




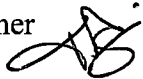
Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 23

**DATE:** August 4, 2017

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

**THROUGH:** Paul Sladek, Manager   
Real Estate Management Division

**FROM:** Theresa A. Avery, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** APPROVAL OF CONSERVATION EASEMENT FROM ZANZIBAR PROPERTIES, LLC TO ORANGE COUNTY AND CONSERVATION AND ACCESS EASEMENT WITH JOINDER AND CONSENT TO CONSERVATION AND ACCESS EASEMENT BY ZANZIBAR PROPERTIES, LLC FROM MATTAMY ORLANDO LLC TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** Hawksmoor/Zanzibar Project Site  
(CAI-13-10-026 & CAI-16-06-025)  
  
District 1

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

**ITEMS:** Conservation Easement  
Cost: Donation  
Size: 16.867 acres  
  
Conservation and Access Easement with Joinder and Consent to Conservation and Access Easement  
Cost: Donation  
Total size: 74.955 acres

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

**REMARKS:** Conservation Area Impact Permit Nos.: CAI-13-10-026 and CAI-16-06-025 ("Permits") issued by Orange County Environmental Protection Division require two conservation easements on portions of the site being developed. These conservation easements 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 easements that are to be enhanced, restored, or created pursuant to the Permits shall be retained and maintained in the enhanced, restored, or created conditions required by the Permits.

Access to the conservation easement area in the Conservation Easement being granted by Zanzibar Properties, LLC is available from Old YMCA Road.

Access to the conservation easement areas in the Conservation and Access Easement granted by Mattamy Orlando LLC ("Mattamy") is over the Mattamy parent tract "(Project Site)" from Old YMCA Road. However, upon recording of a plat of any portion of the Project Site that provides County with alternative access to the conservation easement areas, all other portions of the Project Site shall be released from the access easement provisions of the Conservation and Access Easement.

Grantors to pay all recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

AUG 22 2017

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

Project: Hawksmoor/Zanzibar Project Site  
(CAI-13-10-026 & CAI-16-06-025)

Parcel ID No.  
a portion of: 31-23-27-0000-00-004

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 8<sup>th</sup> day of  
February, 20 17 by Zanzibar Properties, LLC, a Florida limited liability company, whose  
address is 27 N. Summerlin Ave., Orlando, Florida 32801 ("GRANTOR"), in favor of Orange  
County, a charter county and political subdivision of the state of Florida, whose address is Post  
Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE.")

**WITNESSETH:**

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

WHEREAS, GRANTOR desires to construct Hawksmoor/Zanzibar Project Site (the  
"PROJECT") at a site in Orange County, which is subject to the regulatory jurisdiction of Orange  
County; and

WHEREAS, Conservation Area Impact Permit Nos. CAI-13-10-026 and CAI-16-06-025  
(the collectively "PERMITS") authorize certain activities that affect waters and wetlands of the

County and the State of Florida; and

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

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

**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 said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose.** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in accordance with the PERMITS, 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 PERMITS shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMITS.

2. **Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMITS, any activity on or use of the PROPERTY inconsistent

with this CONSERVATION EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

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

3. **Reserved Rights.** GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the PERMITS or the purpose of this CONSERVATION EASEMENT.

4. **Public Access.** No right or access by the general public to any portion of the PROPERTY is conveyed by this CONSERVATION EASEMENT.

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

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

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

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

or entity, to enforce the provisions of this CONSERVATION EASEMENT.

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or PROPERTY of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal PROPERTY that may occur on the PROPERTY.

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

9. **Recordation.** GRANTOR shall record this CONSERVATION EASEMENT in timely fashion in the 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 EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION EASEMENT in the public records.

10. **Successors.** The covenants, terms, conditions and restrictions of this CONSERVATION EASEMENT shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the PROPERTY.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Witness

Amal Farah  
Printed Name

[Signature]  
Witness

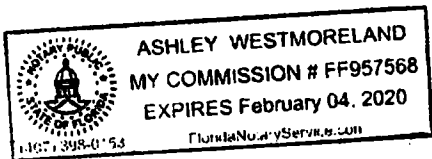
Linda Sullivan  
Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of  
February, 20 17, by Sadique Jaffer, as  
Managing Member, on behalf of Zanzibar Properties, LLC, a Florida limited liability  
company. ☒ He ☐ She ☐ is personally known to me or ☐ has produced \_\_\_\_\_  
as identification.

(Notary Seal)



Zanzibar Properties, LLC  
a Florida limited liability company

BY: [Signature]  
SADIQUE Jaffer  
Printed Name

MANAGING MEMBER  
Title

[Signature]  
Notary Signature

Ashley Westmoreland  
Printed Notary Name

Notary Public in and for the  
County and State aforesaid

My commission expires: 2/4/2020



# LEGAL DESCRIPTION

00000 FEB08/17-08/15/17

## EXHIBIT, "A"

### LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°22'12" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, 1243.67 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST 1/4 RUN NORTH 00°37'48" WEST, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLD YMCA ROAD AND THE POINT OF BEGINNING; THENCE RUN SOUTH 89°22'12" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 16.09 FEET TO THE POINT OF CURVATURE A CURVE CONCAVE NORTHEASTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 37°16'11", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 65.05 FEET, A CHORD BEARING OF NORTH 71°59'43" WEST AND A CHORD DISTANCE OF 63.91 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 53°21'38" WEST, 99.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°18'04", A RADIUS OF 176.00 FEET, AN ARC LENGTH OF 209.81 FEET, A CHORD BEARING OF NORTH 87°30'39" WEST AND A CHORD DISTANCE OF 197.60 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 58°20'19" WEST, 135.48 FEET TO THE POINT OF CURVATURE A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 31°01'53", A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 81.24 FEET, A CHORD BEARING OF SOUTH 73°51'15" WEST AND A CHORD DISTANCE OF 80.25 FEET TO THE POINT OF TANGENCY AND SAID NORTHERLY RIGHT OF WAY LINE OF OLD YMCA ROAD; THENCE RUN SOUTH 89°22'12" WEST ALONG SAID NORTHERLY LINE, 39.60 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN NORTH 56°57'20" EAST, 208.29 FEET; THENCE RUN NORTH 51°19'58" EAST, 46.85 FEET; THENCE RUN NORTH 60°05'16" EAST, 33.40 FEET; THENCE RUN NORTH 79°40'45" EAST, 52.51 FEET; THENCE RUN NORTH 85°52'44" EAST, 65.42 FEET; THENCE RUN SOUTH 66°20'23" EAST, 83.93 FEET; THENCE RUN NORTH 11°36'04" EAST, 15.16 FEET; THENCE RUN NORTH 30°10'30" WEST, 29.17 FEET; THENCE RUN NORTH 63°08'40" WEST, 113.94 FEET; THENCE RUN NORTH 59°43'44" WEST, 217.66 FEET; THENCE RUN NORTH 62°50'12" WEST, 104.17 FEET; THENCE RUN NORTH 65°20'07" WEST, 109.30 FEET; THENCE RUN NORTH 57°09'45" WEST, 156.90 FEET; THENCE RUN NORTH 40°45'15" WEST, 100.27 FEET; THENCE RUN NORTH 01°18'44" EAST, 83.37 FEET; THENCE RUN NORTH 25°37'37" WEST, 56.98 FEET; THENCE RUN NORTH 63°17'36" WEST, 99.47 FEET; THENCE RUN NORTH 30°15'10" WEST, 81.44 FEET; THENCE RUN NORTH 04°23'50" WEST, 79.13 FEET; THENCE RUN NORTH 69°50'03" WEST, 34.55 FEET; THENCE RUN SOUTH 82°54'57" WEST, 82.37 FEET; THENCE RUN NORTH 80°53'47" WEST, 83.75 FEET; THENCE RUN NORTH 27°32'46" WEST, 164.76 FEET; THENCE RUN NORTH 26°11'59" EAST, 169.50 FEET; THENCE RUN NORTH 81°45'38" EAST, 160.39 FEET; THENCE RUN SOUTH 35°42'56" EAST, 145.17 FEET; THENCE RUN SOUTH 13°41'24" EAST, 121.53 FEET; THENCE RUN SOUTH 59°26'44" EAST, 36.77 FEET; THENCE RUN SOUTH 84°37'08" EAST, 148.57 FEET; THENCE RUN NORTH 21°10'02" EAST, 58.01 FEET; THENCE RUN NORTH 05°54'52" WEST, 110.97 FEET; THENCE RUN NORTH 05°12'10" WEST, 68.01 FEET; THENCE RUN NORTH 20°46'24" WEST, 50.78 FEET; THENCE RUN NORTH 36°52'25" WEST, 77.36 FEET; THENCE RUN NORTH 72°01'37" WEST, 75.20 FEET; THENCE RUN SOUTH 72°01'00" WEST, 70.26 FEET; THENCE RUN NORTH 70°15'17" WEST, 94.68 FEET; THENCE RUN NORTH 21°25'30" WEST, 79.39 FEET; THENCE RUN NORTH 42°10'00" WEST, 46.88 FEET; THENCE RUN NORTH 63°46'12" WEST, 40.52 FEET; THENCE RUN SOUTH 66°51'02" WEST, 101.62 FEET; THENCE RUN SOUTH 67°27'58" WEST, 76.62 FEET; THENCE RUN SOUTH 74°29'58" WEST, 75.41 FEET; THENCE RUN SOUTH 86°17'59" WEST, 96.23 FEET; THENCE RUN NORTH 66°14'26" WEST, 74.62 FEET; THENCE RUN NORTH 81°39'46" WEST, 70.17 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN NORTH 00°04'24" EAST ALONG SAID WEST LINE, 209.87 FEET; THENCE RUN SOUTH 89°31'28" EAST, 1002.79 FEET; THENCE RUN SOUTH 00°45'56" EAST, 934.14 FEET; THENCE RUN SOUTH 54°36'05" EAST, 717.77 FEET; THENCE RUN SOUTH 00°37'48" EAST, 283.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 734,747.80 SQUARE FEET, 16.867 ACRES MORE OR LESS

