



## Interoffice Memorandum

## AGENDA ITEM

January 23, 2018

TO: Mayor Teresa Jacobs  
—AND—  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Community, Environmental and Development  
Services Department

CONTACT PERSON: **Alberto Vargas, MArch, Planning Manager**  
**(407) 836-5354**

SUBJECT: February 6, 2018 — Consent Item  
Proposed Interlocal Agreement with the Reedy Creek  
Improvement District Regarding the Flamingo Crossings  
Property (Related to Comprehensive Plan Amendment 2017-2-  
A-1-2 and Rezoning Case LUP-16-04-147)

The Reedy Creek Improvement District (RCID) has submitted a proposed Interlocal Agreement related to a requested amendment to the Comprehensive Plan and accompanying Future Land Use Map and an associated Planned Development District (PD) rezoning for property RCID intends to deannex, known as the Flamingo Crossings Property. The agreement allows the County to process the proposed Comprehensive Plan amendment and concurrent PD rezoning application for the subject site, currently located within RCID. The property is 154.35 acres in size and is generally located on the east and west sides of Flamingo Crossings Boulevard and west of State Road 429, in the southwest quadrant of RCID. In the event the Comprehensive Plan amendment and PD rezoning are approved, the subject site will be deannexed from RCID. The agreement does not, however, bind the County to approve the Comprehensive Plan amendment and/or the PD rezoning.

The reasons for this agreement are twofold. First, under law, when property annexes, it retains the County's future land use designation and zoning classification until the annexing municipality adopts a comprehensive plan amendment for the property. However, the reverse is not true for the deannexation of property. Therefore, property that is deannexed does not possess any land use entitlements, particularly if vacant, until the County processes a comprehensive plan amendment. The agreement provides certainty to the landowner that they will receive their required land uses prior to the contraction of this property. Second, the only mechanism by which the County can process comprehensive plan amendments for property not located within the unincorporated area is via an interlocal agreement pursuant to Chapter 163, F.S.

The applicants, Kathy Hattaway of Poulos & Bennett, LLC and John Classe of RCID, have submitted applications to change the present future land use designations (Amendment 2017-2-A-1-2) and zoning classification (Rezoning Case LUP-16-04-147) of the subject property. Amendment 2017-2-A-1-2 entails a request to change the future land use designation of the 60.77-acre east parcel from Reedy Creek Improvement District (RCID)-Mixed Use to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing) (GC-PD-C/HDR [Temporary Employee Housing]) and to change the designation of the 93.58-acre west parcel from Reedy Creek Improvement District (RCID)-Mixed Use/Conservation to Growth Center-Planned Development-Commercial/High Density Residential (Temporary Employee Housing)/Conservation (GC-PD-C/HDR [Temporary Employee Housing]/CONS). Concurrent Rezoning Case LUP-16-04-147 involves a proposal to change the zoning classification of the entire 154.35-acre subject property from RCID (Reedy Creek Improvement District) to PD (Planned Development District) (Flamingo Crossings PD/LUP). The requested Comprehensive Plan Amendment and PD rezoning and the applicants' proposal to subsequently develop a mixed-use project featuring up to 2,600 multi-family employee housing units and 150,000 square feet of C-1 (Retail Commercial District) uses are consistent with the Comprehensive Plan and compatible with the land uses in the surrounding area.

Amendment 2017-2-A-1-2 and Rezoning Case LUP-16-04-147 will be considered as part of the Regular (Second) Cycle of 2017 if the Interlocal Agreement is approved. On December 21, 2017, the Local Planning Agency recommended adoption of the proposed amendment and approval of the requested rezoning. The two applications are scheduled for concurrent consideration by the Board of County Commissioners on February 6, 2018.

**ACTION REQUESTED: Approval and execution of Interlocal Agreement Regarding Flamingo Crossings Property among Orange County, Florida and Reedy Creek Improvement District related to a deannexation of property and the processing of a Comprehensive Plan amendment application and concurrent Planned Development District rezoning request. District 1**

JVW/AV/JMD

Attachment

**INTERLOCAL AGREEMENT REGARDING  
FLAMINGO CROSSINGS PROPERTY**

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the "County"), and the **REEDY CREEK IMPROVEMENT DISTRICT**, an independent special district created by Chapter 67-764, Laws of Florida, Special Acts of 1967 ("RCID").

**ARTICLE 1  
RECITALS**

WHEREAS, the parties wish to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes;

WHEREAS, Part II of Chapter 163, Florida Statutes, addresses the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare;

WHEREAS, Section 163.01(4) and (5), Florida Statutes, provides that a public agency of the state, as defined by Section 163.01(3), may exercise jointly by contract with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately;

WHEREAS, the County and RCID are public agencies within the meaning of Section 163.01(3), Florida Statutes;

WHEREAS, pursuant to Section 163.3167(6), Florida Statutes, RCID exercises the authority under Chapter 163 consistent with Chapter 67-764, Laws of Florida, Special Acts of 1967 ("the RCID Enabling Legislation");

WHEREAS, Section 163.3171(1), Florida Statutes, addresses the concept of joint agreements for joint action in the preparation and adoption of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may be created under the joint agreement;

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of local comprehensive plans with comprehensive plans of adjacent counties and the state comprehensive plan, together with a specific policy statement indicating the relationship of the proposed developments to the comprehensive plans of adjacent counties;

