

May 24, 2019

- TO: Mayor Jerry L. Demings -AND-Board of County Commissioners
- FROM: Jon V. Weiss P.E., Chairman Roadway Agreement Committee (407) 836-5393
- SUBJECT: June 18, 2019 Consent Item Adequate Public Facilities Agreement Lake Reams Neighborhood PD/Developco Inc Property Reams Road and Ficquette Road (Related to CDR-15-10-293)

The Roadway Agreement Committee has reviewed an Adequate Public Facilities Agreement ("Agreement") between Developco Inc ("Owner") and Orange County for the dedication of right-of-way for Reams Road. Under the terms of the Agreement, the Owner shall convey to Orange County a total of 3.51 acres of right-of-way for Reams Road and Ficquette Road. The dedication of right-of-way shall serve to satisfy the Adequate Public Facilities requirement under the Adequate Public Facilities/Transfer of Development Rights Ordinance which requires approximately 3.51 acres of public facilities lands to be provided from this property. The Owner will receive \$22,500 per acre for the conveyance of 3.51 acres of right-of-way for Reams Road for a total of \$78,975 in transportation impact fee credits.

The Roadway Agreement Committee approved the Agreement on February 6, 2019. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Lake Reams Neighborhood PD/Developco Inc Property (Reams Road and Fiquette Road) by and between Developco Inc and Orange County for the conveyance of 3.51 acres of Adequate Public Facilities land providing \$78,975 in transportation impact fee credits. District 1 This instrument prepared by and after recording return to:

3

A. KURT ARDAMAN, ESQUIRE FISHBACK DOMINICK 1947 LEE ROAD WINTER PARK, FLORIDA 32789

Tax Parcel I.D. No(s): 27-23-27-0000-00-020

## ADEQUATE PUBLIC FACILITIES AGREEMENT FOR LAKE REAMS NEIGHBORHOOD PD/DEVELOPCO INC PROPERTY (REAMS ROAD AND FICQUETTE ROAD)

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR LAKE REAMS NEIGHBORHOOD PD/DEVELOPCO INC PROPERTY (REAMS ROAD AND FICQUETTE ROAD) (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between DEVELOPCO INC, a Florida corporation, whose mailing address is 2295 South Hiawassee Road, Suite 214, Orlando, Florida 32835-8747 ("OWNER"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

### **RECITALS:**

A. OWNER is the fee simple owner of certain real property located in Orange County, Florida, as shown in <u>Exhibit "A"</u> and as described on <u>Exhibit "B"</u>, both of which Exhibits are attached hereto and made a part hereof by this reference (The "PD Property").

B. The PD Property is identified on the Orange County Comprehensive Plan 2010 – 2030 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation and constitutes a portion of the Lake Reams Neighborhood PD within Lakeside Village in Horizon West, as same is described and depicted in the Lakeside Village Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on May 20, 1997 (the "Lakeside Village SAP").

C. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995.

D. The Lake Reams Neighborhood PD has relied on the prior approvals of the Horizon West Study and the Lakeside Village SAP, and on the Lakeside Village SAP approvals and studies included in the SAP.

E. The Lakeside Village SAP contemplates certain detached single family residential uses within the PD Property.

F. OWNER desires to develop the PD Property in accordance with the Lake Reams Neighborhood PD Amended Land Use Plan ("Lake Reams PD Land Use Plan") submitted by OWNER to COUNTY, and with the PD zoning application on file with COUNTY. In order to minimize the impact to residents to the south of the PD Property, OWNER is willing to cluster the seventy-four (74) single family homes on the northern uplands (Parcel 25) and utilize the southern uplands for stormwater.

G. The Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance") adopted by the BCC on May 20, 1997, as amended.

H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that OWNER enter into a developer's agreement identifying required adequate public facilities within the development and addressing the conveyance to the COUNTY of such adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement pursuant to Section 30-714(c).

I. The parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance.

J. If OWNER is unable to convey sufficient adequate public facilities lands to County, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that OWNER may make payment of an adequate public facility lands fee to COUNTY. Additionally, the APF/TDR Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF deficit.

K. OWNER is developing the PD Property for seventy-four (74) detached single family residential uses as contemplated by the Lakeside Village SAP.

L. It is the intent of the parties that COUNTY will consider approval of the Lake Reams PD Land Use Plan with its consideration of this Agreement.

2

M. The PD Property contains approximately 21.03 acres of **net** developable land, and both the Lakeside Village SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of adequate public facilities acreage for every 6.5 acres of net developable land (the "APF Ratio").

N. When applied to the PD Property, the APF Ratio requires approximately 3.23 acres of public facilities lands.

O. As shown on the Lake Reams PD Land Use Plan and as described in this Agreement, OWNER is providing 3.51 acres of adequate public facilities land (the "APF Lands") to COUNTY, thereby creating an APF surplus of 0.28 acres.

**NOW THEREFORE**, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## AGREEMENT

1. <u>Recitals.</u> The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. <u>Dedication of APF Land by OWNER</u>. OWNER shall convey land for APF requirements (APF Lands) as follows:

a) Right-of-way for the following transportation improvements/roads (depicted as APF Road ROW on the Lake Reams PD Land Use Plan):

Reams Road/Ficquette Road	3.51 acres (as described in the legal
	descriptions and sketches of
	description attached hereto as Exhibit
	"C" and incorporated by this reference)

3. <u>APF Surplus/Acreage Credits.</u> The APF Ratio requires that OWNER convey to County approximately 3.23 acres of APF Lands. This Agreement provides for conveyance of approximately 3.51 acres of APF Lands, thereby creating a 0.28-acre APF surplus. The County acknowledges that the APF surplus will result in APF acreage credits equivalent to 0.28 acres of APF Lands, which APF acreage credit may be sold and/or assigned by OWNER to other owners within the Lakeside Village SAP who do not have sufficient land within the boundaries of their respective PD's to satisfy the APF Ratio requirements. Such APF acreage credit may only be used within the Lakeside Village SAP.

