

Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE:	July 12, 2017
TO:	Mayor Teresa Jacobs and the Board of County Commissioners
THROUGH:	Paul Sladek, Manager Real Estate Management Division
FROM:	Elizabeth Price Jackson, Senior Title Examiner aff Real Estate Management Division
CONTACT PERSON:	Paul Sladek, Manager
DIVISION:	Real Estate Management Phone: (407) 836-7090
ACTION REQUESTED:	APPROVAL OF CONSERVATION AND ACCESS EASEMENT FROM COMPASS TRADING COMPANY, LLC TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT
PROJECT:	Moss Park - Conservation Area Impact Permit #CAI-13-09-022 (Parcel M)
	District 4
PURPOSE:	To provide for conservation of wetlands and uplands as a requirement of development.
ITEM:	Conservation and Access Easement Cost: Donation Total size: 3.32 acres
APPROVALS:	Real Estate Management Division County Attorney's Office Environmental Protection Division

Real Estate Management Division Agenda Item 2 July 12, 2017 Page 2

REMARKS:

Conservation Area Impact Permit No. CAI 13-09-022 (the "Permit") issued by Orange County Environmental Protection Division requires this Conservation and Access Easement on a portion of the site being developed by Compass Trading Company, LLC. This Conservation and Access Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation and Access Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

Access to the conservation easement area is by a specific access easement within the parent tract from Moss Park Road.

Grantor to pay all recording fees.

APPROVED -BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS AUG 0 1 2017

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

Project: Moss Park – Conservation Area Impact Permit #CAI-13-09-022 (Parcel M)

Parcel Id. No.: a portion of 15-24-31-0000-00-022

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 30^{+-} day of 1_{--} , 2017, by Compass Trading Company, LLC, a Florida limited liability company, whose address is 26 Island Estates Parkway, Palm Coast, Florida 32137 ("GRANTOR"), in favor of Orange County, a charter county and political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE"). The Conservation Easement and Access Easement granted herein are collectively referred to as the "CONSERVATION AND ACCESS EASEMENT."

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real property in Orange County, Florida, more particularly described in Schedule "A" attached hereto and incorporated by this reference (the "PROPERTY"); and

WHEREAS, Lennar Homes, LLC, a Florida limited liability company, whose address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 (the "DEVELOPER") desires to construct the Moss Park Planned Development at a site in unincorporated Orange County, which is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. CAI-13-09-022 (the "PERMIT")

authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

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

WHEREAS, pursuant to an independent agreement between GRANTOR and DEVELOPER, GRANTOR desires to preserve the PROPERTY in predominantly its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity; and

WHEREAS, the PROPERTY is situated within lands owned by GRANTOR herein referred to as the PARENT TRACT; and

WHEREAS, pursuant to an independent agreement between GRANTOR and DEVELOPER, GRANTOR desires to provide GRANTEE access to the PROPERTY through a portion of the PARENT TRACT (the "ACCESS AREA"), in accordance with the terms of this CONSERVATION AND ACCESS EASEMENT.

NOW, THEREFORE, in consideration of TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes (2016), as it may be amended, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over the PROPERTY of the nature and character and to the extent hereinafter set forth (the "CONSERVATION EASEMENT"). GRANTOR fully warrants title to the PROPERTY, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. <u>Purpose</u>. The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in

accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

2. <u>Prohibited Uses.</u> Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the PROPERTY inconsistent with this CONSERVATION EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.

Project: Moss Park – Conservation Area Impact Permit #CAI-13-09-022 (Parcel M)

> (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Reserved Rights in the PROPERTY. GRANTOR reserves unto itself, and its 3. successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the PERMIT or the purpose of this CONSERVATION EASEMENT. Specifically, GRANTOR reserves unto itself, and its successors and assigns, the right to construct and maintain one (1) walkway within the conservation easement area in a manner that does not reduce the functional value of the conservation easement. GRANTOR, and its successors and assigns, shall avoid and minimize to the fullest extent practicable impacts to the PROPERTY. This CONSERVATION EASEMENT shall not constitute permit authorization for the construction, installation, placement, maintenance and/or repair of the walkway. This reservation does not release GRANTOR, and its successors and assigns, from the duty of obtaining all necessary Orange County, State of Florida and/or federal permits, and/or approvals for the construction, installation, placement, maintenance and/or repair of the walkway. This reservation does not convey to GRANTOR or create in GRANTOR any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by GRANTOR. GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the ACCESS AREA subject to the terms of this CONSERVATION AND ACCESS EASEMENT.

