



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: May 19, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Jeffrey L. Sponenburg, Senior Title Examiner *JLS*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT BETWEEN REEDY CREEK IMPROVEMENT DISTRICT AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Golden Oak Water & Sewer over C-1 Canal

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

ITEM: Non-Exclusive Permanent Utility Easement Agreement
Cost: Donation
Size: 7,393.1 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS: Grantor to pay recording fees.

JUN 06 2017

Record and Return to:
Reedy Creek Improvement District
Post Office Box 10170
Lake Buena Vista, Florida 32830
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (the "**Property**"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) inspecting, replacing (in the same location), operating, maintaining and repairing Grantee's existing underground lines and underground facilities (collectively, the "**Facilities**"); and, in connection therewith (ii) access to and from the Easement Area over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

WHEREAS, any known existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area are disclosed by Grantor on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive permanent easement subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded instruments such as easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its permitted successors and assigns, employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks, and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the Facilities as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee (including, without limitation, its permitted successors and assigns) shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work in an area not approved under a Grantor-issued Right-of-Way Permit, and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Permanent Easement Agreement creates a non-exclusive Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 4.d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the Facilities with facilities in the same location and of the same or equivalent-type, size, number and capacity shall not be deemed construction of new facilities.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not materially damage the Facilities or unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially damage the Facilities or materially and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency) to temporarily interrupt Grantee's use of the Easement Area or the Facilities from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property, so long as such use does not materially damage the Facilities or materially and adversely interfere with the purpose for which this Easement is granted;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Facilities to another location either within or outside of the Easement Area, from time to time, in Grantor's discretion so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in

recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantor's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities, in whole or in part. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor's sole cost and expense) promptly remove the Facilities and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public, so long as such plat, replat, or dedication does not materially and adversely interfere with the purpose for which this Easement is granted.

5. Covenants of Grantee. Grantee, for itself, its grantees and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property without first obtaining necessary permits or authorizations from the appropriate state and federal authorities;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area disclosed in Exhibit "B";

d) not interfere with any undisclosed existing or hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies and other authorities construing any

of the foregoing, including but not limited to the provisions of section 768.28, Florida Statutes, (collectively, the “**Laws**”), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee’s use of the Easement Area. Grantee shall not, by any act or omission, render Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Facilities, at its sole cost and expense [except as provided in paragraph 4.d) above], and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, “**Hazardous Materials**”) to be misused, or disposed of upon, above or under, the Easement Area or the Property (“**Hazardous Materials Activities**”). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. To the extent provided by law, Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors while working on behalf of Grantee, or in any way resulting from Grantee’s repair, replacement, maintenance, or operation of the Facilities;

h) after completion of any repair or replacement work with respect to the Facilities (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense [unless the relocation work is made at the request of Grantor, then it shall be at Grantor’s sole cost and expense pursuant to paragraph 4.d) above], and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor’s costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6., hereof, accruing from and after the date of such expenditure until Grantor’s receipt of full payment therefor.

6. Breach by Grantee. If Grantee breaches any provision in this Permanent Easement Agreement, then following receipt of written notice of any such failure from Grantor,

Grantee shall have twenty-one (21) days to cure such failure, or if such failure cannot reasonably be cured within such twenty-one (21) day period, then such reasonable period necessary to cure such failure using due diligence; provided however, that notwithstanding the foregoing cure period, Grantor shall have the right to take reasonable action necessary to protect against immediate and significant damage to property or injury to persons. If Grantee fails to cure any such breach within the period to cure such breach twenty-one (21) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) two percent above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor. **Notwithstanding any other provision of this Permanent Easement Agreement, in no event shall either party have any liability to the other party under this Permanent Easement Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: any special, incidental, indirect, exemplary or consequential damages.**

7. Condition of Easement Area; Indemnity.

Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. To the extent permitted by Florida law, including, but not limited to, section 768.28, Florida Statutes (or any successor law), the parties agree to (a) hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, arising out of this Permanent Easement Agreement, Neither party shall be liable for the negligent acts or omissions of the other party. Neither the Grantor nor the Grantee shall, by virtue of entering into this Permanent Easement Agreement, waive their individual right to sovereign immunity or the sovereign immunity limits established by Florida law.

8. Insurance. The parties acknowledge that the Grantee is self-insured. Unless otherwise agreed to by Grantor and Grantee, Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and noncontributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee's contractors shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. Assignment. Grantor may, at any time, in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk.

11. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170

Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director of Utilities
Facsimile: (407)244-9899

With a copy to: Orange County, Florida
P.O. Box 1393
Orlando, FL 32802-1393
Attn: County Attorney
Facsimile: (407) 836-5888

12. Counterparts. This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. Governing Law. This Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida without giving effect to any choice of laws rules thereof which may direct the application of laws of another jurisdiction.

14. Jurisdiction. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

15. **Binding Obligations.** This Permanent Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent Easement Agreement.

17. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

18. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, each party shall be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

19. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK— SIGNATURES
APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the "Effective Date").

WITNESSES TO GRANTOR:

Sam Williams (Signature)
Tina Williams (Print Name)
Sam DMS (Signature)
SAMUEL A. DUHS (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

By: [Signature] (Signature)
John H. Classe, Jr., District Administrator

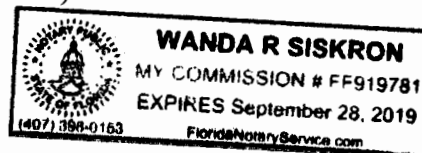
Dated: 3/24/17

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Permanent Easement Agreement was acknowledged before me this 24th day of March, 2017, by **John H. Classe, Jr.,** as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation, on behalf thereof, and who is personally known to me.

Wanda R. Siskron
Signature of Notary Public-State of Florida

(AFFIX STAMP)



ORANGE COUNTY
By: Board of County Commissioners

By: [Signature]
Teresa Jacobs
County Mayor

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

BY: Lakela Louis
Deputy Clerk
Lakela Louis
Printed Name

EXHIBIT "A"
Description of Permanent Easement Area (1 of 2)

DESCRIPTION

A parcel of land lying in Section 17, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 17, run along the West line of the Southwest 1/4 of said Section 17, N 00°33'48" E, 1062.53 feet, to a point on the Southerly boundary of Reedy Creek Improvement District C-1 Canal as described in Official Records Book 1896, Page 228 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Southeasterly having a radius of 1725.00 feet, and a central angle of 10°18'12"; thence from a tangent bearing of N 48°52'51" E run Northeasterly along the arc of said curve and aforesaid Southerly boundary, 310.20 feet; thence continue along aforesaid said Southerly boundary the following two courses; N 59°11'02" E, 498.10 feet to a point of curvature of a curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 12°40'43"; thence run Northeasterly along the arc of said curve, 309.02 feet to the POINT OF BEGINNING; thence N 34°01'03" W, 16.25 feet; thence N 43°42'59" W, 56.38 feet; thence N 49°12'46" E, 10.09 feet; thence N 40°52'05" W, 22.08 feet; thence N 40°40'51" W, 20.13 feet; thence N 40°23'41" W, 20.30 feet; thence N 40°34'01" W, 20.06 feet; thence N 40°20'39" W, 20.14 feet; thence N 39°43'34" W, 20.11 feet; thence N 39°18'15" W, 21.55 feet; thence N 27°10'14" W, 23.20 feet; thence N 26°20'57" W, 12.64 feet to a point on the Northerly boundary of aforesaid said C-1 Canal and a point on a non-tangent curve concave Northwesterly having a radius of 1146.50 feet, and a central angle of 01°19'20"; thence from a tangent bearing of N 44°57'37" E run Northeasterly along the arc of said curve and aforesaid Northerly boundary, 26.46 feet; thence S 27°51'47" E, 1.50 feet; thence S 26°20'57" E, 19.73 feet; thence S 27°10'14" E, 20.37 feet; thence S 39°18'15" E, 18.80 feet; thence S 39°43'34" E, 19.88 feet; thence S 40°20'39" E, 19.95 feet; thence S 40°34'01" E, 20.05 feet; thence S 40°23'41" E, 20.28 feet; thence S 40°40'51" E, 20.04 feet; thence S 40°47'14" E, 20.39 feet; thence N 44°51'16" E, 4.90 feet; thence S 43°42'58" E, 56.17 feet; thence S 33°50'14" E, 16.05 feet to a point on the Southerly boundary of aforesaid said Canal C-1 and a point on a non-tangent curve concave Northwesterly having a radius of 1396.50 feet, and a central angle of 01°38'26"; thence from a tangent bearing of S 44°51'53" W run Southwesterly along the arc of said curve and aforesaid Southerly boundary, 39.99 feet to the Point of Beginning, containing 7393.1 square feet, more or less.