WHEREAS, RCID owns the land described on **Exhibit "A"** (the "RCID Property"), and a third party, Flamingo Crossings, LLC, a Florida limited liability company ("FC") owns the land described on **Exhibit "A-1"** (the "FC Property");

WHEREAS, the RCID Property and the FC Property are collectively referred to herein as the "Property";

WHEREAS, FC has informed the County and RCID of its desire to develop, or convey to others to develop, the FC Property;

WHEREAS, RCID and the County contemplate that the jurisdictional limits of RCID will be contracted so that the Property will no longer be located within RCID but instead will be located within unincorporated Orange County (the "Contraction");

WHEREAS, in contemplation of the Contraction and the development activity that will occur on the Property, RCID and the County wish to ensure that the Property will be developed in a manner consistent with the adopted Comprehensive Plan Amendment and the PD Land Use Plan (as defined at Article 3.A below) as hereinafter set forth;

WHEREAS, pursuant to the RCID Enabling Legislation and the provisions of Chapter 163, Florida Statutes, RCID and the County have the right to enter into an interlocal agreement, for the purposes of working together to prepare a Comprehensive Plan Amendment, applicable to the Property, and to become effective with the Contraction as hereinafter provided;

WHEREAS, Section 163.01(13), Florida Statutes, provides that the powers and authority granted by such section are in addition and supplemental to those granted by other general, local or special laws and nothing contained in such section is deemed to interfere with the application of any such other laws; and

WHEREAS, each party hereto has the authority to execute and perform under this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as set forth below.

## **ARTICLE 2**

### **INCORPORATION OF RECITALS**

The above recitals are true and correct and are incorporated herein and made a part of this Agreement.

**ARTICLE 3**  
**PURPOSE AND AUTHORITY OF AGREEMENT**

A. The purpose of this Agreement is to set forth the conditions and procedures under which: the County will process (i) an amendment to the Orange County Comprehensive Plan ("Plan") and the accompanying Future Land Use Map set forth as Map 1 of the Future Land Use Map Series in the Plan (the "Future Land Use Map"), and (ii) a rezoning of the Property to the PD (Planned Development District) zoning classification, including approval of a Planned Development Land Use Plan for the Property under Chapter 38, Article VIII of the Orange County Code (a "PD Land Use Plan") that, upon the Contraction, shall become applicable to the Property.

B. This Agreement is executed pursuant to the provisions of Chapter 125 and Chapter 163, Florida Statutes, and the RCID Enabling Legislation.

**ARTICLE 4**  
**COMPREHENSIVE PLAN AMENDMENTS**

A. RCID and the County are respectively required by the provisions of Chapter 163, Florida Statutes, to prepare comprehensive plans for lands located within their respective jurisdictions.

B. In anticipation of the Contraction, RCID and FC have submitted a request for an amendment to the Plan, designated by the County as Future Land Use Map Amendment 2017-2-A-1-2, and, pursuant to Section 163.3184, Florida Statutes, the County shall consider the adoption of the requested amendment to the Plan (the "Plan Amendment") incorporating the Property within the Plan. If it is adopted, the Plan Amendment shall become effective upon the Contraction. The County's comprehensive plan ordinance adopting the Plan Amendment shall be considered and adopted prior to the Contraction, but shall become effective only upon the Contraction occurring as provided in Article 6 below. RCID shall cooperate with the County's staff in the Plan Amendment process by providing information and data respecting the land uses and development activity contemplated for the Property, and RCID understands and accepts that the County will expect FC to do the same. Nothing in this paragraph shall be construed to imply that the County is obligated to adopt the Plan Amendment in conjunction with this Agreement.

C. If adopted, the Plan Amendment shall only apply to the Property, unless and except to the extent that other modifications to the Plan are required in order to make the Plan Amendment and the remainder of the Plan internally consistent.

**ARTICLE 5**  
**PLAN AMENDMENT PROCESS**

The County shall process the Plan Amendment pursuant to Chapter 163, Florida Statutes.

**ARTICLE 6**  
**CONTRACTION OF PROPERTY**  
**EFFECTIVE DATE**

A. Subject to the provisions of this Article, RCID shall contract the geographical limits of RCID so as to remove the Property from RCID's jurisdiction (the "Contraction") upon the occurrence of the following: (1) the Plan Amendment shall be final and found to be in compliance by the Florida Department of Economic Opportunity ("DEO") and (2) the PD Land Use Plan shall be final. For purposes of this Agreement, "final" shall mean that each of the conditions precedent to the Contraction shall have occurred and all appeals and challenges thereto, if any, shall have been resolved to the mutual satisfaction of RCID and the County. Only when all of the conditions precedent are "final" as described herein, shall the Contraction become effective.

B. Prior to the Contraction, the RCID Land Development Code (including land development regulations and building code) and the RCID Comprehensive Plan currently applicable to the Property shall be and remain in full force and effect, and RCID shall continue to exercise its authority and jurisdiction pursuant to the provisions of Section 163.3167(6), Florida Statutes.

**ARTICLE 7**  
**MODIFICATIONS TO PLAN AMENDMENT**  
**AND PD LAND USE PLAN AFTER CONTRACTION**

From and after the effective date of the Contraction, any future modifications to the Plan Amendment or the PD Land Use Plan shall not be subject to the approval of RCID, but shall be subject to the jurisdiction of the County and applicable law.