4. <u>Conveyance Procedure.</u> The conveyance of the APF Lands shall be by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. OWNER shall pay all costs associated with the conveyance of the APF Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by OWNER to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by OWNER for the year of conveyance.

a) *Title Policy.* No less than ninety (90) days prior to conveyance, OWNER shall deliver to County, at OWNER's sole cost and expense, an updated commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days after the conveyance of the APF Lands.

b) *Environmental Audit*. No less than sixty (60) days prior to conveyance, OWNER shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, OWNER shall submit to County a Phase II environmental audit. The Phase II environmental audit shall be conducted in accordance with the requirements of the AAIFR and ASTM E-1903-11. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Lands, one of the following events shall occur: (i) OWNER shall remediate the APF Lands to County's satisfaction prior to the conveyance; or (ii) OWNER and County shall negotiate and enter into a separate agreement whereby OWNER shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

c) *Compliance with Section 286.23, Florida Statutes.* OWNER shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

d) *Value of APF Lands*. The parties agree that the value of the APF Lands, as determined in accordance with Chapter 23 of the Orange County Code, as amended, is \$78,975.00. This total results from an agreed-upon fair market value of \$22,500 per acre, or fraction thereof, and a total acreage of 3.51 acres. Promptly upon County's final acceptance of conveyance of the APF Lands, County shall credit on its books to the account of OWNER, for purposes of Chapter 23 of

the Orange County Code, as amended, transportation impact fee credits in the amount of such aforementioned value of the APF Lands.

5. <u>Refinement of Size and Location of APF Lands</u>. The size and location of all APF Lands as depicted on the Master PD Land Use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Lake Reams PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands shall be finalized by County and OWNER prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Lands, and shall be in full compliance with this Agreement. County and OWNER agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.

6. <u>Option on Conveyance to County</u>. As an alternative to conveyance prior to or in connection with Planned Development approval, OWNER has elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance, and shall convey no later than PSP/DP approval for seventy-four (74) lots by the BCC. Conveyance shall be defined as submittal of all conveyance documents, approval by the board of county commissioners, and recordation of the deed(s).

The parties agree that, prior to conveyance to County, OWNER shall have the reasonable right to grade and to import or export fill material upon the APF Lands, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, OWNER agrees to relinquish control of the APF Lands, and convey such APF Lands to County, within 120 days of demand by County. If conveyance does not occur within such 120-day period, the Manager of County's Real Estate Division may grant one extension of up to 120 days to complete the conveyance. OWNER acknowledges and agrees that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property's entitlements prior to such conveyance and/or payment of any APF fee in lieu of conveyance. For purposes of this Agreement, the parties agree that 5% of development is defined as four (4) dwelling units. Until such time as the conveyance process begins, OWNER may continue to use the APF Lands in a manner consistent with County's intended use.

With respect to the APF Lands, OWNER shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, OWNER shall indemnify and hold harmless County, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in

court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of OWNER, its agents, and/or representatives, arising out of its activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of OWNER, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, OWNER shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. OWNER shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of OWNER's activities related to the APF Lands.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Lands and OWNER may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands acceptable to County. Notwithstanding anything seemingly to the contrary above, the parties acknowledge and agree that satisfaction of OWNER's APF obligations must take place prior to County approval of the initial plat for the PD Property.

7. <u>Recording.</u> Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at OWNER's expense

8. <u>Limitation of Remedies</u>. County and OWNER expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

a) <u>Limitations on County's Remedies</u>. Upon any failure by OWNER to perform its obligations under this Agreement, COUNTY shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amounts of any impact fees to be credited in favor of OWNER under this Agreement, (A) any amounts due to County from OWNER under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by OWNER, but which OWNER has failed or refused to do when required; or

- (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops COUNTY from exercising its power of eminent domain with respect to the APF Lands or any portion of the PD Property as County may lawfully elect.

b) <u>Limitations on OWNER'S Remedies</u>. Upon any failure by COUNTY to perform its obligations under this Agreement, OWNER shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of OWNER; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

9. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

10. <u>Severability</u>. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

11. <u>Notices.</u> Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

1

COUNTY:	Orange County, Florida, c/o County Administrator Post Office Box 1393 Orlando, Florida 32802-1393
With copies to:	Orange County Planning, Environmental, and Development Services Department Manager, Planning Division Post Office Box 1393 Orlando, Florida 32802-1393
	Orange County Planning, Environmental, and Development Services Department Manager, Transportation Planning Division Orange County Public Works Complex 4200 S. John Young Parkway Orlando, Florida 32839-8070
OWNER:	Developco Inc 2295 South Hiawassee Road, Suite 214 Orlando, Florida 32835-8747 Attn: Aamir Waheed
With copies to:	A. Kurt Ardaman, Esquire Fishback Dominick 1947 Lee Road Winter Park, Florida 32789
	Erika M. Hughes VHB, Inc. 225 East Robinson Street, Suite 300 Orlando, Florida 32801

12. <u>Disclaimer of Third Party Beneficiaries</u>. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or

implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

13. <u>Applicable Law</u>. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

14. <u>Interpretation</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

15. <u>Attorney Fees</u>. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

16. <u>Survival</u>. The obligations of this Agreement shall survive the conveyance of the APF Lands to COUNTY.