4. <u>Public Access.</u> No right or access by the general public to any portion of the

PROPERTY is conveyed by this CONSERVATION AND ACCESS EASEMENT.

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

ACCESS EASEMENT. In exchange for good and valuable consideration, the (a) receipt and sufficiency of which are acknowledged by the parties, GRANTOR hereby voluntarily grants and conveys to GRANTEE an access easement ("ACCESS EASEMENT") to enter on, over and through the ACCESS AREA (as more particularly described in Schedule "B" attached hereto) for the purpose of vehicular and pedestrian ingress and egress over and across the ACCESS AREA as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT. GRANTOR fully warrants title to the ACCESS AREA, and will warrant and defend the same against the lawful claims of all persons whomsoever. The ACCESS EASEMENT shall automatically terminate as to all those parts of the ACCESS AREA conveyed to GRANTEE by separate easement instrument, or platted as a street and dedicated to the perpetual use of the public upon such conveyance or dedication without the necessity of any amendment to this CONSERVATION AND ACCESS EASEMENT or release of those parts of the ACCESS AREA so conveyed or dedicated. The ACCESS EASEMENT shall be deemed perpetual as to all parts of the ACCESS AREA that are not at some point conveyed to GRANTEE by separate easement instrument, or platted as streets and dedicated to the perpetual use of the public.

(b) CONSERVATION EASEMENT. To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT, and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(c) CONSERVATION AND ACCESS EASEMENT. To proceed at law or in equity to enforce the provisions of this CONSERVATION AND ACCESS EASEMENT and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION AND ACCESS EASEMENT.

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

7. <u>GRANTEE's Liability.</u> GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the PROPERTY and the ACCESS AREA, provided however, GRANTOR's assumption of such liability with respect to the ACCESS AREA shall cease as to all parts of the ACCESS AREA platted as a street and dedicated to the perpetual use of the public immediately upon such dedication. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY or ACCESS AREA, provided however, such limitation upon GRANTOR and persons or entities claiming by or through GRANTOR shall terminate and no longer apply to all parts of the ACCESS AREA platted as a street and dedicated to the perpetual use of the public immediately upon such dedication.

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

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

10. <u>Successors.</u> The covenants, terms, conditions and restrictions of this CONSERVATION AND ACCESS EASEMENT shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the PROPERTY and ACCESS Project: Moss Park -- Conservation Area Impact Permit #CAI-13-09-022 (Parcel M)

AREA.

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

its name.

Signed, sealed, and delivered in the presence of:

Compass Trading Company, LLC, a Florida limited liability company

BY: Benjamin Vogel

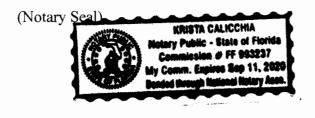
Manager

Printed Name

(Signature of **TWO** Witnesses required by Florida Law)

STATE OF COUNTY OF Of

The foregoing instrument was acknowledged before me this 36day of June, 2017, by Benjamin Vogel, as Manager on behalf of Compass Trading Company, LLC, a Florida limited liability company. He 💆 is personally known to me or 🗆 has produced as identification.



otary Signature

Printed Notary Name

Notary Public in and for the County and State aforesaid My commission expires:

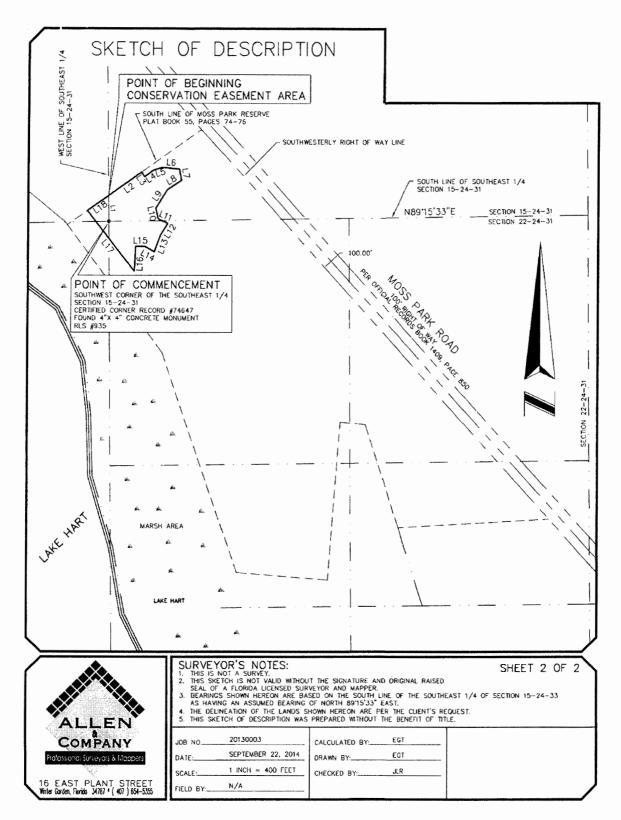
S:/Forms & Master Docs/Project Document Files/1_Misc. Documents/M/Moss Park CAIP#CAI-13-09-022 (Parcel M) CAE.doc 6/2/17bj

Schedule "A"

