## DATE:

February 18, 2019

| TO: | Mayor Jerry L. Demings <br> and the <br> Board of County Commissio |
| :--- | :--- |
| THROUGH: | Paul Sladek, Manager <br> Real Estate Management Di |
| FROM: | Monica Hand, Senior Title E <br> Real Estate Management Di |
| CONTACT | Paul Sladek, Manager |
| PERSON: | Real Estate Management <br> Phone: (407) 836-7090 |
| DIVISION: |  |

ACTION
REQUESTED:

PROJECT:

PURPOSE:

ITEMS:

Approval of Special Warranty Deed from Kerina, Inc. to Orange County, Special Warranty Deed, Utility Easement, Drainage Easement, Slope Easement, Pedestrian and Landscape Easement, Transit, Pedestrian and Utility Easement, and Temporary Construction Easement from Kerina Wildwood, LLC to Orange County, and Slope Easement, Pedestrian and Landscape Easement, Transit, Pedestrian and Utility Easement, Temporary Drainage Easement, and Temporary Construction Easement from Kerina Village, LLC to Orange County and authorization to perform all actions necessary and incidental to closing

Palm Parkway Connector
District 1
To provide for access, construction, operation, and maintenance of road improvements as a requirement of a road network agreement.

Special Warranty Deed (Parcel 108)
Cost: Donation
Size: 6.392 acres

Special Warranty Deed (Parcel 101)
Cost: Donation
Size: 4,714 square feet

Utility Easement (Parcel 801)
Cost: Donation
Size: 2,381 square feet
Drainage Easement (Parcel 802D)
Cost: Donation
Size: 5.691 acres
Slope Easement (Parcel 802B)
Cost: Donation
Size: 1.190 acres
Pedestrian and Landscape Easement (Parcel 802C)
Cost: Donation
Size: 1.164 acres
Transit, Pedestrian and Utility Easement (Parcel 802A)
Cost: Donation
Size: 39,029 square feet
Temporary Construction Easement (Parcels 701, 702A \& 702B)
Cost: Donation
Total size: 15,075 square feet
Term: Seven years, or until completion of construction
Slope Easement (Parcel 807B)
Cost: Donation
Size: 1.243 acres
Pedestrian and Landscape Easement (Parcel 807C)
Cost: Donation
Size: 1.245 acres
Transit, Pedestrian and Utility Easement (Parcel 807A)
Cost: Donation
Size: 40,597 square feet
Temporary Drainage Easement (Parcel 707C)
Cost: Donation
Size: 29,620 square feet
Term: Until the underlying lands are platted
Real Estate Management Division
Agenda Item 10
February 18, 2019
Page 3
Temporary Construction Easement (Parcels 707A and 707B)
Cost: Donation
Total size: 19,478 square feet
Term: Seven years, or until completion of construction
APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department
Risk Management Division
Transportation Planning Division
REMARKS: These conveyances are requirements of the Palm Parkway to Apopka-Vineland Connector Road Agreement approved by the Board onDecember 6, 2005, as amended and supplemented.
Approval of this item is contingent upon approval of all other PalmParkway Connector agenda items being processed concurrently by theReal Estate Management Division and upon approval of Petition to VacateNo. 15-12-026 which is being processed concurrently by the Public WorksDepartment.
Grantors to pay all closing costs and prorated taxes.
The backup documentation for this item has been delivered under separate cover. It may also be accessed online as part of the eAgenda by clicking here.

This Instrument was prepared by,

This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## SPECIAL WARRANTY DEED <br> (Parcel 108)

THIS SPECIAL WARRANTY DEED is made and executed as of the $11^{\text {th }}$ day of December, 2018, by KERINA, INC., a Delaware corporation, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 (hereinafter referred to as the "Grantor"), to ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393 (hereinafter referred to as the "Grantee").

## WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ( $\$ 10.00$ ) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee that certain piece, parcel or tract of land situated in Orange County, Florida, more particularly described as follows (hereinafter referred to as the "Subject Property"):

See Exhibit "A" attached hereto and made a part hereof.
TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.
AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 2018 and thereafter, and covenants, conditions, easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:
"Granter"
KERINA, INC., a Delaware corporation


Print name: Miranda F. Fitzgerald
Title: Vice President
witness sign: Cuitinoruiz
Witness 2 print name: CristinuRuir

STATE OF FLORIDA
COUNTY OF D range
The foregoing instrument was acknowledged before me this $\|^{\text {th }}$ day of December , 2018, by Miranda F. Fitzgerald, as Vice President of KERINA, INC., a Delaware corporation, on behalf of said corporation. She is personally known to me or has produced
(NOTARY SEAL)

Notary Public Signature

## kathy in Sm. th

Typed or Printed Notary Name
Notary Public - State of $\qquad$
Commission No. $\qquad$
My Commission Expires: $\qquad$

## Exhibit "A"

to Special Warranty Deed

## Legal Description

(Parcel 108)
[See attached Sketch and Legal Descriptions]

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 108 <br> ESTATE: Fee Simple <br> PURPOSE: Road Right of Way 

PARCEL 108
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Baok E, Page 22, in Section 15, Township 24 South, Range 28 East, of the Public Records of Oronge County. Florida, being more porticularly described as follows:

Commence at the Northwest corner of Section 15, Township 24 South. Range 28 East. Orange County. Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15: thence departing said North fine, South $00^{\prime} 01^{\prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Road; thence continue South $00^{\circ} 01^{\prime \prime} 4^{\prime \prime}$ East, a distance of 320.44 feet along said East right of way line for a POINT OF BEGINNING. said Paint of Beginning being a point on the Southerly line of that certain parcel of land as described and recorded in Official Records Boak 9858, Page 2576. Public Records of Orange County, Fiorida; thence departing said East right of way line run along said Southerly line with the following seven (7) courses: South $45^{\circ} 19^{\prime} 49^{\prime \prime}$ East, a distance of 20.29 feet; thence North $899^{\circ} 40^{\prime} 11^{\prime \prime}$ East, o distance of 548.84 feet; thence South $760^{\circ} 50^{\prime} 05^{\prime \prime}$ East, a distance of 51.42 feet; thence North $89^{\prime} 40^{\prime} 11^{\prime \prime}$ East, a distance of 397.89 feet to the point of curvature of a curve concave Southwesterly, having a radius of 766.00 feet; thence Southeasterly olong the arc of said curve through a central angle of $47^{\prime \prime} 06^{\prime} 30^{\prime \prime}$, a distance of 629.80 feet to the point of tangency; thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 666.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\circ} 27^{\prime} 13^{\prime \prime}$, o distance of 493.48 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the aforesaid Section 15; thence leaving said Southerly line run South $00^{\prime} 10^{\prime} 40^{\prime \prime}$ West, a distance of 97.26 feet along said East line to the Southeast corner of the Northwest quarter of the Nartheast quarter; thence leaving said East line run North $89.18^{\prime \prime} 29^{\prime \prime}$ West, a distance of 37.62 feet along the South line of said Northwest quarter of the Northeast quarter to the Easterly most corner of that certain parcel of land as described and recorded in Official Records Book 9846، Page 315, Public Records of Orange County, Florida, said Easterly most corner being a point on a non-tangent curve concove Northeasterly, having a rodius of 766.00 feet and a chord bearing of North $63^{\prime} 18^{\prime} 28^{\prime \prime}$ West: thence run Northwesterly along the arc of said curve ond the Northerly line of said parcel of land, through a central angle of $40^{\prime} 10^{\prime} 16^{\prime \prime}$, a distance of 537.06 feet to the point of tangency; thence North $43^{\prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet along said Northerly line to the point of curvature of a curve concave Southwesterly, having a radius of 666.00 feet; thence Northwesterly along the arc of said curve and said Northerly line through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 547.58 feet to the point of tangency; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 987.13 feet along said Northerly line; thence South $4^{\prime} 40^{\prime} 11^{\prime \prime}$ West, a distance of 35.00 feet olong said Northerly line to the aforesaid East right of way line of Apopka Vinelond Road; thence leaving said Northerly line run North $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ West, a distance of 151.10 feet along said East right of way line to the POINT OF BEGINNING.

Less and except any portion thereof lying in or across Granby Street, a Public Road Right-of-Way, according to a Right-of-Way Agreement, as recorded in Official Records Book 715, Page 549, in the Public Records of Orange County, Florida.

Containing 6.392 acres, mare or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South. Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East.
2. I have reviewed the First American title search report \#2037-3170(423), dated May 21, 2014 and all recorded encumbrances. except liens. identified in the title search report hove been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct ta the best of my knowledge and belief as recently drown under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER $5 J-17.050-.052$ requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper.
Not valid without sheet 2 \& 3

| DESCRIPTION | Date: June 23, 2014 CBvG |  |
| :---: | :---: | :---: |
|  | Job Number: <br> 51599$\quad$Scale: <br> $1^{\prime \prime}=200^{\circ}$ |  |
|  | Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <br> THIS IS NOT A SURVEY. |  |
|  | SHEET 1 OF 3 SEE SHEET 2-3 FOR SKETCH |  |




This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

PROJECT: PALM PARKWAY CONNECTOR
Parcel ID No.: Portion of 15-24-28-5844-00-130
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B-4.014(13).

## SPECIAL WARRANTY DEED <br> (Parcel 101)

THIS SPECIAL WARRANTY DEED is made and executed as of the $4^{\text {TH }}$ day of January, 2019, by KERINA WILDWOOD, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 (hereinafter referred to as the "Grantor"), to ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393 (hereinafter referred to as the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee that certain piece, parcel or tract of land situated in Orange County, Florida, more particularly described as follows (hereinafter referred to as the "Subject Property"):

## See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.
AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 2018 and thereafter, and covenants, conditions, easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

## Project: Palm Parkway Connector

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

## "Granter"

KERINA WILDWOOD, LLC, a Florida limited liability company

## Witness 1 sign: <br> Citinorurz

Witness 1 print name: Cristinatuiz


Print name: Kathleen Keller
Title: Manager

Witness 2 sign:


Witness 2 print name: kathryn Smith

STATE OF FLORIDA
COUNTY OF Orange
The foregoing instrument was acknowledged before me this $\boldsymbol{\varphi} \underline{\underline{H}}$ day of January , 2018, by Kathleen Keller, as Manager of Karina Wildwood, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced



Typed or Printed Notary Name
Notary Public - State of $\qquad$ Commission No. $\qquad$
My Commission Expires: $\qquad$

## Exhibit "A"

## to Special Warranty Deed <br> Legal Description <br> (Parcel 101)

[See attached Sketch and Legal Descriptions]

SCHEDULE "A"<br>PALM PARKWAY TO APOPKA-VINELAND<br>CONNECTOR ROAD<br>PARCEL 101<br>ESTATE: Fee Simple<br>PURPOSE: Road Right of Way

PARCEL 101
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22, Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described os follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Fiorida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1464.82 feet along the North ine of the Northwest quarter of said Section 15; thence departing said North fine, South $00^{\prime} 01^{\prime} 47^{\prime \prime}$ East, a distance of 50.02 feet to the West right of way line of Apapka Vineland Road; thence continue South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 322.38 feet along said West right of way line for a POINT OF BEGINNING; thence continue along said West right of way line, South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 160.37 feet; thence departing said West right of way line, North $44^{\circ} 53^{\prime} 18^{\prime \prime}$ West, a distance of 55.04 feet; thence North $00^{\circ} 06^{\prime} 23^{\prime \prime}$ East, o distance of 82.64 feet; thence North $44^{\prime} 54^{\prime} 40^{\prime \prime}$ East, a distance of 54.78 feet to the POINT of beginning.

