



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: September 22, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

FROM: William J. Blackham, Assistant Manager *WJB by*
Real Estate Management Division *RS*

CONTACT PERSON: William J. Blackham, Assistant Manager

DIVISION: Real Estate Management
Phone: (407) 836-7352

ACTION REQUESTED: Approval and execution of Partial Assignment of Utility Easement between Orange County, Florida and Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument

PROJECT: SSA/ESA J. Lawson Blvd Potable Water Re-pump Facility
District 4

PURPOSE: To provide for access, construction, operation, and maintenance of electrical facilities by Duke Energy Florida, LLC, d/b/a Duke Energy.

ITEM: Partial Assignment of Utility Easement
Revenue: None
Total size: 11.06 acres

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: County has requested Duke Energy Florida, LLC (Duke) to install and maintain certain electrical distribution lines and related facilities for a new water re-pump facility being constructed by County (Facility). County is the holder of an existing utility easement serving the Facility (Easement). In connection with Duke's provision of electrical service to the Facility, Duke has requested County to partially assign, without representation or warranty, its rights under the Easement to Duke.

Duke to pay all recording fees, if any.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

ORANGE COUNTY REAL ESTATE MGMT. DIV.
ATTN: PAUL BRYAN SLADEK, ESQ.
400 E. SOUTH ST.
5TH FLOOR
ORLANDO, FL 32801

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 13 2020

Property Appraisers Parcel Identification Number(s):

21-24-30-3127-02-006 (partial)
28-24-30-4128-00-004 (partial)
29-24-30-3943-00-001 (partial)
29-24-30-3943-52-000 (partial)

Project: SSA/ESA J. Lawson Blvd Potable Water Re-pump Facility

SPACE ABOVE THIS LINE FOR RECORDING DATA

PARTIAL ASSIGNMENT OF UTILITY EASEMENT

THIS PARTIAL ASSIGNMENT OF UTILITY EASEMENT (this “**Partial Assignment**”) is made and entered into as of the date last executed below (the “**Partial Assignment Effective Date**”) by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“**Assignor**”) whose mailing address is 201 South Rosalind Avenue, 5th Floor, Orlando, Florida, 32801, and DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a Duke Energy, (“**Assignee**”) whose address is 3300 Exchange Place, Lake Mary, Florida, 32746.

RECITALS

A. Assignor is the grantee of that certain “Utility Easement” made and executed by Ginn-La Airport, Ltd., LLLP, a Georgia limited liability partnership, (“**Grantor**”) and recorded on August 17, 2004, in Official Records Book 7576, Page 758, of the Official Records of Orange County, Florida (the “**Easement**”).

B. A true, correct, and complete copy of the Easement is set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference.

C. Pursuant to the Easement, the Grantor did “...give and grant unto the GRANTEE and its assigns, a non-exclusive ... easement for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary ... any ... utility facilities over, under, though, across and upon the...” the lands described in Exhibit “A” of the Easement (the “**Easement Area**”).

D. The Easement also provides that “GRANTEE may at any time increase its use of the easement granted herein ... or modify the size of existing utility lines or other facilities and

improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns in title ...”

E. Assignor is constructing a new water re-pump facility, known as the SSA/ESA J. Lawson Blvd Potable Water Re-pump Facility, (the “**Assignor Project**”) on those certain lands conveyed to Assignor in fee simple by that certain “Warranty Deed” recorded on April 4, 2011, in Official Records Book 10194, Page 926, of the Official Records of Orange County, Florida.

F. In connection with the Assignor Project, Assignee must install and maintain certain electrical distribution lines and related facilities within a portion of the Easement Area to serve the Assignor Project, (the “**Assignee Project**”) and Assignee has requested that Assignor partially assign its rights under the Easement to Assignee to allow Assignee to perform the Assignee Project.

G. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, a portion of Assignor’s rights, titles, duties, obligations, and interests in, to, and under the Easement, upon the terms and conditions set forth in this Partial Assignment.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Easement.

2. Partial Assignment. Assignor hereby assigns and transfers to Assignee, without representation or warranty of any kind or nature, a portion of Assignor’s rights, titles, duties, obligations, and interests in, to, and under the Easement, to the extent necessary to accommodate Assignee’s activities related to the Assignee Project.

3. Partial Assumption. Assignee hereby accepts and assumes from Assignor all of Assignor’s rights, titles, duties, obligations, and interests in, to, and under the Easement, to the extent related to the Assignee Project, and Assignee further agrees that, as a condition of this Partial Assignment, Assignee shall assume and abide by all terms and conditions of the Easement.

4. Applicable Laws. Any rights granted in this Partial Assignment shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, and any future modifications or amendments thereto.

5. No Third-Party Beneficiaries; Successors and Assigns. Except as otherwise expressly set forth herein, no person or entity other than the parties shall have any rights or privileges under this Partial Assignment, either as a third-party beneficiary or otherwise. This Partial Assignment shall be binding on and inure to the benefit and burden of the parties herein and their successors and assigns; provided, however, for avoidance of doubt, Assignee shall not further assign any rights, titles, duties, obligations, and interests in, to, and under the Easement without the written consent of Assignor.

6. Modification. This Partial Assignment may be altered, amended, or modified only by written instrument recorded in the Official Records of Orange County, Florida, executed by Assignor and Assignee (and, if applicable, all of Assignee's respective successors-in-interest and permitted assigns).

7. Enforcement. If either party violates any term, condition, restriction, or covenant of this Partial Assignment, or defaults in performing its obligations under the Partial Assignment, prior to bringing any action to enforce the provisions of this Partial Assignment, the non-defaulting party shall provide written notice of such default or violation specifying in reasonable detail the nature of such default or violation and providing ten (10) days in which to cure the default or violation. In order to constitute a sufficient notice of default, the notice shall specify in detail each item of default or violation, the applicable provision of this Partial Assignment for each item of default or violation, and the action necessary in order to cure each item of default or violation. If the default or violation is not cured within ten (10) days after receipt of such written notice, the non-defaulting party may seek to enforce this Partial Assignment and its provisions, and the non-defaulting party shall be entitled to pursue any and all equitable remedies available under Florida law, including, and if appropriate, injunctive relief, or any and all compensatory damages arising from such default (however, in no event may Assignee bring an action for consequential, special, incidental, punitive or other damages). If the default is not cured within the ten (10) day cure period, but reasonable efforts are being made to cure such default, then the cure period shall be extended for a reasonable time, but in no event longer than ten (10) days. Exclusive venue and exclusive personal jurisdiction for the settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Partial Assignment or any breach hereof, shall be Orange County, Florida.

8. Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

9. Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Partial Assignment, or the breach, enforcement, or interpretation of this Partial Assignment, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

10. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS UNDER OR CONNECTED WITH THIS PARTIAL ASSIGNMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

11. Governing Law. This Partial Assignment shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

12. Section Headings: Gender and Number. The headings preceding the sections of this Partial Assignment are for convenience only and shall not be considered in the construction or interpretation of this Partial Assignment. All personal pronouns used herein whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

13. Drafting; Negotiation. All of the parties to this Partial Assignment have participated fully in the negotiation and preparation hereof; this Partial Assignment shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted this Partial Assignment.

14. Severability. In case any one or more of the provisions contained in this Partial Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Partial Assignment and a valid, legal, and enforceable provision shall be agreed upon by the parties and become a part of this Partial Assignment in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and enforceable provision cannot be crafted, this Partial Assignment shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

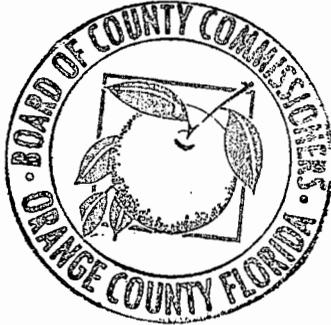
15. No Partnership. Nothing contained in this Partial Assignment shall be construed to create a partnership or joint venture between the parties or their successors in interest.

