, PLAN OF LAKEMORE HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PART 2:
LOTS 42, 43, 44, 47, and 48, PLAN OF LAKEVIEW HEIGHTS, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK E, PAGES 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE EAST 30 FEET OF LOTS 44, 47 AND 48 (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 23, 1963 IN OFFICIAL RECORDS BOOK 1478, PAGE 889).

TOGETHER WITH ALL THAT PART OF WILSON AVENUE LYING SOUTH OF LOTS 42, 43, AND 48, PLAN OF LAKEVIEW HEIGHTS, PLAT BOOK E, PAGES 38 AND 40, AS INDICATED BY RESOLUTION FILE JANUARY 23, 1978 IN OFFICIAL RECORDS BOOK 2874, PAGE 387, PUBLICS OF ORANGE COUNTY, FLORIDA.

LESS COMMENCEMENT AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 30 EAST, THENCE NORTH 40 FEET, THENCE WEST 30 FEET, THENCE SOUTHWEST 40 FEET, THENCE EAST 30 FEET TO POINT OF BEGINNING (LESS EAST 30 FEET FOR ROAD), BEING PART OF LOTS 47 AND 48, PLAN OF LAKESHORE HEIGHTS, PLAT BOOK C, PAGE 39 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO QUIET-CLAIM DEED FILED JUNE 8, 1998 IN OFFICIAL RECORDS BOOK 7037, PAGE 4913).

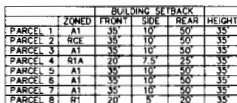
AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PARCEL A
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; LESS THE EAST 30 FEET (Pursuant to
RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 2, 1940 IN DEED BOOK 354, PAGE 373).

PAGE 2
LOT 14A, PLAN OF LAKEVIEW HEIGHTS, AS RECORDED IN PLAT BOOK 6, PAGE 39 AND HQ PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE EAST 20 FEET (PURSUANT TO RIGHT-OF-WAY AGREEMENT FILED SEPTEMBER 21, 1985 IN OFFICIAL RECORDS BOOK 1478, PAGE 687), PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD.

PART 2
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, THENCE NORTH 420 FEET, THENCE WEST 340 FEET, THENCE SOUTH 420 FEET, THENCE EAST 340 FEET TO POINT OF BEGINNING (LESS EAST 90 FEET FOR ROAD, BEING PART OF LOTS 47 AND 48, PLAN OF LAKEVIEW HEIGHTS, PLAT BOOK C, PAGES 38 AND 40, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PURSUANT TO GRANT-CLAY DEED FILED JUNE 6, 1988 IN OFFICIAL RECORDS BOOK 2887, PAGE 0641)

AND LESS RIGHT-OF-WAY FOR WOODLAND CEMETERY ROAD



BOUNDARY SURVEY PREPARED FOR:
WOODLAWN MEMORIAL PARK AND CEMETERY
LOCATION No. 164

AAL LAND SURVEYING SERVICES, INC.