SHEET 1 OF 4  
SEE SHEETS 2 THROUGH 4 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31-23-27 AS BEING S89°22'12"W (ASSUMED)

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1" = 200'

FIELD BY: JS

CALCULATED BY: JLR

DRAWN BY: JPC

CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

## SKETCH OF DESCRIPTION

SHEET 2 OF 4  
SEE SHEET 1 FOR DESCRIPTION

16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

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l: |data|20150149|sketch|20150149 - conserv_zanzibar_sk4
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- DENOTES CHANGE IN DIRECTION
- PC DENOTES POINT OF CURVATURE
- PT DENOTES POINT OF TANGENCY

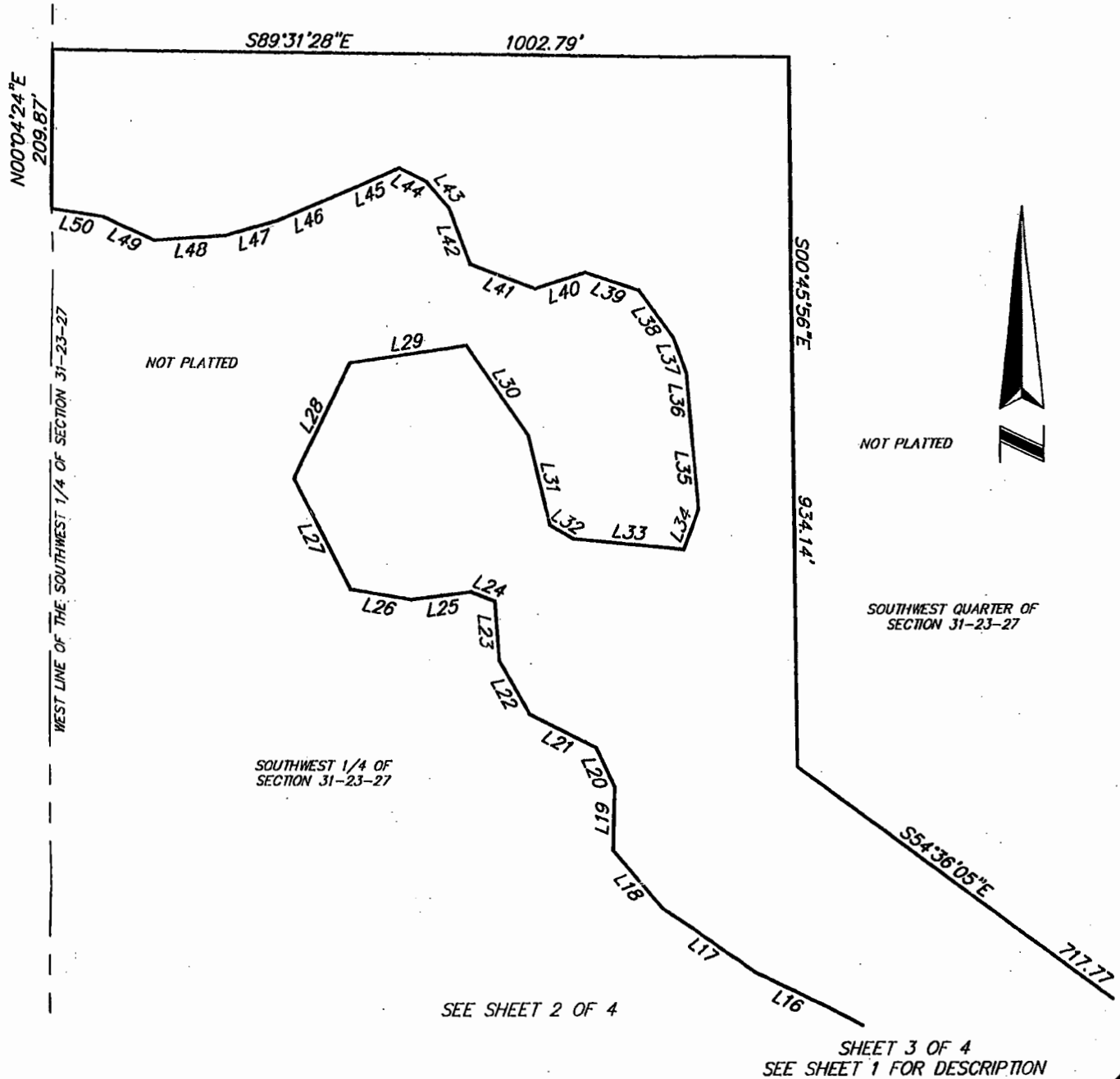
JOB NO. 20150149

DATE: 09/08/16

SCALE: 1' = 200'

DRAWN BY: JPC

# SKETCH OF DESCRIPTION



## LEGEND

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• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149  
DATE: 09/08/16  
SCALE: 1" = 200'  
DRAWN BY: JPC



16 EAST PLANT STREET  
Winter Garden, Florida 34787 • (407) 654-5355

# SKETCH OF DESCRIPTION

DOCPD FEB62017 7401402

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°22'12"W	16.09'
L2	N53°21'38"W	99.30'
L3	S58°20'19"W	135.48'
L4	S89°22'12"W	39.60'
L5	N56°57'20"E	208.29'
L6	N51°19'58"E	46.85'
L7	N60°05'16"E	33.40'
L8	N79°40'45"E	52.51'
L9	N85°52'44"E	65.42'
L10	S66°20'23"E	83.93'
L11	N11°36'04"E	15.16'
L12	N30°10'30"W	29.17'
L13	N63°08'40"W	113.94'
L14	N59°43'44"W	217.66'
L15	N62°50'12"W	104.17'
L16	N65°20'07"W	109.30'
L17	N57°09'45"W	156.90'
L18	N40°45'15"W	100.27'
L19	N01°18'44"E	83.37'
L20	N25°37'37"W	56.98'
L21	N63°17'36"W	99.47'
L22	N30°15'10"W	81.44'
L23	N04°23'50"W	79.13'
L24	N69°50'03"W	34.55'
L25	S82°54'57"W	82.37'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N80°53'47"W	83.75'
L27	N27°32'46"W	164.76'
L28	N26°11'59"E	169.50'
L29	N81°45'38"E	160.39'
L30	S35°42'56"E	145.17'
L31	S13°41'24"E	121.53'
L32	S59°26'44"E	36.77'
L33	S84°37'08"E	148.57'
L34	N21°10'02"E	58.01'
L35	N05°54'52"W	110.97'
L36	N05°12'10"W	68.01'
L37	N20°46'24"W	50.78'
L38	N36°52'25"W	77.36'
L39	N72°01'37"W	75.20'
L40	S72°01'00"W	70.26'
L41	N70°15'17"W	94.68'
L42	N21°25'30"W	79.39'
L43	N42°10'00"W	46.88'
L44	N63°46'12"W	40.52'
L45	S66°51'02"W	101.62'
L46	S67°27'58"W	76.62'
L47	S74°29'58"W	75.41'
L48	S86°17'59"W	96.23'
L49	N66°14'26"W	74.62'
L50	N81°39'46"W	70.17'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
C1	37°16'11"	65.05	100.00	N71°59'43"W	63.91
C2	68°18'04"	209.81	176.00	N87°30'39"W	197.60
C3	31°01'53"	81.24	150.00	S73°51'15"W	80.25

SHEET 4 OF 4  
SEE SHEET 1 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

THIS IS NOT A SURVEY

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JOB NO. 20150149  
DATE: 09/08/16  
SCALE: 1" = 200'  
DRAWN BY: JPC

Drawing name: I:\data\20150149\sketch\20150149 - Conserv Zanzibar SK4

AUG 22 2017

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

Project: Hawksmoor/Zanzibar Project Site  
(CAI-13-10-026 & CAI-16-06-025)