	EGAL [DESCRIPTIC	N				
CONSER	VATION EASE	MENT AREA					
	A parcel of land being in a portion of Sections 15 and 22, Township 24 South, Range 31 East Orange County, Florida being more particularly described as follows:						
thence distance Book 55 the POIN along th thence feet; th North 7 East for of 61.59 thence 12'44'13 distance feet; the North 6 West for of 134.5	North 00'57' of 137.44 b, Pages 74- NT OF BEGIN he said South departing sa ence run No 2'55'55" Eas o distance o feet; then run South 32 " East for a ence run South 32 " East for a ence run South 32 distance of 60.19 fe ence run South 32 distance of 60.19 fe ence run South 32 for a distance of feet; ther on the aford	NING; thence dep h line of Moss Po id South line, run rth 54*55'28" Eas t for a distance of 97.52 feet; th e run South 57'4 2*55'49" West for distance of 58.0 ret; thence run S uth 21*00'51" Wes t for a distance of 50.97 feet; th ace run North 38" esaid South line of	he West line of of Moss Park Records of O arting said We rk Reserve for South 34'25'5 to for a distan of 50.17 feet; hence run Sout 9'45" West for a distance of 6 feet; thence outh 32'59'16" to r a distan of 59.01 feet; hence run Sou 50'10" West for	of said Southe Reserve, as range County, st line, run No a distance o 58" East for a ce of 60.52 for thence run S th 11*40'38" E r a distance o 117.62 feet; e run South 6 West for a d ce of 94.62 for thence run N th 03*01'31" Wor a distance	ast 1/4, for a recorded in Plat Florida, also being orth 55'34'02" East if 221.37 feet; distance of 29.59 eet; thence run outh 85'12'30" ast for a distance of 93.78 feet; thence run South 5'50'02" East for a istance of 75.64 eet; thence run orth 89'42'28" Vest for a distance of 418.56 feet to		
55*34'02 OF BEGI	NNING.	g said South line s, more or less.			eet to the POINT		
55*34'02 OF BEGI	NNING. ng 3.12 ocre	s, more or less.			eet to the POINT		
55*34'02 OF BEGI	NNING.	s, more or less.		LINE TA	eet to the POINT		
55 ⁻ 34'02 OF BEGII Containin <u>UNE</u> L1	NNING. ng 3.12 ocre LINE TAB LENGTH 137.44'	s, more or less. BLE BEARING N00'57'05"W	, for a distanc	LINE TA	BLE BEARING S12'44'13"E		
55'34'02 OF BEGII Containin LINE L1 L2	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37'	s, more or less. BLE BEARING N00'57'05"W N55'34'02"E	, for a distanc	LINE TA LINE TA LENGTH 58.06' 60.19'	BLE BEARING S12'44'13"E S65'50'02"E		
55'34'02 OF BEGII Containin LINE L1 L2 L3	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59'	s, more or less. BLE BEARING N00'57'05"W N55'34'02"E S34'25'58"E	, for a distance LIN LIN L11 L11	LINE TA LINE TA LENGTH 58.06' 60.19' 2 75.64'	BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W		
55'34'02 OF BEGII Containin LINE L1 L2 L3 L4	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52'	s, more or less. BLE BEARING N00'57'05"W N55'34'02"E S34'25'58"E N54'55'28"E	, for a distance LIN LIN LIN LIN LIN LIN LIN LIN LIN LIN	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62'	BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W		
55'34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17'	s, more or less. BLE BEARING N00'57'05"W N55'34'02"E S34'25'58"E N54'55'28"E N72'55'55"E	, for a distance	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01'	eet to the POINT BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W		
55 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52'	s, more or less. BLE BEARING N00'57'05"W N55'34'02"E S34'25'58"E N54'55'28"E N72'55'55"E S85'12'30"E	, for a distance LINI LINI L12 L13 L14 L14 L14 L14 L14 L14	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97'	BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W		
55 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59'	s, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N54'55'28''E N72'55'55''E S85'12'30''E S11'40'38''E	, for a distance LIN LIN L10 L11 L12 L13 L14 L15 L16 L16	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97' 134.56'	eet to the POINT BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W S03'01'31"W		
55 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52'	s, more or less. BLE BEARING N00'57'05"W N55'34'02"E S34'25'58"E N54'55'28"E N72'55'55"E S85'12'30"E	, for a distance LINI LINI L12 L13 L14 L14 L14 L14 L14 L14	LINE TA LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97' 134.56' 418.56'	BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W		
55 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78'	s, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N54'55'28''E N72'55'55''E S85'12'30''E S11'40'38''E S57'49'45''W	, for a distance LIN LIN L10 L11 L12 L13 L14 L15 L16 L17	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97' 134.56' 7 418.56'	eet to the POINT BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W S03'01'31"W N38'50'10"W		
55 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78' 117.62' SU 2. 3.	S, more or less. BLE BEARING N00'57'05"W N55'34'02"E S34'25'58"E N54'55'28"E N72'55'55"E S85'12'30"E S11'40'38"E S57'49'45"W S32'55'49"W RVEYOR'S NOTES: THIS IS NOT A SURVEY. THIS SETCH IS NOT VALID W EAL OF A FLORIDA LICENSEE BEARINGS SHOWN HERCON AF	ITHOUT THE SIGNATURE SURVEYOR AND MAPPE BASED ON THE SOUT RING OF NORTH BENJS	LINE TA LINE TA LENGTH LENGTH LENGTH 5.58.06' 60.19' 7.5.64' 5.9.01	BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W S03'01'47'48"W N89'42'28"W S03'01'31"W N38'50'10"W N55'34'02"E SHEET 1 OF 2 AST 1/4 OF SECTION 15-24-33		