17. <u>Amendments</u>. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

18. <u>Entire Agreement</u>. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

19. <u>Counterparts</u>. This Agreement may be executed in up to two (2) counterparts, both of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

20. <u>Authority to Contract</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

21. <u>Termination; Effect of Annexation.</u> This Agreement shall remain in effect so long as the PD Property remains in unincorporated Orange County, Florida, unless the Parties terminate it, in writing, with the same formality as its execution. If any portion of the PD Property is proposed

9

ŧ

to be annexed into a neighboring municipality, County may, in its sole discretion, terminate this Agreement upon notice to OWNER.

## [SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

## ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By:\_\_\_\_\_ Jerry L. Demings, Orange County Mayor

Date:\_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller As Clerk of the Board of County Commissioners

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

Deputy Clerk

Printed Name:

DEVELOPCO INC, a Florida corporation By:

Aamir Waheed, President

WITNESSES: Name Print Name

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Aamir Waheed, as President of Developco Inc, a Florida corporation, who is known by me to be the person described herein and who executed the foregoing, this day of \_\_\_\_\_\_\_, 2019. He is personally known to me or has produced \_\_\_\_\_\_\_ as identification.

of, 2019.	cial seal in the County and State last aforesaid this <u>3</u> <sup>10</sup> day
MICHELLE LINDSAY MY COMMISSION # FF 994586 EXPIRES: June 27, 2020 Bonded Thru Notary Public Underwritars	Notary Public Print Name:

Exhibit "A" Project Location Map (1 page to follow)

.



EXHIBIT "A" Page 1 of 1

## <u>Exhibit "B"</u> Legal description and sketch of description of PD Property (5 pages to follow)

SHEET 1 OF 5

A Portion of the following deperihed perceip:

SKETCH OF DESCRIPTION

THE SALE OF STREET, STREET, ST. ST.

Exhibit "B"

LEOAL DESCRIPTION: A Portion of the following deuribod porces: TRACT 9, -PARCEL 11 Commence at the Northcast corner of Social 27 c concrete monument; thence North B9 digrees with edd RW 5395.05 foot to an fron pin on add East RW, where Social Read, United 00 seconds East 1000.00 feet to a point; thance North 01 digrees 25 pinuites 00 seconds East 1005.16 feet to a point; thence North B9 digrees 14 minutes 32 seconds East 2200.31 foot to a connorate monument; thence Social 60 di una con pin on add East RW, with read AUD.22 feet to a connorate monument; thence North 02 digrees 24 minutes 32 seconds East 2010.21 feet to a connorate monument; thence North 02 digrees 24 minutes 32 seconds West 4101.22 feet to a connorate monument; thence North 02 digrees 24 minutes 32 seconds West 4101.22 feet to a connorate monument; thence Social to an fron pin at the East R/W of Floquatte Road, thence With 16 are a furyers to the right 320.13 foot to an fron pin on add RAV the point die Seginning controlations 104.49 oreas in Bacolans 26 & 27. Formship 23 South, Rongo 27 East, Orange County, FI. TRACT 16, PARCEL II: West line of a power line economent; thence KaW of Floquatte Road, thence with add right-of-way Southerty E786.07 feet to a connorate monument; thence North B9 digrees 45 minutes 47 seconds West 4200 (edi to an fron pin on the East R/W of Floquatte Road, thence West line of a power line economent; thence with edd seconders in mournent on the East right of a power line economent; thence with edd seconders incomment on the East right of a power line economent (1000.00 feet to a conrecte monument), thence with the ora of second with 20 digrees 34 minutes 30 executed text 1320.00 feet to an fron pin, thence with the ora of second with 20 digrees 30 minutes 30 executed text 1320.00 feet to an fron pin, thence North B9 digrees 21 minutes 30 executed west 2430, feet to a conrect of secoling 50, thereas to monument on the East right-of-way of Floquatte Road, the point 40 digrees 24 minutes 40 seconds a

	SURVEYOR'S NOTES: 1, THIB IS NOT A SURVEY. 2, THIE SKEYCH IB NOT VALID UNLESS 3, BEADINOS SHOWN HEREON ARE DAT BOUTH, RANGE 27 EAST BEING AS:	и иглер чати ли емерсѕер зупухуой Бер оп тне зоити цие ог тне соити Уллер ля 8 ов'євча7  е,	in Seal. East 1/4 of Seotion 35, Youwship 23
		CALCULATEO BY. JIR DRAIIN BY., JIR / SM	for the licensed business & 0723 by
1420 East Robinson Street Almes North 3201 • (407) 897-1443	BCALM 1 <sup>4</sup> ≈ 1800 FEET FIELD BY1 BA / NO / JO / KH.	CHECKEO BY <u>A JLR</u>	JAMES L. RICKMAN, PSM 7 5833

Page 1 of 5

SHEET 2 OF 5

# SKETCH OF DESCRIPTION

A on gon ph on edd R/W thone North 35 degrees 66 minutes 50 seconds Eest 1000.0 feet to a point there are no south and the seconds West 1640.0 feet to a point there are no south 35 degrees 56 minutes 30 seconds West 1860.0 feet to a point there 30 seconds west 1443.69 feet to a point there os with 35 degrees 30 minutes 30 seconds west 1443.69 feet to a point there os with 35 degrees 30 minutes 30 seconds west 1445.69 feet to a point there os with a second west 1443.69 feet to a point there os with a second west 1446.60 feet to a point there os west 143.69 feet to a point there os west 143.69 feet to a point there os west 145.60 feet to a point there os west 143.69 feet to a point there os west 143.69 feet to a point there os west 145.60 feet to a point there os west 143.69 feet to a point there os west 145.60 feet to a point there os the second west 220,00 feet to a point on the 245.25 feet to an there pin an seld R/W there with add R/W North 14 degrees 0.6 minutes 10 seconds West 220,00 feet to a point on the West 186.00 feet to a point of the west 165.60 feet to a point of the west 165.60 feet to a point there os the second West 165.60 feet to a point of the west 165.60 feet to a point there of a point there 16 seconds West 220,00 feet to a point there of a point to a second West 166.00 feet to a point there of a point there of the west 165.60 feet to a point there of a point there of the point of the west 165.60 feet to a point there of a point there of