[signature pages and exhibit follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Partial Assignment to be duly executed as of the date and year first written above.

“ASSIGNOR”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 14 October 2020

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

BY: *Naelia Perez*
for Deputy Clerk

Naelia Perez
Printed Name

IN WITNESS WHEREOF, Assignor and Assignee have caused this Partial Assignment to be duly executed as of the date and year first written above.

“ASSIGNEE”

Signed, sealed, and delivered in the presence of:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a Duke Energy

[Signature]

Print Name: SCOTT GARNER

[Signature]

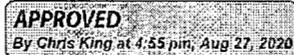
Print Name: Sandy Phelps

By: [Signature]

Print Name: Karen Adams

Title: Manager, Land Services

Date: September 17, 2020



STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of September, 2020, by Karen Adams, as Manager of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, on behalf of the company. S/he is personally known to me OR _____ has produced _____ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]



SANDRA K PHELPS
Commission # GG 236789
Expires August 11, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Public

[Signature]
Print Name

My Commission Expires: 08-11-2022

EXHIBIT "A"

Easement

(see attached one (1) instrument totaling nineteen (19) pages)



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

INSTR 20040527106
OR BK 07576 P6 0758 PGS=19
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
08/17/2004 02:56:43 PM
DEED DOC TAX 0.70
REC FEE 163.00

This instrument was prepared by:

Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

AUG 10 2004 *gf/je*

And following recordation should be returned to:

Real Estate Management Department
Orange County, Florida
Attn: Russell L. Corriveau
400 East South Street, 5th Floor
P.O. Box 1393
Orlando, Florida 32801-3391

**UTILITY EASEMENT
(Project J. Lawson Boulevard)**

THIS UTILITY EASEMENT made and executed this ____ day of _____, 2004, between GINN-LA AIRPORT, LTD., LLLP, a Georgia limited liability limited partnership, whose address for purposes of this instrument is 215 Celebration Place, Suite 200, Celebration, Florida 34747 (hereinafter referred to as "GRANTOR") to, in favor and for the benefit of ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address for purposes of this instrument is P.O. Box 1393, Orlando, Florida 32802-1392, (hereinafter referred to as "GRANTEE")



WITNESSETH:

That GRANTOR, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations paid by the GRANTEE, the receipt and sufficiency of which are hereby acknowledged, does hereby give and grant unto the GRANTEE and its assigns, a non-exclusive right-of-way and easement for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, potable water lines, wastewater lines, reclaimed water lines and any other utility facilities over, under, through, across and upon the following described lands situate in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT A

**Property Appraiser's Parcel Identification Number:
a portion of**

21-24-30-3127-00020

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

0027188/074650/742669-1

**AGENT & BCC
RETURN TO REAL ESTATE
MANAGEMENT DIVISION**

GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal use, operation or maintenance of the utilities lines and facilities placed therein by GRANTEE and its assigns, out of and away from the above-described right-of-way and easement, and GRANTOR, its 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 above-described and herein granted right-of-way and easement that may interfere with the normal use, operation or maintenance of the utility lines and facilities installed therein.

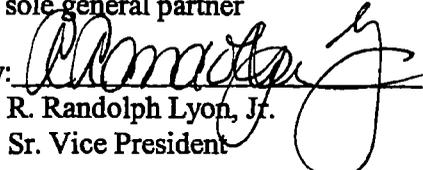
GRANTEE may at any time increase its use of the easement granted herein, change the location of pipelines or other facilities located within the boundaries of said right-of-way and easement, or modify the size of existing utility lines or other facilities and improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns in title, provided that GRANTEE does not expand its use of the easement beyond the boundaries of the right-of-way and easement described above.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name and on its behalf by its undersigned general partner as of the day and year first above written.

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

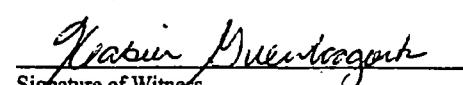
GINN-LA AIRPORT, LTD., LLLP, a Georgia limited liability limited partnership

By: GINN-AIRPORT GP, LLC, a Georgia limited liability company, its sole general partner

By: 
R. Randolph Lyon, Jr.
Sr. Vice President


Signature of Witness

Adele M. Moscaritolo
Printed/Typed Name of Witness


Signature of Witness

XABIER GUERICAGOTIA
Printed/Typed Name of Witness

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 16th day of July, 2004, by R. Randolph Lyon, Sr. Vice President of Ginn-Airport GP, LLC, a Georgia limited liability company, on behalf of said limited liability company its capacity as sole partner of Ginn-LA Airport, Ltd., LLLP, a Georgia limited liability limited partnership, on behalf of said limited liability limited partnership. He is [] personally known to me or [] has produced _____ as identification.

Witness my hand and official seal this 16th day of July, 2004.

(Notarial Seal)



Adele M. Moscaritolo
Commission #DD299629
Expires: Mar 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Adele M. Moscaritolo
Printed Name of Notary Public
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

JOINDER OF MORTGAGEE

The undersigned, **WACHOVIA BANK, N.A.**, a national banking association, the owner and holder of and the Mortgagee under that certain Mortgage and Assignment of Rents executed and delivered to it by Ginn-LA Airport, Ltd., LLLP, as Mortgagor, dated October 2, 2003 and recorded on October 3, 2003 in Official Records Book 7134 at Pages 61 et seq. of the Public Records of Orange County, Florida (hereinafter referred to as the "Mortgage") and the Secured Party under that certain Financing Statement naming Ginn-LA Airport, Ltd., LLLP, as Debtor, and Wachovia Bank, N.A., as Secured Party, recorded on October 3, 2003 in Official Records Book 7134 at Pages 86 et seq. of the Public Records of Orange County, Florida (hereinafter referred to as the "Financing Statement"), hereby joins in the execution and delivery of the within and foregoing Drainage Easement for the express purposes of (a) approving and consenting to the execution and delivery of the same by said Mortgagor and (b) agreeing that the terms and provisions of the aforesaid Mortgage and Financing Statement shall henceforth and for all purposes be junior, inferior and subordinate and subject in all respects to the terms and provisions of said Drainage Easement such that said Drainage Easement and each of the terms and provisions thereof shall survive and take precedence over any foreclosure (or Mortgagee's acceptance of a deed in lieu of foreclosure) of said Mortgage.

IN WITNESS WHEREOF, the undersigned Mortgagee has caused these presents to be executed by its undersigned officer(s) thereunto duly authorized in manner and form sufficient to bind it on or as of this 16 day of July, 2004.

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

WACHOVIA BANK, N.A., a national banking association

[Signature]
Signature of Witness

By: [Signature]
Name: Bradley J. Carpenter
Title: Senior Vice President

Stacy Hill
Name of Witness

Attest: _____
Name: _____
Title: _____

Kerri Mauch
Signature of Witness

Kerri Mauchin
Name of Witness

MORTGAGEE

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of July, 2004 by Bradley J. Carpenter, as Senior Vice President and _____, as _____, respectively, of Wachovia Bank, N.A., a national banking association, on behalf of said banking association. Each of them is personally know to me or has produced _____ as identification.



Stacy Hill
MY COMMISSION # DD234264 EXPIRES
July 23, 2007
BONDED THROUGH TROY FARM INSURANCE, INC.