**ARTICLE 8**  
**PD LAND USE PLAN**

In anticipation of the Contraction and approval of the Plan Amendment, the County understands and expects that RCID and FC or their agent(s) shall apply for the PD (Planned Development District) zoning classification for the Property, consistent with the Plan Amendment. The County shall process the requested PD rezoning application in accordance with its established procedures but shall allow the

submission of the same for review and processing concurrently with the review and processing of the Plan Amendment. The County's approval (if it is granted) of the application shall take effect as provided in Article 6 above.

## **ARTICLE 9**

### **TERMINATION**

This Agreement shall be terminated upon any one or more of the following events:

- (1) The Orange County Board of County Commissioners ("the BCC") votes not to transmit the Plan Amendment, pursuant to Subsection 163.3184(3), Florida Statutes, for review by DEO; or
- (2) The BCC votes not to adopt the Plan Amendment, pursuant to Subsection 163.3184(7), Florida Statutes, after its review by DEO; or
- (3) DEO issues a notice, pursuant to Subsection 163.3184(10), Florida Statutes, that it intends to find that the Plan Amendment is not in compliance with state law, and the determination is not overturned by the Administration Commission (as defined in Subsection 163.3164(1), Florida Statutes), or a mediated settlement acceptable to both the County and the owners of the Property is not reached pursuant to Subsection 163.3184(10)(c), Florida Statutes, or the determination of "noncompliance" is not otherwise overturned by a court of competent jurisdiction; or
- (4) The BCC fails to approve the PD zoning classification for the Property on terms and conditions acceptable to the owners of the Property; or
- (5) The owners withdraw the application for the Plan Amendment; or
- (6) The owners withdraw the application for the PD rezoning; or
- (7) The term of this Agreement expires as set forth in Article 10, below.

## **ARTICLE 10**

### **TERM**

This Agreement shall become effective upon the latest date of execution of the parties hereto and shall be enforced for a term of one year after the effective date hereof (the "Term"), unless sooner terminated pursuant to the provisions hereof. However, the notice requirements of Article 12 shall survive early termination and in the event of termination prior to expiration of the Term, shall continue to be enforced until January 1, 2037.

## **ARTICLE 11**

### **DEFAULT**

A. In the event of a default by any party hereto, the non-defaulting party shall have such rights and remedies provided by law and equity, including injunctive relief, but excluding damages, attorney's fees, and costs (including relating to any appeals), and excluding the right of termination if a default occurs subsequent to the Contraction.

B. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default.

C. Notwithstanding the provisions of Articles 11.A and B above, before exercising any remedy at law or equity, a non-defaulting party shall provide written notice to the other party of an asserted default and the asserted defaulting party shall cure the asserted default within the lesser of: (1) one day less than the number of days remaining until the Contraction is scheduled to occur, if the Contraction has not occurred prior to the default, or (2) thirty days. If the default is not reasonably capable of being cured within such period, the defaulting party shall within the aforesaid period commence reasonable curative action and diligently prosecute such curative action to completion. So long as reasonable curative action is being diligently prosecuted to completion, the non-defaulting party shall abate the exercise of its default remedies under law or equity.

## **ARTICLE 12**

### **SEVERABILITY**

A. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

B. If this Agreement is challenged in any judicial or administrative proceeding (each party hereby covenanting not to initiate or pursue such challenge), the parties collectively and individually agree to defend its validity through final determination.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

A. This Agreement may not be modified or waived orally and shall only be amended pursuant to an instrument in writing and jointly executed by all of the parties hereto. This Agreement shall be enforceable by, binding upon and inure to the benefit of the parties and their respective

successors and assigns. Either party to this Agreement shall have the right, but not the obligation, to waive (in writing) rights or conditions herein reserved for the benefit of such party.

B. This Agreement shall be governed by the laws of the State of Florida, without giving effect to any choice of law principles that may direct the application of laws of another state or jurisdiction, and venue for any enforcement to enforce the provisions of this Agreement shall be in the Circuit Court in and for Orange County, Florida.

C. FC, as the current owner of the FC Property, shall be deemed a third party beneficiary of the Agreement with all rights and obligations attributed thereto. Future owners of the RCID Property and the FC Property shall not be deemed third party beneficiaries.

D. The headings of the Articles of this Agreement are inserted for convenience or reference and in no way define, limit or describe the scope or intent of, or otherwise affect this Agreement.

E. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement. Both parties have participated in the preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

F. This Agreement may be executed in multiple originals.

G. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof, and the powers conferred by this Agreement shall be in addition and supplementary to the powers conferred by any general, local or special law, or by any charter of any public agency.

H. A notice shall be deemed to be delivered upon the delivery (or refusal to accept delivery) by messenger, or one business day after deposit of the notice with an overnight express delivery service, or three business days after deposit of the notice in the United States registered or certified mail, postage prepaid, return receipt requested, or one business day after delivery of the notice by facsimile transmission as evidenced by an electronically confirmed transmission report (and followed up with a notice delivery by other means set forth herein):

County:

Orange County, Florida  
Post Office Box 1393  
Orlando, Florida  
Attention: County Administrator  
Fax: 407-836-7360

RCID:

Reedy Creek Improvement District  
Post Office Box 10170  
Lake Buena Vista, FL 32830  
Attention: District Administrator  
Fax: 407-934-6200

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Pr. Dalchanda

(Signature)

TERESA JACOBS, Orange County Mayor

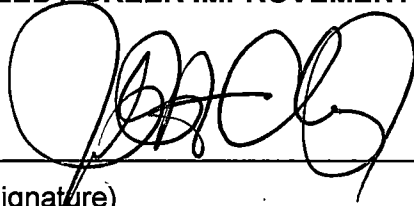
Date: 2/8/18

Attest: Phil Diamond, CPA, Orange County  
Comptroller, as Clerk to the Board of  
County Commissioners

By: Genica Vaupel  
for Deputy Clerk



REEDY CREEK IMPROVEMENT DISTRICT



(Signature)

JOHN CLASSE, District Administrator

Date: 12/14/17

STATE OF FLORIDA )

COUNTY OF ORANGE )

ss.