Parcel ID No.  
a portion of: 31-23-27-0000-00-012

**CONSERVATION AND ACCESS EASEMENT**

This CONSERVATION AND ACCESS EASEMENT is made this 2<sup>ND</sup> day  
of August, 2017 by Mattamy Orlando LLC, a Delaware limited liability company,  
whose address is 1900 Summit Tower Blvd., Suite 500, Orlando, Florida 32810 ("GRANTOR"),  
in favor of ORANGE COUNTY, a charter county and political subdivision of the State of  
Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

**WITNESSETH:**

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

**WHEREAS**, GRANTOR desires to construct Hawksmoor/Zanzibar Project Site at a site  
in Orange County, more particularly described in Exhibit "B" attached hereto and incorporated  
by this reference, (the "PROJECT SITE"), which is subject to the regulatory jurisdiction of  
Orange County; and

**WHEREAS**, Conservation Area Impact Permit Nos. CAI-13-10-026 and CAI-16-06-025  
(the collectively "PERMITS") authorizes certain activities that affect waters and wetlands of the  
County and the State of Florida; and

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

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

**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"). In exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, GRANTOR hereby voluntarily grants and conveys to GRANTEE a temporary access easement over the PROJECT SITE to the extent hereinafter set forth (the "ACCESS EASEMENT"). GRANTOR fully warrants title to the PROPERTY and to the PROJECT SITE, and will warrant and defend the same against the lawful claims of all persons whomsoever. Collectively, the CONSERVATION EASEMENT and the ACCESS EASEMENT are referred to as the "CONSERVATION AND ACCESS EASEMENT".

1. **Purpose.** 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 PERMITS, 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 PERMITS shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMITS.

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

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

3. **Reserved Rights in the PROPERTY.** GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are

not expressly prohibited herein and are not inconsistent with the PERMITS or the purpose of this CONSERVATION EASEMENT.

4. **Public Access.** No right or access by the general public to any portion of the PROPERTY or the PROJECT SITE is conveyed by this CONSERVATION AND ACCESS EASEMENT.

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

(a) **ACCESS EASEMENT.** To enter on, over and through the PROJECT SITE for the purpose of vehicular and pedestrian ingress and egress over and across such portions of the PROJECT SITE as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT. Upon recordation of a plat of any portion of the PROJECT SITE that provides to GRANTEE vehicular and pedestrian ingress and egress over and across such tracts of the PROJECT SITE by means of one or more access easement(s) or public rights-of-way 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, all other tracts, lots, and common areas of the PROJECT SITE shall be deemed released from the ACCESS EASEMENT, provided that GRANTEE retains access for the purposes stated herein to the CONSERVATION EASEMENT by a platted access easement or public road.

(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 PERMITS.



(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. **GRANTEE's Discretion.** 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. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the PROPERTY and PROJECT SITE. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY or PROJECT SITE.

8. **Acts Beyond GRANTOR's Control.** Nothing contained on this CONSERVATION AND ACCESS EASEMENT shall be construed to entitle GRANTEE to

Project: Hawksmoor/Zanzibar Project Site  
(CAI-13-10-026 & CAI-16-06-025)

bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

9. **Recordation.** GRANTOR shall record this CONSERVATION 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. **Successors.** 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 PROJECT SITE.

[SIGNATURES ON FOLLOWING PAGE]

Project: Hawksmoor/Zanzibar Project Site  
(CAI-13-10-026 & CAI-16-06-025)

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

Signed, sealed, and delivered  
in the presence of:

D. Rolon

Witness

DANA Rolon

Printed Name

[Signature]

Witness

Clark Sprinkel

Printed Name

Mattamy Orlando, LLC,  
a Delaware limited liability company

By: Mattamy Florida LLC,  
a Delaware limited liability company

Its: Asst. Vice Pres

BY:

[Signature]

Andrew Abel

Printed Name

Its:

Asst. Vice Pres.

Title

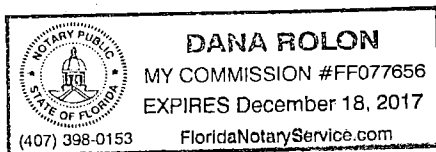
(Signature of **TWO** Witnesses required by Florida Law)

STATE OF Florida

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 of August,  
2017, by Andrew Abel, as AUP, on behalf of  
Mattamy Orlando, LLC, a Delaware limited liability company. He/She ☒ is personally known to  
me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Seal)



D. Rolon

Notary Signature

Dana Rolon

Printed Notary Name

Notary Public in and for the  
County and State aforesaid

My commission expires: 12-18-17

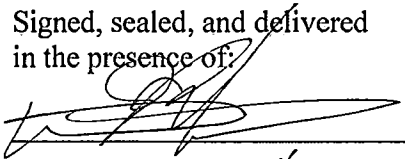
**JOINDER AND CONSENT TO CONSERVATION AND ACCESS EASEMENT**

The undersigned hereby certifies that it is the holder of the following mortgage, lien or other encumbrance upon the above described Conservation Easement:

Mortgage and Security Agreement executed by Mattamy Orlando LLC, a Delaware limited liability company, in favor of Zanzibar Properties, LLC, a Florida limited liability company, dated June 23, 2016 and recorded in Official Records Document No. 20160323849, together with that certain Collateral Assignment of Development Rights, Declarant's Rights, Licenses, Contracts, Permits and Warranties recorded June 23, 2016, in Official Records Document No. 20160323850, all of the Public Records of Orange County Florida

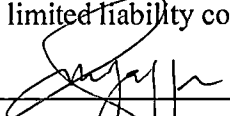
and that the undersigned hereby joins in and consents to the recording of the above Conservation Easement, and agrees that its mortgage, lien or other encumbrance, as it has been, and as it may be, modified, amended, and assigned from time to time, shall be subordinated to the Conservation Easement, as said easement may be modified, amended and assigned from time to time.

Signed, sealed, and delivered  
in the presence of:

  
Printed Name: William E. Bartley

  
Printed Name: Alecia Larscheid

Zanzibar Properties, LLC,  
a Florida limited liability company

BY:   
Name: Stephanie Satter

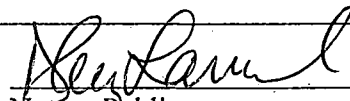
Title: Manager

STATE OF FLA.  
COUNTY OF SEMIWAT

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> of August, 2017, by Stephanie Satter, the Manager, of Zanzibar Properties, LLC, a Florida limited liability company, on behalf of said company. He/She ☒ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

(Notary Seal)