Containing 4714 square feet more or less.

## SURVEYORS REPORT

1. Bearings shown herean are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South, Range 28 East being North 89:54'14" East.
2. I have reviewed the First American title search report \#2037-3170(349-423), dated Moy 21, 2014 and all recorded encumbronces, except liens, identified in the title seorch report hove been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-.052 requirements.
4. Not valid without the raised seal and signoture of a Florida Licensed Surveyor and Mapper. Not valid without sheet 2



This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200
Project: Palm Parkway Connector
Parcel ID No.: Portion of 15-24-28-5844-00-130
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## UTILITY EASEMENT

(Parcel 801)
THIS INDENTURE, made this $\underline{t}^{\text {th }}$ day of January, 2019, between KERINA WILDWOOD, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of TEN DOLLARS ( $\$ 10.00$ ) and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement for utility purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, utilities and appurtenant facilities over, under, and upon the following described lands situate in Orange County aforesaid, to-wit:

## SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.
THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the utilities and appurtenant facilities out of and away from the granted easement, and the GRANTOR and its heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the utilities and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement that will not adversely affect the operation, maintenance and integrity of the utilities and appurtenant facilities.

This easement is for the purposes noted herein and will be maintained by the GRANTEE.

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

Signed, sealed and delivered in the presence of:

## "GRANTOR"

KERINA WILDWOOD, LLC, a Florida
limited liability company
Br: Kathleen Rall n

Print name: Kathleen Keller
Title: Manager

Witness 2 sign:


Witness 2 print name: Whthryn Smith
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF Orange
I HEREBY CERTIFY, that on this $4^{\text {th }}$ day of Jan vary, 2018, before me personally appeared Kathleen Keller, as Manager of KERINA WILDWOOD, LLC, a Florida limited liability company, to me known to be, or who produced as identification, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized, and that the official seal of said company is duly affixed thereto, and the said conveyance is the act and deed of said company. She is personally known to me or produced $\qquad$ as identification.
(NOTARY SEAL)


KATHRYN SMITH NOTARY PUBLIC STATE OF FLORIDA Comm\# GGO29284 Expires 9/12/2020


Typed or Printed Notary Name Notary Public - State of Florida Commission No.
My Commission Expires: $\qquad$

# Schedule "A" <br> to Utility Easement 

Legal Description of the Easement Area (Parcel 801)
[See attached Sketch and Legal Description]

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND <br> CONNECTOR ROAD PARCEL 801 <br> ESTATE: Perpetual Easement PURPOSE: Utility Easement 

PARCEL 801
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22, Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1464.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 50.02 feet to the West right of way line of Apopka Vineland Road; thence continue South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 482.75 feet along said West right of way line; thence departing said West right of way line, North $44^{\circ} 59^{\prime} 18^{\prime \prime}$ West, a distance of 28.65 feet to the POINT OF BEGINNING; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 38.69 feet; thence North $00^{\circ} 06^{\prime} 23^{\prime \prime}$ East, a distance of 108.88 feet; thence North $89^{\circ} 41^{\prime} 43^{\prime \prime}$ East, a distance of 27.46 feet; thence South $44^{\circ} 54^{\prime} 40^{\prime \prime}$ West, a distance of 10.59 feet; thence South $00^{\circ} 05^{\prime} 23^{\prime \prime}$ West, a distance of 82.64 feet; thence South $44^{\circ} 59^{\prime} 18^{\prime \prime}$ East, a distance of 26.39 feet to the POINT OF BEGINNING.

Containing 2381 square feet, more or less.

## SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Ronge 28 Eost being North 89'54'14" Eost.
2. I hereby certify that the "Sketch of Description" of the above described property is true ond correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.


SKETCH OF DESCRIPTION

## PALM PARKWAY TO APOPKA-VINELAND

 CONNECTOR ROADPARCEL 801

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST


This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

## Project: Palm Parkway Connector

Parcel ID No.: Portion of 15-24-28-5844-00-2 11
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## DRAINAGE EASEMENT <br> (Parcel 802D)

THIS DRAINAGE EASEMENT is made and entered this $4^{\text {th }}$ day of January, 2019, by KERINA WILDWOOD, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 ("Grantor"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose post office address is Box 1393, Orlando, Florida 32802-1393 ("Grantee").

## WITNESSETH:

THAT GRANTOR, in consideration of the sum of Ten and No/100 Dollars ( $\$ 10.00$ ) and other valuable considerations, paid by Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to Grantee and its assigns, a nonexclusive easement for drainage purposes (the "Drainage Easement"), with full authority to enter upon, construct and maintain, as Grantee and its assigns may deem necessary, a drainage ditch, pipe, or facility (the "Drainage Facilities") over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

## SEE ATTACHED EXHIBIT "A" (the "Easement Area")

TO HAVE AND TO HOLD said easement unto Grantee and its assigns forever.
Grantee and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the Grantor, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

IN WITNESS WHEREOF, Grantor has executed this Drainage Easement on the day and year first written above.

Signed, sealed and delivered in the presence of:

## "GRANTOR"

KERINA WILDWOOD, LLC, a Florida limited liability company

Witness 1 sign: Cristina Ruiz Wires 1 print tame: Cutting Rue
wires si sign $\neq \delta$
Witness print ane: 1 auth yin Smith
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF orange
The foregoing instrument was acknowledged before me this $4 \underline{\underline{~}}$ day of Janvuny , 2019, by Kathleen Keller, as Manager of Kerina Wildwood, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced $\qquad$ as identification.


Typed or Printed Notary Name
Notary Public - State of Florida
Commission No.
My Commission Expires: $\qquad$

# Exhibit "A" <br> to Drainage Easement <br> <br> Legal Description of Easement Area 

 <br> <br> Legal Description of Easement Area}
(Parcels 802D)
[See attached Sketch and Legal Descriptions]

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 8020 <br> ESTATE: Perpetual Easement PURPOSE: Drainage Easement 

PARCEL 802D
A Portion of MUNGER LAND COMPANY, according to the Plat thereof os recorded in Plot Book E, Poge 22, in Section 15 , Township 24 South. Range 28 East, of the Public Records of Orange County. Florida, being more particularly described as follows:

Commence of the Northwest corner of the Northeast quorter of Section 15, Township 24 South, Ronge 28 Eost, Orange County. Florida; thence South $00^{\circ} 20^{\prime} 41^{\prime \prime}$ West, a distance of 1343.30 feet along the West line of said Northeost quarter of Section 15; thence departing said West line, South $8^{\circ} 18^{\prime} 29^{\prime \prime}$ Ecst, a distance of 305.49 feet for a POINT OF BEGINNING. said Point of Beginning being the Southwest corner of the Eost 25.00 feet of Lot 25 as shown on MUNGER LAND COMPANY as recorded in Plot Book E, Page 22, Public Records of Orange County. Florida; thence North $00^{\circ} 18^{\prime} 02^{\prime \prime}$ East, a distance of 25.00 feet along the West line of said East 25.00 feet to a point on a line parallel with and 25.00 feet North of, when measured perpendicular to the South line of soid Lot 25 ; thence South $89^{\prime} 18^{\prime} 29^{\prime \prime}$ East, a distance of 152.71 feet along said parallel fine; thence departing said porallel line South $00^{\prime} 41^{\prime} 31^{\prime \prime}$ West, a distance of 5.00 feet; thence South $89^{\circ} 18^{\prime} 29^{\prime \prime}$ East, a distance of 148.96 feet; thence North $56^{\circ} 22^{\prime} 01^{\prime \prime}$ West, a distance of 22.36 feet; thence North $32^{\prime 2} 23^{\prime} 39^{\prime \prime}$ East, a distance of 20.00 feet; thence South $566^{\prime 2} 22^{\prime \prime} 01^{\prime \prime}$ East, a distance of 34.59 feet; thence North $56^{\prime} 42^{\prime} 56^{\prime \prime}$ East, a distance of 8.80 feet; thence North $08^{\prime} 23^{\prime} 53^{\prime \prime}$ West, a distance of 61.07 feet; thence North $13^{\circ} 08^{\prime} 34^{\prime \prime}$ East, a distance of 32.13 feet: thence North $00^{\prime} 27^{\prime} 47^{\prime \prime}$ East, a distance of 63.60 feet; thence North 12*02'14" East, a distance of 58.78 feet; thence North $33^{\circ} 51^{\prime} 55^{\prime \prime}$ West; a distance of 4.52 feet to the point of curvature of a non-tangent curve concave Southeasterily, having a radius of 44.00 feet, a central angle of $130^{\prime} 29^{\prime} 06^{\prime \prime}$ and a chord bearing of North $71^{\prime} 31^{\prime} 49^{\prime \prime}$ East; thence run Northeasteriy a distance of 100.21 feet to a point on a line parallel with and 35.00 feet Southwesterly of, when measured perpendiculor to, the Northerly boundary of that certain parce! of land as described and recorded in Official Records Book 9846, Page 315, Public Records of Orange County, Florida; thence olong said parallel line South $43^{\circ} 13^{\prime} 20^{\prime \prime}$ East, a distance of 19.63 feet; thence leoving said parallel line North $24^{\circ} 00^{\prime} 52^{\prime \prime}$ East, a distance of 37.96 feet to a point on the aforesaid Northerly line: thence olong soid Northerly line South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 91.90 feet; thence deporting said Northerly line South $46^{\prime} 46^{\prime} 40^{\prime \prime}$ West, a distance of 35.00 feet; thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 2.81 feet to the point of curvature of a tangent curve concave Northeasterly, having a radius of 801.00 feet; thence Southeasterly along the or of soid curve through o centrol angle of $14^{\prime \prime} 15^{\prime} 21^{\prime \prime}$, a distance of 199.30 feet to o point of curvature of a reverse curve concave Westerly, having a radius of 44.00 feet; thence Southerly along the arc of said curve through a central angle $148^{\circ} 09^{\prime} 46$ ", a distance of 113.78 feet to a point on the South line Lot 27 as shown on the oforesaid MUNGER LAND COMPANY; thence North $89^{\prime \prime} 18^{\prime} 29^{\prime \prime}$ West, a distance of 586.57 feet along said South line of Lots 27 and 26 to the Southwest corner of said Lot 26 ; thence departing said South line South $00^{\prime \prime} 18^{\prime} 02^{\prime \prime}$ West, a distance of 1047.39 feet along the East line of Lots 40 and 57 as shown on said MUNGER LAND COMPANY; thence departing said Eost line South $53^{\prime} 00^{\prime} 17^{\prime \prime}$ West, a distance of 190.08 feet to the point of curvature of a curve concave Northeosterly, having a radius of 40.00 feet; thence Northwesteriy along the arc of said curve through a central angle of $127^{\prime} 20^{\prime} 08^{\prime \prime}$, a distance of 88.90 feet to a point on the West line of that certain parcel of land as described and recorded in Official Racords Book 9846 , Poge 315, Public Records of Orange County, Florida; thence North $00^{\prime} 20^{\prime} 25^{\prime \prime}$ East, a distance of 773.90 feet olong said West line; thence departing soid West line South $88^{\prime} 46^{\prime} 50^{\prime \prime}$ Eost, a distance of 24.36 feet; thence North $82^{\circ} 51^{\prime} 10^{\prime \prime}$ East, a distance of 25.33 feet; thence South $89^{\prime} 38^{\prime} 32^{\prime \prime}$ East, a distance of 140.45 feet to a point on the oforesaid West line of the Eost 25.00 feet of Lot 40 ; thence North $00^{\circ} 18^{\prime} 02^{\prime \prime}$ East, a distance of 354.23 feet to the POINT OF BEGINNING.