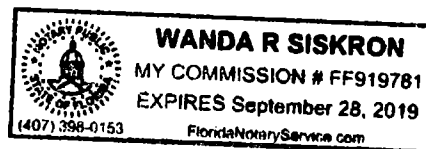
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2017, by **John Classe**, who is personally known to me, as **District Administrator** of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation in the State of Florida, on behalf thereof.

NOTARY PUBLIC:



**Signature of Notary Public, State of Florida**

(AFFIX SEAL)



**CONSENT OF FLAMINGO CROSSINGS, LLC:**

Flamingo Crossings, LLC, a Florida limited liability company, hereby accepts and consents to the terms of this Agreement.

**FLAMINGO CROSSINGS, LLC,  
a Florida limited liability company**

By: \_\_\_\_\_

Print Name: Page P. Pierce

Title: Vice President

Date: 12/19/2017

STATE OF FLORIDA )

) ss.

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by Page P. Pierce, who is personally known to me, as Vice President of FLAMINGO CROSSINGS, LLC, a Florida limited liability company, on behalf thereof.

NOTARY PUBLIC:

Brandi Ferrone

Signature of Notary Public, State of Florida

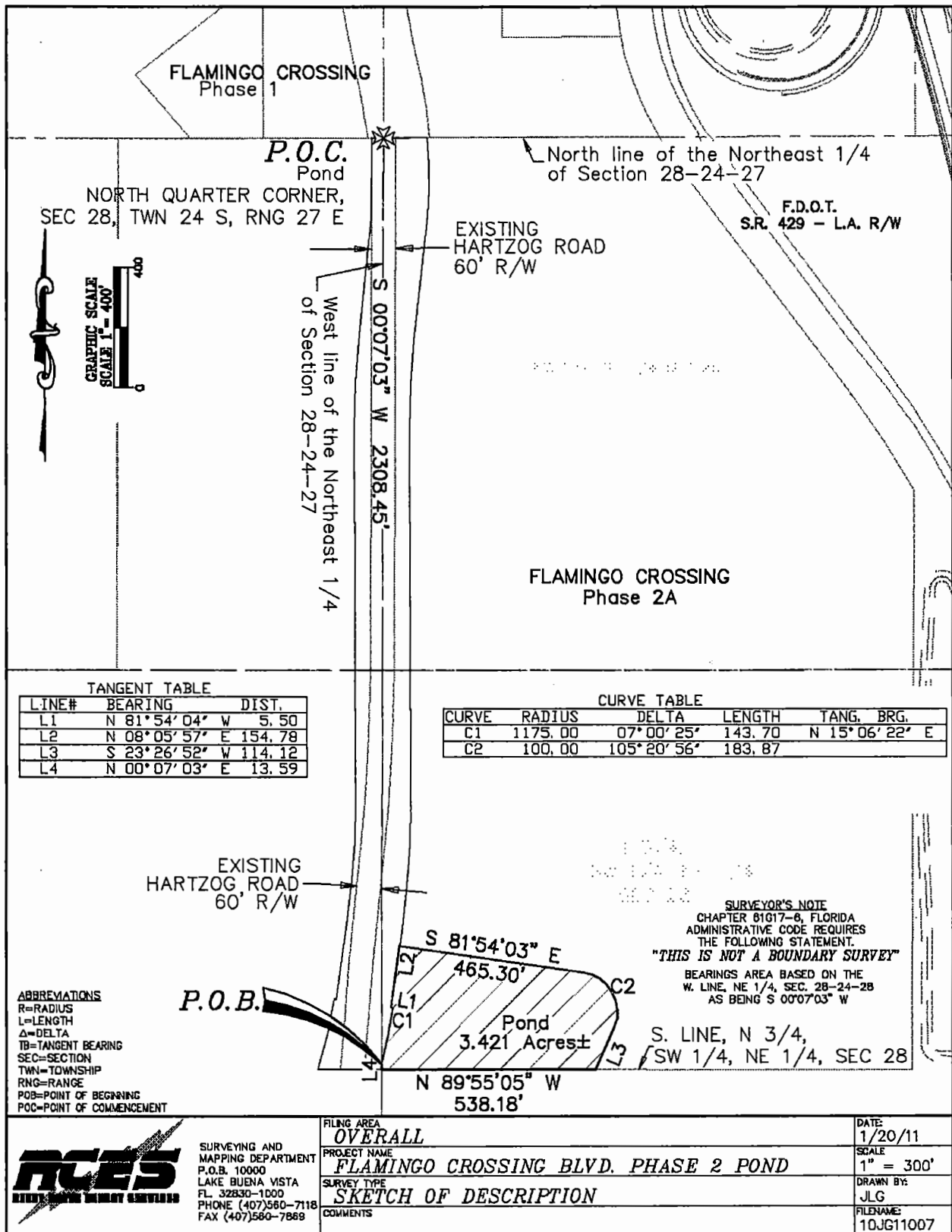
(AFFIX SEAL)