  
Notary Public  
Print Name: Alecia Larscheid  
My commission expires: 3-2-20

# LEGAL DESCRIPTION EXHIBIT "A"

## LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°22'12" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, 1243.67 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST 1/4 RUN NORTH 00°37'48" WEST, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLD YMCA ROAD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 00°37'48" WEST, 283.13 FEET; THENCE RUN NORTH 54°36'05" WEST, 717.77 FEET; THENCE RUN NORTH 00°45'56" WEST, 934.14 FEET; THENCE RUN NORTH 89°31'28" WEST, 1002.79 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN NORTH 00°04'24" EAST ALONG SAID WEST LINE OF THE SOUTHWEST 1/4, 952.00 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE RUN NORTH 89°46'28" EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4, 2145.63 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 63°24'38" WEST, 122.65 FEET; THENCE RUN SOUTH 40°13'23" WEST, 89.81 FEET; THENCE RUN SOUTH 25°55'11" EAST, 107.83 FEET; THENCE RUN SOUTH 64°13'11" EAST, 87.17 FEET; THENCE RUN SOUTH 75°26'28" EAST, 100.55 FEET; THENCE RUN SOUTH 14°07'50" WEST, 25.00 FEET; THENCE RUN SOUTH 75°26'28" EAST, 20.00 FEET; THENCE RUN NORTH 14°07'50" EAST, 25.00 FEET; THENCE RUN SOUTH 75°26'28" EAST, 84.14 FEET; THENCE RUN SOUTH 45°06'19" EAST, 118.91 FEET; THENCE RUN SOUTH 20°53'47" EAST, 90.68 FEET; THENCE RUN SOUTH 04°23'47" EAST, 113.81 FEET; THENCE RUN SOUTH 33°16'02" WEST, 126.13 FEET; THENCE RUN SOUTH 67°13'11" WEST, 116.35 FEET; THENCE RUN NORTH 89°21'48" WEST, 146.65 FEET; THENCE RUN NORTH 57°45'22" WEST, 169.61 FEET; THENCE RUN NORTH 43°00'39" WEST, 135.75 FEET; THENCE RUN NORTH 37°42'14" WEST, 205.38 FEET; THENCE RUN NORTH 54°00'08" WEST, 156.76 FEET; THENCE RUN NORTH 77°58'41" WEST, 53.25 FEET; THENCE RUN SOUTH 14°34'47" WEST, 77.42 FEET; THENCE RUN SOUTH 00°18'28" WEST, 74.06 FEET; THENCE RUN SOUTH 34°50'06" EAST, 115.80 FEET; THENCE RUN SOUTH 35°20'51" EAST, 70.20 FEET; THENCE RUN SOUTH 54°39'09" WEST, 25.00 FEET; THENCE RUN SOUTH 35°20'51" EAST, 20.00 FEET; THENCE RUN NORTH 54°39'09" EAST, 25.00 FEET; THENCE RUN SOUTH 35°20'51" EAST, 58.12 FEET; THENCE RUN SOUTH 17°06'57" EAST, 124.76 FEET; THENCE RUN SOUTH 17°26'50" EAST, 110.89 FEET; THENCE RUN SOUTH 25°03'20" WEST, 130.58 FEET; THENCE RUN SOUTH 20°30'56" WEST, 149.12 FEET; THENCE RUN SOUTH 26°47'25" WEST, 107.80 FEET; THENCE RUN SOUTH 09°25'05" WEST, 115.22 FEET; THENCE RUN SOUTH 22°08'57" WEST, 148.90 FEET; THENCE RUN SOUTH 72°34'22" WEST, 146.54 FEET; THENCE RUN SOUTH 67°47'43" WEST, 89.23 FEET; THENCE RUN NORTH 85°50'15" WEST, 132.52 FEET; THENCE RUN SOUTH 72°50'28" WEST, 68.46 FEET; THENCE RUN SOUTH 15°26'09" WEST, 31.00 FEET; THENCE RUN SOUTH 32°08'02" EAST, 55.80 FEET; THENCE RUN SOUTH 41°34'40" EAST, 115.40 FEET; THENCE RUN SOUTH 52°58'27" EAST, 60.80 FEET; THENCE RUN SOUTH 84°11'46" EAST, 114.95 FEET; THENCE RUN NORTH 48°24'59" EAST, 12.89 FEET; THENCE RUN SOUTH 41°35'01" EAST, 25.00 FEET; THENCE RUN NORTH 48°24'59" EAST, 20.00 FEET; THENCE RUN NORTH 41°35'01" WEST, 25.00 FEET; THENCE RUN NORTH 48°24'59" EAST, 43.14 FEET; THENCE RUN SOUTH 87°47'19" EAST, 110.23 FEET; THENCE RUN SOUTH 20°06'09" EAST, 57.14 FEET; THENCE RUN SOUTH 01°49'29" EAST, 82.66 FEET; THENCE RUN SOUTH 21°57'35" EAST, 39.99 FEET; THENCE RUN SOUTH 46°33'52" EAST, 31.01 FEET; THENCE RUN SOUTH 78°37'50" EAST, 140.39 FEET; THENCE RUN SOUTH 50°41'26" EAST, 109.17 FEET; THENCE RUN SOUTH 43°19'50" WEST, 25.06 FEET; THENCE RUN SOUTH 50°41'26" EAST, 5.91 FEET; THENCE RUN SOUTH 24°24'35" EAST, 15.24 FEET; THENCE RUN NORTH 43°19'50" EAST, 27.01 FEET; THENCE RUN SOUTH 24°24'35" EAST, 78.99 FEET; THENCE RUN SOUTH 13°24'31" EAST, 112.82 FEET; THENCE RUN SOUTH 24°27'32" EAST, 140.34 FEET; THENCE RUN SOUTH 21°15'31" EAST, 72.93 FEET; THENCE RUN SOUTH 10°47'45" WEST, 98.09 FEET; THENCE RUN SOUTH 54°21'56" WEST, 86.46 FEET; THENCE RUN SOUTH 81°09'59" WEST, 89.46 FEET; THENCE RUN SOUTH 89°50'16" WEST, 65.23 FEET; THENCE RUN SOUTH 72°30'25" WEST, 41.92 FEET; THENCE RUN SOUTH 51°24'48" WEST, 12.16 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF OLD YMCA ROAD; THENCE RUN SOUTH 89°22'12" WEST ALONG SAID NORTHERLY LINE, 85.58 FEET TO THE POINT OF BEGINNING

CONTINUED ON SHEET SHEET 2

SHEET 1 OF 7  
SEE SHEETS 3 THROUGH 7 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## SURVEYOR'S NOTES:

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk1

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31, 23-27 AS BEING S89°22'12"W (ASSUMED)

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1" = 200'

FIELD BY: JS

CALCULATED BY: JLR

DRAWN BY: JPC

CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

# LEGAL DESCRIPTION

## LESS AND EXCEPT

A TRACT OF LAND LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°22'12" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, 1243.67 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST 1/4 RUN NORTH 00°37'48" WEST, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLD YMCA ROAD; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 00°37'48" WEST, 283.13 FEET; THENCE RUN NORTH 54°36'05" WEST, 717.77 FEET; THENCE RUN NORTH 00°45'56" WEST, 934.14 FEET; THENCE RUN NORTH 89°31'28" WEST, 193.21 FEET; THENCE RUN NORTH 00°28'32" EAST, 256.87 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 77°58'47" WEST, 89.20 FEET; THENCE RUN NORTH 49°13'15" WEST, 87.97 FEET; THENCE RUN NORTH 37°31'33" WEST, 105.02 FEET; THENCE RUN NORTH 21°33'22" WEST, 147.33 FEET; THENCE RUN NORTH 03°16'48" EAST, 79.84 FEET; THENCE RUN NORTH 28°52'31" EAST, 73.02 FEET; THENCE RUN NORTH 49°20'58" EAST, 102.48 FEET; THENCE RUN NORTH 85°25'41" EAST, 106.89 FEET; THENCE RUN SOUTH 22°58'53" EAST, 47.75 FEET; THENCE RUN SOUTH 03°59'20" WEST, 65.22 FEET; THENCE RUN SOUTH 04°12'53" WEST, 105.95 FEET; THENCE RUN SOUTH 16°02'35" EAST, 97.36 FEET; THENCE RUN SOUTH 47°29'15" EAST, 130.17 FEET; THENCE RUN NORTH 30°17'51" EAST, 102.67 FEET; THENCE RUN NORTH 28°47'02" WEST, 69.72 FEET; THENCE RUN NORTH 15°49'28" WEST, 60.50 FEET; THENCE RUN NORTH 03°23'51" WEST, 60.82 FEET; THENCE RUN NORTH 28°13'46" EAST, 43.77 FEET; THENCE RUN NORTH 40°17'16" EAST, 90.68 FEET; THENCE RUN NORTH 74°09'26" EAST, 88.21 FEET; THENCE RUN NORTH 72°29'13" EAST, 47.00 FEET; THENCE RUN SOUTH 80°43'40" EAST, 36.11 FEET; THENCE RUN SOUTH 50°25'11" EAST, 27.60 FEET; THENCE RUN SOUTH 41°36'44" EAST, 80.59 FEET; THENCE RUN SOUTH 03°16'21" EAST, 82.44 FEET; THENCE RUN SOUTH 23°23'37" WEST, 67.48 FEET; THENCE RUN SOUTH 31°25'21" WEST, 100.96 FEET; THENCE RUN SOUTH 06°50'15" WEST, 106.73 FEET; THENCE RUN SOUTH 20°29'13" WEST, 66.92 FEET; THENCE RUN SOUTH 64°52'42" WEST, 66.86 FEET; THENCE RUN NORTH 82°12'19" WEST, 99.95 FEET; THENCE RUN SOUTH 74°16'59" WEST, 133.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,485,253.31 SQUARE FEET, 57.054 ACRES MORE OR LESS

SHEET 2 OF 7  
SEE SHEETS 3 THROUGH 7 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