	SURVEYOR'S NOTES: 1. THIS IR NOT A SURVEY. 2. THIS SKETCH IS NOT VALD UNLESS: 3. BEANINGS SHOWN HEREON ARE BA SOUTH, RANGE 27 EASY VERIO AR	5 Scaled with an embossed burveyor' Seo on the bouth line of the southe Sumed as 5 boysy'at" en	9 GRAL. Ast 1/4 of section 38, township
Eost Robinson Street	JOB NO. <u>87888</u> DATE <u>03/10/03</u> SÇALE <u>F 1<sup>4</sup> = 1500 FEET</u> FELD BY <u>BA./ MO./ JO./ IQ</u>	GALQULATED BY JLB DRAWN BY JLB / SM CHECKED BY JLB	

### SHEET 3 OF 5 -

: •

# SKETCH OF DESCRIPTION

#### Being more particularly deportbed as follow:

<text>

	SURVEYOR'S NOTES: 1. THIS IS NOT A SURVEY. 2. THIS BREVEN IS NOT VALO UNLESS: 3. BEANINGS STOWN ISSIENT ARE BA SOUTH, RANGE 27 EAST BEING AS	9 Sealed with an engossed surveyor Seo on the South Line of the South Sviled as 8 19/5947° e,	is seal, Sast 1/4 of section 39, township 2:
AZO Eost Robinson Street hold Just (407) BJ-(H3-	JOH NO	OALCULATEO DYA	- -

Page 3 of 5

SHEET 4 OF 5

.

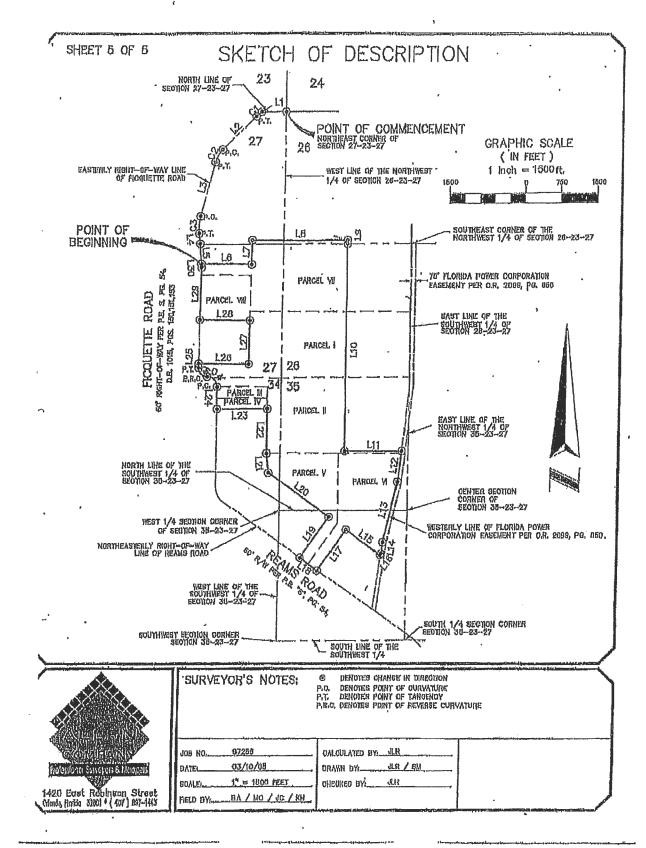
# SKETCH OF DESCRIPTION

	LINE TI	
LINE	LENGTH	DEARING
11	4139,22'	S 89'38'48" W
12	932.64	S 45'01'48" W
13	1119.05'	\$ 14'19'03" W
14	208,36	5 05'48'04" E
LG	393,99	S 03'55'00" E
1.8	1005.84	S 89'11'37" E
17	481,08'	N 0048'23" E
1.8	1950,86'	S 89'56'27" E
19	78,46'	S 00'02'08" W
L10	4102.89	S 00'00'0B" W
111	1182.02'	N 90'00'00" E
L12	627.15	S 06'24'22" W
L13	1244.02'	\$ 13'19'26" W
14	233,20'	S 08'06'43" W
118	880.00'	N 54'41'07" W
LIB	30,47	9 3548'63" W
117	1000.00"	S 3548'93" W
L18	440,00'	N 64'41'07" W
L19	1000.00'	N 35'18'53" E
L20	1540,00'	N 54'41'07" W
L21	393.84'	N 08'32'20" W
L22	880.00'	N 00'07'11" W
L23	1000,00'	5 89'52'49" W
L24	440.00'	N 00'07'11" W
1.25	84.67'	N 00'48'18" E
L28	1000.00	\$ 8941'37" E
127	880,00'	N 00'48'23" E
L28	1000,00'	N 89'11'37" W
120	1029.30	N 00'40'23" E
L30	70,84	N 03'86'00" W

		CURVE TI	ABLE ·	*	
CURVE	LENGTH	RADIUS	DELTA	BEARING	TANGENT BEARING
01	136,66'	925,37'	8'27'19"	S49'15'28"W	S53'29'08"W
C2	291,44'	843,69'	30*42'46"	529'40'25"\V	
C3	341.08'	928,37	21'07'06"	S03'45'29"W	
04	320,38'	204.08	89'58'53"	N45'08'37"W	**************************************
C5	277.01	174.84	00"4B'44"	S44'40'42"E	