55 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78' 117.62' SU 1. 2. 3. 4. 4.	S, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N54'55'28''E N72'55'55''E S85'12'30''E S11'40'38''E S57'49'45''W S32'55'49''W RVEYOR'S NOTES: THIS SK NOT A SURVEY. THIS SK OWA HERGON AF	THOUT THE SIGNATURE SURVEYOR AND MAPPE E BASED ON THE SOUT RING OF NORTH BENTS DIS SHOWN HEREON ARE	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97' 134.56' 418.56' 418.56' 418.56' 418.56' 418.63' AND ORIGINAL RAISED R. H LINE OF THE SOUTHE PER THE CLIENT'S REI	BLE BEARING \$12'44'13"E \$65'50'02"E \$32'59'16"W \$21'00'51"W N61'47'48"W N89'42'28"W \$03'01'31"W N38'50'10"W N55'34'02"E SHEET 1 OF 2 AST 1/4 OF SECTION 15-24-33 QUEST.		
55'34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8 L9	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78' 117.62' SU 2. 3. 4. 5.	S, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N72'55'55''E S85'12'30''E S11'40'38''E S57'49'45''W S32'55'49''W S32'55'49''W RVEYOR'S NOTES: THIS IS NOT A SURVEY. THIS SKOTA SURVEY. THIS SKOTA SURVEY. THIS SKOTA SURVEY. THIS SKOTA SURVEY. THIS SKOTA SURVEY. THIS SKOTA OF A FLORIDA LICENSE BEARING SKOWA HEREON AR S HAVING AN ASSUMED BEA THIS SKETCH OF DESCRIPTION	THOUT THE SIGNATURE SURVEYOR AND MAPPE E BASED ON THE SOUT RING OF NORTH BENTS DIS SHOWN HEREON ARE	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 59.01' 59.01' 50.97' 134.56' 418.56' 418.56' 418.56' 418.56' 418.56' 418.56' 141.63' AND ORIGINAL RAISED I. UNE OF THE SOUTHE ST EAST. PER THE CLIENT'S REUT THE BENEFIT OF TITLE ST THE CLIENT'S REUT THE DENEFIT OF TITLE SOUTHE	BLE BLE B12'44'13"E \$65'50'02"E \$32'59'16"W \$21'00'51"W N61'47'48"W N89'42'28"W \$03'01'31"W N38'50'10"W N55'34'02"E SHEET 1 OF 2 AST 1/4 OF SECTION 15-24-33 OUEST.		
S5 ⁻ 34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8 L9 VALLET COMPAN	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78' 117.62' SU 1. 2. 3. 4. 1. 5. 1. 08	S, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N54'55'28''E N72'55'55''E S85'12'30''E S11'40'38''E S57'49'45''W S32'55'49''W RVEYOR'S NOTES: THIS IS NOT A SURVEY. THIS SKETCH OF A FLORIDA LICENSE BEARING SNOWH HERON AF SHAVING AN ASSUMED BEC NO. 20130003 SERTIMPER 22 20	THOUT THE SIGNATURE SURVEYOR AND MAPPE SURVEYOR AND MAPPE CALCULATED BY:	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 59.01' 59.01' 50.97' 134.56' 418.56' 418.56' 418.56' 418.56' 418.56' 418.56' 141.63' AND ORIGINAL RAISED I. UNE OF THE SOUTHE ST EAST. PER THE CLIENT'S REUT THE BENEFIT OF TITLE ST THE CLIENT'S REUT THE DENEFIT OF TITLE SOUTHE	eet to the POINT BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W S03'01'31"W N38'50'10"W N55'34'02"E SHEET 1 OF 2 AST 1/4 OF SECTION 15-24-33 QUEST. L.		
55'34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8 L9	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78' 117.62' SU 1. 2. 3. 4. 5. 108 DATE	S, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N72'55'58''E S85'12'30''E S11'40'38''E S57'49'45''W S32'55'49''W S32'55'49''W RVEYOR'S NOTES: THIS IS NOT A SURVEY. THIS SKETCH IS NOT VALID W S40' A SURVEY. THIS SKETCH IS NOT VALID W EARING AN ASSUMED BEA SEANING AN ASSUMED BEA SHANNG AN ASSUMED THE LAN THE DELINGATION OF THE LAN THE DELINGATION OF THE LAN THE DELINGATION OF THE LAN NO. 20130003 SEPTEMBER 22, 21	THOUT THE SIGNATURE UIA UIA UIA UIA UIA UIA UIA UIA UIA UIA	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97' 134.56' 418.56' 418.56' 418.56' 418.56' AND ORIGINAL RAISED I. LINE OF THE SOUTHE S' EAST. PER THE CLIENT'S REI J' THE BENEFIT OF TITL EGT EGT	eet to the POINT BLE BEARING S12'44'13"E S65'50'02"E S32'59'16"W S21'00'51"W N61'47'48"W N89'42'28"W S03'01'31"W N38'50'10"W N55'34'02"E SHEET 1 OF 2 AST 1/4 OF SECTION 15-24-33 QUEST. L.		
S5'34'02 OF BEGII Containin LINE L1 L2 L3 L4 L5 L6 L7 L8 L9 VALLET COMPAN	NNING. ng 3.12 ocre LINE TAE LENGTH 137.44' 221.37' 29.59' 60.52' 50.17' 97.52' 61.59' 93.78' 117.62' SU 2. 3. 4. 5. 108 DATE SCAL	S, more or less. BLE BEARING N00'57'05''W N55'34'02''E S34'25'58''E N72'55'58''E S85'12'30''E S11'40'38''E S57'49'45''W S32'55'49''W S32'55'49''W RVEYOR'S NOTES: THIS IS NOT A SURVEY. THIS SKETCH IS NOT VALID W S40' A SURVEY. THIS SKETCH IS NOT VALID W EARING AN ASSUMED BEA SEANING AN ASSUMED BEA SHANNG AN ASSUMED THE LAN THE DELINGATION OF THE LAN THE DELINGATION OF THE LAN THE DELINGATION OF THE LAN NO. 20130003 SEPTEMBER 22, 21	THOUT THE SIGNATURE UIN LIN LIQ LIQ LIQ LIQ LIQ LIQ LIQ LIQ LIQ LIQ	LINE TA LINE TA LENGTH 58.06' 60.19' 75.64' 94.62' 59.01' 50.97' 134.56' 418.56' 418.56' 418.56' 418.56' AND ORIGINAL RAISED I. LINE OF THE SOUTHE S' EAST. PER THE CLIENT'S REI J' THE BENEFIT OF TITL EGT EGT	BLE BEARING \$12'44'13"E \$65'50'02"E \$32'59'16"W \$21'00'51"W N61'47'48"W N89'42'28"W \$03'01'31"W N38'50'10"W N55'34'02"E SHEET 1 OF 2 SHEET 1 OF 2 AST 1/4 OF SECTION 15-24-33 QUEST.		

