





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 16

DATE: October 30, 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 AND ACCESS EASEMENT FROM
CALATLANTIC GROUP, INC. TO ORANGE COUNTY AND
AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Econ Trails Townhomes Project # CAI-16-04-015

District 3

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

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 1.924 acres

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

REMARKS:

Conservation Area Impact Permit No. CAI-16-04-015 (the "Permit") issued by the Orange County Environmental Protection Division requires this Conservation and Access Easement on a portion of the land being developed. Except as otherwise authorized or required by the Permit, this Conservation and Access Easement will preserve the conservation easement areas therein in their natural condition and prevent any use that will impair or interfere with the environmental value of the conservation easement areas therein. Those wetland and upland areas included in the conservation easement areas that are to be preserved pursuant to the Permit shall be retained and maintained in such condition.

Access to the conservation easement areas in the Conservation and Access Easement is over the Grantor's parent tract (the "Project Site") from North Econlockhatchee Trail. However, upon platting of any portion of the Project Site, all platted residential lots and common area tracts shown on such plat shall be released from the access easement established in the Conservation and Access Easement, provided that County retains access to the conservation easement areas therein by a platted access easement or public road.

Grantor to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 14 2017

This instrument prepared by and
after recording return to:

Christopher P. Roper, Esq.
Akerman LLP
420 South Orange Avenue
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

Project: Econ Trails Townhomes Project # CAI-16-04-015

Parcel Id. Nos.: 30-22-31-0000-00-042; 043; and 049

CONSERVATION AND ACCESS EASEMENT

THIS CONSERVATION AND ACCESS EASEMENT is made this 5 day of October, 2017, by CALATLANTIC GROUP, INC., a Delaware corporation, whose principal place of business is 15360 Barranca Parkway, Irvine, California 92618 ("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 the Econ Trails Townhomes Project being a residential townhome community on certain real property more particularly described in Exhibit "B" attached hereto and incorporated by this reference (the "PROJECT"). The PROJECT, which includes the PROPERTY, is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. CAI-16-04-015 (the "PERMIT") authorizes certain activities that affect waters and wetlands of Orange County and the State of Florida; and

WHEREAS, the PERMIT 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 PERMIT, 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), 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 is hereby acknowledged by the parties, GRANTOR hereby voluntarily grants and conveys to GRANTEE an access easement in perpetuity over a portion of the PROJECT to the extent hereinafter set forth (the "ACCESS EASEMENT"). GRANTOR fully warrants title to said PROPERTY 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 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. **Prohibited Uses.** 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.

- (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 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 AND ACCESS EASEMENT.

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

- (a) **ACCESS EASEMENT.** To enter on, over and through the PROJECT for the purpose of vehicular and pedestrian ingress and egress over and across the Project to the extent 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 platting all or a portion of the PROJECT, all residential platted lots and common area tracts shown on such plat shall be deemed released from the ACCESS EASEMENT without the necessity of GRANTOR obtaining any release from GRANTEE, provided that GRANTEE retains access 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 **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. **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 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, save and except for any liability for injury or damage to person or property caused by the acts, omissions or negligence of the GRANTEE or its agents. 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, save and except for any liability for injury or damage to person or property caused by the acts, omissions or negligence of the GRANTEE or its agents. Nothing contained herein shall constitute a waiver of GRANTEE's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. **Acts Beyond GRANTOR's Control.** 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. **Recordation.** GRANTOR shall record this CONSERVATION AND ACCESS EASEMENT in timely fashion in the Official 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.

[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:

CALATLANTIC GROUP, INC., a Delaware
corporation

[Signature]
Witness

Steven M. Royster
Print Name

[Signature]
Witness

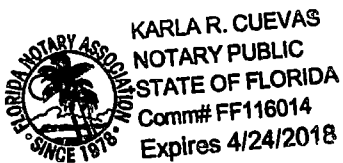
Jason Sankes
Print Name

By: [Signature]
Name: Richard Rose
Title: VP of Land

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of October 2017,
by Richard Rose, as VP of Land of
CALATLANTIC GROUP, INC., a Delaware corporation, on behalf of the corporation. Said person
(check one) ☒ is personally known to me or ☐ produced
as identification.