THIS IS NOT A SURVEY

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk1

• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149

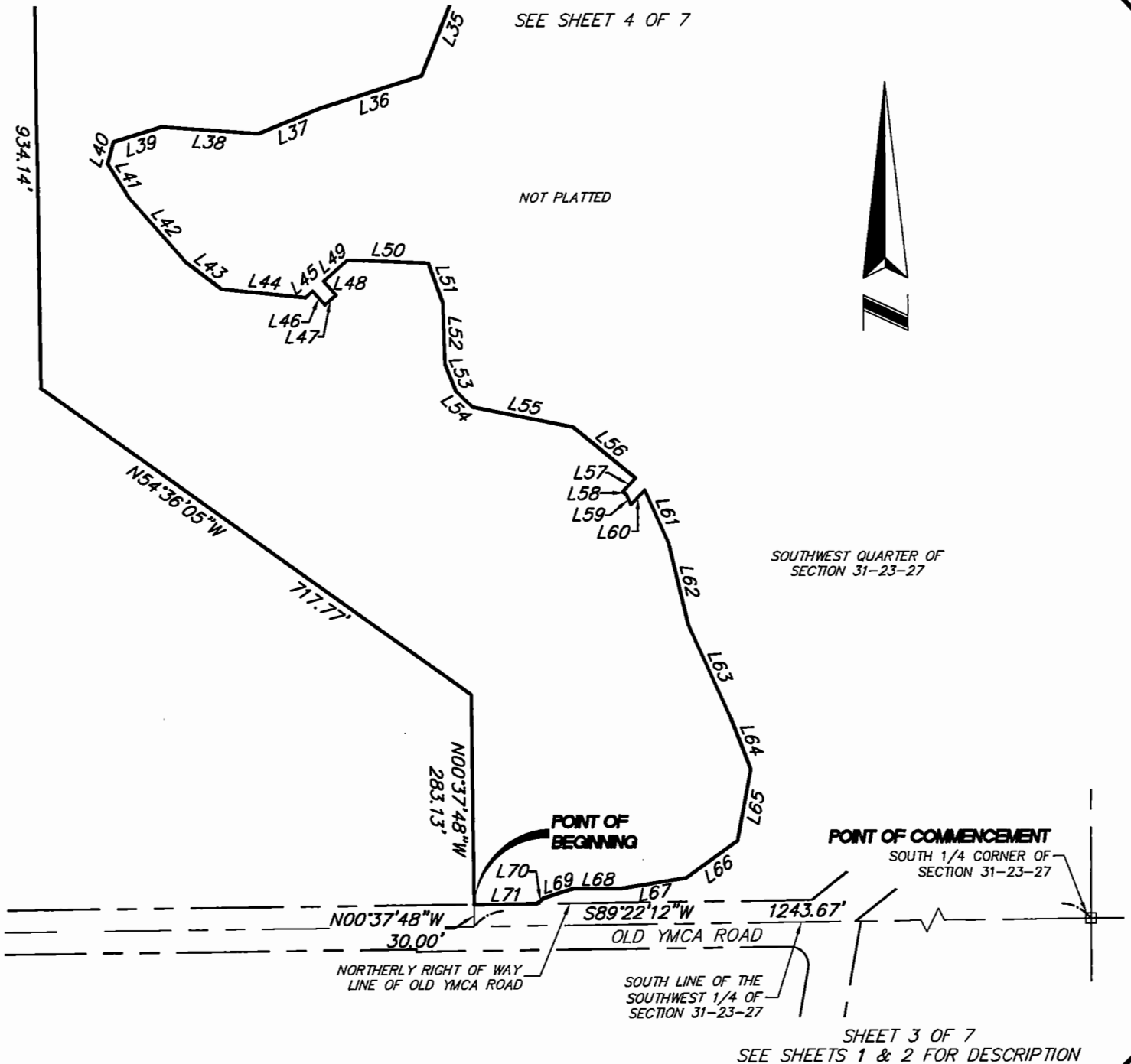
DATE: 09/08/16

SCALE: 1" = 200'

DRAWN BY: JPC

# SKETCH OF DESCRIPTION

DCEPD FEB62017PM3:412



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## LEGEND

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk1

• DENOTES CHANGE IN DIRECTION

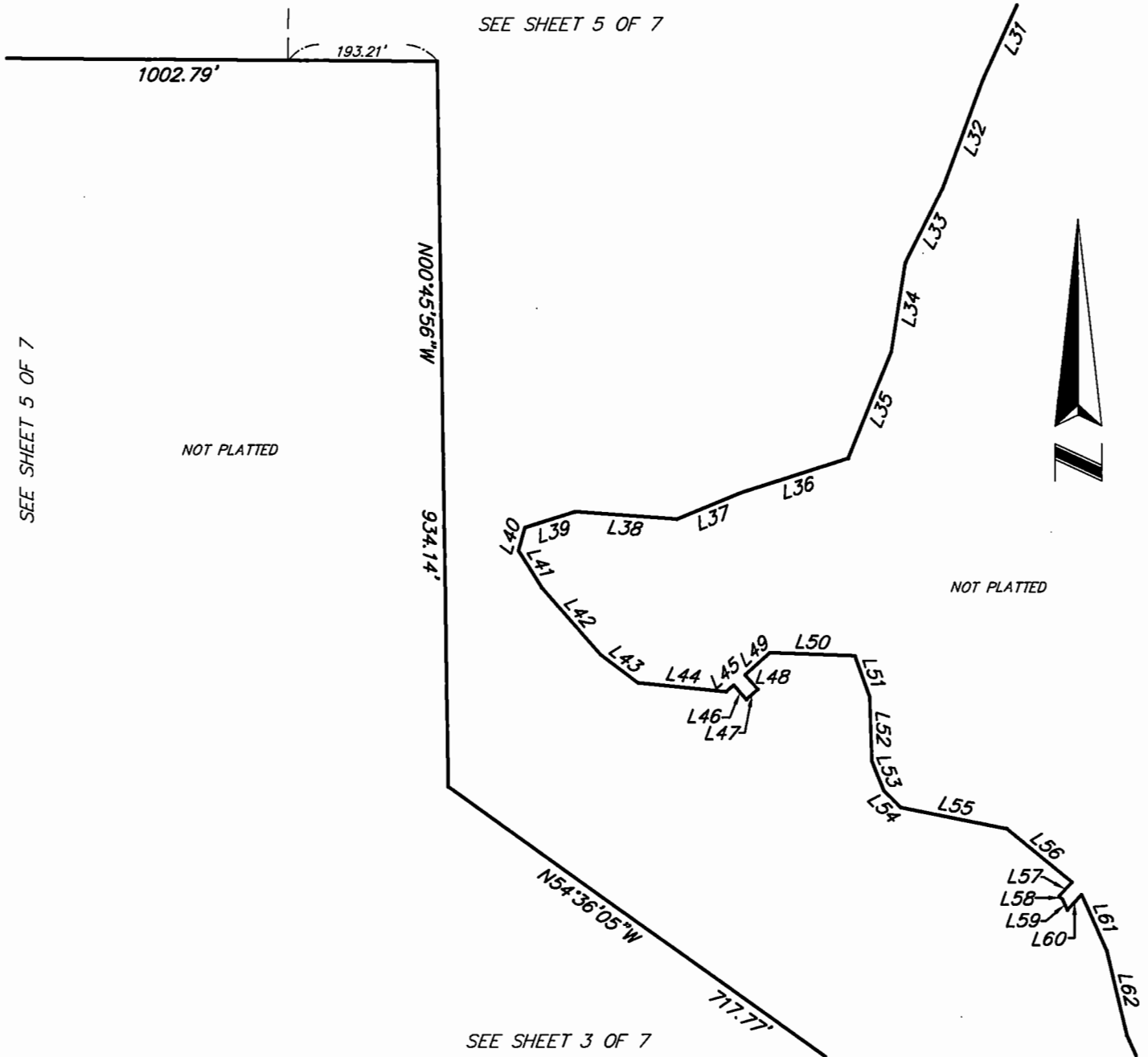
JOB NO. 20150149

DATE: 09/08/16

SCALE: 1' = 200'

DRAWN BY: JPC

# SKETCH OF DESCRIPTION



SHEET 4 OF 7  
SEE SHEETS 1 & 2 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## LEGEND

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• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149

DATE: 09/08/16

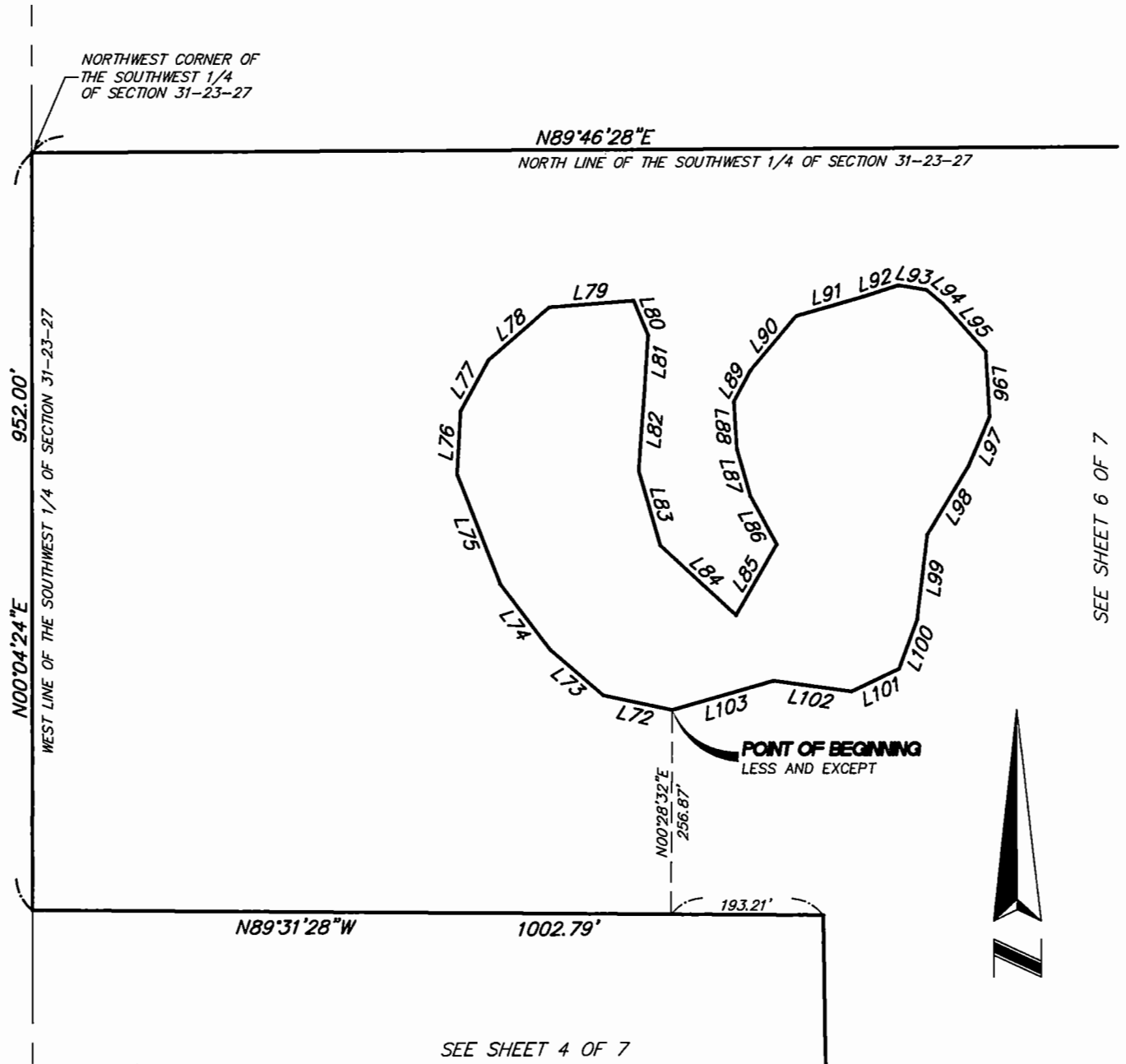
SCALE: 1' = 200'