Containing 5.691 acres, more or less.

## SURVEYORS REPORT

1. Beorings shown hereon are bosed on the West line of the Northeast $1 / 4$ of Section 15, Township 24 South, Range 28 East being South $00^{\prime} 20^{\prime} 41^{\prime \prime}$ West.
2. I hove reviewed the First American title seorch report \#2037-3170(354), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief os recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the raised seal and signature of o Florida Licensed Surveyor and Mapper.
5. Not valid without sheets 2-5



## SKETCH OF DESCRIPTION <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 802 D

kerina viliage llc
PARCEL ID \# 15-24-28-5844-00-050 O.R.B. 9858, PG. 2576

## SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST




# APPROVED <br> BY ORANGE COUNTY BOARD <br> OE COUNTY COMMISSIONERS 

This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

Project: Palm Parkway Connector
Parcel ID No.: Portion of Parcel 15-24-28-5844-00-211
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## SLOPE EASEMENT <br> (Parcel 802B)

THIS SLOPE EASEMENT AGREEMENT (this "Agreement") is made and entered this $4^{\text {th }}$ day of January, 2019, by and between KERINA WILDWOOD, LLC., a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 ("Grantor"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393 ("Grantee"). This Agreement is effective as of the date of execution by the last of the parties to this Agreement ("Effective Date").

## WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Orange County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Easement Area"); and

WHEREAS, the Grantee is the owner in fee simple of certain real property located in Orange County, Florida, more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Benefited Property"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive slope easement, not to exceed twenty (20) feet in width, over, upon and across the Easement Area for the specific and limited purposes hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and no/100 Dollars ( $\$ 10.00$ ) paid by Grantor to the Grantee, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby create, grant, convey and declare to exist the following easements and rights of use and by its acceptance hereof Grantee hereby agrees as follows:

Section 1. The above recitals are true and correct, form a material part of this easement and are incorporated herein by reference.

Section 2. Grantor hereby declares, creates, grants, conveys and imposes to Grantee a nonexclusive slope easement, not to exceed twenty (20) feet in width, over, upon and across the

Easement Area for the purposes hereinafter stated (the "Easement"), all subject to the terms, conditions and limitations set forth within.

Section 3. Grantee's use of the Easement Area shall be for the purpose of Grantee, through itself, its agents, contractors, consultants and employees constructing a side-slope to support improvements to the Benefited Property as part of the development of the Benefited Property over, through or under the Easement Area, with the privilege of entering upon the Easement Area for the purpose of maintaining, operating and repairing said side slope, together with the rights, easements, privileges and appurtenances in or to said Easement Area which may be required for the full enjoyment of the rights herein granted. Notwithstanding the foregoing, this Easement is granted upon the condition that the sloping and/or grading upon the Easement Area shall not extend beyond the Easement Area and that all grading or sloping shall conform to all existing structural improvements within the Easement Area and all work will be performed in such a manner that existing structural improvements, if any, will not be damaged.

Section 4. The Grantee, as owner in fee simple of the Benefited Property, shall be responsible for and by its acceptance hereof, hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain in good order and repair and in compliance with all applicable governmental requirements for the benefit of all the Benefited Property, whether such facilities were initially constructed by the Grantor or Grantee; however the Grantee shall issue a right-of-way utilization permit to any adjoining property owner that desires to supplement the County's landscaping or maintenance of the Easement Area.

Section 5. The easements hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the Benefited Property and all mortgages of any portion thereof.

Section 6. The easements hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of maintenance, operation, repair and construction within the Easement Area.

Section 7. With or without specific reference thereto, the conveyance of an interest in any portion of the Easement Area and the Benefited Property shall be subject to the respective burdens and benefits of the easements hereby created and granted to the same extent as if all the terms of this instrument were set forth in such conveyance in full.

Section 8. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Benefited Property and the easement areas, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.

IN WITNESS WHEREOF, Grantor has executed this Slope Easement Agreement on the day and year first written above.

Signed, sealed and delivered in the presence of:

Wires 1 sign: Cuitinuquiz
Witness 1 print name: Cristina Ruiz
Witness 2 sign:


Witness 2 print name: Luthitn Smith
"GRANTOR"
KERINA WILDWOOD, LLC, a Florida limited liability company


Print name: Kathleen Keller
Title: Manager
(Signature of TWO witnesses required by Florida law)

## STATE OF FLORIDA <br> COUNTY OF orange

The foregoing instrument was acknowledged before me this $4^{\text {th }}$ day of January , 201 by Kathleen Keller, as Manager of KERINA WILDWOOD, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced $\qquad$ as identification.

## (NOTARY SEAL)



Typed or Printed Notary Name
Notary Public - State of Florida
Commission No.
My Commission Expires: $\qquad$

Exhibit "A"<br>to Slope Easement<br>Legal Description of Easement Area<br>(Parcel 802B)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 802B <br> ESTATE: Perpetual Easement PURPOSE: 20' Slope Ecsement 

## PARCEL 802 B

A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22 in Section 15. Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime 1} 14^{\prime \prime}$ East, a distance of 1614.82 feet olong the North line of the Northwest quarter of said Section 15; thence departing said North line, South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Road; thence continue South 00.01'47" East, a distance of 471.54 feet along said East right of way line; thence departing said East right of way line, North 44.40'11" East, a distance of 6.72 feet for a POINT OF BEGINNING; thence continue North $44^{\prime \prime} 40^{\prime \prime} 11^{\prime \prime}$ East, a distance of 28.28 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 987.13 feet to the point of curvature of a curve concave Southwesterly, having a radius of 666.00 feet; thence Southeasterly along the arc of said curve through a central angle of $47^{\circ} 06^{\prime \prime} 30^{\prime \prime}$, a distance af 547.58 feet to the point of tangency; thence South $43^{\prime \prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 765.00 feet; thence Southeasterly along the arc of said curve through a central angle of $40^{\prime} 10^{\prime} 16^{\prime \prime}$, a distance of 537.06 feet to a point on the South line of Lot 28 as shown on MUNGER LAND COMPANY as recorded in Plat Book E, Page 22, Public Records of Orange County, Florida; thence North $89^{\prime} 18^{\prime} 29^{\prime \prime}$ West, a distance of 114.12 feet along said South line to a point on a non-tangent curve concave Nartheasterly, having a radius of 786.00 feet and a chord bearing of North $59^{\circ} 09^{\prime} 21^{\prime \prime}$ West; thence run Northwesterly along the arc of said curve, through a central angle of $31^{\prime} 52^{\prime} 03^{\prime \prime}$, a distance of 437.17 feet to the point of tangency; thence North $43^{\prime \prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to the point of a curve concove Southwesterly, hoving a rodius of 646.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $47^{\circ} 05^{\prime} 30^{\prime \prime}$, a distance of 531.14 feet to the point of tangency; thence South $89^{\prime} 40^{\prime} 11^{\prime \prime}$ West, a distance of 1007.13 feet to the POINT OF BEGINNING.

Containing 1.190 ocres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon ore based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime 1} 14^{\prime \prime}$ East.
2. I have reviewed the First American title search report \#2037-3170(354), dated May 21. 2014 and all recorded encumbrances, except liens, identified in the title search report hove been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Stondards of fractice for Land Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper. Not valid without sheets 2-6







## Exhibit "B"

to Slope Easement (Parcel 802B)
Legal Description of Benefited Property (Parcel 108)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 108 <br> ESTATE: Fee Simple <br> PURPOSE: Road Right of Way 

PARCEL 108
A Portion of MUNGER LAND COMPANY, according to the Plot thereof as recorded in Plat Book E, Page 22, in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County. Florida, being mare particularly described as follows:

Commence ot the Northwest corner of Section 15, Township 24 South. Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Road; thence continue South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 320.44 feet along said East right of way line for a POINT OF BEGINNING, said Point of Beginning being a point on the Southerly line of that certain parcel of land as described and recorded in Official Record's Book 9858, Page 2576, Public Records of Orange County, Florida; thence departing said East right of way line run aiong said Southerly line with the following seven (7) courses: South $45{ }^{\circ} 19^{\prime} 49^{\prime \prime}$ East, a distance of 20.29 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 548.84 feet; thence South
 curvature of a curve concave Southwesterly, having a radius of 766.00 feet; thence Southeasterly along the arc of said curve through a central angle of $47^{\prime} 06^{\prime} 30^{\prime \prime}$, a distance of 629.80 feet to the point of tangency; thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 666.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\circ} 27^{\prime \prime} 13^{\prime \prime}$, a distance of 493.48 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the aforesaid Section 15; thence leaving said Southerly line run South $00^{\prime} 10^{\prime} 40$ " West, a distance of 97.26 feet along said East line to the Southeast corner of the Northwest quarter of the Northeast quarter; thence leaving said East line run North 89*18'29" West, a distance of 37.62 feet aiong the South line of said Northwest quarter of the Northeast quarter to the Easterly most corner of that certain parcel of land as described and recorded in Official Records Book 9846, Page 315, Public Records of Orange County, Florida, said Easterly most corner being a point on a non-tangent curve concave Northeasterly, having a radius of 766.00 feet and a chord bearing of North $63^{\prime} 18^{\prime} 28^{\prime \prime}$ West; thence run Northwesterly along the arc of said curve and the Northerly line of said parcel of land, through a central angle of $40^{\prime \prime} 10^{\prime} 16^{\prime \prime}$, a distance of 537.06 feet to the point of tangency; thence North $43^{\prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet along said Northerly line to the point of curvature of a curve concave Southwesterly, having a radius of 666.00 feet; thence Northwesterly along the arc of said curve and said Northerly line through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distonce of 547.58 feet to the point of tangency; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 987.13 feet along said Northerly line; thence South $44^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 35.00 feet along said Northerly line to the oforesaid East right of way line of Apopka Vineland Road; thence leaving soid Northerly line run North $00{ }^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ West, a distance of 151.10 feet along said East right of way line to the POINT OF BEGINNING.