ł

Project: Moss Park – Conservation Area Impact Permit #CAI-13-09-022 (Parcel M)



Schedule "B"

LEGAL DESCRIPTION

A 25.00 FOOT WIDE STRIP OF LAND BEING IN A PORTION OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

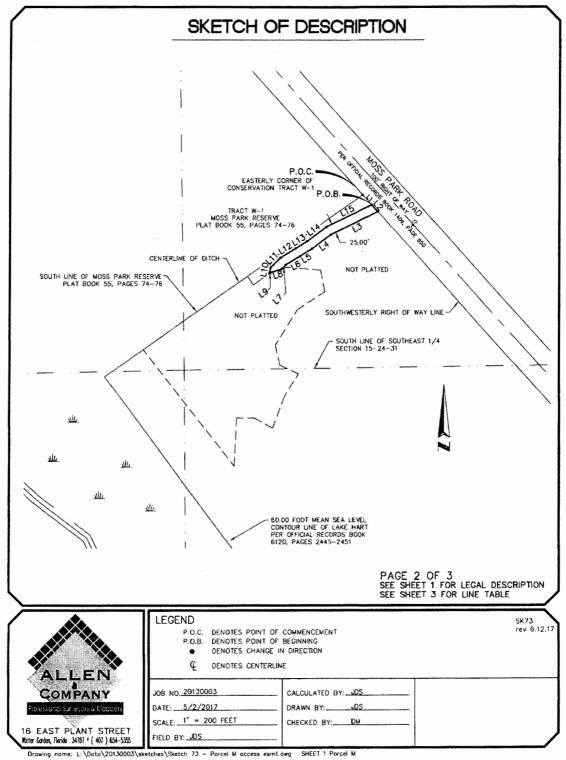
COMMENCE AT THE EASTERLY CORNER OF CONSERVATION TRACT W-1, MOSS PARK RESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 74 THROUGH 76 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 42'54'57" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MOSS PARK ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1409, PAGE 850 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 38.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 42'54'57" EAST FOR A DISTANCE OF 26.23 FEET; THENCE RUN SOUTH 64'42'39" WEST FOR DISTANCE 150.60 FEET; THENCE RUN SOUTH 54'07'38" WEST FOR A DISTANCE OF 67.24 FEET; THENCE RUN SOUTH 5911'15" WEST FOR A DISTANCE OF 40.62 FEET; THENCE RUN SOUTH 59'30'11" WEST FOR A DISTANCE OF 49.18 FEET: THENCE RUN SOUTH 45'11'29" WEST FOR A DISTANCE OF 15.61 FEET; THENCE RUN SOUTH 72'55'55" WEST FOR A DISTANCE OF 33.32 FEET; THENCE RUN SOUTH 54'55'28" WEST FOR A DISTANCE OF 3.37 FEET; THENCE RUN NORTH 11'14'51" EAST FOR A DISTANCE OF 15.98 FEET; THENCE RUN NORTH 45'11'29" EAST FOR A DISTANCE OF 38.30 FEET; THENCE RUN NORTH 59'30'11" EAST FOR A DISTANCE OF 52.25 FEET; THENCE RUN NORTH 59'11'15" EAST FOR A DISTANCE OF 39.44 FEET; THENCE RUN NORTH 54'07'38" EAST FOR A DISTANCE OF 68.46 FEET; THENCE RUN NORTH 64'42'39" EAST FOR A DISTANCE OF 144.97 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND POINT OF BEGINNING.