	SURVEYOR'S NOTES: 7. THUS IS NOT A STIRVEY. 8. THIS SKETCH IS NOT YALD UNLESS 3. BEARINGS SKOWN HEREON ARE BAS SOUTH, TRAVOR 27 EAST DEWIG ABS	EBALED WITH AN EMBOSSED SURVEYOR ED ON THE SOUTH LINE OF THE SOUTH UMED AS S BEYES'47" E	8 SEAL Inst 1/4 of seotian 35, township 23
1420 East Robinson Street Alanda, Judio 2001 - (407) 897-1445	JOB NO	DALGULATED BY <u>RE</u> DRAWN BY <u>AR / BK</u> CHECKED BY <u>R</u>	

Page 4 of 5



> <u>Exhibit "C"</u> Legal descriptions and sketches of description for APF Lands (8 pages to follow)

U:\AKA\CLEENTS\Developco, Inc\Lake Reams Neighborhood PD Amendment D471-24641\Agreements\Final APF Docs\APF Agreement ReApproval Version 2019 Clean 2-25-19.docx

A portion of land as described in Official Records Book 7966, Page 3272 as Recorded in the Public Records of Orange County, Florida. Said land being more particularly described as follows:

Commence at the northeast corner of said Section 27, Township 23 South, Range 27 East; thence run along the North line of said Section 27, South 89° 35' 48" West, 489.22 feet to a point on the easterly right of way line of Ficquette Rood as described in Official Records Book 7966, Page 3272 as recorded in the Public Records of Orange County, Florida; thence leaving said North line, run the following courses along said easterly right of way line, being a point on a non- tangent curve concave southeasterly, having a radius of 925.37 feet, a central angle of 8° 27' 19" and a chord of 136.44 feet that bears South 49° 15' 28" West; thence along the arc of said curve a distance of 136.56 feet to the point of tangency; thence South 45° 01' 48" West, 932.64 feet to the point of curvature of a curve to the left, having a radius of 543.69 feet and a central angle of 30° 42' 46"; thence along the arc of said curve a distance of 291.44 feet to the point of tangency; thence South 14° 19' 03" West, 1119.05 feet to the point of curvature of a curve to the left, having a radius of 925.37 feet and a central angle of 21° 07' 06"; thence along the arc of said curve a distance of 341.08 feet to the point of tangency; thence South 06° 48' 04" East, 208.36 feet; thence South 03° 55' 00" East, 393.99 feet to the POINT OF BEGINNING; thence leaving said easterly right of way line, run South 89° 11' 37" East, 60.20 feet; thence South 03° 55' 00" East, 68.53 feet; thence South 00° 48' 23" West, 1031.98 feet; thence North 89° 11' 37" West, 60.00 feet to the aforesaid easterly right of way line; thence along said easterly right of way line, North 00° 48' 23" East, 1029.51 feet; thence North 03° 55' 00° West, 71.01 feet to the POINT OF BEGINNING.

Said parcel contains 1.516 Acres, more or less.

### NOTES

- 1. THE SKETCH OF DESCRIPTION IS NOT A SURVEY.
- 2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED 8ELOW.
- 3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY 4. FLORIDA, BEING SOUTH 89"35'48" WEST.

### CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF A MEMORY SHALL CHART HE REAL AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 51-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, FURSUARY TO CHAPTER 472.027, EVALUATE AND THE FLORIDA ADMINISTRATIVE CODE, FURSUARY TO CHAPTER 472.027, ..... FLORIDA STATUTES.

**ELI DONALDSON** PROFESSIONAL SURVEYOR AND MAPPER North Contraction \$ 1. .... 63 FLORIDA LICENSE NO. 6984 

	SECTION 27 & 34, TOW	NSHIP 23 SOUTH, RANG	E 27 EAST - ORANGE (	OUNTY, FLORIDA
225 E, Robinson SL, Suite 300 Orlando, FL 32801 407.839.4006 / FAX 407.839.4008	DRAWN BY: C.A.P.	CHECKED; E.J.D.	SKETCH &	
	PROJECT # 61965.00			
	DRAWING: 61965.00 R	DW 1.DWG	RIGHT O	
	DRAWING DATE: 05/02	2/2018	ORANG	
		SHEET 1 OF 2	ORANG	

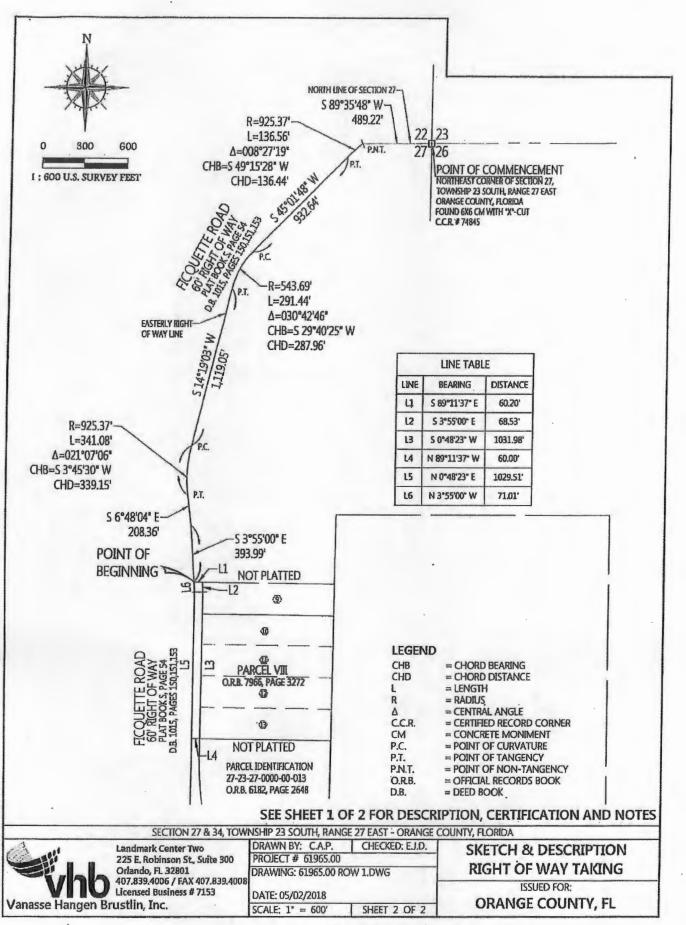
**ISSUED FOR: ORANGE COUNTY, FL** 

.....