(Notary Seal)

Stacy Hill
Signature of Notary Public

Stacy Hill
Printed Name of Notary Public
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

**EXHIBIT A
TO ORANGE COUNTY UTILITY EASEMENT
(Page 1 of 14)**

DESCRIPTION:

A portion of Lot 2, per the Plat of the Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southeast corner, of the South East 1/4, of Section 28, Township 24, Range 30 East; thence along the East Line of the said Southeast 1/4 run North 01°12'36" East a distance of 2761.84 feet to the Northeast corner of said Southeast 1/4, Section 28, Township 24 South, Range 30 East; thence along the East Line of the Northeast 1/4 of said Section 28 run North 01°13'24" East a distance of 537.82 feet; thence departing said East Line run South 90°00'00" West a distance of 523.35 feet to the POINT OF BEGINNING; thence South 38°49'08" West a distance of 34.11 feet; thence South 43°33'01" West a distance of 79.23 feet; thence South 41°49'31" West a distance of 49.45 feet; thence South 43°32'42" West a distance of 6.31 feet; thence South 87°25'26" West a distance of 111.99 feet to a point of curvature of a non-tangent curve concave Northwesterly, having a radius of 776.00 feet, a central angle of 13°43'59" and a chord distance of 185.55 feet that bears South 32°32'14" West; thence Southwesterly along the arc of said curve a distance of 186.00 feet; thence North 50°35'46" West a distance of 10.00 feet to a point of curvature of a non-tangent curve concave Northwesterly having a radius of 766.00 feet a central angle of 15°26'25" and a chord distance of 205.80 feet that bears North 31°41'01" East; thence Northeasterly along the arc of said curve a distance of 206.42 feet; thence North 87°25'24" East a distance of 100.06 feet; thence North 41°49'31" East a distance of 45.44 feet; thence North 43°33'01" East a distance of 78.57 feet; thence North 38°49'08" East a distance of 36.94 feet; thence South 42°23'28" East a distance of 25.30 feet to the POINT OF BEGINNING.

CONTAINING 8,737 sq.ft. more or less.

PREPARED FOR:
The Ginn Company.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SITE A
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE
NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH,
RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING
NORTH 01°13'24" EAST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE A
GINN-AIRPORT

ORANGE COUNTY, FLORIDA SECTION 28-24-30

DATE: 4/9/2004	REVISED:
SCALE: N/A	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	SITE A



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NO COMPLETE WITHOUT 2 SHEETS.

BRETT A. MOSCOWITZ, PSM #5011
DATE: 4.12.04

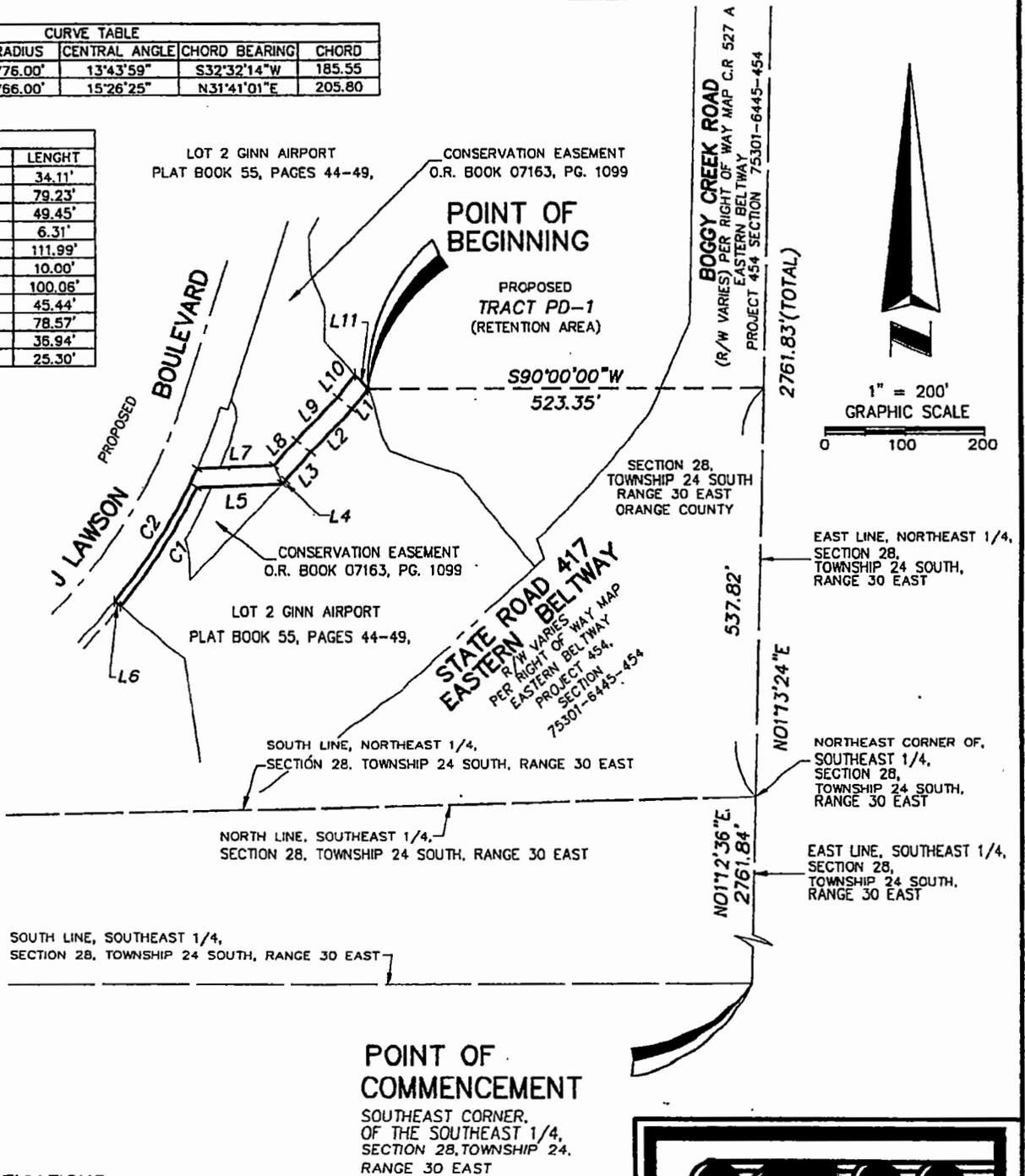
G:\LAWSON PROPERTY (Ginn Airport 39823)\DESCRIPTIONS\UTILITY DESC ALONG LAWSO BLVD EXHIBIT A-B-C.dwg, 4/12/2004 11:45:39 AM, W:\MSERVER\2000\p\m\m\p\0355

SKETCH OF DESCRIPTION:

EXHIBIT A
(Page 2 of 14)

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	186.00'	776.00'	13°43'59"	S32°32'14"W	185.55
C2	206.42'	766.00'	15°26'25"	N31°41'01"E	205.80

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°49'08"W	34.11'
L2	S43°33'01"W	79.23'
L3	S41°49'31"W	49.45'
L4	S43°32'42"W	6.31'
L5	S87°25'26"W	111.99'
L6	N50°35'46"W	10.00'
L7	N87°25'24"E	100.06'
L8	N41°49'31"E	45.44'
L9	N43°33'01"E	78.57'
L10	N38°49'08"E	36.94'
L11	S42°23'28"E	25.30'



LEGEND & ABBREVIATIONS:

- R/W = RIGHT OF WAY.
- O.R. = OFFICIAL RECORDS
- PG. = PAGE

PREPARED FOR:
The Ginn Company.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 4/9/2004	REVISED:
SCALE: 1"=200'	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	
	SITE A

AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

EXHIBIT A
(Page 3 of 14)

DESCRIPTION:

A portion of Lot 2, per the Plat of the Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southeast corner; of the Southeast 1/4, of Section 28, Township 24, Range 30 East; thence along the East Line of the said Southeast 1/4 run North 01°12'36" East a distance of 2512.64 feet; thence departing said East Line run North 90°00'00" East a distance of 1677.49 feet to the POINT OF BEGINNING; said point also begin a point on a non-tangent curve concave Northwesterly, having a radius of 6227.05 feet, a central angle of 13°51'47" and a chord distance of 1503.00 feet that bears South 71°38'28" West; thence Southwesterly along the arc of said curve a distance of 1506.67 feet to a point of a compound curvature of a curve concave Northeasterly, having a radius of 780.00 feet, a central angle of 45°42'18" and a chord distance of 605.84 feet that bears North 78°34'29" West; thence Northwesterly along the arc of said curve a distance of 622.21 feet; thence North 15°22'14" East a distance of 10.58 feet to a point on a non-tangent curve concave Northeasterly having a radius of 770.00 feet, a central angle of 45°57'36" and a chord distance of 601.23 feet that bears South 78°26'50" East; thence Southeasterly along the arc of said curve a distance of 617.66 feet to a point of curvature of a compound curve concave Northwesterly having a radius of 6217.05 feet, a central angle of 13°51'47" and a chord distance of 1500.58 feet that bears North 71°38'28" East; thence Northeasterly along the arc of said curve a distance of 1504.25 feet; thence South 25°17'25" East a distance of 10.00 feet to the POINT OF BEGINNING.

CONTAINING 20,939 sq.ft. more or less.

PREPARED FOR:
The Ginn Company.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SITE B
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE
NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH,
RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING
NORTH 01°12'24" EAST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE B
GINN-AIRPORT

ORANGE COUNTY, FLORIDA SECTION 28-24-30

DATE: 4/9/2004

SCALE: N/A

APPROVED BY: BAM

JOB NO. ASM39823

DRAWN BY: AG

REVISED:

SITE B



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT 2. SHEET

[Handwritten Signature]
BRET A. MOSCOWITZ, PSM #5011
DATE: 4.12.04

SKETCH OF DESCRIPTION:

EXHIBIT A (Page 4 of 14)

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49.

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49.

NORTHWEST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY

NORTHEAST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY

NORTHEAST CORNER OF
SOUTHEAST 1/4,
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST

1" = 400'

GRAPHIC SCALE

0 200 400

SOUTH LINE, NORTHWEST 1/4,
NORTH LINE, SOUTHWEST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST

NORTH LINE, SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST
SOUTH LINE, NORTHEAST 1/4,

CENTER SECTION

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49.

$L=617.66'$
 $R=770.00'$
 $\Delta=45^{\circ}57'36''$
 $CB=S78^{\circ}26'50''E$
 $CHORD=601.23'$

$L=1504.25'$
 $R=6217.05'$
 $\Delta=13^{\circ}51'47''$
 $CB=N71^{\circ}38'28''E$
 $CHORD=1500.58'$

$S25^{\circ}17'25''E$
 $10.00'$

PROPOSED
TRACT PD-2
(RETENTION AREA)
 $N90^{\circ}00'00''E$
 $1677.49'$

BELLSOUTH EASEMENT
BY GRUSENMEYER
O.R. BOOK 7253,
PG. 4800

$N15^{\circ}22'14''E$
 $10.58'$
PROPOSED
TRACT PD-3
(RETENTION AREA)

$L=622.21'$
 $R=780.00'$
 $\Delta=45^{\circ}42'18''$
 $CB=N78^{\circ}34'29''W$
 $CHORD=605.84'$

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49.

STATE ROAD 417
EASTERN BELTWAY
R/W VARIES

$L=1506.67'$
 $R=6227.05'$
 $\Delta=13^{\circ}51'47''$
 $CB=S71^{\circ}38'28''W$
 $CHORD=1503.00'$

POINT OF
BEGINNING

NORTHERLY R/W PER
RIGHT OF WAY MAP
EASTERN BELTWAY PROJECT 454
SECTION 75301-6445-454

SOUTHWEST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY

EAST LINE, SOUTHWEST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH,
RANGE 30 EAST
WEST LINE, SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH,
RANGE 30 EAST

SOUTHEAST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49.

EAST LINE, SOUTHEAST 1/4,
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST

POINT OF
COMMENCEMENT

SOUTHEAST CORNER,
OF THE SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24,
RANGE 30 EAST

SOUTH LINE, SOUTHWEST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST

SOUTH LINE, SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST

2761.84'(TOTAL)
2512.64'
N01^{\circ}12'36''E

LEGEND & ABBREVIATIONS:

R/W = RIGHT OF WAY.

PREPARED FOR:
The Ginn Company.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 4/9/2004	REVISED:
SCALE: 1"=400'	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	SITE B



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB/6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

EXHIBIT A
(Page 5 of 14)

DESCRIPTION:

A portion of Lot 2, per the Plat of the Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southwest corner, of the Southwest 1/4, of Section 28, Township 24 South, Range 30 East; thence along the West Line of the said Southwest 1/4 run North 00°33'51" West a distance of 2654.80 feet to the Northwest corner of Section 28, Township 24 South, Range 30 East; thence departing said West line run North 89°34'09" East a distance of 385.44 feet to the POINT OF BEGINNING; said point also being a point on a non-tangent curve concave Southeasterly having a radius of 152.00 feet, a central angle of 20°53'57" and a chord distance of 55.14 feet that bears North 78°55'02" East; thence Northeasterly along the arc of said curve a distance of 55.44 feet; thence North 89°22'00" East a distance of 347.84 feet to a point of curvature of curve concave Southwesterly, having a radius of 670.00 feet, a central angle of 13°57'29" and a chord distance of 162.82 feet that bears South 83°39'15" East; thence Southeasterly along the arc of said curve a distance of 163.22 feet; thence South 00°01'30" West a distance of 10.28 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 660.00 feet, a central angle of 14°09'48" and a chord distance of 162.74 feet that bears North 83°33'06" West; thence Northwesterly along the arc of said curve a distance of 163.15 feet; thence South 89°22'00" West a distance of 347.84 feet to a point of curvature of a curve concave Southeasterly, having a radius of 142.00 feet, a central angle of 88°53'29" and a chord distance of 198.87 feet that bears South 44°55'15" West; thence Southwesterly along the arc of said curve a distance of 220.31 feet; thence South 00°28'31" West a distance of 198.56 feet; thence South 89°31'29" East a distance of 20.00 feet; thence South 00°28'31" West a distance of 20.00 feet; thence North 89°31'29" West a distance of 30.00 feet; thence North 00°28'31" West a distance of 217.29 feet to a point of curvature of a non-tangent curve concave Southeasterly, having a radius of 152.00 feet, a central angle of 68°28'03" and a chord distance of 171.02 feet that bears North 34°14'02" West; thence Northeasterly along the arc of said curve a distance of 181.64 feet to the POINT OF BEGINNING.

CONTAINING 9,977 sq.ft. more or less.

PREPARED FOR:
The Ginn Company.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SITE C
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING NORTH 00°33'51" WEST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE C
GINN-AIRPORT

ORANGE COUNTY, FLORIDA SECTION 28-24-30

DATE: 04/09/2004
SCALE: N/A
APPROVED BY: BAM
JOB NO. ASM39823
DRAWN BY: AG

REVISED:
DESCRIPTION 7-13-04
DESCRIPTION 7-15-04
SITE C



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NO COMPLETE WITHOUT 2 SHEETS.

