



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** September 10, 2021

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Mary Tiffault, Senior Title Examiner *LM FOR MT*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval of Conservation and Access Easement from Eagle Creek Development Corporation to Orange County and authorization to record instrument

**PROJECT:** Eagle Creek I CAI-14-06-022 (PN 19274)  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of roadway improvements as a requirement of development.

**ITEM:** Conservation and Access Easement  
Cost: Donation  
Total size: 18.51 acres

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

**REMARKS:** Grantor to pay all recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
SEP 28 2021

**Instrument prepared by and recorded  
original returned to:  
Real Estate Management Division  
Orange County, Florida  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32801**

THIS IS A DONATION

Project: Eagle Creek Village I CAI-14-06-022 (PN 19274)

Parcel Identification Number  
a portion of: 33-24-31-2298-06-001  
(18.51 acre Stormwater Pond)

**CONSERVATION AND ACCESS  
EASEMENT**

This Conservation and Access Easement is made this 11<sup>th</sup> day of August, 2021 by Eagle Creek Development Corporation, a Florida Corporation, whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, FL 32701 ("**Grantor**"), in favor of Orange County, a charter county and political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

**WITNESSETH:**

**WHEREAS**, Grantor solely owns in fee simple certain real property in Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "**Property**"); and

**WHEREAS**, Grantor desires to construct a residential subdivision at a site in Orange County, more particularly described in **Exhibit "B"** attached hereto and incorporated by this reference, (the "**Project Site**"), which is subject to the regulatory jurisdiction of Orange County; and

**WHEREAS**, Conservation Area Impact Permit No. CAI-14-06-022 (the "**Permit**"), and any modifications thereto issued by the Grantee (the "**Permit**") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

**WHEREAS**, the Permit requires that Grantor preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

**WHEREAS**, Grantor desires to preserve the Property in its natural condition, as that may be altered in accordance with the Permit, in perpetuity.

**NOW, THEREFORE**, in consideration of TEN DOLLARS in hand paid by Grantee to Grantor, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes, as it may be amended, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "**Conservation Easement**"). In exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Grantor hereby voluntarily grants and conveys to Grantee an access easement in perpetuity over the Project Site to the extent hereinafter set forth (the "**Access Easement**"). Grantor fully warrants title to the Property and to the Project Site, and will warrant and defend the same against the lawful claims of all persons whomsoever. Collectively, the Conservation Easement and the Access Easement are referred to as the "**Conservation and Access Easement**".

1. **Purpose.** The purpose of the Conservation Easement is to assure that the Property will be retained forever in its natural condition, as that may be altered in accordance with the Permit, and to prevent any use of the Property that might impair or interfere with the environmental value of the Property. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

2. **Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the Permit, any activity on or use of the Property inconsistent with the Conservation Easement's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the Property:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights in the Property.** Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, which are not expressly prohibited herein and are not inconsistent with the Permit or the purpose of this Conservation Easement.

Specifically, Grantor reserves unto itself, and its successors and assigns, the right to construct and maintain the southernmost 150 feet for water retention purposes and a portion of a subdivision road. No permanent structures, other than the subdivision road, stormwater retention facilities, and an equestrian trail with associated fences shall be constructed within the Conservation Easement area.

4. **Public Access.** No right or access by the general public to any portion of the Property or the Project Site is conveyed by this Conservation and Access Easement.

5. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights and easements to Grantee:

(a) **Access Easement.** To enter on, over and through the Project Site for the purpose of vehicular and pedestrian ingress and egress over and across the Project Site as is necessary for Grantee to access the Property in a reasonable manner and at reasonable times for the purposes granted or conveyed by the Conservation Easement. Upon platting of any portion of the Project Site, all platted residential lots shown on any such plat shall be deemed released from the Access Easement, provided that Grantee retains access for the purposes stated herein to the Conservation Easement by a platted access easement or public road.

(b) **Conservation Easement.** To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with the Conservation Easement, and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the Permit.

(c) **Conservation and Access Easement.** To proceed at law or in equity to enforce the provisions of this Conservation and Access Easement and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation and Access Easement.