[Signature]
Print Name: Karla R. Cuevas
Notary Public, State of Florida
Commission No.: FF116014
My Commission Expires: 4.24.2018

EXHIBIT "A"

(the Property)

EXHIBIT "A"

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

CONSERVATION EASEMENT "A"

LOCATED IN SECTION 30, TOWNSHIP 22 SOUTH
RANGE 31 EAST, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N 00°24'19" W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1507.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG SAID SOUTH LINE RUN N 89°10'09" E, A DISTANCE OF 776.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE RUN N 89°10'09" E, A DISTANCE OF 417.32 FEET; THENCE DEPARTING SAID LINE RUN N 45°44'31" W, A DISTANCE OF 76.66 FEET; THENCE RUN S 89°15'29" W, A DISTANCE OF 29.28 FEET; THENCE RUN N 44°21'01" W, A DISTANCE OF 11.28 FEET; THENCE RUN N 25°48'54" W, A DISTANCE OF 97.30 FEET; THENCE RUN N 15°59'46" W, A DISTANCE OF 26.48 FEET; THENCE RUN S 74°00'14" W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET, AN INCLUDED ANGLE OF 78°35'05", A CHORD BEARING OF S 49°52'32" W AND A CHORD DISTANCE OF 126.66 FEET, RUN 137.16 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 89°10'12" W, A DISTANCE OF 131.83 FEET; THENCE RUN S 00°49'51" E, A DISTANCE OF 82.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.878 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING N00°24'19"W, AN ASSUMED BEARING.
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

02/28/2017-REVISED
02/21/2017-REVISED

01/13/2017
SHEET 1 OF 2

PROJECT:14056

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.


DAVID M. McDERMOTT
FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

**Associated Land Surveying
& Mapping, Inc.**

101 WYMORE ROAD, SUITE 111, ALTAMONTE SPRINGS, FLORIDA 32714
PH (407) 869-5002, FAX (407) 869-8393

CERTIFICATE OF AUTHORIZATION # LB 6767

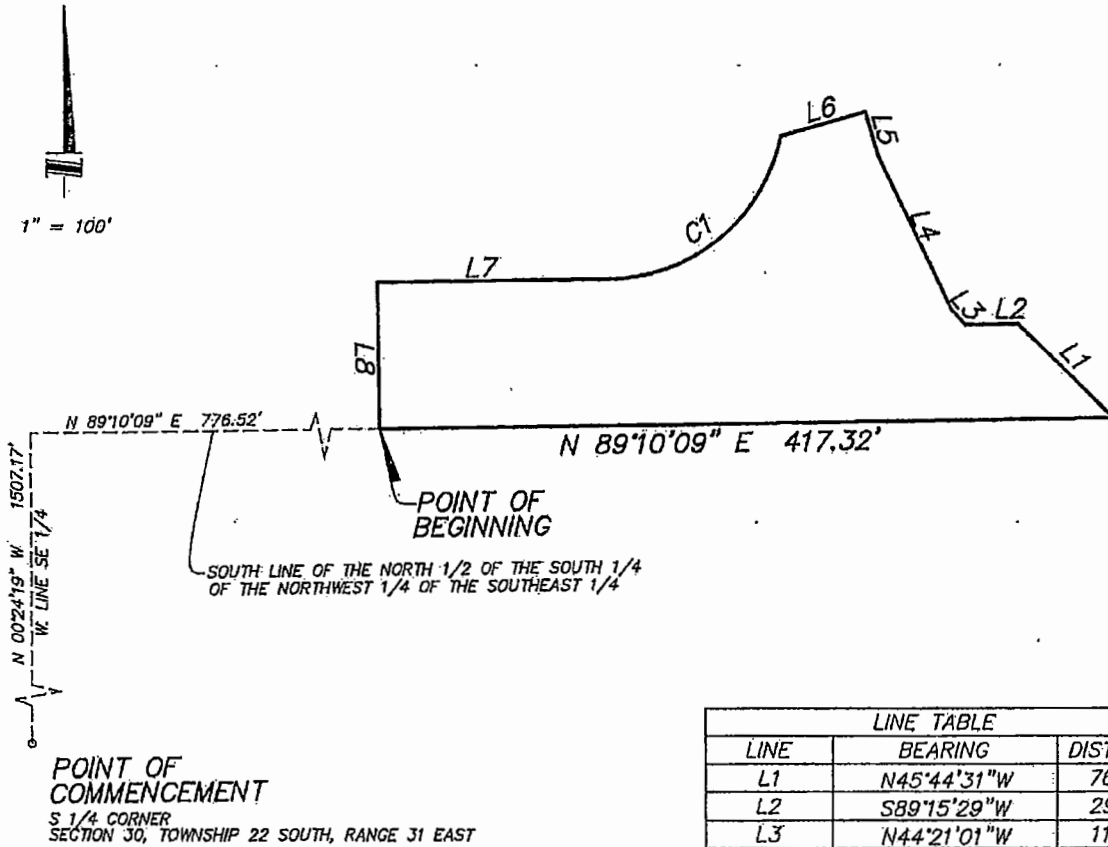
EXHIBIT "A"