**EXHIBIT "A"**  
**RCID PROPERTY**

(ATTACHED)

7



SURVEYING AND  
MAPPING DEPARTMENT  
P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE (407)580-7118  
FAX (407)580-7869

FILING AREA  
**OVERALL**

PROJECT NAME  
**FLAMINGO CROSSING BLVD. PHASE 2 POND**

SURVEY TYPE  
**SKETCH OF DESCRIPTION**

COMMENTS

DATE:  
1/20/11

SCALE  
1" = 300'

DRAWN BY:  
JLG

FILENAME:  
10JG11007

## DESCRIPTION

### Pond

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the North Quarter corner of said Section 28, run along the West line of the Northeast 1/4 of said Section 28, S 00°07'03" W, 2308.45 feet, to the Point of Beginning; and a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'25"; thence from a tangent bearing of N 15°06'22" E run Northerly along the arc of said curve, 143.70 feet; thence N 81°54'04" W, 5.50 feet; thence N 08°05'57" E, 154.78 feet; thence S 81°54'03" E, 465.30 feet to a point of curvature of a curve concave Southwesterly having a radius of 100.00 feet, and a central angle of 105°20'56"; thence run Southeasterly along the arc of said curve, 183.87 feet; thence S 23°26'52" W, 114.12 feet to a point on the South line of the North 3/4 of the Southwest ¼ of the Northeast 1/4 of said Section; thence run along said line N 89°55'05" W, 538.18 feet to the Southwest corner thereof; thence run along the West line of the Northeast 1/4 of said Section N 00°07'03" E, 13.59 feet to the Point of Beginning, containing 3.421 Acres, more or less.

**EXHIBIT "A-1"**  
**FC PROPERTY**

(SKETCH AND LEGAL DESCRIPTION ATTACHED)

# SKETCH OF DESCRIPTION

## FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

### LEGAL DESCRIPTION

A portion of Parcel 5 as described in the Special Warranty Deed recorded in Official Records Book (OR) 10274, Page (PG) 4901 of the public records of Orange County Florida, being in Sections 21 and 28 of Township 24 South, Range 27 East in Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter Corner of said Section 21; thence N 89°48' 06" E along the South line of the Southeast quarter of Section 21 for a distance of 125.95 feet to a point along the East line of the Right-of-Way for Flamingo Crossings Boulevard as described in OR 10815, PG 4619 of the aforesaid public records of Orange County, Florida, said point also being on a non-tangent curve to the left being concave to the West and having a radius of 1010.00 feet and a chord bearing of N 04°41' 48" W, said point also being the Point of Beginning; thence Northerly along said East line and along the arc of said curve through a central angle of 02°00' 23" for a distance of 35.37 feet; thence departing said East line run S 88°48' 31" E for a distance of 555.61 feet to a point along the West line of the right-of-way for State Road 429 as described in OR 7070, PG 2553 and OR 7106, PG 2802 of said public records, said point also being on a non-tangent curve to the left being concave to the Northeast and having a radius of 808.57 feet and a chord bearing of S 33°50' 00" E; thence Southerly along said West line for the following four (4) courses: run Southerly along the arc of said curve through a central angle of 09°35' 40" for a distance of 135.40 feet; thence S 37°06' 36" E for a distance of 690.19 feet to the point of curvature of a curve to the right being concave Southeast and having a radius of 2,203.93 feet; thence Southerly along the arc of said curve through a central angle of 07°27' 37" for a distance of 286.97 feet; thence S 00°12' 18" W for a distance of 1,445.86 feet to the South line of the North three quarters of the Southwest Quarter of the aforesaid Northeast Quarter of Section 28; thence departing said West line of the right-of-way for SR 429, run N 89°55' 05" W along said South line for a distance of 789.43 feet to a point on the common boundary with Reedy Creek Improvement District as described in OR 10170, PG 4307 of the aforesaid public records, thence departing said South line run N 23°26' 52" E along the East line of said boundary for a distance of 114.12 feet to the point of curvature to the left being concave Southwesterly and having a radius of 100.00 feet and a chord bearing of N 29°13' 36" W; thence Northwesterly along the arc of said curve through a central angle of 105°20' 55" for a distance of 183.87 feet to the point of tangency; thence N 81°54' 03" W for a distance of 455.31 feet to a point on the East line of the Right-of-Way for Flamingo Crossings Boulevard as described in aforesaid OR 10815, PG 4619; thence Northerly

Description Continued on Page 2

THIS IS NOT A SURVEY

**ATKINS**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

Date: 03/05/16  
Scale: N/A  
Job No.: N/A  
F.B.: N/A  
Drawn By: DN  
Ckd. By: JVC  
Sheet 1 of 4

SD:\Dennis\Flamingo Crossings\CONPhase 1\SD\Legal Description\FLAMINGO CROSSINGS PH 1 SD.dgn 08-MAR-2016 06:43 nesg 7397

# SKETCH OF DESCRIPTION

## FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

Description Continued from Page 1

along said East line for the following ten (10) courses: run N 08°05' 57" E for 46.88 feet to the point of curvature of a curve to the left being concave West and having a radius of 2,162.49 feet and a chord bearing of N 04°09' 23" E; thence Northerly along the arc of said curve through a central angle of 07°53' 08" for a distance of 297.62 feet; thence N 14° 29' 10" E for a distance of 29.81 feet; thence N 00°12' 16" W for a distance of 198.27 feet; thence N 23°02' 00" W for a distance of 19.33 feet; thence N 00°12' 16" W for a distance of 702.26 feet to the point curvature of a curve to the right being concave East and having a radius of 2,004.50 feet; thence Northerly along the arc of said curve through a central angle of 06°19' 57" for a distance of 221.54 feet to the point of tangency; thence N 06° 07' 41" E for a distance of 311.81 feet to the point of curvature of a curve to the left and being concave to the West and having a radius of 899.35 feet; thence Northerly along the arc of said curve through a central angle of 05°39' 43" for a distance of 88.87 feet; thence N 00°27' 57" E for a distance of 105.56 feet to the Point of Beginning.  
Containing 57.35 acres more or less.