6. **Grantee's Discretion.** Grantee may enforce the terms of this Conservation and Access Easement at its discretion, but if Grantor breaches any term of this Conservation and Access Easement and Grantee does not exercise its rights under this Conservation and Access Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation and Access Easement, or of any of the Grantee's rights under this Conservation and Access Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation and Access Easement.

7. **Grantee's Liability.** Grantor will assume all liability for any injury or damage to the person or property of third parties that may occur on the Property and Project Site. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property that may occur on the Property or Project Site.

8. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation and Access Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

9. **Recordation.** Grantor shall record this Conservation and Access Easement in timely fashion in the Public Records of Orange County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation and Access Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation and Access Easement in the public records.

10. **Successors.** The covenants, terms, conditions and restrictions of this Conservation and Access Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property and Project Site.

[Signatures on following page]

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

Signed, sealed and delivered in the presence of:

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

*Theresa Sgambati*

Print Name: Theresa Sgambati

By: *[Signature]*  
LAWRENCE B. PITT  
Vice President

*Meredith Gibson Zornek*

Print Name: Meredith Gibson Zornek

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of August, 2021 by Lawrence B Pitt, as Vice President of Eagle Creek Development Corporation, a Florida corporation, on behalf of the corporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Seal)

*Meredith Gibson Zornek*  
Notary Public

My Commission Expires: \_\_\_\_\_



## **JOINDER AND CONSENT TO CONSERVATION AND ACCESS EASEMENT**

Homeowners Association of Eagle Creek, Inc., a Florida -not-for-profit corporation, (the "Association"), being granted certain easement rights by virtue of that certain Declaration of Covenants, Conditions and Restrictions recorded in Covenants, Conditions, Easements and Restrictions, which include provisions for a private charge or assessment, as contained in that Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 7, 2004 in Book 7254, Page 4027; as affected by First Supplement to Declaration recorded November 17, 2004 in Book 7705, Page 1201; Second Supplement to Declaration recorded May 19, 2005 in Book 7976, Page 4596; Second Supplement to Declaration recorded October 13, 2006 in Book 8914, Page 2921; First Amendment to Second Supplement to Declaration recorded October 11, 2007 in Book 9467, Page 4164; Certificate of Amendment to Declaration recorded July 17, 2009 in Book 9903, Page 8161; Third Supplement to Declaration recorded January 8, 2010 in Book 9985, Page 4095; Fourth Supplement to Declaration recorded May 14, 2010 in Book 10044, Page 4403; Fifth Supplement to Declaration recorded April 2, 2012 in Book 10355, Page 2814; Sixth Supplement to Declaration recorded October 3, 2012 in Book 10451, Page 3943; Seventh Supplement to Declaration recorded November 16, 2012 in Book 10475, Page 5310; Eighth Supplement to Declaration recorded January 28, 2013 in Book 10512, Page 2525; Ninth Supplement to Declaration recorded June 20, 2013 in Book 10588, Page 8270; Tenth Supplement to Declaration recorded September 24, 2013 in Book 10639, Page 788; Eleventh Supplement to Declaration recorded December 11, 2013 in Book 10675, Page 7459; Twelfth Supplement to Declaration recorded January 23, 2014 in Book 10692, Page 8208; Thirteenth Supplement to Declaration recorded April 22, 2014 in Book 10733, Page 5124; Fourteenth Supplement to Declaration recorded April 22, 2014 in Book 10733, Page 5121; Fifteenth Supplement to Declaration recorded July 7, 2014 in Book 10769, Page 2242; Amendment to Twelfth Supplement to Declaration recorded July 28, 2014 in Records Book 10780, Page 5278; Sixteenth Supplement recorded December 2, 2014 in Book 10842, Page 7222; Seventeenth Supplement recorded August 14, 2015 in Book 10968, Page 221; Eighteenth Supplement recorded September 15, 2015 in Book 10983, Page 5048; Nineteenth Supplement recorded September 23, 2015 in Book 10987, Page 398; Twentieth Supplement recorded October 20, 2015 in Book 11000, Page 4790; Twenty-First Supplement recorded October 23, 2015 in Book 11002, Page 6965; Twenty-Second Supplement recorded November 2, 2015 in Book 11006, Page 5608; Twenty-Third Supplement recorded February 16, 2016 in Instrument No. 20160079131; Twenty-Fourth Supplement recorded in Instrument No. 20160412076, Twenty-Fifth Supplement recorded August 17, 2016 in Instrument No. 20160429784, Twenty-Sixth Supplement recorded December 21, 2016 in Instrument No. 20160661062, Twenty -Seventh Supplement recorded February 24, 2017 in Instrument No. 20170104391; Twenty- Eighth Supplement recorded February 10, 2017 in Instrument No. 20170079606; Twenty-Ninth Supplement recorded May 3, 2017 in Instrument No. 20170246961; Thirtieth Supplement and Amendment to Declaration recorded August 2, 2017 in Instrument No. 20170427410; Thirty-First Supplement recorded August 18, 2017 in Instrument No. 20170460759; Thirty-Second Supplement recorded November 6, 2017 in Instrument No. 20170604394, (the "Declaration") of the Public Records of Orange County, Florida, hereby joins in and consents to the execution and recording of the foregoing conservation and access easement and agrees that such conservation and access easement shall constitute a valid and lasting encumbrance on the easement area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Theresa Sgambati