Less and except any portion thereof lying in or across Granby Street, a Public Road Right-of-Way, according to a Right-of-Way Agreement, os recorded in Official Records Book 715, Poge 549, in the Public Records of Oronge County, Florida.

Containing 6.392 acres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South. Range 28 East being North 89*54'14" East.
2. I have reviewed the First American tite search report \#2037-3170(423), dated May 21, 2014 and all recorded encumbronces, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief os recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER $5 \mathrm{~J}-17.050-.052$ requirements.
4. Vot valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper. Not valid without sheet 2 \& 3

| Revision: 06/17-5/18 | Address Comments-Revised description S.S. |
| :--- | :---: |
| Revision: $8 / 16-4 / 17$ | Revised Description REJ-Parcel Ownership S.S |
| Revision: $12 / 2014$ | Orange County comments CBvG |



MAPPING CORPORATON
Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that
THIS IS NOT A SURVEY.

6500 All American Boulevard
Orlando. Forida $32810-4350$




This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200
Project: Palm Parkway Connector
Parcel ID No.: Portion of 15-24-28-5844-00-211
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B-4.014(13).

## PEDESTRIAN AND LANDSCAPE EASEMENT (Parcel 802C)

THIS INDENTURE, made and executed this $4^{\text {th }}$ day of January, 2019, by KERINA WILDWOOD, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 328021393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $\$ 1.00$ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a perpetual, non-exclusive easement for the purposes of landscaping, pedestrian access, sidewalk, multi-purpose path, drainage, and utilities with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, landscaping, pedestrian access, sidewalk, multi-purpose path, drainage, utilities, and appurtenant facilities over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

## SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD said easement unto said GRANTEE and its successors and assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the easement and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the landscaping, pedestrian access, sidewalk, multi-purpose path, drainage, utilities, and appurtenant facilities,

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement that will not adversely affect the operation, maintenance and integrity of the pedestrian/sidewalk, multi-purpose path, drainage, utility, landscaping, and appurtenant facilities.

This easement is for the purposes noted herein and will be maintained by the GRANTEE.
IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

## "GRANTOR"

KERINA WILDWOOD, LLC, a Florida limited liability company

Witness 1 sign: $\qquad$ CutinuRuB 3
By:


Witness 1 print name: Cristina Ruiz
Print name: Kathleen Keller
Title: Manager

Witness 2 sign: $\qquad$
Witness 2 print name: $\operatorname{lu}$ thy Smith
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF orange
The foregoing instrument was acknowledged before me this $4^{\text {th }}$ day of Janvery , $201 \%$ by Kathleen Keller, as Manager of KERINA WILDWOOD, LLC, a Florida linted liability company, on behalf of said company. She is personally known to me or produced $\qquad$ as identification.


Typed or Printed Notary Name
Notary Public - State of $\qquad$
KATHRYN SMITH NOTARY PUBLIC STATE OF FLORIDA Comm Geezers Expires 9/12/2020

## Schedule "A"

to Pedestrian and Landscape Easement
Legal Description of the Easement Area
(Parcel 802C)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 802 C <br> ESTATE: Perpetual Eosement <br> PURPOSE: 20' Pedestrian/Landscape Easement 

## PARCEL 802 C

A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22 in Section 15, Township 24 South, Range 28 Eost, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East. Orange County, Florida; thence North $89^{\circ} 54^{\prime 1} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, South $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Road; thence continue South 00.01'47" East, a distance of 471.54 feet along said East right of way line for a POINT OF BEGINNING; said Point of Beginning being to a point on the Northerly tine of that certain parcel of land as described and recarded in Official Records Book 9846. Page 315, Public Records of Orange County, Florida; thence departing said East right of way line along said Northerly line run North $44^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 13.79 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 1002.13 feet to the point of curvature of a curve concave Southwesterly, having a radius of 651.00 feet; thence Southeasterly along the arc of said curve through a central angle of $47^{\circ} 06^{\prime} 30$ ", a distance of 535.25 feet to the point of tangency; thence South $43^{\circ} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 781.00 feet; thence Southeasterly along the arc of said curve through a central angle of $33^{\prime 2} 23^{\prime} 44^{\prime \prime}$, a distance of 455.22 feet to a point on the South line of Lot 28 as shown on MUNGER LAND COMPANY as recorded in Plat Book E, Page 22, Public Records of Orange County, Florida; thence North $89^{\circ} 18^{\prime 2} 29^{\prime \prime}$ West, a distance of 75.57 feet along said South line to a point on a non-tangent curve concave Northeasterly, hoving a radius of 801.00 feet and a chord bearing of North $577^{\prime} 16^{\prime} 47^{\prime \prime}$ West; thence run Northwesterly along the arc of said curve, through a central angle of $28^{\circ} 06^{\prime} 54^{\prime \prime}$, a distance of 393.05 feet to the point of tangency; thence North $43^{\circ} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to the point of a curve concave Southwesterly, having a radius of 631.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 518.81 feet to the point of tongency; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 1011.93 feet to a point on the aforesaid East right of way line of Apopka Vineland Road; thence North $00^{\circ} 01^{\prime} 47^{\prime \prime}$ West, a distance of 10.25 feet along said East right of way line for a POINT OF BEGINNING

Containing 1.164 acres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East.
2. I have reviewed the First American title search report \#2037-3170(354), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER $5 \mathrm{~J}-17.050-.052$ requirements.
4. Not valid without the raised seal and signature of a Florido Licensed Surveyor and Mapper. Not valid without sheets 2-6







This Instrument was prepared by, and upon recording please return to: James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

PROIECT: Palm Parkway CONNECTOR
Parcel ID No.: Portion of 15-24-28-5844-00-211
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## TRANSIT, PEDESTRIAN AND UTILITY EASEMENT

(Parcel 802A)
THIS INDENTURE, made this $4^{\text {th }}$ day of January, 2019, between KERINA WILDWOOD, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of TEN DOLLARS ( $\$ 10.00$ ) and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement for public right-of-way, traffic signals, traffic signs, sidewalk, multipurpose path, utility, and drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities over, under, and upon the following described lands situate in Orange County aforesaid, to-wit:

## SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.
THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities out of and away from the granted easement, and the GRANTOR and its heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement that will not adversely affect the operation, maintenance and integrity of the roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities.

This easement is for the purposes noted herein and will be maintained by the GRANTEE.

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

Signed, sealed and delivered in the presence of:

## "GRANTOR"

KERINA WILDWOOD, LLC, a Florida limited liability company

Witness 1 sign: CuTtinatuz
witness 1 print name: Cristina \&uiz

Witness 2 sign:


Witness 2 print name: kuthry $\cap$ Smith


Print name: Kathleen Keller
Title: Manager
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA COUNTY OF Dranqe
I HEREBY CERTIFIY, that on this $4^{\text {th }}$ day of Janvary , 2014, before me personally appeared Kathleen Keller, as Manager of KERINA WILDWOOD, LLC, a Florida limited liability company, to me known to be, or who produced identification, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized, and that the official seal of said company is duly affixed thereto, and the said conveyance is the act and deed of said company. She is personally known to me or produced $\qquad$ as identification.
(NOTARY SEAL)


Notary Public Signature
Typed or Printed Notary Name
Notary Public - State of $\qquad$
Commission No.
My Commission Expires: $\qquad$

## Schedule "A"

to Transit, Pedestrian and Utility Easement
Legal Description of the Easement Area
(Parcel 802A)
[See attached Sketch and Legal Description]

# SCHEDULE "A" PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD <br> PARCEL 802A <br> ESTATE: Perpetual Eosement <br> PURPOSE: $15^{\prime}$ Transit/Pedestrian/Utility Easement 

PARCEL 802A
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particulorly described os follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of soid Section 15; thence departing said North line. South $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Rood; thence continue South 00.01'47" East, a distance of 471.54 feet along said East right of way line to a point on the Northerly line of thot certain parcel of land as described and recorded in Official Records Book 9846, Page 315, Public Records of Orange County, Florida; thence departing said East right of way line run along said Northerly boundary with the following six (6) courses: North $44^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 13.79 feet for a POINT OF BEGINNING; thence continue North $44^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 21.21 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 987.13 feet to the point of curvature of a curve concave Southwesterly, hoving a rodius of 666.00 feet; thence Southeasterly along the arc of said curve through a central angle of $47^{\prime} 06^{\prime} 30^{\prime \prime}$, a distance of 547.58 feet to the point of tangency; thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distonce of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a rodius of 766.00 feet; thence Southeasterly along the arc of said curve through a central angle of $40^{\prime} 10^{\prime} 16^{\prime \prime}$, a distance of 537.06 feet to a point on the South line of Lot 28 as shown on MUNGER LAND COMPANY os recorded in Plat Book E, Page 22, Public Records of Orange County, Florida; thence leaving said Northerly line, run North $89^{\circ} 18^{\prime} 29^{\prime \prime}$ West, a distance of 92.63 feet along said South line to a point on a non-tangent curve concave Northeasterly, having a radius of 781.00 feet and a chord bearing of North $59^{\circ} 55^{\prime} 12^{\prime \prime}$ West; thence run Northwesterly along the arc of said curve, through a central angle of $33^{\prime} 23^{\prime} 44^{\prime \prime}$, a distance of 455.22 feet to the point of tongency; thence North $43^{\circ} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to the point of a curve concave Southwesterly, having a radius of 651.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 535.25 feet to the point of tangency; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 1002.13 feet to the POINT OF BEGINNING.