THIS IS NOT A SURVEY

**ATKINS**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

Dates 03/05/16  
Scales N/A  
Job No. N/A  
F.B. N/A  
Drawn By DN  
Ckd. By JVC  
Sheet 2 of 4

map 7397

08-MAR-2016 06:43

S:\Design\Fleming Crossings\030516\0000 CROSSINGS PH1 STD.dgn

# SKETCH OF DESCRIPTION

## FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

OWNER:  
FLAMINGO  
CROSSINGS, LLC

S LINE, SE 1/4, SEC. 21  
BEARING BASE (N89°48'06"E)

SOUTH 1/4 CORNER,  
SEC. 21, T 24 S, R 27 E  
FOUND MAG NAIL & DISK  
"WDW LB 7714"  
CCR 103939

W LINE, NE 1/4, SEC. 28

OWNER:  
ORANGE COUNTY  
COUNTRY CLUB, INC.

NW 1/4  
SEC. 28-24-27

NE 1/4  
SEC. 28-24-27

PHASE 1  
EAST PARCEL

OWNER:  
FLAMINGO CROSSINGS, LLC

### ABBREVIATIONS

CB - CHORD BEARING  
CCR - CERTIFIED CORNER RECORD  
L - ARC LENGTH  
O.R.B. - OFFICIAL RECORD BOOK  
P.G. - PAGE(S)  
P.O.B. - POINT IF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
PC - POINT OF CURVATURE  
PT - POINT OF TANGENCY  
R - RADIUS  
R/W - RIGHT-OF-WAY  
SR - STATE ROAD  
SEC. - SECTION

### NOTES

Bearings are based upon the South line of the  
Southeast Quarter of Section 21, Township 24  
South, Range 27 East, Orange County, Florida,  
bearing N89°48'06"E.

OWNER:  
REEDY CREEK  
IMPROVEMENT DISTRICT  
O.R.B. 10170, PG 4307  
(NOT INCLUDED)

S LINE, N 3/4, SE 1/4, NE 1/4  
SEC. 28-24-27

THIS IS NOT A SURVEY

**ATKINS**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

300' 0' 300'  
Scale: 1"=300'

Date: 03/05/16  
Scale: 1"=300'  
Job No.: N/A  
F.B.: N/A  
Drawn By: DN  
Ckd. By: JVC  
Sheet 3 of 4

rec 7397

08-MAR-2016 08:43

S:\Drawings\Flamingo Crossings\UGN\Phase 1\SD\FLAMINGO CROSSINGS PH 1 SD.dgn

# SKETCH OF DESCRIPTION

## FLAMINGO CROSSINGS PHASE 1 EAST PARCEL

Line #	Distance	Direction
L1	125.95'	N 89° 48' 06" E
L2	555.61'	S 88° 48' 31" E
L3	690.19'	S 37° 06' 36" E
L4	1445.86'	S 00° 12' 18" W
L5	789.43'	N 89° 55' 05" W
L6	114.12'	N 23° 26' 52" E
L7	455.31'	N 81° 54' 03" W
L8	46.88'	N 08° 05' 57" E
L9	29.81'	N 14° 29' 10" E
L10	198.27'	N 00° 12' 16" W
L11	19.33'	N 23° 02' 00" W
L12	702.26'	N 00° 12' 16" W
L13	311.81'	N 06° 07' 41" E
L14	105.56'	N 00° 27' 57" E

Curve #	Delta	Radius	Length	Chord Bearing
C1	02° 00' 23"	1010.00 L	35.37'	N 04° 41' 48" W
C2	09° 35' 40"	808.57 L	135.40'	S 33° 50' 00" E
C3	07° 27' 37"	2203.93 R	286.97'	S 33° 22' 47" E
C4	105° 20' 55"	100.00 L	183.87'	N 29° 13' 36" W
C5	07° 53' 08"	2162.49 L	297.62'	N 04° 09' 23" E
C6	06° 19' 57"	2004.50 R	221.54'	N 02° 57' 42" E
C7	05° 39' 43"	899.35 L	88.87'	N 03° 17' 50" E

THIS IS NOT A SURVEY

# ATKINS

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

Dates: 03/05/16  
Scales: N/A  
Job No.: N/A  
F.B.: N/A  
Drawn By: DN  
Ckd. By: JVC  
Sheet 4 of 4