CONTAINING 8,569 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.

		SEE SHE	1 OF 3 EET 2 FOR SKETCH EET 3 FOR LINE TABLE
ALLEN	SEAL OF A FLORIDA LICENSEC 3. BEARINGS SHOWN HEREON AR MOSS PARK RESERVE, AS BEI 4. THIS SKETCH OF DESCRIPTION	E ASSUMED AND BASED ON THE S	OUTH LINE OF TRACT W-1,
COMPANY Professioner Surveyers & Medpitters	JOB NO. 20130003 DATE: <u>5/2/2017</u>	CALCULATED BY: JDS ORAWN BY:QS	FOR THE UPERSO BUSINESS 16723 BY
16 EAST PLANT STREET Whiter Garden, Florido JUTRI * (407) 059-5355	SCALE: <u>1" = 200 FEET</u> FIELD BY: <u>JDS</u> etchos\Sketch 73 - Porcel M occess esrnt.	CHECKED BY:	JAMES L. RICKMAN, P.S.M. 15633

CO:164/10201000 04:00

Project: Moss Park – Conservation Area Impact Permit #CAI-13-09-022 (Parcel M)



CO: 1886 107 20 40 1 100

ſ	SKETCH O	= DESCRIPTION			
		E TABLE			
	LINE LENG L1 38.7	and the second s			
	L2 26.2	3' S42'54'57"E			
	L3 150.6 L4 67.2				
	L5 40.6 L6 49.1				
	L7 15.6	1' S45'11'29"W			
	L8 33.3 L9 3.37				
	L10 15.9	B' N11'14'51"E			
	L11 38.3 L12 52.2				
	L13 39.4 L14 68.4				
	L14 68.4 L15 144.9				
		PAGE	3 OF 3		
(SEE SH SEE SH	3 OF 3 LEET 1 FOR LEGAL DESCRIPTION LEET 2 FOR SKETCH		
			SK73		
			rev 6.12.17		
ALLEN					
COMPANY	JOB NO. 20130003	CALCULATED BY: JDS			
Professional Surveyors 5 Mappers	DATE: 5/2/2017	DRAWN BY:JDS			
16 EAST PLANT STREET Marter Corden, Florida 3/787 • (407) 654-5355	SCALE: 1" = 200 FEET FIELD BY: JDS	CHECKED BY: DM			

Drawing name: L: \Data\20130003\sketches\Sketch 73 - Parcel M access esmi.dwg SHEET 1 Parcel M