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

CONSERVATION EASEMENT "A"

LOCATED IN SECTION 30, TOWNSHIP 22 SOUTH
RANGE 31 EAST, ORANGE COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°44'31"W	76.66
L2	S89°15'29"W	29.28
L3	N44°21'01"W	11.28
L4	N25°48'54"W	97.30
L5	N15°59'46"W	26.48
L6	S74°00'14"W	50.00
L7	S89°10'12"W	131.83
L8	S00°49'51"E	82.98

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	137.16	100.00	78°35'05"	S49°52'32"W	126.66

02/28/2017--REVISED
02/21/2017--REVISED

01/13/2017
SHEET 2 OF 2

PROJECT: 14056

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& Mapping, Inc.**

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PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

EXHIBIT "A"

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

CONSERVATION EASEMENT "B"

LOCATED IN SECTION 30, TOWNSHIP 22 SOUTH
RANGE 31 EAST, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N 00°24'19" W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1507.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG SAID SOUTH LINE RUN N 89°10'09" E, A DISTANCE OF 1344.06 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30 RUN N 00°14'15" W, A DISTANCE OF 459.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE N 00°14'15" W, A DISTANCE OF 382.64 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30 RUN S 88°58'26" W, A DISTANCE OF 198.89 FEET; THENCE DEPARTING SAID NORTH LINE RUN S 00°12'54" E, A DISTANCE OF 45.91 FEET; THENCE RUN S 45°44'31" E, A DISTANCE OF 42.83 FEET; THENCE RUN S 66°03'19" E, A DISTANCE OF 3.38 FEET; THENCE RUN S 17°31'54" E, A DISTANCE OF 140.83 FEET; THENCE RUN S 32°07'13" E, A DISTANCE OF 26.58 FEET; THENCE RUN S 08°03'20" E, A DISTANCE OF 34.86 FEET; THENCE RUN S 60°25'41" E, A DISTANCE OF 48.90 FEET; THENCE RUN S 35°52'41" E, A DISTANCE OF 106.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.046 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING N00°24'19"W, AN ASSUMED BEARING.
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

PROJECT: 14056

01/13/2017
SHEET 1 OF 2

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. McDERMOTT

FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

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PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

EXHIBIT "A"