11194

SKETCH & DESCRIPTION **RIGHT OF WAY TAKING** 

11 ..... \*\*\*\*\*\*\*\*\*\*\*



Page 2 of 8

A portion of land as described in Official Records Book 7966, Page 3272 as Recorded in the Public Records of Orange County, Florida. Said land being more particularly described as follows:

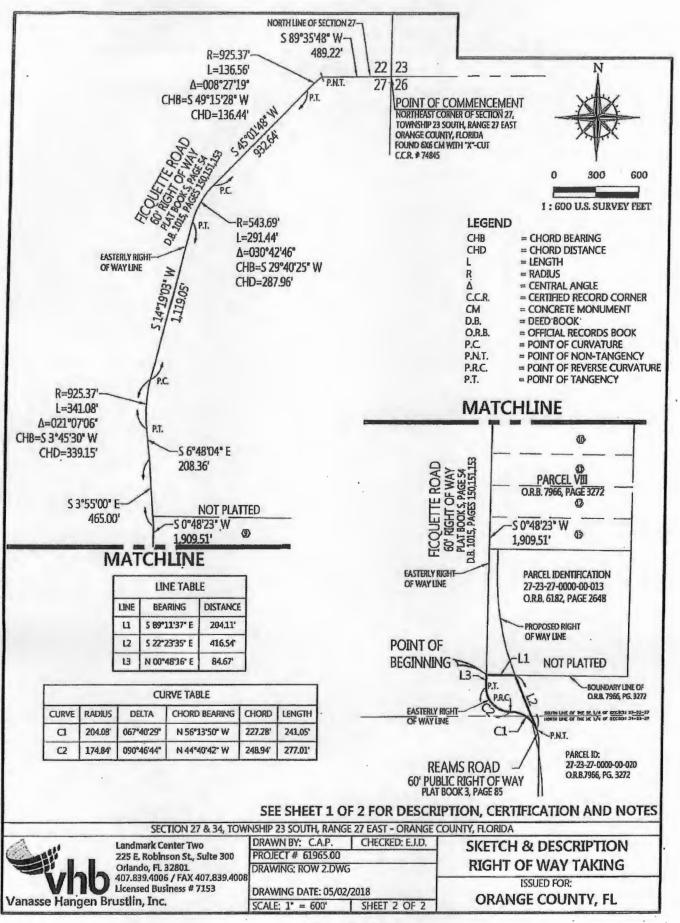
Commence at the northeast corner of said Section 27, Township 23 South, Range 27 East; thence run along the North line of said Section 27, South 89° 35' 48" West, 489.22 feet to a point on the easterly right of way line of Ficquette Rood as described in Official Records Book 7966, Page 3272 as recorded in the Public Records of Orange County, Florida; thence leaving said North line, run the following courses along said easterly right of way line, being a point on a non- tangent curve concave southeasterly, having a radius of 925.37 feet, a central angle of 8° 27' 19" and a chord of 136.44 feet that bears South 49" 15' 28" West; thence along the arc of said curve a distance of 136.56 feet to the point of tangency; thence South 45° 01' 48" West, 932.64 feet to the point of curvature of a curve to the left, having a radius of \$43.69 feet and a central angle of 30° 42' 46"; thence along the arc of said curve a distance of 291.44 feet to the point of tangency; thence South 14° 19' 03' West, 1119.05 feet to the point of curvature of a curve to the left, having a radius of 925.37 feet and a central angle of 21° 07' 06"; thence along the arc of said curve a distance of 341.08 feet to the point of tangency; thence South 06\* 48' 04\* East, 208.36 feet; thence South 03\* 55' 00\* East, 465.00 feet; thence South 00\* 48' 23\* West, 1909.51 feet to the POINT OF BEGINNING; thence leaving said easterly right of way line, run along the boundary line of lands described in said Official Records Book 7966, Page 3272, South 89° 11' 37" East, 204.11 feet; thence leaving said boundary line, run South 22° 23' 35" East, 416.54 feet to the easterly right of way line of Reams Road as described in Official Records Book 7966, Page 3272 as recorded in the Public Records of Orange County, Florida, being a point on a non-tangent curve concave southerly, having a radius of 204.08 feet, a central angle of 67° 40' 29° and a chord of 227.28 feet that bears North 56° 13' 50° West; thence along said easterly right of way line and arc of said curve a distance of 241.05 feet to the point of reverse curvature of a curve to the right, having a radius of 174.84 feet and a central angle of 90° 46' 44'; thence along said right of way and arc of said curve a distance of 277.01 feet to the point of tangency; thence North 00° 48' 16" East, 84.67 feet to the POINT OF BEGINNING.

Said parcel contains 1.468 Acres, more or less.

### NOTES:

- 1. THE SKETCH OF DESCRIPTION IS NOT A SURVEY.
- 2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED . SURVEYOR AND MAPPER LISTED BELOW.
- 3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
- 4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING SOUTH 89°35'48\* WEST.