DRAWN BY: JPC



# SKETCH OF DESCRIPTION

DCEPD FEB62017PM3:412



SHEET 5 OF 7  
SEE SHEETS 1 & 2 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## LEGEND

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk1

• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149

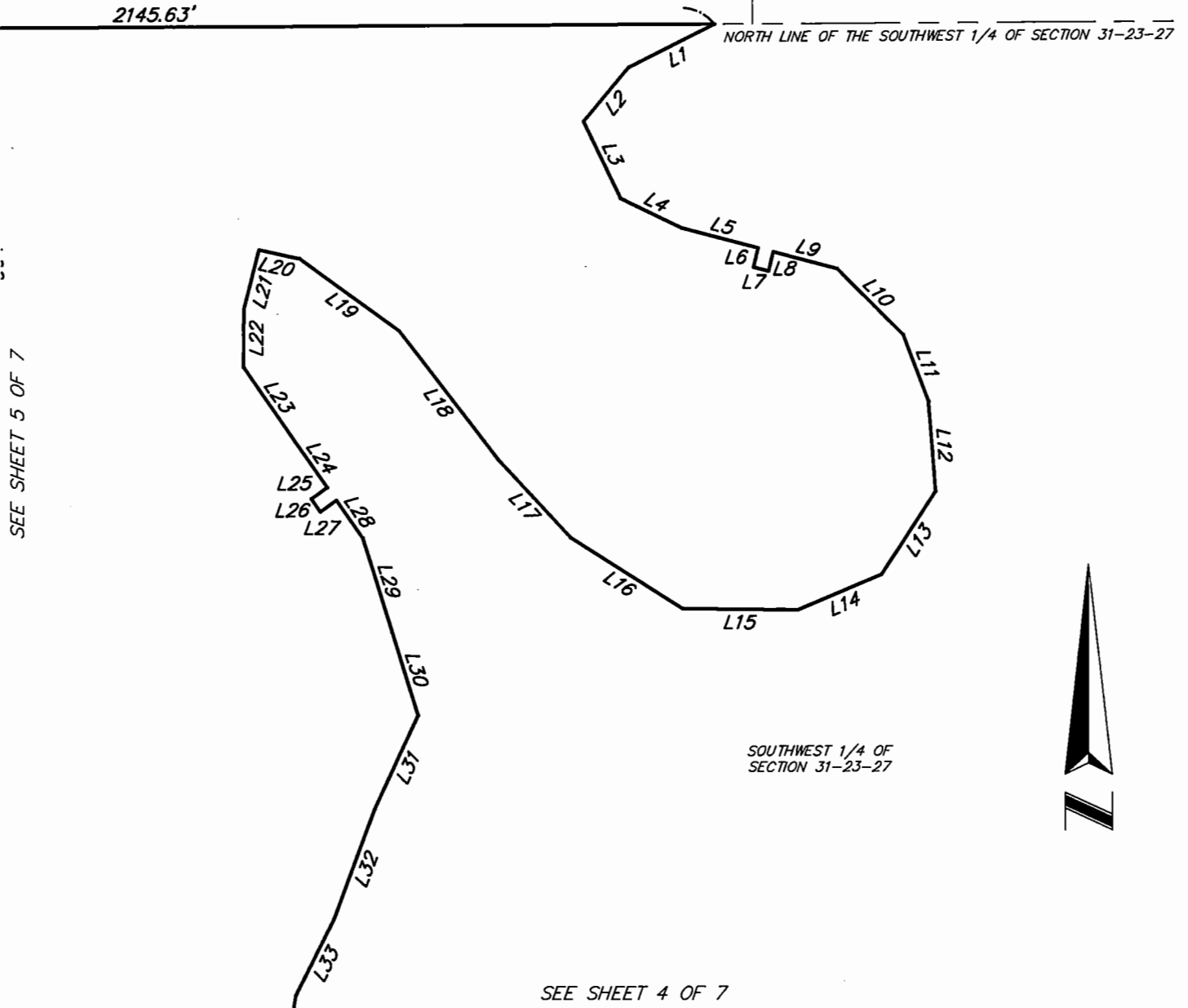
DATE: 09/08/16

SCALE: 1" = 200'

DRAWN BY: JPC

# SKETCH OF DESCRIPTION

OCEPD FEB62017PM3:412



SHEET 6 OF 7  
SEE SHEETS 1 & 2 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## LEGEND

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk1

• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1' = 200'

DRAWN BY: JPC

# SKETCH OF DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°24'38"W	122.65'
L2	S40°13'23"W	89.81'
L3	S25°55'11"E	107.83'
L4	S64°13'11"E	87.17'
L5	S75°26'28"E	100.55'
L6	S14°07'50"W	25.00'
L7	S75°26'28"E	20.00'
L8	N14°07'50"E	25.00'
L9	S75°26'28"E	84.14'
L10	S45°06'19"E	118.91'
L11	S20°53'47"E	90.68'
L12	S04°23'47"E	113.81'
L13	S33°16'02"W	126.13'
L14	S67°13'11"W	116.35'
L15	N89°21'48"W	146.65'
L16	N57°45'22"W	169.61'
L17	N43°00'39"W	135.75'
L18	N37°42'14"W	205.38'
L19	N54°00'08"W	156.76'
L20	N77°58'41"W	53.25'
L21	S14°34'47"W	77.42'
L22	S00°18'28"W	74.06'
L23	S34°50'06"E	115.80'
L24	S35°20'51"E	70.20'
L25	S54°39'09"W	25.00'
L26	S35°20'51"E	20.00'
L27	N54°39'09"E	25.00'
L28	S35°20'51"E	58.12'
L29	S17°06'57"E	124.76'
L30	S17°26'50"E	110.89'
L31	S25°03'20"W	130.58'
L32	S20°30'56"W	149.12'
L33	S26°47'25"W	107.80'
L34	S09°25'05"W	115.22'
L35	S22°08'57"W	148.90'
L36	S72°34'22"W	146.54'
L37	S67°47'43"W	89.23'
L38	N85°50'15"W	132.52'
L39	S72°50'28"W	68.46'

LINE TABLE		
LINE	BEARING	LENGTH
L40	S15°26'09"W	31.00'
L41	S32°08'02"E	55.80'
L42	S41°34'40"E	115.40'
L43	S52°58'27"E	60.80'
L44	S84°11'46"E	114.95'
L45	N48°24'59"E	12.89'
L46	S41°35'01"E	25.00'
L47	N48°24'59"E	20.00'
L48	N41°35'01"W	25.00'
L49	N48°24'59"E	43.14'
L50	S87°47'19"E	110.23'
L51	S20°06'09"E	57.14'
L52	S01°49'29"E	82.66'
L53	S21°57'35"E	39.99'
L54	S46°33'52"E	31.01'
L55	S78°37'50"E	140.39'
L56	S50°41'26"E	109.17'
L57	S43°19'50"W	25.06'
L58	S50°41'26"E	5.91'
L59	S24°24'35"E	15.24'
L60	N43°19'50"E	27.01'
L61	S24°24'35"E	78.99'
L62	S13°24'31"E	112.82'
L63	S24°27'32"E	140.34'
L64	S21°15'31"E	72.93'
L65	S10°47'45"W	98.09'
L66	S54°21'56"W	86.46'
L67	S81°09'59"W	89.46'
L68	S89°50'16"W	65.23'
L69	S72°30'25"W	41.92'
L70	S51°24'48"W	12.16'
L71	S89°22'12"W	85.58'
L72	N77°58'47"W	89.20'
L73	N49°13'15"W	87.97'
L74	N37°31'33"W	105.02'
L75	N21°33'22"W	147.33'
L76	N03°16'48"E	79.84'
L77	N28°52'31"E	73.02'
L78	N49°20'58"E	102.48'