SKETCH AND DESCRIPTION

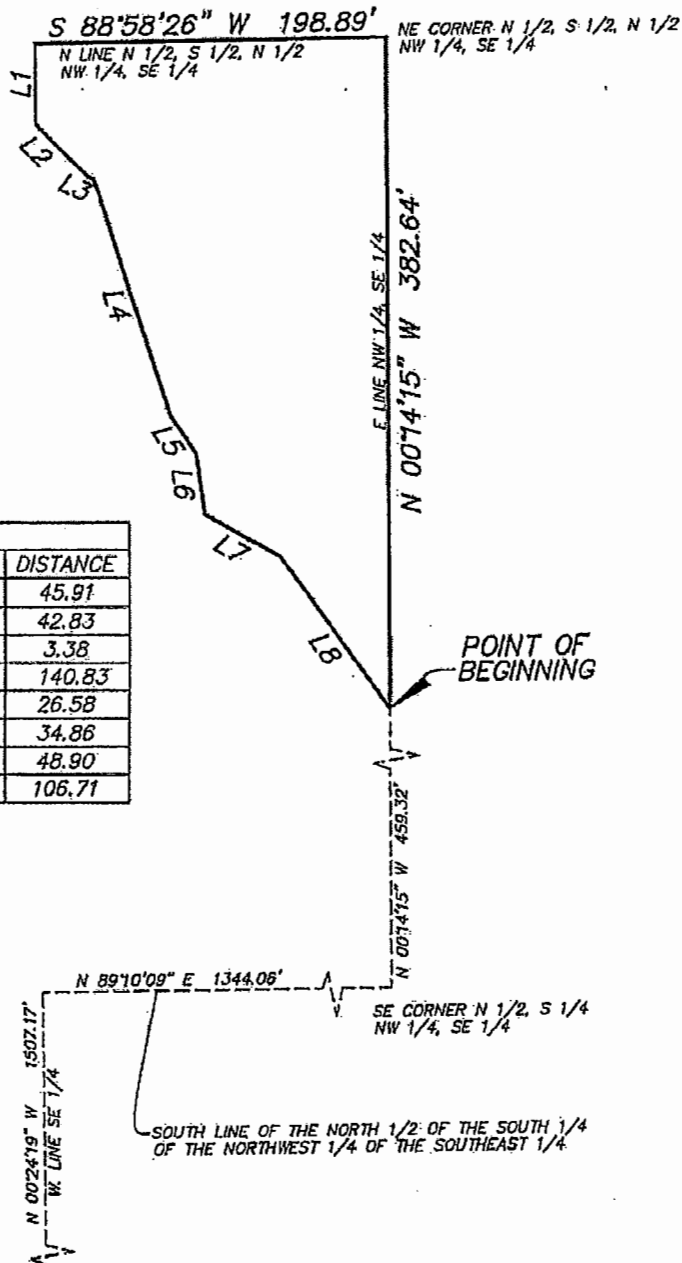
(THIS IS NOT A SURVEY)

CONSERVATION EASEMENT "B"

LOCATED IN SECTION 30, TOWNSHIP 22 SOUTH
RANGE 31 EAST, ORANGE COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°12'54"E	45.91
L2	S45°44'31"E	42.83
L3	S66°03'19"E	3.38
L4	S17°31'54"E	140.83
L5	S32°07'13"E	26.58
L6	S08°03'20"E	34.86
L7	S60°25'41"E	48.90
L8	S35°52'41"E	106.71



POINT OF
COMMENCEMENT
S 1/4 CORNER
SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST

PROJECT: 14056

01/13/2017
SHEET 2 OF 2

**Associated Land Surveying
& Mapping, Inc.**

101 WYMORE ROAD, SUITE 111, ALTAMONTE SPRINGS, FLORIDA 32714
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

EXHIBIT "B"

(the Project)

Legal Description

A PORTION OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 30, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N 00°24'19" W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30 A DISTANCE OF 1507.17 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID WEST LINE AND ALONG SAID SOUTH LINE RUN N 89°10'09" E, A DISTANCE OF 30.00 FOR THE POINT OF BEGINNING AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH ECONLOCKHATCHEE TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1212, PAGE 620, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND CONTINUE ALONG SAID SOUTH LINE N 89°10'09" E, A DISTANCE OF 1314.06 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID SOUTH LINE RUN N 00°14'15" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 841.96 TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID EAST LINE RUN S 88°58'26" W, ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30 A DISTANCE OF 1211.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ECONLOCKHATCHEE TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 3965, PAGE 1767, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING COURSES AND DISTANCES; S 01°35'41" W, A DISTANCE OF 214.72 FEET; THENCE RUN S 00°24'19" E, A DISTANCE OF 130.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 81°22'23", THENCE ON A CHORD BEARING OF S 40°16'52" W AND A CHORD DISTANCE OF 104.31 FEET, RUN 113.62 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 00°24'19" E, A DISTANCE OF 116.91 FEET; THENCE RUN S 89°35'41" W, A DISTANCE OF 30.00 FEET TO A POINT 30.00 FEET EAST OF THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN S 00°24'19" E ALONG A LINE 30.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE 297.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.33 ACRES MORE OR LESS.