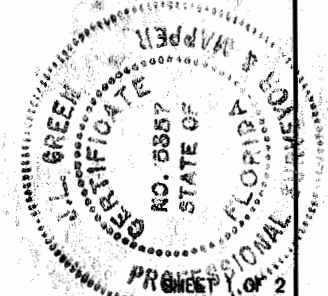
J.L. GREEN PSM

Florida Certificate No. 5357

July 13, 2016

Reedy Creek Energy Services, Survey and Mapping Department LB 7714
 751 Backstage Lane, Bay Lake, Florida 32830-1000

NOTE: Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



	PROJECT NAME	GOLDEN OAK PHASE 4	DATE	7/13/16
	PERMIT NUMBER	15-S-013	SCALE	1" = 100'
	SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY	JLG
	PURPOSE	PERMANENT EASEMENT FOR SANITARY AND POTABLE LINES	FILENAME	10JG16128

EXHIBIT "A"
Description of Permanent Easement Area (2 of 2)

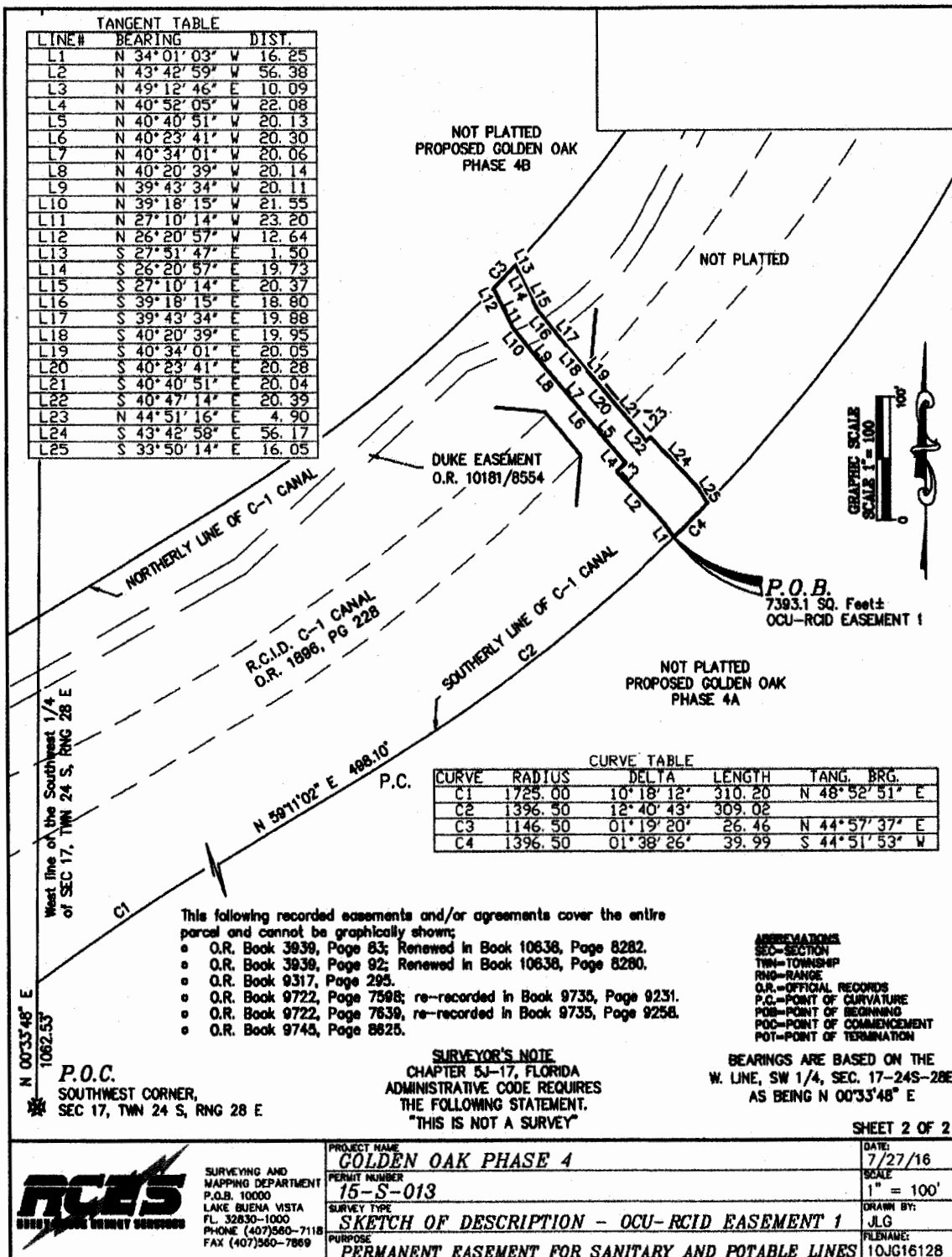


EXHIBIT "B"

**List of known existing licenses, easements, reservations, or rights-of-way upon, above, over, through, under,
or across the Easement Area:**

NONE