Print Name: Theresa Sgambati

Meredith Gibson Zornek

Print Name: Meredith Gibson Zornek

Homeowners Association of Eagle  
Creek, Inc.  
a Florida not-for-profit corporation

By: [Signature]  
Scott Sterns, President M. Scott Stearns, President

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of August, 2021 by Scott Sterns, as President of Homeowners Association of Eagle Creek, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY LEGAL  
DESCRIPTION**

## PROJECT SITE LEGAL DESCRIPTION

### Eagle Creek Village I Legal Description

A portion of Section 28, 29, 32 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Begin at the Southeast corner of Eagle Creek Phase 1C-3 Village H according to the plat thereof recorded in Plat Book 93, Pages 54 through 56, Public Records of Orange County, Florida; thence along the East line of said Eagle Creek Phase 1C-3 Village H the following twenty-three (23) courses and distances: North 20°08'27" West, a distance of 142.08 feet; thence North 18°35'55" West, a distance of 67.29 feet; thence North 15°28'33" West, a distance of 68.95 feet; thence North 12°18'54" West, a distance of 68.95 feet; thence North 09°09'16" West, a distance of 68.95 feet; thence North 05°59'38" West, a distance of 68.95 feet; thence North 02°50'00" West, a distance of 68.95 feet; thence North 00°19'39" East, a distance of 68.95 feet; thence North 03°29'17" East, a distance of 68.95 feet; thence North 06°38'58" East, a distance of 68.98 feet; thence North 09°48'41" East, a distance of 68.97 feet; thence North 12°49'02" East, a distance of 62.17 feet; thence North 14°14'31" East, a distance of 403.63 feet to a point of curvature of a curve concave Southeasterly, having a radius of 30.00 feet and a central angle of 100°25'36"; thence Northeasterly, a distance of 52.58 feet along the arc of said curve to a point of reverse curvature of a curve concave Northerly, having a radius of 126.00 feet and a central angle of 74°53'00"; thence Easterly, a distance of 164.68 feet along the arc of said curve to a point of reverse curvature of a curve concave Southeasterly, having a radius of 150.00 feet and a central angle of 27°47'01"; thence Northeasterly, a distance of 72.74 feet along the arc of said curve to the point of tangency of said curve; thence North 67°34'08" East, a distance of 56.86 feet to a point of curvature of a curve concave Northwesterly, having a radius of 170.00 feet and a central angle of 32°47'35"; thence Northeasterly, a distance of 97.30 feet along the arc of said curve to the point of tangency of said curve; thence North 34°46'33" East, a distance of 42.24 feet to a point of curvature of a curve concave Southeasterly, having a radius of 80.00 feet and a central angle of 27°32'05"; thence Northeasterly, a distance of 38.45 feet along the arc of said curve to the point of tangency of said curve; thence North 62°18'38" East, a distance of 82.97 feet to a point of curvature of a curve concave Westerly, having a radius of 30.00 feet and a central angle of 108°07'24"; thence Northerly, a distance of 56.61 feet along the arc of said curve to the point of tangency of said curve; thence North 45°48'47" West, a distance of 31.91 feet to a point on the South line of Eagle Creek Phase 1C-2-Part D Village F according to the plat thereof recorded in Plat Book 79, Pages 129 through 131, Public Records of Orange County, Florida; thence along the South line of said Eagle Creek Phase 1C-2-Part D Village F and along the South line of Eagle Creek Phase 1C-2-Part A according to the plat thereof recorded in Plat Book 76, Pages 16 through 25, Public Records of Orange County, Florida the following three (3) courses and distances: South 89°09'30" East, a distance of 202.89 feet; thence North 55°15'45" East, a distance of 20.36 feet; thence South 88°06'16" East, a distance of 319.29 feet to a point on the Westerly right of way line of Kirby Smith Road as monumented and occupied; thence along said Westerly right of way line the following two (2) courses and distances: South 00°42'34" West, a distance of 291.69 feet; thence South 89°46'09" East, a distance of 31.19 feet to a point on the East line of the Northeast Quarter of Section 32, Township 24 South, Range 31 East, Orange County, Florida said point being on the South right of way line of Tindall Road as described in Official Records Book 2306, Page 436,