BRETT A. MOSCOVITZ, PSM #5011
DATE: 1.15.04

SKETCH OF DESCRIPTION:

EXHIBIT A

(Page 6 of 14)

WEST LINE, NORTHWEST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST
EAST LINE, NORTHEAST 1/4,
SECTION 29, TOWNSHIP 24 SOUTH, RANGE 30 EAST
LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49,

NORTHWEST CORNER OF
SOUTHWEST 1/4,
SECTION 28-24-30
NORTHEAST CORNER OF
SOUTHWEST 1/4,
SECTION 29-24-30

NORTHWEST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY

$L=55.44'$
 $R=152.00'$
 $\Delta=20^{\circ}53'57''$
 $CB=N78^{\circ}55'02''E$
 $CHORD=55.14'$

$L=163.22'$
 $R=670.00'$
 $\Delta=13^{\circ}57'29''$
 $CB=S83^{\circ}39'15''E$
 $CHORD=162.82'$

POINT OF BEGINNING

PROPOSED

J LAWSON

BOULEVARD
(R/W VARIES)

$N89^{\circ}34'09''E$ 385.44'

$N89^{\circ}22'00''E$ 347.84'

$S89^{\circ}22'00''W$ 347.84'

$L=181.64'$
 $R=152.00'$
 $\Delta=68^{\circ}28'03''$
 $CB=N34^{\circ}14'02''E$
 $CHORD=171.02'$

$L=220.31'$
 $R=142.00'$
 $\Delta=88^{\circ}53'29''$
 $CB=S44^{\circ}55'15''W$
 $CHORD=198.87'$

$L=163.15'$
 $R=660.00'$
 $\Delta=14^{\circ}09'48''$
 $CB=N83^{\circ}33'06''W$
 $CHORD=162.74'$

$S00^{\circ}01'30''W$
10.28'

$N00^{\circ}28'31''E$
217.29'

$S00^{\circ}28'31''W$
198.56'

$S89^{\circ}31'29''E$
20.00'

$S00^{\circ}28'31''W$
20.00'

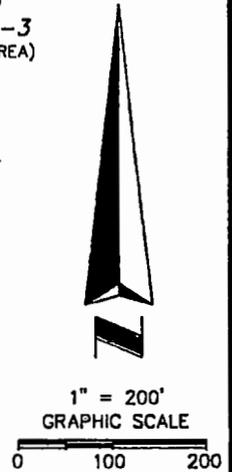
$N89^{\circ}31'29''W$
30.00'

PROPOSED
TRACT PD-3
(RETENTION AREA)

WEST LINE, SOUTHWEST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST
EAST LINE, SOUTHWEST 1/4,
SECTION 29, TOWNSHIP 24 SOUTH, RANGE 30 EAST

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49,

SOUTHWEST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY



$N00^{\circ}33'51''W$

POINT OF COMMENCEMENT

SOUTHWEST CORNER,
OF THE SOUTHWEST 1/4,
SECTION 28, TOWNSHIP 24,
RANGE 30 EAST

NORTHERLY R/W PER
RIGHT OF WAY MAP
EASTERN BELTWAY PROJECT 454
SECTION 75301-6445-454

SOUTH LINE, SOUTHWEST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH,
RANGE 30 EAST

LEGEND & ABBREVIATIONS:

R/W = RIGHT OF WAY.

PREPARED FOR:
The Ginn Company.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 04/09/2004	REVISED:
SCALE: 1"=200'	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	
	SITE C



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

EXHIBIT A
(Page 7 of 14)

DESCRIPTION:

A portion of Lot 2, per the Plat of the Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southwest corner, of the Southwest 1/4, of Section 28, Township 24 South, Range 30 East; thence along the West Line of the said Southwest 1/4 run North 00°33'51" West a distance of 2654.80 feet to the Northwest corner of said Section 28; thence along the West Line of the Northwest 1/4 of said Section 28, North 00°39'46" East a distance of 121.71 feet; thence departing said West line run North 90°00'00" East a distance of 275.01 feet to the POINT OF BEGINNING; thence North 89°22'00" East a distance of 509.76 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 780.00 feet, a central angle of 45°40'50" and a chord distance of 605.54 feet that bears South 67°47'33" East; thence Southeasterly along the arc of said curve a distance of 621.88 feet; thence South 44°57'08" East a distance of 279.21 feet to a point of curvature of a curve concave Northeasterly having a radius of 660.00 feet, a central angle of 56°28'30" and a chord distance of 624.53 feet that bears South 73°11'123" East; thence Southeasterly along the arc of said curve a distance of 650.55 feet to a point of a compound curvature of a curve concave Northwesterly having a radius of 6107.05 feet, a central angle of 10°19'12" and a chord distance of 1098.49 feet that bears North 73°24'46" East; thence Northeasterly along the arc of said curve a distance of 1099.99 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, a central angle of 53°13'26" and a chord distance of 22.40 feet that bears South 41°49'43" West; thence Southwesterly along the arc of said curve a distance of 23.22 feet to a point of compound curvature of a curve concave Northwesterly, having a radius of 6117.05 feet, a central angle of 10°07'56" and a chord distance of 1080.31 feet that bears South 73°30'24" West; thence Southwesterly along the arc of said curve a distance of 1081.74 feet to a point of compound curvature of a curve concave Northeasterly, having a radius of 670.00 feet, a central angle of 56°28'30" and a chord distance of 633.99 feet that bears North 73°11'23" West; thence Northwesterly along the arc of said curve a distance of 660.40 feet; thence North 44°57'08" West a distance of 279.21 feet to a point of curvature of a curve concave Southwesterly, having a radius of 770.00 feet, a central angle of 45°40'50" and a chord distance of 597.77 feet that bears North 67°47'33" West; thence Northwesterly along the arc of said curve a distance of 613.90 feet; thence South 89°22'00" West a distance of 489.75 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 25.00 feet, a central angle of 53°09'12" and a chord distance of 22.37 feet that bears North 64°04'47" West; thence Northwesterly along the arc of said curve a distance of 23.19 feet to the POINT OF BEGINNING.

CONTAINING 31,512 sq.ft. more or less.

PREPARED FOR:
The Ginn Company,

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SITE D
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE, OF THE SOUTHWEST 1/4, OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING NORTH 00°33'51" WEST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE D
GINN-AIRPORT

ORANGE COUNTY, FLORIDA SECTION 28-24-30

DATE: 4/9/2004

SCALE: N/A

APPROVED BY: BAM

JOB NO. ASM39823

DRAWN BY: AG

REVISED:

DESCRIPTION 7-13-04

SITE D



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NO COMPLETE WITHOUT 2 SHEETS.