LINE TABLE		
LINE	BEARING	LENGTH
L79	N85°25'41"E	106.89'
L80	S22°58'53"E	47.75'
L81	S03°59'20"W	65.22'
L82	S04°12'53"W	105.95'
L83	S16°02'35"E	97.36'
L84	S47°29'15"E	130.17'
L85	N30°17'51"E	102.67'
L86	N28°47'02"W	69.72'
L87	N15°49'28"W	60.50'
L88	N03°23'51"W	60.82'
L89	N28°13'46"E	43.77'
L90	N40°17'16"E	90.68'
L91	N74°09'26"E	88.21'
L92	N72°29'13"E	47.00'
L93	S80°43'40"E	36.11'
L94	S50°25'11"E	27.60'
L95	S41°36'44"E	80.59'
L96	S03°16'21"E	82.44'
L97	S23°23'37"W	67.48'
L98	S31°25'21"W	100.96'
L99	S06°50'15"W	106.73'
L100	S20°29'13"W	66.92'
L101	S64°52'42"W	66.86'
L102	N82°12'19"W	99.95'
L103	S74°16'59"W	133.51'

SHEET 7 OF 7  
SEE SHEETS 1 & 2 FOR DESCRIPTION



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## LEGEND

• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1" = 200'

DRAWN BY: JPC

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk1

# LEGAL DESCRIPTION

00CEPD FEB62017PM3:39Z

## LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°22'12" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, 597.61 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'48" WEST, 561.04 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 87°04'28" WEST, 200.02 FEET; THENCE RUN NORTH 58°42'53" WEST, 94.00 FEET; THENCE RUN NORTH 43°37'36" WEST, 65.77 FEET; THENCE RUN NORTH 43°19'50" EAST, 21.09 FEET; THENCE RUN NORTH 47°01'59" WEST, 20.00 FEET; THENCE RUN SOUTH 43°19'50" WEST, 19.90 FEET; THENCE RUN NORTH 43°37'36" WEST, 82.50 FEET; THENCE RUN NORTH 17°14'34" WEST, 136.13 FEET; THENCE RUN NORTH 11°28'31" EAST, 96.52 FEET; THENCE RUN NORTH 41°07'06" EAST, 115.82 FEET; THENCE RUN NORTH 60°22'00" EAST, 130.50 FEET; THENCE RUN NORTH 68°44'27" EAST, 185.32 FEET; THENCE RUN SOUTH 88°55'56" EAST, 130.71 FEET; THENCE RUN NORTH 59°40'46" EAST, 27.29 FEET; THENCE RUN NORTH 06°28'26" WEST, 97.95 FEET; THENCE RUN NORTH 08°44'21" EAST, 77.87 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 15°48'14", A RADIUS OF 1333.15 FEET, AN ARC LENGTH OF 367.72 FEET, A CHORD BEARING OF NORTH 65°50'49" EAST AND A CHORD DISTANCE OF 366.56 FEET; THENCE RUN SOUTH 69°09'48" EAST, 34.82 FEET; THENCE RUN SOUTH 36°27'51" EAST, 142.40 FEET; THENCE RUN SOUTH 00°59'37" EAST, 170.61 FEET; THENCE RUN SOUTH 30°05'43" WEST, 102.51 FEET; THENCE RUN SOUTH 38°18'56" WEST, 144.63 FEET; THENCE RUN SOUTH 24°59'01" WEST, 81.11 FEET; THENCE RUN SOUTH 08°41'16" WEST, 144.78 FEET; THENCE RUN SOUTH 28°25'05" WEST, 79.10 FEET; THENCE RUN SOUTH 55°48'28" WEST, 163.28 FEET; THENCE RUN SOUTH 65°11'02" WEST, 130.92 FEET; THENCE RUN SOUTH 67°22'21" WEST, 71.34 FEET TO THE POINT OF BEGINNING

CONTAINING 541,799.9 SQUARE FEET, 12.438 ACRES MORE OR LESS.

SHEET 1 OF 3  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## SURVEYOR'S NOTES:

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk2

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31-23-27 AS BEING S89°22'12"W (ASSUMED)

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1" = 200'

FIELD BY: JS

CALCULATED BY: JLR

DRAWN BY: JPC

CHECKED BY: JLR

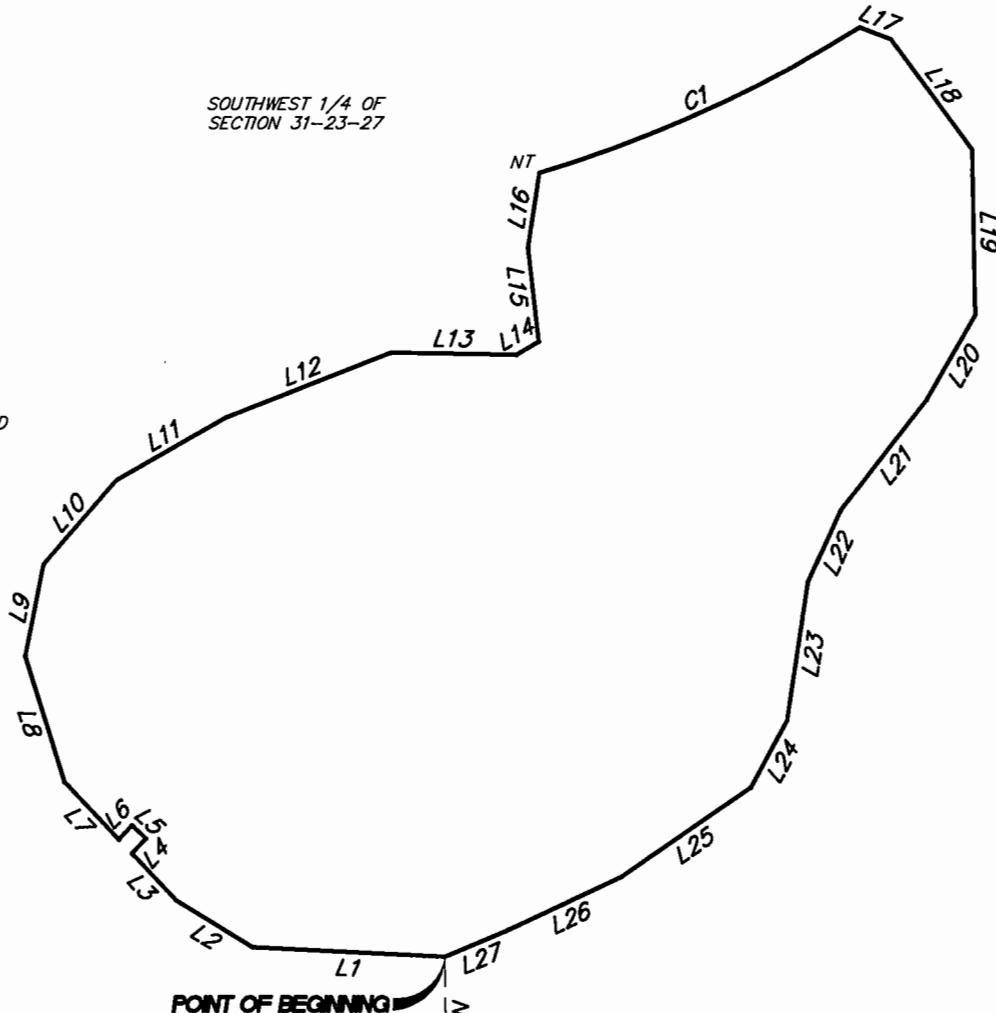
FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

# SKETCH OF DESCRIPTION

SOUTHWEST 1/4 OF  
SECTION 31-23-27

NOT PLATTED



DEPD FEB62017FW8:392

EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 31-23-27

**POINT OF COMMENCEMENT**

SOUTH 1/4 CORNER OF  
SECTION 31-23-27

S89°22'12\"W 597.61'

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31-23-27

SHEET 2 OF 3  
SEE SHEET 1 FOR DESCRIPTION

## LEGEND

- DENOTES CHANGE IN DIRECTION
- NT DENOTES NON TANGENT

I:\data\20150149\sketch\20150149 - conserv\_mattamy\_sk2



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1' = 200'