Public Records of Orange County, Florida; thence South 89°35'19" East, a distance of 1334.06 feet along said South right of way line to a point on the East line of the Northwest Quarter of the Northwest Quarter of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence North 01°18'56" West, a distance of 30.01 feet along the East line of said Northwest Quarter of the Northwest Quarter of Section 33 to a point on the North line of said Northwest Quarter of Section 33; thence South 89°35'19" East, a distance of 1334.19 feet along the North line of said Northwest Quarter to the North Quarter corner of said Section 33, said point being on the West line of Government Lot 4, Section 28, Township 24 South, Range 31 East, Orange County, Florida; thence North 00°55'03" East, a distance of 1307.96 feet along the West line of said Government Lot 4 to a point on the North line of said Government Lot 4; thence South 76°17'30" East, a distance of 644.84 feet along the North line of said Government Lot 4 to a point on the Northerly extension of the centerline of Canal - 29A of the Central and Southern Florida Flood Control District Easement Per Official Records Book 1667, Page 244, public records of Orange County; Florida; thence South 00°19'00" East, a distance of 1179.89 feet along said extension of the centerline and the centerline of said Canal - 29A of the Central and Southern Florida Flood Control District Easement, Official Records Book 1667, Page 244; thence departing said centerline South 89°41'00" West, a distance of 169.99 feet to a point on the West line of said Canal - 29A of the Central and Southern Florida Flood Control District Easement, per Official Records Book 5046, Page 3158 and Document #20190526870, public records of Orange County, Florida; thence along said West line the following five (5) courses and distances: North 00°19'00" West, a distance of 55.00 feet; thence South 90°00'00" West, a distance of 210.64 feet; thence North 00°00'00" East, a distance of 115.00 feet; thence North 90°00'00" East, a distance of 300.00 feet; thence North 00°19'00" West, a distance of 650.00 feet; thence departing said West line South 89°41'00" West, a distance of 50.00 feet to a point on a line that is 50.00 feet West of and parallel with said West line; thence along said parallel line the following eight (8) courses and distances: South 00°19'00" East, a distance of 599.72 feet; thence South 90°00'00" West, a distance of 299.72 feet; thence South 00°00'00" East, a distance of 215.00 feet; thence North 90°00'00" East, a distance of 210.92 feet; thence South 00°19'00" East, a distance of 255.27 feet; thence North 89°41'00" East, a distance of 80.00 feet; thence South 00°19'00" East, a distance of 707.48 feet; thence South 08°00'00" West, a distance of 252.81 feet; thence South 00°53'00" West, a distance of 292.70 feet to a point on the North line of the Mitigation Area as described in Official Records Book 5046, Page 3158, Public Records of Orange County, Florida; thence South 89°59'53" West, a distance of 453.03 feet along the North line of said Mitigation Area to a point on the East line of the Northwest Quarter of said Section 33; thence continue South 89°59'53" West, a distance of 1346.99 feet along the North line of said Mitigation Area to a point on the West line of said Mitigation Area; thence South 00°53'00" West, a distance of 2659.67 feet along the West line of said Mitigation Area to a point on the North monumented and occupied right of way line of Clapp Simms Duda Road as described in Deed Book 558, Page 541, Public Records of Orange County, Florida; thence North 89°38'43" West, a distance of 1063.07 feet along said North monumented and occupied right of way line; thence departing said North right of way line North 00°07'39" East, a distance of 2248.87 feet; thence North 58°20'02" West, a distance of 27.00 feet to a point on the Northerly line of Eagle Creek Village K Phase 2A according to the plat thereof recorded in Plat Book 100, Pages 120 through 129, Public Records of Orange County, Florida; thence along the Northerly line of said Eagle Creek Village K Phase 2A the following twenty-eight (28) courses and distances: North 78°55'03" West, a distance of 30.00 feet; thence North 11°04'57" East, a distance of 7.17 feet to a point of curvature of a curve concave Westerly, having a radius of 40.00 feet and a central angle of 38°52'28"; thence Northerly, a distance of 27.14 feet along the arc of said curve to the point of tangency of said curve; thence North 27°47'30" West, a distance of 1.14 feet to a point of curvature of a curve concave Southwesterly, having a radius of 40.00 feet and a central angle of 51°35'47"; thence Northwesterly, a distance of 36.02 feet along the arc of said curve to a point of reverse curvature of a curve concave Northeasterly, having a radius of 230.00 feet and a central angle of 45°40'30"; thence Northwesterly along the arc of said curve a distance of 183.35 feet to the point of tangency of said curve; thence North 33°42'48" West, a distance of 95.45 feet to a point of curvature of a curve concave Easterly, having a radius of 35.00 feet and a central angle of 90°00'00"; thence Northerly, a distance of 54.98 feet along the arc of said curve to the point of