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# SKETCH OF DESCRIPTION

## FLAMINGO CROSSINGS PHASE 2 WEST PARCEL

### Legal Description West Parcel

A portion of Parcel 1 as described in the Special Warranty Deed recorded in Official Records Book (OR) 10274, Page (PG) 4901 of the public records of Orange County Florida, together with a portion of the Right-of Way for Western Way as recorded in OR 9657, PG 2398 and OR 9836, PG 4845 of said records, all being in Sections 21 and 28 of Township 24 South, Range 27 East in Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter Corner of said Section 21; thence S89°49'54"W along the South line of the Southwest Quarter of said Section 21 for a distance of 39.31 feet to a point along the boundary of aforesaid Parcel 1; thence along said boundary for the following four (4) courses: continue S89°49'54" W for a distance of 261.02 feet; thence N00°00'00"E for a distance of 358.93 feet; thence N68°45'46"W for a distance of 44.23 feet; thence S51°55'04"W for a distance of 351.54 feet to the Point of Beginning; thence run S 40°17'32"E along said boundary of Parcel 1 for a distance of 208.02 feet to a point along the aforesaid South line of the Southwest Quarter of Section 21; thence S89°49'54"W along said South line for a distance of 179.07 feet to a point on the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 28; thence S00°07'29"W along said East line for a distance of 1,325.20 feet to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence S89°58'36"W along said South line for a distance of 1,988.94 feet to a point on the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence N00°08'52"E along said West line for a distance of 1320.16 feet to the Southwest Corner of aforesaid Section 21; thence N00°35'15"E along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 21 for a distance of 1052.70 feet to a point on the South line of the proposed right-of way for the extension of Western Way; thence S66°04'38"E along said South line for a distance of 548.77 feet to the point of curvature a curve to the left being concave to the Northeast and having a radius of 2,158.48 feet; thence Easterly along said South line and along the arc of said curve through a central angle of 24°05'38" for a distance of 907.68 feet to the point of tangency; thence N89°49'43"E along said South line for a distance of 173.83 feet to a point along the South line of the existing right-of-way for Western Way as described in OR 9657, PG 2398, OR 9836, PG 4845, OR 10170, PG 4299 and OR 10815, PG 4619 of aforesaid public records; thence Easterly along said South line for the following three (3) courses: run S03°54'53" E for a distance of 6.11 feet; thence N86°05'07"E for a distance of 22.85 feet; thence N04°02'59"W for a distance of 4.62 feet to a point along said South line of the proposed right-of way for Western Way;

Description Continued on Page 2

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Orlando, Florida 32810-6101

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Drawn By: DN  
Ckd. By: JVC  
Sheet 1 of 4

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## SKETCH OF DESCRIPTION

### FLAMINGO CROSSINGS PHASE 2 WEST PARCEL

Description Continued from Page 1

thence N89°49'43"E along said South line of the proposed right-of way, for a distance of 28.34 feet; thence N00°10'17"W along said South line of the proposed right-of way for a distance of 11.33 feet to a point along the South line of said existing right-of-way for Western Way, said point also being on a non-tangent curve to the right being concave to the South and having a radius of 934.00 feet and a chord bearing of N89°16'29"E; thence Easterly along said South line and the arc of said curve, through a central angle of 01°05'31" for a distance of 17.80 feet to the point of tangency; thence N89°49'14"E along said South line, for a distance of 28.71 feet; thence departing said South line run S46°26'37"E for a distance of 43.38 feet to a point along the boundary of Parcel 1 of a Conservation Easement described in OR 9630, PG 3791 of the aforesaid public records; thence along said boundary of the Easement for the following four (4) courses: continue S46°26'37"E for a distance of 65.40 feet; thence S34°30'31"E for a distance of 120.76 feet; thence S32°21'38"E for a distance of 271.63 feet; thence S40°17'32"E for a distance of 115.45 feet to the Point of Beginning.