Containing 0.896 acres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East.
2. I have reviewed the First American title search report \#2037-3170(354). dated May 21, 2014 and all recorded encumbrances, except liens, identified in the titie search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drown under my direction and that it meets the Stondards of Practice for Lond Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the raised seal and signoture of a Florida Licensed Surveyor and Mapper. Not valid without sheets 2-6



## PALM PARKWAY TO APOPKA-VINELAND

 CONNECTOR_ROAD PARCEL 802A





#### Abstract

APPROVED BY ORANGE COUNTY BOARD OE COUNTY COMMISSIONERS FEB 262019 This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq. Shutts \& Bowen LLP 300 South Orange Avenue, Suite 1600 Orlando, Florida 32801 Telephone: (407) 423-3200

Project: Palm Parkway Connector Parcel ID No.: Portion of 15-24-28-5844-00-130, and Portion of 15-24-28-5844-00-211

This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).


## TEMPORARY CONSTRUCTION EASEMENT (Parcels 701, 702A, and 702B)

FOR AND IN CONSIDERATION of TEN DOLLARS (\$10.00), other valuable considerations, and of the benefits accruing to us, we, KERINA WILDWOOD, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 ("Grantor"), does hereby give, grant, bargain and release to ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, FL 32802-1393 ("Grantee"), a temporary easement to enter upon the portion of lands of the Grantor being described as follows:

## SEE ATTACHED EXHIBIT "A" (the "Easement Area").

and to perform such tying in, harmonizing, sloping and grading Grantor's property with adjacent improvements of Grantee as Grantee, its agents, employees, and representatives may deem necessary or proper.

THE EASEMENT is granted upon the condition that all sloping, grading and/or construction activities upon the above land shall not extend beyond the limits outlined, and that all grading, sloping or construction activities shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural improvements will not be damaged.

THIS EASEMENT shall expire upon the completion of the construction of said project, or after seven (7) years, whichever occurs first.
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Temporary Construction Easement on the day and year first written above.

Signed, sealed and delivered in the presence of the following witnesses:

## Cuitinatzuz <br> Witness 1 Sign

Cristina Ruiz
Witness 1 Printed Name
Kathryn Smith
Witness 2 Sign
Witness 2 Printed Name
(Signature of TWO Witnesses required by Florida Law)

STATE OF FLORIDA


The foregoing instrument was acknowledged before me this $\frac{4^{t h}}{}$ day of
January $\quad 2019$, by Kathleen Keller, as Manager of Kerina Wildwood, LLC, a Florida
limited liability company, on behalf of said company. She is personally known to me, or has
produced
The foregoing instrument was acknowledged before me this 4 th day of
January $\quad 2019$, by Kathleen Keller, as Manager of Kerina Wildwood, LLC, a Florida
limited liability company, on behalf of said company. She is personally known to me, or has
produced
The foregoing instrument was acknowledged before me this $\frac{4 \text { th }}{}$ day of
January $\quad 2019$, by Kathleen Keller, as Manager of Kerina Wildwood, LLC, a Florida
limited liability company, on behalf of said company. She is personally known to me, or has
produced
The foregoing instrument was acknowledged before me this $\frac{y^{t h}}{}$ day of
January $\quad 2019$, by Kathleen Keller, as Manager of Kerina Wildwood, LLC, a Florida
limited liability company, on behalf of said company. She is personally known to me, or has
produced
$\qquad$
The foregoing instrument was acknowledged before me this $\frac{y^{t h}}{}$ day of
January $\quad 2019$, by Kathleen Keller, as Manager of Kerina Wildwood, LLC, a Florida
limited liability company, on behalf of said company. She is personally known to me, or has
produced

## (NOTARY SEAL)



## "Granter"

KERINA WILDWOOD, LLC, a Florida
limited liability company
By:


Printed Name: Kathleen Keller
Title: Manager -

Notary/Public Signature
lathery Smith
Typed or Printed Notary Name
Notary Public - State of Florida
Commission No. $\qquad$
My Commission Expires: $\qquad$

## Exhibit "A"

to Temporary Construction Easement
Legal Description of the Easement Area
(Parcel 701, 702A, and 702B)
[See attached Sketch and Legal Description]

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 701 

ESTATE: Temporary Construction Easement PURPOSE: Temporary Construction

PARCEL 701
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22, Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1464.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 50.02 feet to the West right of way line of Apopka Vineland Rood; thence continue South $00^{\circ} 01^{\prime 4} 47^{\prime \prime}$ East, a distance of 482.75 feet along said West right of way line; thence departing said West right of way line, North $44^{\circ} 59^{\prime} 18^{\prime \prime}$ West, a distance of 28.65 feet; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 38.69 feet to the POINT OF BEGINNING; thence South 00.06'23" West, a distance of 2.50 feet; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 39.94 feet; thence North $00^{\circ} 19^{\prime} 49^{\prime \prime}$ West, a distance of 20.00 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distonce of 40.09 feet; thence South $00^{\circ} 06^{\prime} 23^{\prime \prime}$ West, a distance of 17.50 feet to the POINT OF BEGINNING.

Containing 800 square feet, more or less.

## SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Range 28 East being North 89.54'14" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.



# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 702A <br> ESTATE: Temporory Eosement <br> PURPOSE: Temporary Construction 

## PARCEL 702A

A Portion of MUNGER LAND COMPANY, according to the Plat thereof, as recorded in Plat Book E, Poge 22 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County. Florida, being more particularly described as follows:

COMMENCE of the Northwest corner of the Northeast quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence South $89^{\prime} 54^{\prime} 14^{\prime \prime}$ West, a distance of 338.12 feet along the North line of the Northwest $1 / 4$ of said Section 15, to the Northeost corner of Lot 10, MUNGER LAND COMPANY. according to the plat thereof, as recorded in Plat Book E, Page 22, Public Records of Orange County, Florida; thence South $00^{\circ} 13^{\prime} 37^{\prime \prime}$ West, a distance of 493.71 feet along the East line of said Lot 10 , to a point on the Northerly boundary of that certain parcel of land as described and recorded in Official Records Book 9846, Page 315, Public Records of Orange County, Florida; thence West along said Northerly line run South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 18.57 feet to the POINT OF BEGINNING; thence departing said line South $00^{\circ} 19^{\prime} 49^{\prime \prime}$ East, a distance of 40.25 feet; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 82.82 feet; thence North $00^{\circ} 19^{\prime \prime} 49^{\prime \prime}$ West, a distance of 40.25 feet to a point on the oforesaid Northerly boundary; thence along said Northerly boundary run North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 82.82 feet, to the FOINT OF BEGINNING.

Containing 3,333 square feet, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Range 28 East being South $89^{\circ} 54^{\prime \prime} 14^{\prime \prime}$ West.
2. I have reviewed the First American title search report \#2037-3170(354), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or notec.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER $5 \mathrm{~J}-17.050-.052$ requirements.
4. Not volid without the raised seal and signoture of a Florida Licensed Surveyor and Mapper. Not valid without sneet 2



# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD <br> PARCEL 702 B <br> ESTATE: Temporary Easement <br> PURPOSE: Temporary Construction 

PARCEL 702 B
A Portion of MUNGER LAND COMPANY, according to the Plat thereof, as recorded in Plat Book E, Page 22 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County. Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast $1 / 4$ of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence South $88^{\circ} 55^{\prime} 03^{\prime \prime}$ East, a distance of 643.81 feet along the North line of said Northeast $1 / 4$ of Section 15; thence departing said North line, South $01^{\prime} 04^{\prime} 57^{\prime \prime}$ West, a distance of 919.73 feet to the POINT OF BEGINNING; also being a point on the Northerly line of that certain parcel of land as described and recorded in Official Records Book 9846, Page 315, Public Records of Orange County, Florida; thence South $43^{\circ} 13^{\prime} 20^{\prime \prime}$ East, a distance of 112.81 feet along said Northerly line; thence departing said Northerly line, South $46^{\circ} 46^{\prime} 40^{\prime \prime}$ West, a distance of 92.36 feet to a point of curvature of a curve concave Northerly, having a radius of 15.00 feet and a central angle of $99^{\circ} 21^{\prime} 25^{\prime \prime}$; thence Westerly along the arc of soid curve a distance of 26.01 feet; thence North $33^{\circ} 51^{\prime} 55^{\prime \prime}$ West, a distance of 49.68 feet; thence North $177^{\circ} 38^{\prime} 52^{\prime \prime}$ West, o distance of 41.93 feet to a point of curvature of a curve concave Easterly, having a radius of 15.00 feet and a central angle of $64^{\circ} 25^{\prime} 32^{\prime \prime}$; thence Northerly along the arc of said curve a distance of 16.87 feet; thence North $46^{\circ} 46^{\circ} 40^{\prime \prime}$ East, a distance of 67.45 feet to the POINT OF BEGINNING.

Containing 10,942 square feet, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northeast $1 / 4$ of Section 15, Township 24 South, Range 28 East being South $88^{\circ} 55^{\prime} 03^{\prime \prime}$ East.
2. I have reviewed the First American title search report \#2037-3170(354), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the roised seal and signature of a Florida Licensed Surveyor and Mapper. Not valid without sheet 2

| Revision: $11 / 2016$ | Revised Sketch | BMD |
| :--- | :--- | :--- | :--- |
| Revision: $09 / 2016$ | Revised Sketch | BMD |
| Revision: $08 / 2016$ | Revised Sketch | REJ |
| Revision: $01 / 2015$ | Oronge County comments | CBvG |
| Revision: $12 / 2014$ | Oronge County comments | CBvG |




This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

## Project: Palm Parkway Connector

Parcel ID No.: Portion of 15-24-28-5844-00-050, and all of 15-24-28-5844-00-071

This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

SLOPE EASEMENT

(Parcel 807B)
THIS SLOPE EASEMENT AGREEMENT (this "Agreement") is made and entered this 4th day of January, 2019, by and between KERINA VILLAGE, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 ("Grantor"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393 ("Grantee"). This Agreement is effective as of the date of execution by the last of the parties to this Agreement ("Effective Date").

## WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Orange County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Easement Area"); and

WHEREAS, the Grantee is the owner in fee simple of certain real property located in Orange County, Florida, more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Benefited Property"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive slope easement, not to exceed twenty (20) feet in width, over, upon and across the Easement Area for the specific and limited purposes hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and no/100 Dollars (\$10.00) paid by Grantor to the Grantee, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby create, grant, convey and declare to exist the following easements and rights of use and by its acceptance hereof Grantee hereby agrees as follows:

Section 1. The above recitals are true and correct, form a material part of this easement and are incorporated herein by reference.

## Project: Palm Parkway Connector

Section 2. Grantor hereby declares, creates, grants, conveys and imposes to Grantee a nonexclusive slope easement, not to exceed twenty (20) feet in width, over, upon and across the Easement Area for the purposes hereinafter stated (the "Easement"), all subject to the terms, conditions and limitations set forth within.