tangency of said curve; thence North 56°17'12" East, a distance of 95.00 feet; thence North 33°42'48" West, a distance of 101.13 feet to a point of curvature of a curve concave Northeasterly, having a radius of 425.00 feet and a central angle of 10°04'52"; thence Northwesterly, a distance of 74.78 feet along the arc of said curve to a point on a non-tangent curve concave Northerly, having a radius of 581.00 feet, a central angle of 13°06'25" and a chord bearing of North 88°48'02" West; thence from a tangent bearing South 84°38'45" West, run Westerly, a distance of 132.91 feet along the arc of said curve to a point of compound curvature of a curve concave Northerly, having a radius of 655.00 feet and a central angle of 20°34'45"; thence Westerly, a distance of 235.26 feet along the arc of said curve to a point of compound curvature of a curve concave Easterly, having a radius of 35.00 feet and a central angle of 90°55'27"; thence Northerly, a distance of 55.54 feet along the arc of said curve to the point of tangency of said curve; thence North 29°15'22" East, a distance of 58.67 feet to a point of curvature of a curve concave Westerly, having a radius of 40.00 feet and a central angle of 83°23'38"; thence Northerly, a distance of 58.22 feet along the arc of said curve to a point of reverse curvature of a curve concave Northeasterly, having a radius of 525.00 feet and a central angle of 13°07'59"; thence Northwesterly, a distance of 120.34 feet along the arc of said curve to a point of reverse curvature of a curve concave Southerly, having a radius of 25.00 feet and a central angle of 82°52'12"; thence Westerly, a distance of 36.16 feet along the arc of said curve to a point of reverse curvature of a curve concave Northwesterly, having a radius of 3060.00 feet and a central angle of 02°12'32"; thence Southwesterly, a distance of 117.97 feet along the arc of said curve to a point of reverse curvature of a curve concave Easterly, having a radius of 50.00 feet and a central angle of 74°05'26"; thence Southerly, a distance of 64.66 feet along the arc of said curve to a point of reverse curvature of a curve concave Westerly, having a radius of 110.00 feet and a central angle of 68°57'03"; thence Southerly, a distance of 132.38 feet along the arc of said curve; thence North 36°48'21" West, a distance of 9.05 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 3170.00 feet, a central angle of 02°33'12" and a chord bearing of South 62°13'46" West; thence from a tangent bearing South 60°57'09" West, run Southwesterly, a distance of 141.27 feet along the arc of said curve; thence North 27°07'35" West, a distance of 120.01 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 3050.00 feet, a central angle of 01°49'06" and a chord bearing of South 64°26'24" West; thence from a tangent bearing South 63°31'51" West, run Southwesterly, a distance of 96.79 feet along the arc of said curve; thence South 24°39'03" East, a distance of 121.87 feet; thence South 67°18'56" West, a distance of 229.86 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 675.00 feet, a central angle of 09°17'56" and a chord bearing of North 24°47'25" West; thence from a tangent bearing North 29°26'23" West, run Northwesterly, a distance of 109.55 feet along the arc of said curve to a point on the Easterly line of Tract A1 (Bucklow Hill Drive) as shown on the plat of Eagle Creek Village K Phase 1B according to the plat thereof recorded in Plat Book 98, Pages 85 through 91, Public Records of Orange County, Florida; thence along the Easterly line of said Tract A1 the following five (5) courses and distances: North 20°08'27" West, a distance of 1.26 feet to a point of curvature of a curve concave Southeasterly, having a radius of 12.00 feet and a central angle of 89°28'08"; thence Northeasterly, a distance of 18.74 feet along the arc of said curve to the point of tangency of said curve; thence North 69°19'41" East, a distance of 10.91 feet; thence North 20°46'27" West, a distance of 50.00 feet to a point on a non-tangent curve concave Northerly, having a radius of 22.00 feet, a central angle of 80°37'35" and a chord bearing of North 70°27'40" West; thence from a tangent bearing South 69°13'33" West, run Westerly, a distance of 30.96 feet along the arc of said curve to a point on the South line of said Eagle Creek Phase 1C-3 Village H; thence North 69°54'25" East, a distance of 124.67 feet along said South line to the POINT OF BEGINNING.