BRETT A. MSCOVITZ, PSM #5011
DATE: 7.13.04

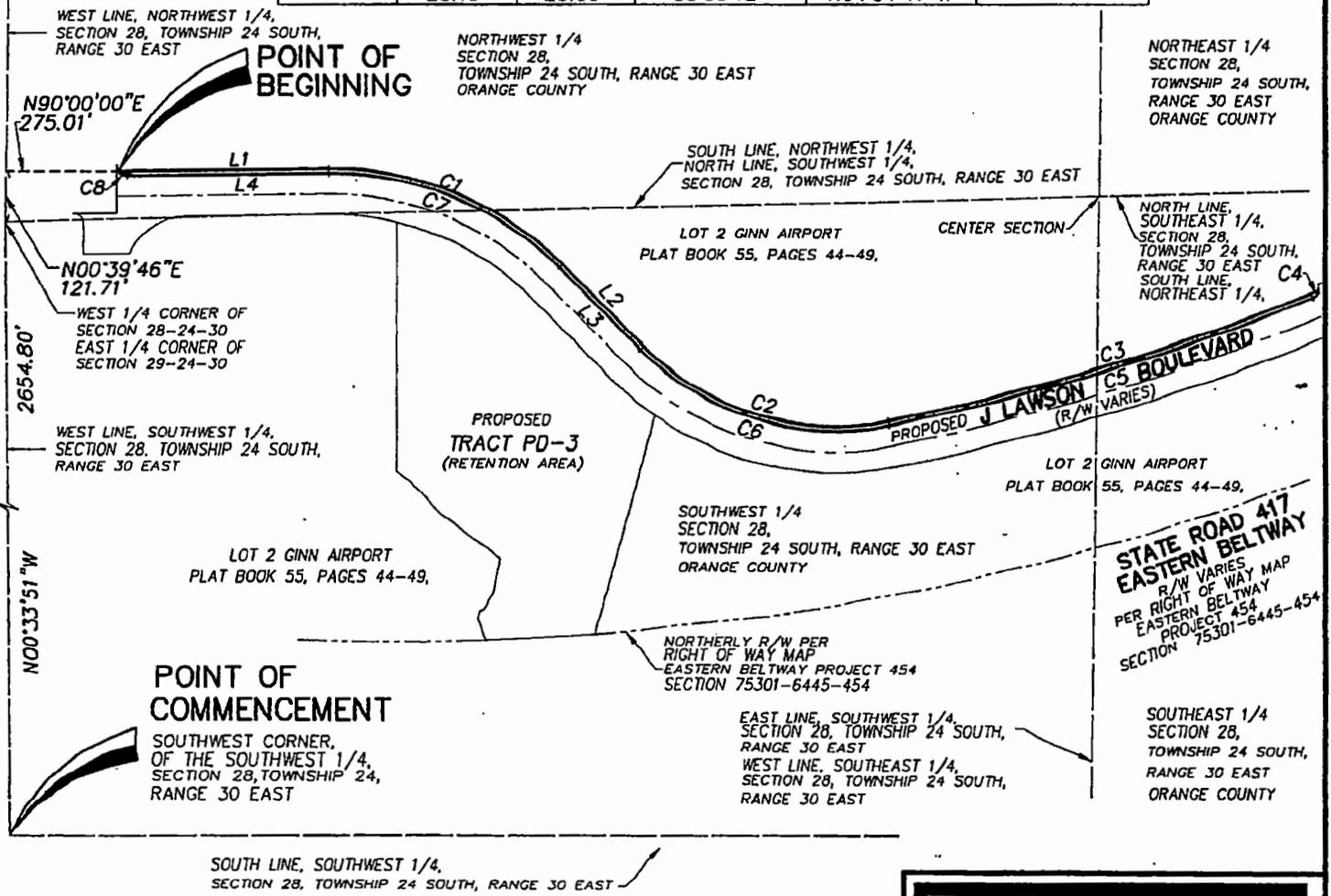
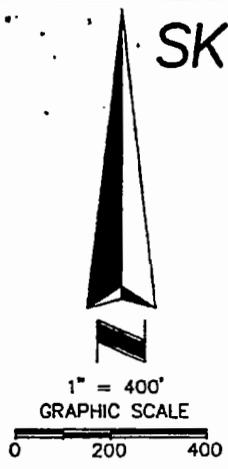
*LAWSON PROPERTY (ginn airport 39823) DESCRIPTIONS.dwg UTILITY DESC ALONG LAWSON BLVD EXHIB D-E-F.dwg, 7/13/2004 9:15:52 AM, \ASMSERVER2004\Parsons\ PP-D355

SKETCH OF DESCRIPTION:

EXHIBIT A
(Page 8 of 14)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°22'00"E	509.76'
L2	S44°57'08"E	279.21'
L3	N44°57'08"W	279.21'
L4	S89°22'00"W	489.75'

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	621.88'	780.00'	45°40'50"	S67°47'33"E	605.54
C2	650.55'	660.00'	56°28'30"	S73°11'23"E	624.53
C3	1099.99'	6107.05'	10°19'12"	N73°24'46"E	1098.49
C4	23.22'	25.00'	53°13'26"	S41°49'43"W	22.40
C5	1081.74'	6117.05'	10°07'56"	S73°30'24"W	1080.31
C6	660.40'	670.00'	56°28'30"	N73°11'23"W	633.99
C7	613.90'	770.00'	45°40'50"	N67°47'33"W	597.77
C8	23.19'	25.00'	53°09'12"	N64°04'47"W	22.37



LEGEND & ABBREVIATIONS:

R/W = RIGHT OF WAY.

PREPARED FOR:
The Ginn Company.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 4/9/2004	REVISED:
SCALE: 1"=400'	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	
	SITE D

LAWSON PROPERTY (Ginn Airport 39823) DESCRIPTIONS & UTILITY DESC ALONG LAWSON BLVD EXHIB. D-E-F. Job: 4/12/2004 10:52:13 AM, \\ASMSERVER\BDD\ASAM\ASAM\PP-0355

EXHIBIT A
(Page 9 of 14)

DESCRIPTION:

A portion of Lot 2, per the Plat of the Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southeast corner, of the Southeast 1/4, of Section 28, Township 24 South, Range 30 East; thence along the East Line of the said Southeast 1/4 run North 01°12'36" East a distance of 2761.84 feet to the Northeast corner of said Southeast 1/4; thence along the East Line of the Northeast 1/4 of said Section 28 run North 01°13'24" East a distance of 140.57 feet; thence departing said East Line run North 90°00'00" West a distance of 1155.74 feet to the POINT OF BEGINNING; thence South 63°04'45" West a distance of 471.81 feet to a point of curvature of a curve concave Northwesterly, having a radius of 6117.05 feet, a central angle of 04°19'37" and a chord distance of 461.85 feet that bears South 65°14'33" West; thence Southwesterly along the arc of said curve a distance of 461.96 feet to a point of curvature of a compound curve concave Northeasterly, having a radius of 25.00 feet, a central angle of 53°13'27" and a chord distance of 22.40 feet that bears North 85°58'55" West; thence along the arc of said curve a distance of 23.22 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 6107.05 feet, a central angle of 04°30'53" and a chord distance of 481.11 feet that bears North 65°20'11" East; thence Northeasterly along the arc of said curve a distance of 481.22 feet; thence North 63°04'45" East a distance of 471.81 feet; thence South 26°55'15" East a distance of 10.00 feet to the POINT OF BEGINNING.

CONTAINING 9,174 sq.ft. more or less.

PREPARED FOR:
The Ginn Company.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SITE E
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE, OF THE SOUTHEAST 1/4, OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING NORTH 01°12'36" EAST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE E
GINN-AIRPORT

RANGE COUNTY, FLORIDA SECTION 28-24-30

DATE: 4/9/2004	REVISED:
SCALE: N/A	DESCRIPTION 7-13-04
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	SITE E



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NO COMPLETE WITHOUT 2 SHEETS.