Section 3. Grantee's use of the Easement Area shall be for the purpose of Grantee, through itself, its agents, contractors, consultants and employees constructing a side-slope to support improvements to the Benefited Property as part of the development of the Benefited Property over, through or under the Easement Area, with the privilege of entering upon the Easement Area for the purpose of maintaining, operating and repairing said side slope, together with the rights, easements, privileges and appurtenances in or to said Easement Area which may be required for the full enjoyment of the rights herein granted. Notwithstanding the foregoing, this Easement is granted upon the condition that the sloping and/or grading upon the Easement Area shall not extend beyond the Easement Area and that all grading or sloping shall conform to all existing structural improvements within the Easement Area and all work will be performed in such a manner that existing structural improvements, if any, will not be damaged.

Section 4. The Grantee, as owner in fee simple of the Benefited Property, shall be responsible for and by its acceptance hereof, hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain in good order and repair and in compliance with all applicable governmental requirements for the benefit of all the Benefited Property, whether such facilities were initially constructed by the Grantor or Grantee; however the Grantee shall issue a right-ofway utilization permit to any adjoining property owner that desires to supplement the County's landscaping or maintenance of the Easement Area.

Section 5. The easements hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the Benefited Property and all mortgages of any portion thereof.

Section 6. The easements hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of maintenance, operation, repair and construction within the Easement Area.

Section 7. With or without specific reference thereto, the conveyance of an interest in any portion of the Easement Area and the Benefited Property shall be subject to the respective burdens and benefits of the easements hereby created and granted to the same extent as if all the terms of this instrument were set forth in such conveyance in full.

Section 8. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Benefited Property and the easement areas, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Slope Easement Agreement on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness 1 sign: Cuitinatuß
Witness 1 print name: Cristina Ruiz

Witness 2 sign:


Witness 2 print name: Werthry/n Smith
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF Orange
The foregoing instrument was acknowledged before me this $4^{\text {th }}$ day of January, 2019, by Kathleen Keller, as Manager of KERINA VILLAGE, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced $\qquad$ as identification.


## "GRANTOR"

KERINA VILLAGE, LLC, a Florida limited liability company


Print name: Kathleen Keller
Title: Manager

## Exhibit "A"

to Slope Easement
Legal Description of Easement Area (Parcels 807B)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD <br> PARCEL 8078 <br> ESTATE: Perpetual Easement PURPOSE: 20' Slope Easement 


#### Abstract

PARCEL 8078 A Portion MUNGER LAND COMPANY, according to the Plot thereof os recorded in Plot Book E, Page 22 in Section 15 , Township 24 South, Range 28 East, of Public Records of Orange County, Florida, being more particularly described as follows:

Commence ot the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North $89{ }^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15 : thence departing said North fine, run South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the existing East right of way line of Apopka Vinelond Road; thence continue South $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ East, a distance of 314.79 feet along said East right of way line for the POINT OF BEGINNING; thence departing said East right of way line, run North $89.40^{\prime \prime} 11^{\prime \prime}$ East, a distance of 565.53 feet; thence South $76^{\circ} 50^{\prime} 05^{\prime \prime}$ East, a distance of 51.42 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 395.52 feet to the point of curvature of a curve concove Southwesterly, having a radius of 786.00 feet; thence Southeasterly aiong the arc of said curve through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 646.25 feet to the point of tangency; thence South $43^{\prime \prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature af a curve concave Northeasterly, having a radius of 646.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\prime} 19^{\prime} 30^{\prime \prime}$, a distance of 477.21 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the oforesaid Section 15; thence South $00^{\prime} 10^{\prime} 40^{\prime \prime}$ West, a distance of 20.05 feet along said East line to a point on the Southerly line of that certain parcel of land as described and recorded in Official Records Book 9858 , Page 2576 , Public Records of Orange County, Florida, said Southerly line being a non-tangent curve cancove Northeasterly and having a rodius of 666.00 feet; thence from a chord bearing of North $64^{\circ} 26^{\circ} 57^{\prime \prime}$ West, run along said Southerly line for the next seven (7) courses: thence Northwesterly along the arc of said curve, through a central angle of $427^{\prime 2} 13^{\prime \prime}$, a distance of 493.48 feet to the point of tongency, thence North $43^{\circ} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to a point of curvature of a curve concave Southwesterly, having a radius of 766.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 629.80 feet to the point of tangency; thence South $89.40^{\prime} 11^{\prime \prime}$ West, a distance of 397.89 feet; thence North $76^{\circ} 50^{\prime} 05^{\prime \prime}$ West, a distance of 51.42 feet; thence South 89.40'11" West, a distance of 548.84 feet; thence North $45^{\prime \prime} 9^{\prime \prime} 49^{\prime \prime}$ West, a distance of 20.29 feet to a point on the oforesaid existing East right of woy line of Apopka Vineland Road; thence leaving said Southerly line, run North $00^{\circ} 01^{\prime} 47^{\prime \prime}$ West, a distance of 5.65 feet along said East right of way line to the POINT OF BEGINNING.


Containing 1.243 acres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South, Range 28 East being North 89'54'14" East.
2. I have reviewed the First American title search report \#2037-3170(349), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drown under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER $5 J-17.050-.052$ requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mopper. Not valid without sheets $2-6$







## Exhibit "B"

to Slope Easement
Legal Description of Benefited Property
(Parcel 108)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 108 <br> ESTATE: Fee Simple <br> PURPOSE: Road Right of Way 

PARCEL 108
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Piot Book E, Page 22, in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County. Florida, being more particularly described as follows:

Commence ot the Northwest corner of Section 15, Township 24 South. Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime \prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet olong the North line of the Northwest quarter of said Section 15; thence departing said North line, South $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Road; thence continue South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 320.44 feet along said East right of way line for a POINT OF BEGINNING, said Point of Beginning being a point on the Southerly line of that certain parcel of land as described and recorded in Official Records Book 9858, Page 2576, Public Records of Orange County. Florida; thence departing said East right of way line run along said Southerly line with the following seven (7) courses: South 45* $19^{\prime} 49^{\prime \prime}$ East, o distance of 20.29 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 548.84 feet; thence South $76.50^{\prime} 05^{\prime \prime}$ East, a distance of 51.42 feet; thence North $89^{\circ} 40^{\prime \prime} 11^{\prime \prime}$ East, a distance of 397.89 feet to the point of curvature of a curve concove Southwesterly, having a radius of 766.00 feet; thence Southeosterly along the arc of said curve thraugh a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 629.80 feet to the point of tangency; thence South $43^{\prime \prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 666.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\circ} 27^{\prime \prime} 13^{\prime \prime}$, a distance of 493.48 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the aforesaid Section 15; thence leaving said Southerly line run South $00^{\prime} 10^{\prime} 40^{\prime \prime}$ West, a distance of 97.26 feet along said East line to the Southeast corner of the Northwest quarter of the Northeast quarter; thence leaving said East line run North 89.18'29" West, o distance of 37.62 feet along the South line of said Northwest quarter of the Northeast quarter to the Easterly most corner of that certain parcel of land as described and recorded in Official Records Book 9846, Page 315, Public Records of Orange County, Florida, said Eosterly most corner being a point on a non-tangent curve concave Northeasterly, having a radius of 766.00 feet and a chord bearing of North 63'18'28" West; thence run Northwesterly along the orc of said curve and the Northerly line of said parcel of land, through a centrai angle of $40^{\circ} 10^{\prime \prime} 16^{\prime \prime}$, a distance of 537.06 feet to the point of tangency; thence North $43^{\prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet along said Northerly line to the point of curvature of a curve concave Southwesterly, having a radius of 666.00 feet; thence Northwesterly along the arc of said curve and said Northerly line through a centrai angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 547.58 feet to the point of tangency; thence South $89^{\circ} 40^{\circ} 11^{\prime \prime}$ West, a distance af 987.13 feet along said Northerly line; thence South $44^{*} 40^{\prime} 11^{\prime \prime}$ West, a distance of 35.00 feet along said Northerly line to the aforesaid East right of way line of Apopka Vineland Road; thence leaving said Northerly line run Narth $00^{\prime 0} 01^{\prime \prime} 47^{\prime \prime}$ West, a distance of 151.10 feet along said East right of way line to the POINT OF BEGINNING.

Less and except any portion thereaf lying in or acrass Granby Street, a Fublic Road Right-of-Way, according to a Right-of-Way Agreement, as recorded in Official Records Book 715, Page 549, in the Public Records of Orange County, Florida.

Containing 6.392 acres, mare or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ Eost.
2. I have reviewed the First American title search report \#2037-3170(423), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drown under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-. 052 requirements
4. Not valid without the raised seal and signoture of a Florida Licensed Surveyor and Mapper. Not valid without sheet $2 \& 3$




This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

## Project: Palm Parkway Connector

Parcel ID No.: $15-24-28-5844-00-050$
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## PEDESTRIAN AND LANDSCAPE EASEMENT <br> (Parcel 807C)

THIS INDENTURE, made and executed this 4th day of January, 2019, by KERINA VILLAGE, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $\$ 1.00$ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a perpetual, non-exclusive easement for the purposes of landscaping, pedestrian access, sidewalk, multi-purpose path, drainage, and utilities with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, landscaping, pedestrian access, sidewalk, multi-purpose path, drainage, utilities, and appurtenant facilities over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

## SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD said easement unto said GRANTEE and its successors and assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the easement and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the landscaping, pedestrian access, sidewalk, multi-purpose path, drainage, utilities, and appurtenant facilities,

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement that will not adversely affect the operation, maintenance and integrity of the pedestrian/sidewalk, multi-purpose path, drainage, utility, landscaping, and appurtenant facilities.

This easement is for the purposes noted herein and will be maintained by the GRANTEE.
IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:
"GRANTOR"
KERINA VILLAGE, LLC, a Florida limited liability company

Wires 1 ign: Cuitinufuls
Wines 1 print name: Cristina Ruiz

Witness 2 sign:


Witness 2 print name: Juthryn Sm: th
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA COUNTY OF orange

The foregoing instrument was acknowledged before me this $L \underline{\underline{K}}$ day of Januan / , , 2019 by Kathleen Keller, as Manager of KERINA VILLAGE, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or produced $\qquad$ as identification.