Containing 234.24 acres, more or less.

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

A portion of a parcel of land as described in Official Records Book 8126, Pages 1404-1421 as recorded in the Public Records of Orange County, Florida. Located in Section 32, Township 24 South, Range 31 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of Section 29, Township 24 South, Range 31 East; thence N89°46'22"W, a distance of 30.26 feet; thence S00°13'38"W, a distance of 29.90 feet to the POINT OF BEGINNING; thence South 89° 35' 23" East, 1364.32 feet; thence North 01° 15' 55" West, 30.01 feet; thence South 89° 35' 23" East, 1558.07 feet; thence South 00° 07' 43" West, 19.32 feet; thence South 89° 52' 17" East, 211.49 feet; thence South 00° 11' 17" East, 206.12 feet; thence North 89° 52' 21" West, 212.06 feet; thence North 75° 31' 18" West, 258.59 feet; thence North 81° 17' 12" West, 287.06 feet; thence South 02° 58' 15" West, 79.00 feet; thence North 89° 35' 19" West, 1020.88 feet; thence South 01° 15' 51" East, 30.01 feet; thence North 89° 48' 54" West, 440.13 feet to the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of 46° 16' 17" and a chord of 392.91 feet that bears South 67° 02' 57" West; thence along the arc of said curve a distance of 403.79 feet to the point of tangency; thence South 43° 54' 49" West, 11.21 feet to the point of curvature of a curve to the left, having a radius of 20.00 feet, a central angle of 94° 23' 39" and a chord of 29.35 feet that bears South 03° 17' 00" East; thence along the arc of said curve a distance of 32.95 feet to the point of tangency; thence South 50° 28' 50" East, 82.56 feet to the point of curvature of a curve to the right, having a radius of 30.00 feet, a central angle of 81° 41' 12" and a chord of 39.24 feet that bears South 09° 38' 14" East; thence along the arc of said curve a distance of 42.77 feet to the point of compound curvature of a curve to the right, having a radius of 330.00 feet, a central angle of 22° 03' 42" and a chord of 126.28 feet that bears South 42° 14' 13" West; thence along the arc of said curve a distance of 127.07 feet to the point of reverse curvature of a curve to the left, having a radius of 472.00 feet, a central angle of 18° 00' 59" and a chord of 147.81 feet that bears South 44° 15' 34" West; thence along the arc of said curve a distance of 148.42 feet to the point of reverse curvature of a curve to the right, having a radius of 65.00 feet, a central angle of 124° 36' 08" and a chord of 115.10 feet that bears North 82° 26' 51" West; thence along the arc of said curve a distance of 141.36 feet to the point of tangency; thence North 20° 08' 47" West, 91.76 feet; thence North 29° 09' 51" West, 241.94 feet; thence North 34° 53' 29" East, 53.32 feet; thence North 78° 10' 41" West, 70.55 feet; thence North 15° 00' 00" West, 42.13 feet; thence North 85° 00' 00" West, 61.81 feet; thence South 58° 14' 20" West, 18.96 feet; thence North 23° 55' 30" West, 19.55 feet; thence North 87° 44' 57" West, 50.14 feet; thence North 02° 27' 50" East, 263.10 feet to the POINT OF BEGINNING.

Said parcel contains 18.51 acres, more or less.

**NOTES**

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.

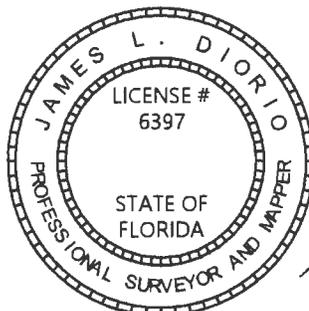
BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE, NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, BEING NORTH 89° 35' 23" EAST. (ASSUMED)

Field By	Drawn by <b>CAP</b>	Checked by <b>JLD</b>
Scale <b>1" = 300'</b>	Date <b>08/10/2021</b>	
Project Title		