BRETT A. MOSCOVITZ, PSM #5011
DATE: 7/13/04

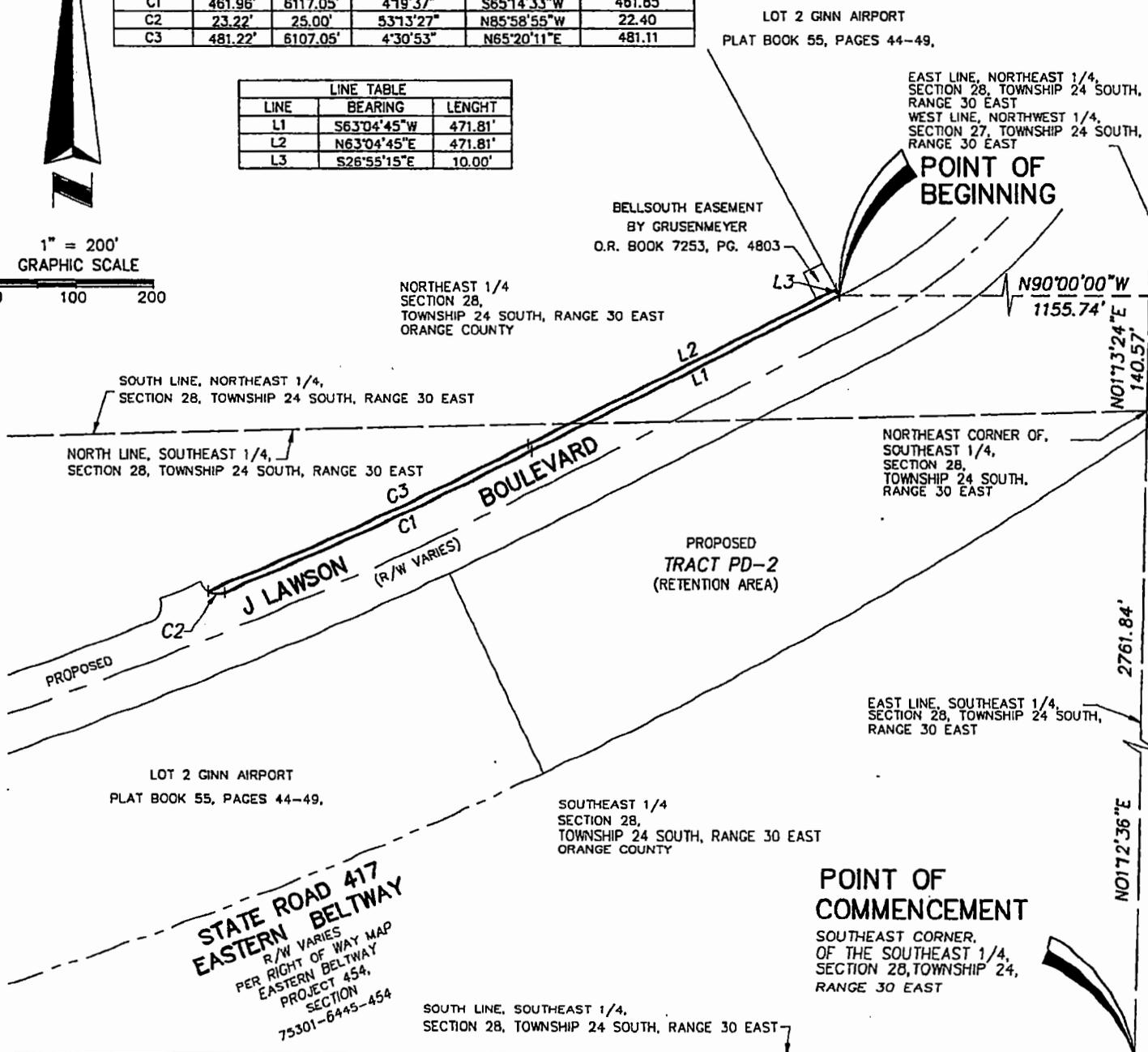
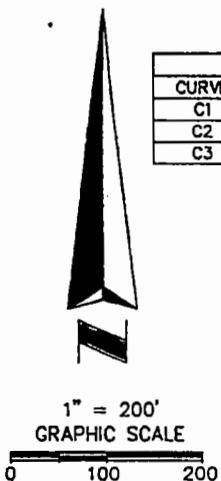
LAWSON PROPERTY (ginn airport 39823) DESCRIPTIONS.dwg UTILITY DESC ALONG LAWSON BLVD EXHIB.D-B-P.dwg, 7/13/2004 9:17:01 AM, \ASMSERVER2004\Panasonic FP-D355

SKETCH OF DESCRIPTION:

EXHIBIT A
(Page 10 of 14)

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	461.96'	6117.05'	4°19'37"	S65°14'33"W	461.85
C2	23.22'	25.00'	53°13'27"	N85°58'55"W	22.40
C3	481.22'	6107.05'	4°30'53"	N65°20'11"E	481.11

LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°04'45"W	471.81'
L2	N63°04'45"E	471.81'
L3	S28°55'15"E	10.00'



LEGEND & ABBREVIATIONS:

R/W = RIGHT OF WAY.

PREPARED FOR:
The Ginn Company.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 4/9/2004	REVISED:
SCALE: 1"=200'	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	
	SITE E

LAWSON PROPERTY (Ginn Airport 39823) DESCRIPTIONS.dwg UTILITY DESC ALONG LAWSON BLVD EXHIB D-E.P..dwg, 4/12/2004 10:55:39 AM, (V:\SM\SERVER\2004\Projects\PP-D355

EXHIBIT A
(Page 11 of 14)

DESCRIPTION:

A portion of Lot 2, per the Plat of the Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, and lying in Section 28, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southeast corner, of the Southeast 1/4, of Section 28, Township 24 South, Range 30 East; thence along the East Line of the said Southeast 1/4 run North 01°12'36" East a distance of 2761.84 feet to the Northeast corner of said Southeast 1/4, Section 28, Township 24 South, Range 30 East; thence along the East Line of the Northeast 1/4 of said Section 28 run North 01°13'24" East a distance of 444.14 feet; thence departing said East Line run South 90°00'00" West a distance of 851.01 feet to the POINT OF BEGINNING; thence North 62°46'25" West a distance of 10.00 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 656.00 feet, a central angle of 09°13'26" and a chord distance of 105.49 feet that bears North 22°05'35" East; thence Northeasterly along the arc of said curve a distance of 105.61 feet; thence South 72°24'22" East a distance of 10.00 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 666.00 feet, a central angle of 09°13'48" and a chord distance of 107.17 feet that bears South 22°05'52" West; thence Southwesterly along the arc of said curve a distance of 107.29 feet to the POINT OF BEGINING.

CONTAINING 1,064 sq.ft. more or less.

PREPARED FOR:
The Ginn Company.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SITE F
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE, OF THE SOUTHEAST 1/4, OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING NORTH 01°12'36" EAST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE F
GINN-AIRPORT

ORANGE COUNTY, FLORIDA SECTION 28-24-30

DATE: 4/13/2004	REVISED:
SCALE: N/A	DESCRIPTION 7-15-04
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	SITE F



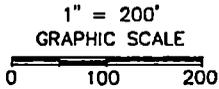
AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION IS NO COMPLETE WITHOUT 2 SHEETS.

BRETT A. MOSCOVITZ, PSM #5011
DATE: 7-15-04

SKETCH OF DESCRIPTION:

EXHIBIT A
(Page 12 of 14)



CONSERVATION EASEMENT
O.R. BOOK 07163, PG. 1099

NORTHEAST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST
ORANGE COUNTY

PROPOSED
TRACT PD-1
(RETENTION AREA)

BOGGY CREEK ROAD
(R/W VARIES) PER RIGHT OF WAY MAP C.R. 527 A
EASTERN BELTWAY
PROJECT 454 SECTION 75301-6445-454

EAST LINE, NORTHEAST 1/4,
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST
WEST LINE, NORTHWEST 1/4,
SECTION 27,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST

S72°24'22"E
10.00'
L = 105.61'
R = 656.00'
Δ = 09°13'26"
CB = N22°05'35"E
CHORD = 105.49'

N62°46'25"W
10.00'

POINT OF
BEGINNING

S90°00'00"W
851.01'
L = 107.29'
R = 666.00'
Δ = 09°13'48"
CB = S22°05'52"W
CHORD = 107.17'

SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST
ORANGE COUNTY

EAST LINE, NORTHEAST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST

LOT 2 GINN AIRPORT
PLAT BOOK 55, PAGES 44-49,

STATE ROAD 417
EASTERN BELTWAY
(R/W VARIES) PER RIGHT OF WAY MAP
EASTERN BELTWAY
PROJECT 454,
SECTION 75301-6445-454

SOUTH LINE, NORTHEAST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST

NORTH LINE, SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST

SOUTH LINE, SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST

SOUTHEAST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST
ORANGE COUNTY

POINT OF
COMMENCEMENT
SOUTHEAST CORNER,
OF THE SOUTHEAST 1/4,
SECTION 28, TOWNSHIP 24,
RANGE 30 EAST

NORTHEAST CORNER OF,
SOUTHEAST 1/4,
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST

EAST LINE, SOUTHEAST 1/4
SECTION 28,
TOWNSHIP 24 SOUTH,
RANGE 30 EAST

LEGEND & ABBREVIATIONS:

- R/W = RIGHT OF WAY.
- O.R. = OFFICIAL RECORDS
- PG. = PAGE

PREPARED FOR:
The Ginn Company.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 4/13/2004	REVISED:
SCALE: 1"=200'	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: AG	
	SITE F



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#8393
320 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 426-7979

EXHIBIT A
(Page 13 of 14)

DESCRIPTION:

A portion of Lot 2 per the plat of Ginn-Airport as recorded in Plat Book 55, Pages 44 through 49 of the Public Records of Orange County, Florida and lying in Sections 28 and 29, Township 24 South, Range 30 East and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of aforesaid Section 28; thence North 00°39'46" East a distance of 127.26 feet along the West line of said Northwest 1/4; thence departing said West line run South 90°00'00" East a distance of 807.78 feet to the POINT OF BEGINNING; thence North 00°00'00" East a distance of 1309.42 feet to a point on the North line of a 135 foot Electrical Transmission Easement as recorded in Official Records Book 1838, Page 953; thence along said North line, South 89°22'00" West a distance of 8099.79 feet to a point on the West line of aforesaid Lot 2 and the West line of the Northwest 1/4 of Section 29, Township 24 South, Range 30 East; thence along said West line of Lot 2 and West line of the Northwest 1/4, North 00°07'47" West a distance of 50.00 feet; thence departing said West line of Lot 2 and West line of the Northwest 1/4 run North 89°22'00" East a distance of 8159.87 feet; thence South 00°00'00" West a distance of 1364.65 feet to a point on a non-tangent curve concave Southerly, having a radius of 780.00 feet, a central angle of 05°09'14" and a chord of 70.14 feet that bears North 86°21'30" West; thence Northwesterly along the arc of said curve 70.16 feet to the POINT OF BEGINNING.

CONTAINING 9.190 acres more or less.

PREPARED FOR:
The Ginn Company

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AS BEING NORTH 00°39'46" EAST.

SKETCH OF DESCRIPTION

OF
UTILITY EASEMENT - SITE 1
GINN-AIRPORT

ORANGE COUNTY, FLORIDA SECTION 28&29-24-30

DATE: 03/15/2004

REVISED:

SCALE: NOT TO SCALE

APPROVED BY: BAM

JOB NO. ASM38823

DRAWN BY: SMP

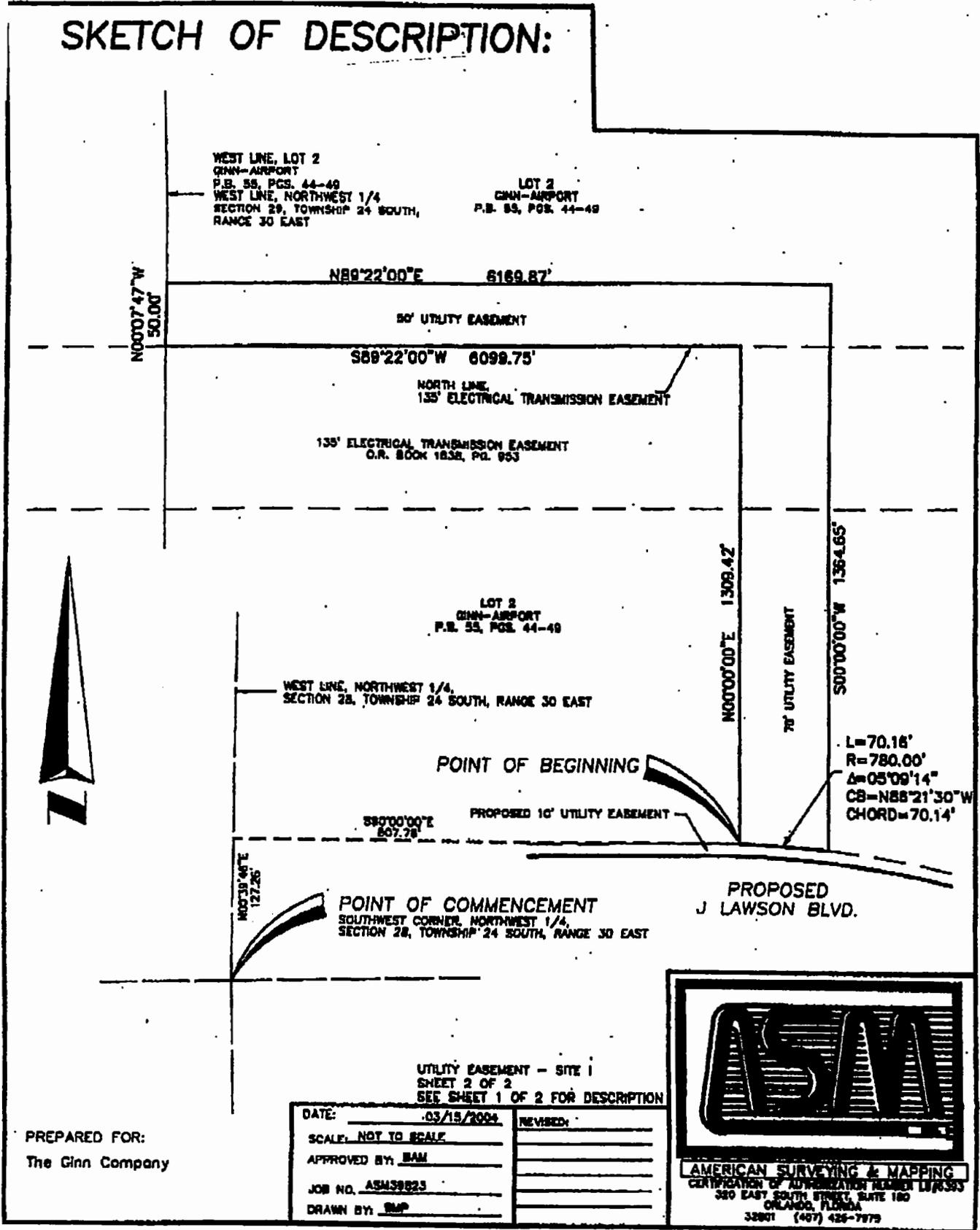


AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB98303
350 EAST SOUTH STREET, SUITE 180
ORLANDO, FLORIDA
32801 (407) 428-7978

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[Signature] 3/17/04
BRETT A. MOSCOWITZ, PSM #5011 FOR THE FIRM

SKETCH OF DESCRIPTION:



PREPARED FOR:
 The Ginn Company

DATE: 03/15/2004	REVISION:
SCALE: NOT TO SCALE	
APPROVED BY: BAM	
JOB NO. ASM39823	
DRAWN BY: BMP	

G. LAWSON PROPERTY (plan sheet 39823) SUBJECT TO 70' - 30' UTILITY EASEMENT LAWSON BLVD. (map 3142804 3-26-03 P&M, 3-14-2004) REVISION 03/15/2004