	MY KNOWLEDGE AND BELIEF; AND STANDARDS OF PRACTICE FOR FLC	AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF THAT THIS SKETCH AND DESCRIPTION MEETS THE DREA SURVEYORS AND MAPPERS, AS SET FORTH IN DOMINISTRATIVE CODE: PURSUANT TO CHAPTER 472.027, CONTINUE THE 472.027, CONTINUE THE A72.027, CONTINUE THE 472.027, CONTINUE THE 472.027	
SECTION 27 & 34, TOW	NSHIP 23 SOUTH, RANGE 27 EAST - ORANGE C	OUNTY, FLORIDA	
Landmark Center Two 225 E. Robinson St., Suite 300 . Orlando, FL 32801	DRAWN BY: C.A.P. CHECKED: E.J.D. PROJECT # 61965.00 DRAWING: ROW 2.DWG	SKETCH & DESCRIPTION RIGH OF WAY TAKING ISSUED FOR: ORANGE COUNTY, FL	
VIDO 407.839.4006 / FAX 407.839.4008 Licensed Business # 7153 Vanasse Hangen Brustlin, Inc.	DRAWING DATE: 05/02/2018 SHEET 1 OF 2		



Page 4 of 8

A portion of land as described in Official Records Book 7966, Page 3272 as Recorded in the Public Records of Orange County, Florida. Said land being more particularly described as follows:

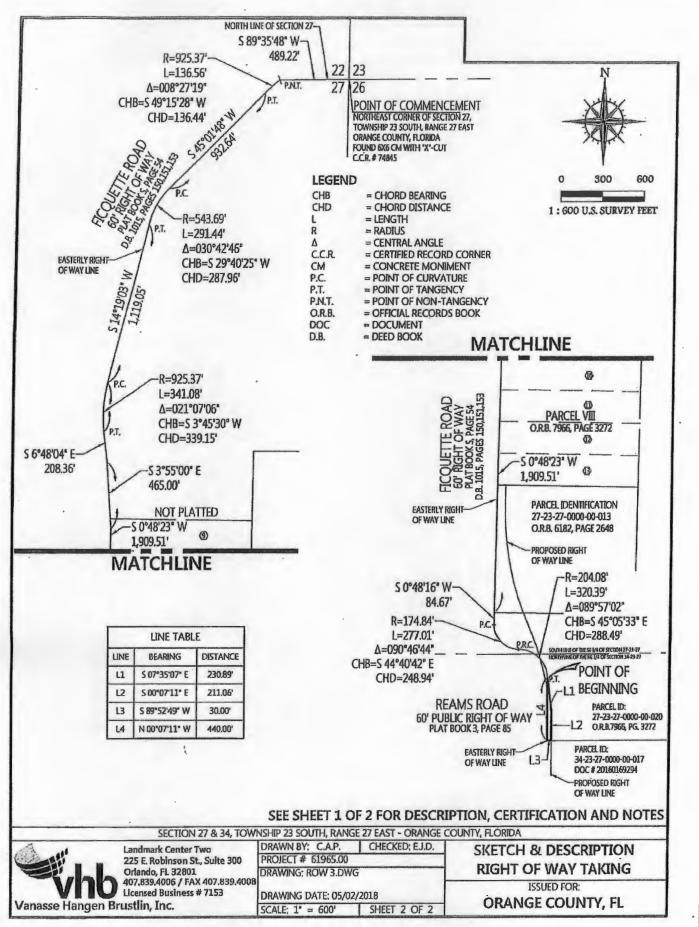
Commence at the northeast corner of said Section 27, Township 23 South, Range 27 East; thence run along the North line of said Section 27, South 89° 35' 48' West, 489.22 feet to a point on the easterly right of way line of Ficquette Rood as described in Official Records Book 7966, Page 3272 as recorded in the Public Records of Orange County, Florida; thence leaving said North line, run the following courses along said easterly right of way line, being a point on a non- tangent curve concave southeasterly, having a radius of 925.37 feet, a central angle of 8° 27' 19° and a chord of 136.44 feet that bears South 49° 15' 28' West; thence along the arc of said curve a distance of 136.56 feet to the point of tangency; thence South 45° 01' 48' West, 932.64 feet to the point of curvature of a curve to the left, having a radius of 543.69 feet and a central angle of 30° 42' 46'; thence along the arc of said curve a distance of 291.44 feet to the point of tangency; thence South 14° 19' 03' West, 1119.05 feet to the point of curvature of a curve to the left, having a radius of 925.37 feet, a central angle of 30° 42' 46'; thence along the arc of said curve a distance of said curve a distance of 341.08 feet to the point of tangency; thence South 06° 48' 04' East, 208.36 feet; thence South 03° 55' 00' East, 465.00 feet; thence South 00° 48' 23' West, 1909.51 feet; thence South 00° 48' 16' West, 84.67 feet to a point on the easterly right of way line of Reams Road per said Official Records Book 7966, Page 3272, being a point of curvature of a curve to the left, having a radius of 174.84 feet and a central angle of 90° 46' 44°; thence along said right of way and arc of said curve a distance of 320.39 feet to the point of tangency and the POINT OF BEGINNING; thence leaving said easterly right of way, run South 07° 35' 07' East, 230.89 feet; thence South 00° 07' 11' East, 211.06 feet; thence South 89° 52' 49' West, 30.00 feet to the aforementioned easterly right of way line of Reams Road; thence along said easterly right of way l

Said parcel contains 9,766 Square Feet, more or less.

### NOTES:

- 1. THE SKETCH OF DESCRIPTION IS NOT A SURVEY.
- 2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
- 3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
- 4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTH LINE OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING SOUTH 89°35'48" WEST.