Schedule "A"
to Pedestrian and Landscape Easement
Legal Description of the Easement Area
(Parcel 807C)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL $807 C$ <br> ESTATE: Perpetual Easement <br> PURPOSE: 20' Pedestrian/Landscape Eosement 

PARCEL 807C
A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E. Page 22 , in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15. Township 24 South, Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, run South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the existing East right of way line of Apopka Vineland Road; thence continue South 00.01'47" East, a distance of 299.79 feet along said existing East right of way line for the PONT OF BEGINNING; thence departing said existing East right of way line, run North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 567.22 feet; thence South 76.50'05" Eost, a distance of 51.42 feet; thence North $89^{\prime \prime} 40^{\prime} 11^{\prime \prime}$ East, a distance of 393.75 feet to the point of curvature of a curve concave Southwesterly, having a radius of 801.00 feet; thence Southeasterly along the arc of said curve through o central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 658.58 feet to the point of tangency; thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 631.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\prime} 13^{\prime} 24^{\prime \prime}$, a distance of 465.01 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the aforesaid Section 15 ; thence South $00^{\circ} 10^{\prime} 40^{\prime \prime}$ West, a distance of 20.06 feet along said East line to a point on a non-tangent curve concave Northeasterly, having a radius of 651.00 feet and a chord bearing of North $64^{\circ} 24^{\prime} 04^{\prime \prime}$ West; thence run Northwesterly along the arc of said curve, through a central angle of $42^{\circ} 21^{\prime} 29^{\prime \prime}$, a distance of 481.28 feet to the point of tangency; thence North $43^{\prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to a point of curvature of a curve concave Sauthwesterly, hoving a radius of 781.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $47^{\circ} 06^{\prime} 30^{\prime \prime}$, a distance of 642.13 feet to the point of tangency; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 396.12 feet; thence North $76^{\circ} 50^{\prime} 05^{\prime \prime}$ West, a distance of 51.43 feet; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 564.96 feet; to a point on the oforesaid existing East right of way line of Apopka Vineland Road; thence North $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ West, a distance of 20.00 feet along said existing East right of way line to the POINT OF BEGINNING.

Containing 1.245 ocres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East.
2. I have reviewed the First American titie search report \#2037-3170(349), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the raised seal and signature of a Florido Licensed Surveyor and Mapper. Not valid without sheets 2-6







# APPROVED <br> BY ORANGE COUNTY BOARD <br> OE COUNTY COMMISSIONERS 

This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200
Parcel ID No.: Portion of 15-24-28-5844-00-050
Project: Palm Parkway Connector
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## TRANSIT, PEDESTRIAN AND UTILITY EASEMENT <br> (Parcel 807A)

THIS INDENTURE, made this 4th day of January, 2019, between KERINA VILLAGE, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 , GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of TEN DOLLARS $(\$ 10.00)$ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns a perpetual, non-exclusive easement for public right-of-way, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, and drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities over, under, and upon the following described lands situate in Orange County aforesaid, to-wit:

## SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.
THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities out of and away from the granted easement, and the GRANTOR and its heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement that will not adversely affect the operation, maintenance and integrity of the roadway, traffic signals, traffic signs, sidewalk, multi-purpose path, utility, drainage, and appurtenant facilities.

This easement is for the purposes noted herein and will be maintained by the GRANTEE.

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

Signed, sealed and delivered in the presence of:

## "GRANTOR"

KERINA VILLAGE, LLC, a Florida limited liability company
By:


Print name: Kathleen Keller
Title: Manager
(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF Orange
I HEREBY CERTIFY, that on this YM day of January/, 2018, before me personally appeared Kathleen Keller, as Manager of KERINA VILLAGE, LLC, a Florida limited liability company, on behalf of said company, to me known to be, or who produced as identification, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized, and that the official seal of said company is duly affixed thereto, and the said conveyance is the act and deed of said company. She is personally known to me or produced $\qquad$
(NOTARY SEAL)

KATHRYN SMITH NOTARY PUBIC STATE OF FLORIDA Comm Gc029284 Expires $9 / 12 / 2020$


Typed or Printed Notary Name
Notary Public - State of $\qquad$ Commission No.
My Commission Expires: $\qquad$

## Schedule "A"

to Transit, Pedestrian and Utility Easement
Legal Description of the Easement Area
(Parcel 807A)
[See attached Sketch and Legal Description]