Containing 93.31 acres more or less

THIS IS NOT A SURVEY

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Orlando, Florida 32810-6101

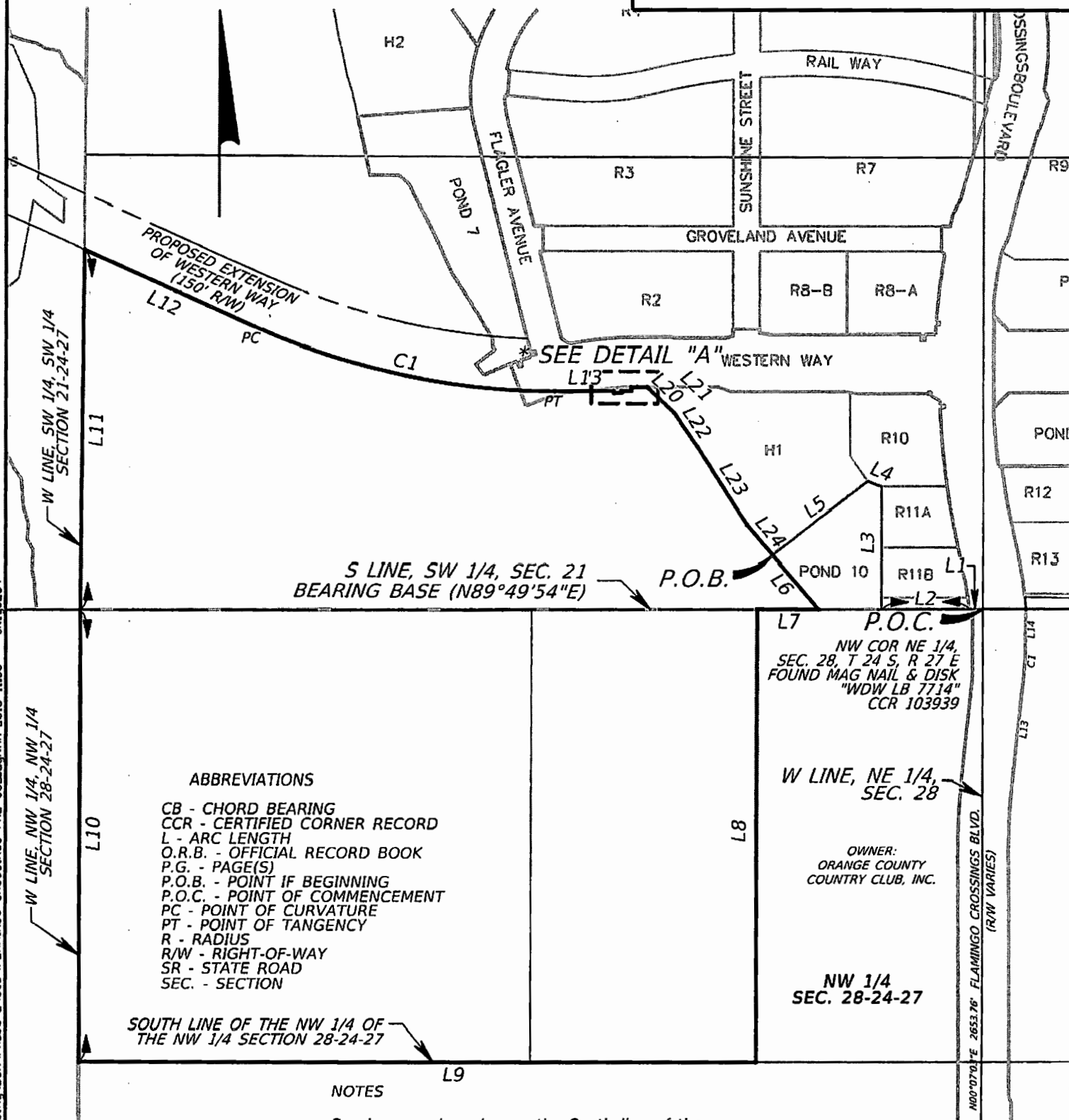
Tel : 407/647-7275 Certificate No. LB 24

Date: 03/07/16  
Scale: N/A  
Job No.: N/A  
F.B.: N/A  
Drawn By: DN  
Ckd. By: JVC  
Sheet 2 of 4

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# SKETCH OF DESCRIPTION

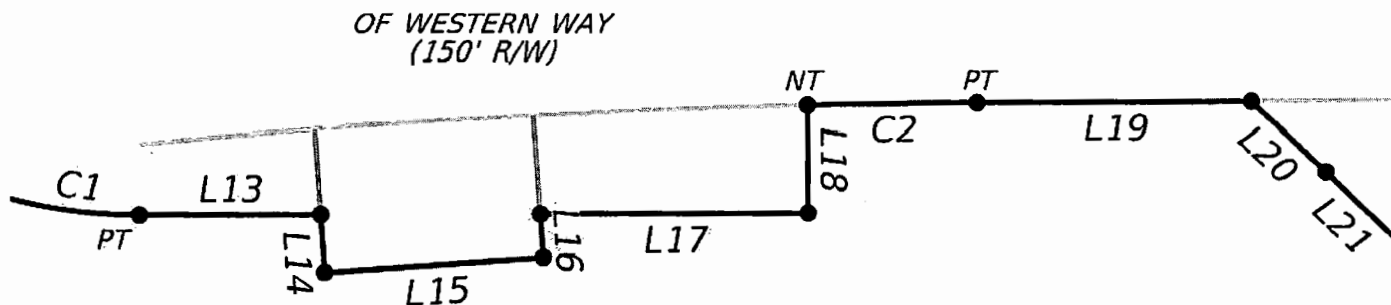
## FLAMINGO CROSSINGS PHASE 2 WEST PARCEL



# SKETCH OF DESCRIPTION

## FLAMINGO CROSSINGS PHASE 2 WEST PARCEL

### DETAIL "A"



Line #	Distance	Direction
L1	39.31'	S 89° 49' 54" W
L2	261.02'	S 89° 49' 54" W
L3	358.93'	N 00° 00' 00" E
L4	44.23'	N 68° 45' 46" W
L5	351.54'	S 51° 55' 04" W
L6	208.02'	S 40° 17' 32" E
L7	179.07'	S 89° 49' 54" W
L8	1325.20'	S 00° 07' 29" W
L9	1988.94'	S 89° 58' 36" W
L10	1320.16'	N 00° 08' 52" E
L11	1052.70'	N 00° 35' 15" E
L12	548.77'	S 66° 04' 38" E
L13	173.83'	N 89° 49' 43" E
L14	6.11'	S 03° 54' 53" E
L15	22.85'	N 86° 05' 07" E
L16	4.62'	N 04° 02' 59" W
L17	28.34'	N 89° 49' 43" E
L18	11.33'	N 00° 10' 17" W
L19	28.71'	N 89° 49' 14" E
L20	43.38'	S 46° 26' 37" E
L21	65.40'	S 46° 26' 37" E
L22	120.76'	S 34° 30' 31" E
L23	271.63'	S 32° 21' 38" E
L24	115.45'	S 40° 17' 32" E

Curve #	Delta	Radius	Length	Chord Bearing
C1	24° 05' 38"	2158.48'	907.68'	S 78° 07' 28" E
C2	01° 05' 31"	934.00'	17.80'	N 89° 16' 29" E

THIS IS NOT A SURVEY

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Sheet 4 of 4