	MY KNOWLEDGE STANDARDS OF P CHAPTER SJ-37 O FLORIDA STATUTE ELI DONALDSON PROFESSIONAL FLORIDA LICENS	HAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF AND BELIEP, AND THAT THIS SKETCH AND DESCRIPTION MEETS THE RACITCE FOR FLORIDA SURVEYORS AND MAPPERS AS SET FORTH IN FTHE FLORIDA ADMINISTRATIVE CODE: PURSUANT TO CHAPTER 472.027, S. No. 021.4 SURVEYOR AND MAPPER SURVEYOR AND MAPPER
SECTION	27 & 34, TOWNSHIP 23 SOUTH, RANGE 27 EAS	T - ORANGE COUNTY, FL'ORIDA
Landmark Center 225 E. Robinson S Orlando, FL 3280:	St., Suite 300 PROJECT # 61965.00 1 DRAWING: ROW 3.DWG	KED: E.J.D. SKETCH & DESCRIPTION   RIGHT OF WAY TAKING
Vinb 407.839.4006 / FA Licensed Business Vanasse Hangen Brustlin, Inc.	# 7153 DRAWING DATE: 05/02/2018	ISSUED FOR: ORANGE COUNTY, FL



Page 6 of 8

A portion of land as described in Official Records Book 7966, Page 3272 as Recorded in the Public Records of Orange County, Florida. Said land being more particularly described as follows:

Commence at the South quarter corner of Section 35, Township 23 South, Range 27 East; thence along the East line of the southwest quarter of said Section 35, North 00° 05' 39° East, 157.71 feet to the easterly right of way line of Reams Road as recorded in Plat Book 3, Page 85 of the Public Records of Orange County, Florida; thence leaving said East line of the southwest quarter, run along said easterly right of way line, North 54° 41' 07° West, 2239.39 feet to the POINT OF BEGINNING; thence continue along said easterly right of way line, North 54° 41' 07° West, 440.00 feet; thence leaving said easterly right of way line, run North 35° 18' 53° East, 30.00 feet; thence South 54° 41' 07° East, 440.00 feet; thence South 35°, 18' 53° West, 30.00 feet to the POINT OF BEGINNING.

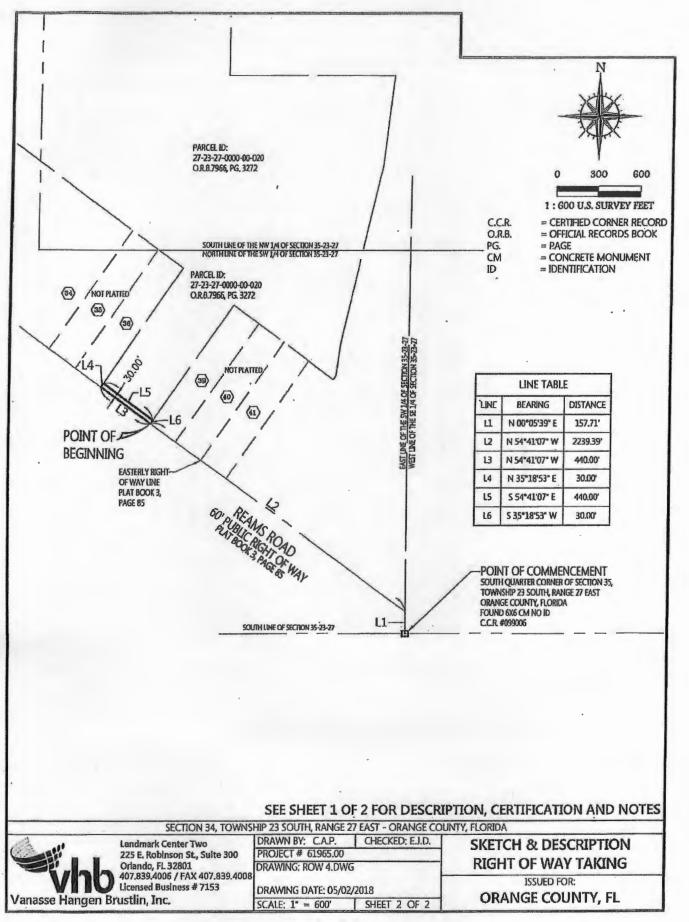
Said parcel contains 13,200 Square Feet, more or less.

### NOTES:

- 1. THE SKETCH OF DESCRIPTION IS NOT A SURVEY.
- 2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
- 3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING NORTH 00°05'39" EAST.

~	-		77	-	-	A *	-	0	NI
L	t	ĸ		FI		A	11	U	IN

		MY KNI STAND CHAPTI FLORID ELI DO PROFE	owledge and belief; and ards of practice for FLC	AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF D'HAT THIS SKETCH AND DESCRIPTION MEETS THE DRUDA SURVEYORS AND MARPENS, AS SET, FORTH IN DMINISTRATIVE COOP PURSUANT TO CHAPTER 472.027, INO. EDB4 5 12010 ND MAPPER ND MAPPER
	SECTION 34, TOWNS	HIP 23 SOUTH, RANGE 2	7 EAST - ORANGE COL	JNTY, FLORIDA
	Landmark Center Two 225 E. Robinson St., Suite 300 Orlando, FL 32801 407.839.4006 / FAX 407.839.4008 Licensed Business # 7153	DRAWN BY: C.A.P. PROJECT # 61965.00 DRAWING: ROW 4.DWO	RAWN BY: C.A.P. CHECKED: E.J.D. SKETCH & DESC ROJECT # 61965.00	
Vino Vanasse Hangen Br		DRAWING DATE: 05/02/2018		ISSUED FOR: ORANGE COUNTY, FL



Page 8 of 8