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        SCHEDULE "A"
    PALM PARKWAY TO APOPKA-VINELAND
        CONNECTOR ROAD
            PARCEL 807A
        ESTATE: Perpetual Easement
PURPOSE: 15' Transit/Pedestrian/Utility Easement
```

PARCEL 807A
A Portion of MUNGER LAND COMPANY, occording to Plot thereof as recorded in Plat Book E, Page 22, in Section 15, Township 24 South, Range 28 East, of Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15. Township 24 South, Range 28 East, Orange County, Fiorida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, run South $00^{\circ} 01^{\prime \prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the existing East right of way line of Apopka Vineland Rood; thence continue South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 319.79 feet along said existing Eost right of way line for the POINT OF BEGINNING; thence departing said existing East right of way line, run North $89^{\circ} 40^{\prime \prime} 11^{\prime \prime}$ East, a distance of 564.96 feet; thence South $76^{\circ} 50^{\prime} 05^{\prime \prime}$ East, a distance of 51.43 feet; thence North $89.40^{\prime} 11^{\prime \prime}$ East, a distance of 396.12 feet to the point of curvature of a curve concave Southwesterly, having a radius of 781.00 feet; thence Southeasterly along the arc of said curve through a central angle of $47^{\prime} 06^{\prime} 30^{\prime \prime}$, a distance of 642.13 feet to the point of tangency; thence South $43^{\circ} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 651.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\prime \prime} 21^{\prime} 29^{\prime \prime}$, a distance of 481.28 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the oforesaid Section 15; thence South $00^{\circ} 10^{\prime} 40^{\prime \prime}$ West, o distance of 15.04 feet along said East line to a point on the Southerly line of that certain parcel of land as described and recorded in Official Records Book 9858, Page 2576, Public Records of Orange County, Florida, said Southerly line being a non-tangent curve concave Northeasterly and having a radius of 666.00 feet; thence run aiong said Southerly line for the next seven (7) courses: thence Northwesterly along the arc of said curve, through a central angle of $42^{\prime} 27^{\prime} 1^{\prime \prime}$ ", a distance of 493.48 feet, and a chord bearing of North $64^{\circ} 26^{\prime} 57^{\prime \prime}$ West to the point of tangency; thence North $43^{\circ} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to a point of curvature of a curve concave Southwesterly, having a radius of 766.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $47^{\prime} 06^{\prime} 30^{\prime \prime}$, a distance of 629.80 feet to the point of tangency; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 397.89 feet; thence North $76^{\circ} 50^{\prime} 05^{\prime \prime}$ West, a distance of 51.42 feet; thence South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 548.84 feet; thence North 45"19'49" West, a distance of 20.29 feet to a point on the aforesaid existing East right of way line of Apopka Vineland Road; thence leaving said Southerly line, run North $00^{\circ} 01^{\prime} 47^{\prime \prime}$ West, a distance of 0.65 feet along said existing East right of way line to the POINT OF BEGINNING.

Containing 0.932 acres, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15 , Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East.
2. I have reviewed the First American title search repart \#2037-3170(349), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Proctice for Land Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the roised seal and signature of a Florida Licensed Surveyor and Mapper. Not valid without sneets 2-6







This Instrument was prepared by and after recording, return to: James G Willard, Esq.
Shutts \& Bowen LLP 300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Telephone: (407) 423-3200
Parcel ID No.: Portion of 15-24-28-5844-00-050
PROJECT: Palm Parkway CONNECTOR
This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## TEMPORARY DRAINAGE EASEMENT

(Parcel 707C)
THIS TEMPORARY DRAINAGE EASEMENT is made and entered 4th day of January, 2019, by and between KERINA VILLAGE, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 ("Grantor"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 ("Grantee").

## WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, paid by Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to Grantee and its assigns, a temporary non-exclusive easement (the "Easement"), for drainage purposes, with full authority to enter upon, construct and maintain, as Grantee and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under and upon those portions of the lands of Grantor situate in Orange County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Easement Area").

TO HAVE AND TO HOLD the Easement unto Grantee and its assigns for an indefinite period of time; provided, however, the Easement hereby granted shall automatically terminate, without the necessity of Grantor undertaking vacation proceedings or obtaining any release from Grantee, at such time as Grantor or its successors or assigns shall cause the Easement Area over which the Easement passes to be included in a subdivision plat and recorded among the Public Records of Orange County, Florida.

GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and Grantor, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

IN WITNESS WHEREOF, Granter has executed this Temporary Drainage Easement on the day and year first written above.

Signed, sealed and delivered in the presence of the following Witnesses:

Cuttinatuiz
Witness 1 Sign

## Cristina Ruiz

## Witness 1 Print Name

Witness 2 Sign

## Vathirin Smith

Witness 2 Print Name
(NOTE: Signature of TWO (2) Witnesses is required by Florida Law)

## "Granter"

KERINA VILLAGE, LLC, a Florida limited liability company

By:


Printed Name: Kathleen Keller
Title: Manager

## STATE OF FLORIDA

## COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this $4 \underline{2}$ day of January , 2018, by Kathleen Keller, as Manager of KERINA VIL $\overline{\text { LAGE, LLC, a }}$ Florida limited liability company, on behalf of said company. She $[X]$ is personally known to me, or [ _ ] produced as identification.
(NOTARY SEAL)

KATHRYN SwATH NOTARY PUBLIC STATE OF FLORIDA Comm if gco29284 Expires 9/12/2020


Typed or Printed Notary Name
Notary Public - State of $\qquad$
Commission No.
My Commission Expires: $\qquad$

## Exhibit "A"

to Temporary Drainage Easement
Legal Description of Easement Area (Parcel 707C)

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND <br> CONNECTOR ROAD <br> PARCEL 707C <br> ESTATE: Temporary Easement PURPOSE: 20' Temporary Drainage Easement 

## PARCEL 707C

A Portion of MUNGER LAND COMPANY, according to the Plat thereof as recorded in Plat Book E, Page 22, in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East, a distance of 1614.82 feet along the North line of the Northwest quarter of said Section 15; thence departing said North line, run South $00^{\prime} 01^{\prime} 47^{\prime \prime}$ East, a distance of 49.98 feet to the East right of way line of Apopka Vineland Road, per Official Records Book 5129, Page 2245, of the Public Records of Orange County, Florida; thence continue South $00^{\circ} 01^{\prime} 47^{\prime \prime}$ East, a distance of 299.79 feet along said East right of -way line; thence departing said East right of way line, run North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 567.22 feet: thence South $76^{\circ} 50^{\prime} 05^{\prime \prime}$ East, a distance of 51.42 feet; thence North $89^{\circ} 40^{\prime} 11^{\prime \prime}$ East, a distance of 393.75 feet to the point of curvature of a curve concave Southwesterly, having a radius of 801.00 feet; thence Southeasterly along the arc of said curve through a central angle of $15^{\circ} 36^{\prime} 01^{\prime \prime}$, a distance of 218.09 feet to the POINT OF BEGINNING; thence continue along the arc of said curve through a central angle of $31^{\circ} 30^{\prime} 29^{\prime \prime}$, a distance of 440.49 feet to the point of tangency; thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 576.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 631.00 feet; thence Southeasterly along the arc of said curve through a central angle of $42^{\prime} 13^{\prime} 24^{\prime \prime}$, a distance of 465.01 feet to a point on the East line of the Northwest quarter of the Northeast quarter of the aforesaid Section 15; thence South 00.10'40" West, a distance of 20.06 feet along said East line to a point on a non-tangent curve concave Northeasterly, having a radius of 651.00 feet and a chord bearing of North $64^{\circ} 24^{\prime} 04^{\prime \prime}$ West; thence run Northwesterly aiong the arc of said curve, through a central angle of $42^{\prime} 21^{\prime} 29^{\prime \prime}$, a distance of 481.28 feet to the point of tangency; thence North $43^{\prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 576.07 feet to a point of curvature of a curve concave Southwesterly, having a radius of 781.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $3^{\circ} 30^{\prime} 29^{\prime \prime}$, a distance of 429.49 feet to a point on said curve; thence North $15^{\circ} 16^{\prime} 11^{\prime \prime}$ East, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 0.68 acres, more or less.

## SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Range 28 East being North $89^{\circ} 54^{\prime} 14^{\prime \prime}$ East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.



SKETCH OF DESCRIPTION
PALM PARKWAY TO APOPKA-VINELAND
CONNECTOR ROAD
PARCEL 707C


SOUTHEASTERN SURVEYTNG
AND MAPPING CORPORATION
Revised: 10/2016 BMD
Drawing No. 51599135_PAR 707C
Job No 51599
Date: JUNE 21, 2016
SHEET 3 OF 6
See Sheet 1 for Description

SEE SHEET 2 FOR LEGEND
THIS IS NOT A SURVEY.

6500 All American Boulevard Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
-mail: info@southeasternsurveying.com




# APFROVED <br> BY ORANGE COUNTY BOARD OE COUNTY COMMISSIONERS <br> FEB 262019 

This Instrument was prepared by, and upon recording please return to:

James G. Willard, Esq.
Shutts \& Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200
Parcel ID No.: Portion of 15-24-28-5844-00-050
Project: Palm Parkway Connector

This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B4.014(13).

## TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of TEN DOLLARS (\$10.00), other valuable considerations, and of the benefits accruing to us, we, KERINA VILLAGE, LLC, a Florida limited liability company, whose address is 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 ("Grantor"), does hereby give, grant, bargain and release to ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, FL 32802-1393 ("Grantee"), a temporary easement to enter upon the portion of lands of the Grantor being described as follows:

## SEE ATTACHED EXHBIT "A" (the "Easement Area").

and to perform such tying in, harmonizing, sloping and grading Grantor's property with adjacent improvements of Grantee as Grantee, its agents, employees, and representatives may deem necessary or proper.

THE EASEMENT is granted upon the condition that all sloping, grading and/or construction activities upon the above land shall not extend beyond the limits outlined, and that all grading, sloping or construction activities shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural improvements will not be damaged.

THIS EASEMENT shall expire upon the completion of the construction of said project, or after seven (7) years, whichever occurs first.

IN WITNESS WHEREOF, Grantor has executed this Temporary Construction Easement on the day and year first written above.

Signed, sealed and delivered in the presence of the following witnesses:


Maria E. Russo
Witness 1 Printed Name
$F>$
Witness 2 Sign
Kathryn Sm th
Witness 2 Printed Name
(Signature of TWO Witnesses required by Florida Law)

## "Granter"

KERINA VILLAGE, LLC, a Florida limited
liability company
By: $\qquad$
Printed Name: Kathleen Keller
Title: Manager

## STATE OF FLORIDA

## COUNTY OF <br> 

The foregoing instrument was acknowledged before me this th day of February, 2019 , by Kathleen Keller, as Manager of KERINA VILLAGE, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me, or has produced $\qquad$ as identification.


Typed or Printed Notary Name
Notary Public - State of Florida
Commission No. $\qquad$
My Commission Expires: $\qquad$

## Exhibit "A"

to Temporary Construction Easement
Legal Description of the Easement Area (Parcel 707A and 707B)
[See attached Sketch and Legal Description]

SCHEDULE "A"<br>PALM PARKWAY TO APOPKA-VINELANQ<br>CONNECTOR ROAD<br>PARCEL 707A<br>ESTATE: Temporary Construction Easement PURPOSE: Temporary Construction

PARCEL 707A
A Portion of MUNGER LAND COMPANY, according to the Plat thereof, as recorded in Plat Book E, Page 22 in Section 15, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest quarter of Section 15, Township 24 South, Range 28 East, Orange County, Florida; thence South $89^{\circ} 54^{\prime \prime} 14^{\prime \prime}$ West, a distance of 338.12 feet along the North line of the soid Northwest quarter to the Northeast corner of Lot 10 , MUNGER LAND COMPANY, according to the Plat thereof, as recorded in Plat Book E. Poge 22, Public Records of Orange County, Florida; thence leaving said North line, run South $00^{\prime} 13^{\prime} 37^{\prime \prime}$ West, a distance of 393.71 feet along the East line of said Lot 10 to a point on the Southerly line of that certain parcel of land as described and recorded in Official Records Book 9858. Page 2576, Public Records of Orange County, Florida; thence leaving said East line, run South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 19.32 feet along said Southerly boundary for the POINT OF BEGINNING; thence continue South $89^{\circ} 40^{\prime} 11^{\prime \prime}$ West, a distance of 82.81 feet along soid Southerly line; thence departing said Southerly line, run North $00^{\prime \prime} 19^{\prime} 49^{\prime \prime}$ West, a distance of 40.25 feet; thence North $89^{\prime \prime} 40^{\prime} 11^{\prime \prime}$ East, a distance of 82.81 feet; thence South $00^{\circ} 19^{\prime} 49^{\prime \prime}$ East, a distance of 40.25 feet to the POINT OF BEGINNING.

Containing 3,333 square feet, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the North line of the Northwest $1 / 4$ of Section 15, Township 24 South, Ronge 28 East being South $89^{\circ} 54^{\prime} 14^{\prime \prime}$ West.
2. I have reviewed the First American title search report \#2037-3170(349), dated May 21, 2014 and all recorded encumbronces, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER $5 j-17.050-.052$ requirements.
4. Not valid without the roised seal and signature of a Florida Licensed Surveyor and Mapper Not valid without sheet 2


## SKETCH OF DESCRIPTION PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 707A <br> SECTION 15, TOWNSHIP 24 SOUTH RANGE 28 EAST

## LEGEND

ID. $=$ IDENTIFICATION
O.R.B. = OFFICIAL RECORDS BOOK

CERT, $=$ CERTIFICATION
R = PROPERTY LINE
POB $=$ POINT OF BEGINNNG
POC $=$ POINT OF COMMENCEMENT
SEC. $=$ SECTION
TWP. $=$ TOWNSHIP
RGE. $=$ RANGE
PGS $=$ PAGES
PG.
NT. $=$ NON-TANGENT
$R / W=$ RIGHT OF WAY
P.B. = PLAT BOOK
$\mathrm{LB}=\mathrm{LICENSED}$ BUSINESS
KERINA VILLAGE LLC
PARCEL ID \#15-24-28-5844-00-050
O.R.B. 9858, PG 2576

LOT 10
MUNGER LAND COMPANY PLAT BOOK "E", PAGE 22


## PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD

LOT 10


NOTE:

- not valid without raised seal ano signature OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- not valid without sheet 1
- SEE SHEETS 6-7 OF RIGHT OF WAY MAPS.



| Revision: | $09 / 2016$ | Revised Sketch | BMD |
| :--- | :--- | :--- | :--- |
| Revision: | $08 / 2016$ | Revised Description | REJ |
| Revision: | $02 / 2015$ | Orange County comments | CBVG |
| Revision: | $12 / 2014$ | Orange County comments | CBVG |

# SCHEDULE "A" <br> PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD PARCEL 707 B <br> ESTATE: Temporary Construction Easement PURPOSE: Temporary Construction 

## PARCEL 707B

A Portion of MUNGER LAND COMPANY, according to the Plat thereof, as recorded in Plat Book E, Page 22 in Section 15. Township 24 South, Range 28 East, of the Public Records of Orange County, Florida, being more porticularly described os follows:

COMMENCE at the Northwest corner of the Northeast quarter of Section 15, Township 24 South, Range 28 East, Orange County. Florida; thence South $00^{\circ} 20^{\prime} 41^{\prime \prime}$ West, a distance of 396.14 feet along the West line of said Northeast $1 / 4$ of Section 15 to a point on the Southerly line of that certain parcel of land as described and recorded in Official Records Book 9858, Page 2576, Public Records of Orange County, Florida, said Southerly line being a non-tongent curve concove Southwesterly, having a radius of 766.00 feet and a chord bearing of South $63^{\prime} 55^{\prime} 05^{\prime \prime}$ East; thence departing said West line run Southeasterly along the arc of said curve and said Southerly line, through a central angle of $41^{\prime \prime} 23^{\prime} 32^{\prime \prime}$, a distance of 553.38 feet to the point of tangency; thence continue South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 235.29 feet along said Southerly line for the POINT OF BEGINNING; thence run North $46^{\prime} 46^{\prime} 40^{\prime \prime}$ East, a distance of 40.25 feet, thence South $43^{\prime} 13^{\prime} 20^{\prime \prime}$ East a distance of 63.26 feet, thence run North $46^{\prime} 46^{\prime} 40^{\prime \prime}$ East, a distance of 10.96 feet to the point of curvature of a curve concave Southeasterly, having a radius of 61.00 feet; thence Northeasterly along the arc of said curve through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, a distance of 95.82 feet to the point of tangency; thence run South $4^{\prime} 13^{\prime} 20^{\prime \prime}$ East, a distance of 13.42 feet to the point of curvature of a curve concave Southwesterly, hoving a radius af 61.00 feet; thence Southeasterly along the arc of said curve through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, a distance of 95.82 feet to the point of tangency; thence South $46^{\circ} 46^{\prime} 40^{\prime \prime}$ West, a distance of 51.21 feet to a point on the aforesaid Southerly line: thence North $43^{\prime} 13^{\prime} 20^{\prime \prime}$ West, a distance of 198.68 feet along said Southerly line to the POINT OF BEGINNING.

Containing 16,145 square feet more or less.

## SURVEYORS REPORT

1. Bearings shown hereon ore bosed on the North line of the Northeast $1 / 4$ of Section 15 , Township 24 South, Range 28 East being South $88^{\circ} 55^{\prime} 03^{\prime \prime}$ East.
2. ! have reviewed the First American title search report \#2037-3170(349), dated May 21, 2014 and all recorded encumbrances, except liens, identified in the title search report have been shown or noted.
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CHAPTER 5J-17.050-. 052 requirements.
4. Not valid without the raised seal and signature of a Florida Licensed Surveyor and Mapper. Not valid without sheet 2