APPROVED TO FILE: ENVIRONMENTAL APPROVED TO FILE: PLANNING APPROVED TO FILE: PLANNING		LEGEND 1. LOT 2. LOT 3. LOT 4. LOT 5. LOT 6. LOT 7. LOT 8. LOT 9. LOT 10. LOT 11. LOT 12. LOT 13. LOT 14. LOT 15. LOT 16. LOT 17. LOT 18. LOT 19. LOT 20. LOT 21. LOT 22. LOT 23. LOT 24. LOT 25. LOT 26. LOT 27. LOT 28. LOT 29. LOT 30. LOT 31. LOT 32. LOT 33. LOT 34. LOT 35. LOT 36. LOT 37. LOT 38. LOT 39. LOT 40. LOT 41. LOT 42. LOT 43. LOT 44. LOT 45. LOT 46. LOT 47. LOT 48. LOT 49. LOT 50. LOT 51. LOT 52. LOT 53. LOT 54. LOT 55. LOT 56. LOT 57. LOT 58. LOT 59. LOT 60. LOT 61. LOT 62. LOT 63. LOT 64. LOT 65. LOT 66. LOT 67. LOT 68. LOT 69. LOT 70. LOT 71. LOT 72. LOT 73. LOT 74. LOT 75. LOT 76. LOT 77. LOT 78. LOT 79. LOT 80. LOT 81. LOT 82. LOT 83. LOT 84. LOT 85. LOT 86. LOT 87. LOT 88. LOT 89. LOT 90. LOT 91. LOT 92. LOT 93. LOT 94. LOT 95. LOT 96. LOT 97. LOT 98. LOT 99. LOT 100. LOT 101. LOT 102. LOT 103. LOT 104. LOT 105. LOT 106. LOT 107. LOT 108. LOT 109. LOT 110. LOT 111. LOT 112. LOT 113. LOT 114. LOT 115. LOT 116. LOT 117. LOT 118. LOT 119. LOT 120. LOT 121. LOT 122. LOT 123. LOT 124. LOT 125. LOT 126. LOT 127. LOT 128. LOT 129. LOT 130. LOT 131. LOT 132. LOT 133. LOT 134. LOT 135. LOT 136. LOT 137. LOT 138. LOT 139. LOT 140. LOT 141. LOT 142. LOT 143. LOT 144. LOT 145. LOT 146. LOT 147. LOT 148. LOT 149. LOT 150. LOT 151. LOT 152. LOT 153. LOT 154. LOT 155. LOT 156. LOT 157. LOT 158. LOT 159. LOT 160. LOT 161. LOT 162. LOT 163. LOT 164. LOT 165. LOT 166. LOT 167. LOT 168. LOT 169. LOT 170. LOT 171. LOT 172. LOT 173. LOT 174. LOT 175. LOT 176. LOT 177. LOT 178. LOT 179. LOT 180. LOT 181. LOT 182. LOT 183. LOT 184. LOT 185. LOT 186. LOT 187. LOT 188. LOT 189. LOT 190. LOT 191. LOT 192. LOT 193. LOT 194. LOT 195. LOT 196. LOT 197. LOT 198. LOT 199. LOT 200. LOT 201. LOT 202. LOT 203. LOT 204. LOT 205. LOT 206. LOT 207. LOT 208. LOT 209. LOT 210. LOT 211. LOT 212. LOT 213. LOT 214. LOT 215. LOT 216. LOT 217. LOT 218. LOT 219. LOT 220. LOT 221. LOT 222. LOT 223. LOT 224. LOT 225. LOT 226. LOT 227. LOT 228. LOT 229. LOT 230. LOT 231. LOT 232. LOT 233. LOT 234. LOT 235. LOT 236. LOT 237. LOT 238. LOT 239. LOT 240. LOT 241. LOT 242. LOT 243. LOT 244. LOT 245. LOT 246. LOT 247. LOT 248. LOT 249. LOT 250. LOT 251. LOT 252. LOT 253. LOT 254. LOT 255. LOT 256. LOT 257. LOT 258. LOT 259. LOT 260. LOT 261. LOT 262. LOT 263. LOT 264. LOT 265. LOT 266. LOT 267. LOT 268. LOT 269. LOT 270. LOT 271. LOT 272. LOT 273. LOT 274. LOT 275. LOT 276. LOT 277. LOT 278. LOT 279. LOT 280. LOT 281. LOT 282. LOT 283. LOT 284. LOT 285. LOT 286. LOT 287. LOT 288. LOT 289. LOT 290. LOT 291. LOT 292. LOT 293. LOT 294. LOT 295. LOT 296. LOT 297. LOT 298. LOT 299. LOT 300. LOT 301. LOT 302. LOT 303. LOT 304. LOT 305. LOT 306. LOT 307. LOT 308. LOT 309. LOT 310. LOT 311. LOT 312. LOT 313. LOT 314. LOT 315. LOT 316. LOT 317. LOT 318. LOT 319. LOT 320. LOT 321. LOT 322. LOT 323. LOT 324. LOT 325. LOT 326. LOT 327. LOT 328. LOT 329. LOT 330. LOT 331. LOT 332. LOT 333. LOT 334. LOT 335. LOT 336. LOT 337. LOT 338. LOT 339. LOT 340. LOT 341. LOT 342. LOT 343. LOT 344. LOT 345. LOT 346. LOT 347. LOT 348. LOT 349. LOT 350. LOT 351. LOT 352. LOT 353. LOT 354. LOT 355. LOT 356. LOT 357. LOT 358. LOT 359. LOT 360. LOT 361. LOT 362. LOT 363. LOT 364. LOT 365. LOT 366. LOT 367. LOT 368. LOT 369. LOT 370. LOT 371. LOT 372. LOT 373. LOT 374. LOT 375. LOT 376. LOT 377. LOT 378. LOT 379. LOT 380. LOT 381. LOT 382. LOT 383. LOT 384. LOT 385. LOT 386. LOT 387. LOT 388. LOT 389. LOT 390. LOT 391. LOT 392. LOT 393. LOT 394. LOT 395. LOT 396. LOT 397. LOT 398. LOT 399. LOT 400. LOT 401. LOT 402. LOT 403. LOT 404. LOT 405. LOT 406. LOT 407. LOT 408. LOT 409. LOT 	
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