DRAWN BY: JPC

# SKETCH OF DESCRIPTION

20150149 - conserv\_mattamy\_sk2

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°04'28"W	200.02'
L2	N58°42'53"W	94.00'
L3	N43°37'36"W	65.77'
L4	N43°19'50"E	21.09'
L5	N47°01'59"W	20.00'
L6	S43°19'50"W	19.90'
L7	N43°37'36"W	82.50'
L8	N17°14'34"W	136.13'
L9	N11°28'31"E	96.52'
L10	N41°07'06"E	115.82'
L11	N60°22'00"E	130.50'
L12	N68°44'27"E	185.32'
L13	S88°55'56"E	130.71'
L14	N59°40'46"E	27.29'
L15	N06°28'26"W	97.95'
L16	N08°44'21"E	77.87'
L17	S69°09'48"E	34.82'
L18	S36°27'51"E	142.40'
L19	S00°59'37"E	170.61'
L20	S30°05'43"W	102.51'
L21	S38°18'56"W	144.63'
L22	S24°59'01"W	81.11'
L23	S08°41'16"W	144.78'
L24	S28°25'05"W	79.10'
L25	S55°48'28"W	163.28'
L26	S65°11'02"W	130.92'
L27	S67°22'21"W	71.34'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
C1	15°48'14"	367.72	1333.15	N65°50'49"E	366.56

SHEET 3 OF 3  
SEE SHEET 1 FOR DESCRIPTION  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* ( 407 ) 654-5355

THIS IS NOT A SURVEY

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk2

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1" = 200'

DRAWN BY: JPC

# LEGAL DESCRIPTION

OCEPD FEB62017PM3:402

## LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE RUN SOUTH 89°46'28" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 661.54 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE RUN NORTH 00°11'46" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, 10.92 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°11'46" EAST ALONG SAID WEST LINE, 648.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE RUN NORTH 89°47'09" EAST ALONG SAID NORTH LINE, 661.64 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE RUN SOUTH 00°12'18" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER, 16.48 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 46°26'58" WEST, 151.37 FEET; THENCE RUN SOUTH 50°14'22" WEST, 114.39 FEET; THENCE RUN SOUTH 21°22'22" WEST, 123.23 FEET; THENCE RUN SOUTH 44°56'20" WEST, 113.51 FEET; THENCE RUN SOUTH 57°43'16" WEST, 128.37 FEET; THENCE RUN SOUTH 50°00'21" WEST, 118.13 FEET; THENCE RUN SOUTH 31°13'52" WEST, 131.88 FEET; THENCE RUN SOUTH 86°03'19" WEST, 73.84 FEET TO THE POINT OF BEGINNING

CONTAINING 237,997.40 SQUARE FEET, 5.463 ACRES MORE OR LESS

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

## SURVEYOR'S NOTES:

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk3

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 31-23-27 AS BEING S89°46'28"W (ASSUMED)

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1" = 200'

FIELD BY: JS

CALCULATED BY: JLR

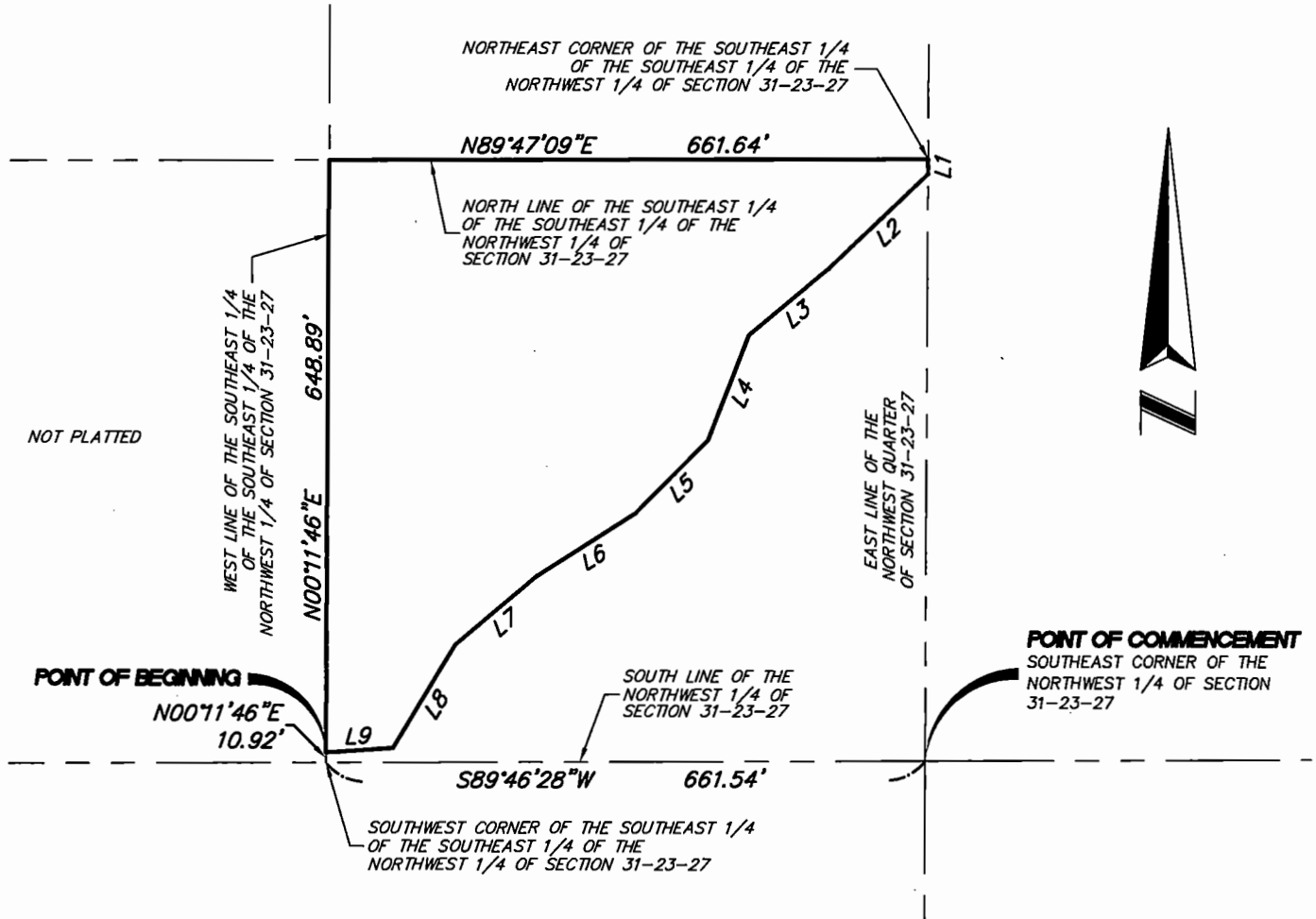
DRAWN BY: JPC

CHECKED BY: JLR

FOR THE LICENSED BUSINESS #5723 BY:

JAMES L. RICKMAN, P.S.M. #5633

# SKETCH OF DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°12'18"W	16.48'
L2	S46°26'58"W	151.37'
L3	S50°14'22"W	114.39'
L4	S21°22'22"W	123.23'
L5	S44°56'20"W	113.51'
L6	S57°43'16"W	128.37'
L7	S50°00'21"W	118.13'
L8	S31°13'52"W	131.88'
L9	S86°03'19"W	73.84'

SHEET 2 OF 2  
SEE SHEET 1 FOR DESCRIPTION

## LEGEND

I: \data\20150149\sketch\20150149 - conserv\_mattamy\_sk3

• DENOTES CHANGE IN DIRECTION

JOB NO. 20150149

DATE: 09/08/16

SCALE: 1' = 200'

DRAWN BY: JPC



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355



## **EXHIBIT "B"**

**THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTHWESTERLY OF THE RIGHT-OF-WAY DESCRIBED IN THAT CERTAIN STIPULATED ORDER OF TAKING RECORDED FEBRUARY 10, 2004 IN BOOK 7300, PAGE 1028, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND THE SOUTH 1/2 LYING NORTH OF ROAD (OLD YMCA ROAD) OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ALL IN ORANGE COUNTY, FLORIDA.**

**LESS AND EXCEPT:**

**A PORTION OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE N00°04'24"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLD YMCA ROAD PER DEED BOOK 623, PAGE 348 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF OLD YMCA ROAD, CONTINUE N00°04'24"E ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, A DISTANCE OF 1658.93 FEET; THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, RUN S89°31'28"E A DISTANCE OF 1002.79 FEET; THENCE S00°45'56"E A DISTANCE OF 934.14 FEET; THENCE S54°36'05"E A DISTANCE OF 717.77 FEET; THENCE S00°37'48"E A DISTANCE OF 283.13 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF OLD YMCA ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF OLD YMCA ROAD, RUN S89°22'12"W A DISTANCE OF 1605.65 FEET TO THE POINT OF BEGINNING.**

**THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 209.413 ACRES, MORE OR LESS.**