**SKETCH & DESCRIPTION  
STORMWATER POND**

Issued for  
**EAGLE CREEK**

Project Number  
**61592.14-SK&DESC-STRMWATER-POND.DWG** SHEET 1 OF 4



**Vanasse Hangen Brustlin, Inc.**

**Landmark Center Two  
225 E. Robinson St., Suite 300  
Orlando, FL 32801  
407 839 4006 • FAX 407 839 4008  
Licensed Survey Business LB7153  
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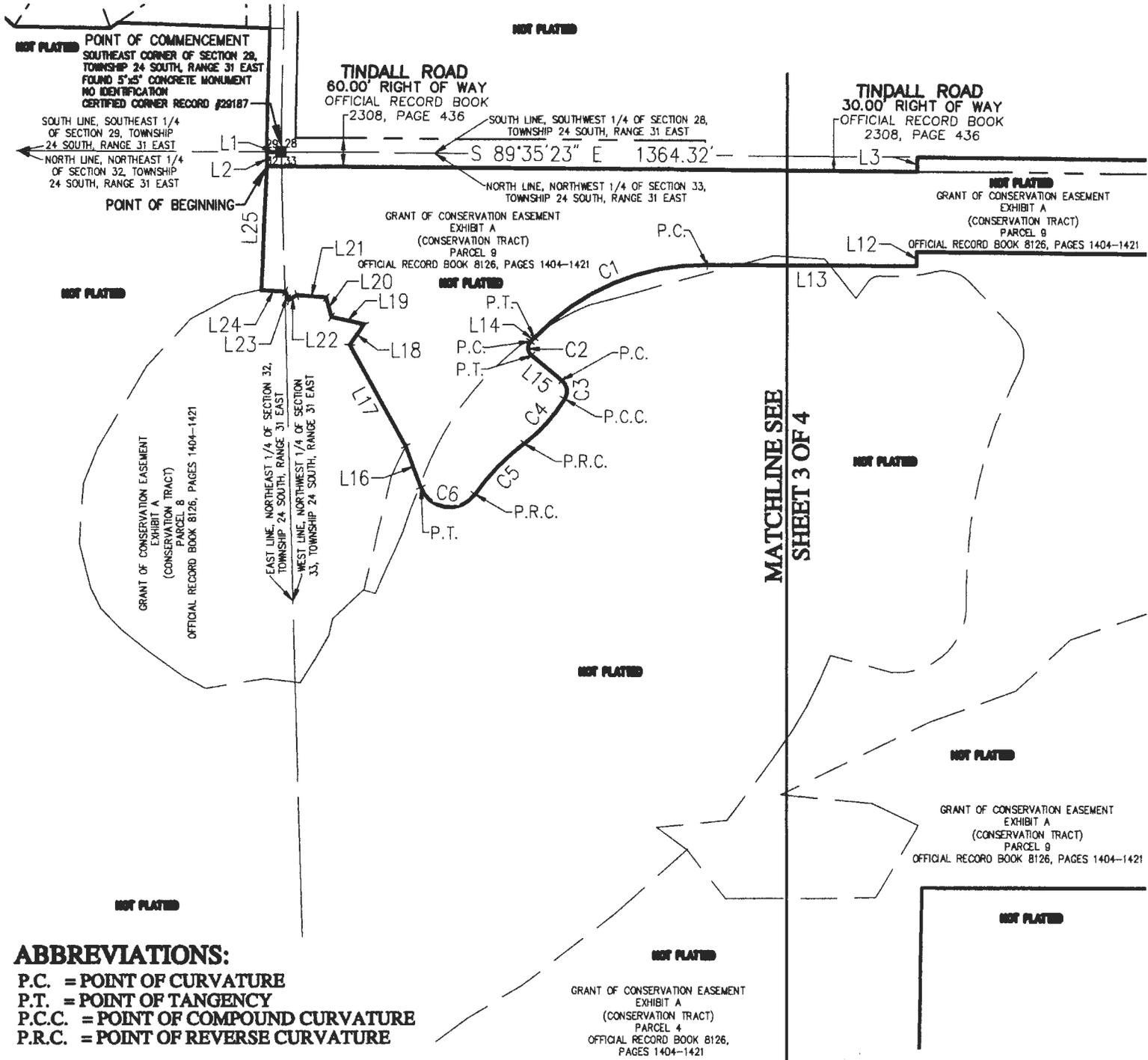
**CERTIFICATION**

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

*James L. Diorio* 8/19/2021  
James L. Diorio, P.S.M.  
Professional Surveyor and Mapper  
Florida License No. 6397

R# 8/30/21

SEE SHEET 1 OF 4 FOR DESCRIPTION, CERTIFICATION, AND NOTES  
 SEE SHEET 4 OF 4 FOR LINE TABLE



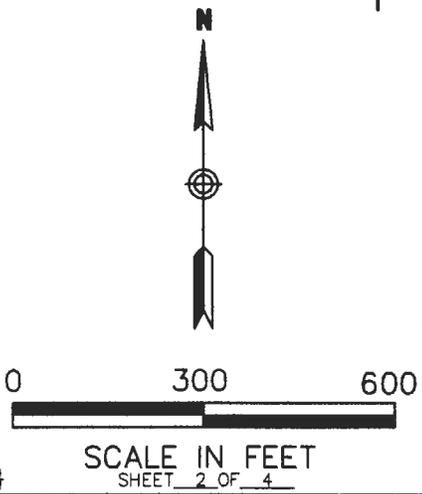
**ABBREVIATIONS:**

- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE

Field By	Drawn by <b>CAP</b>	Checked by <b>JLD</b>
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**SKETCH & DESCRIPTION  
 STORMWATER POND**

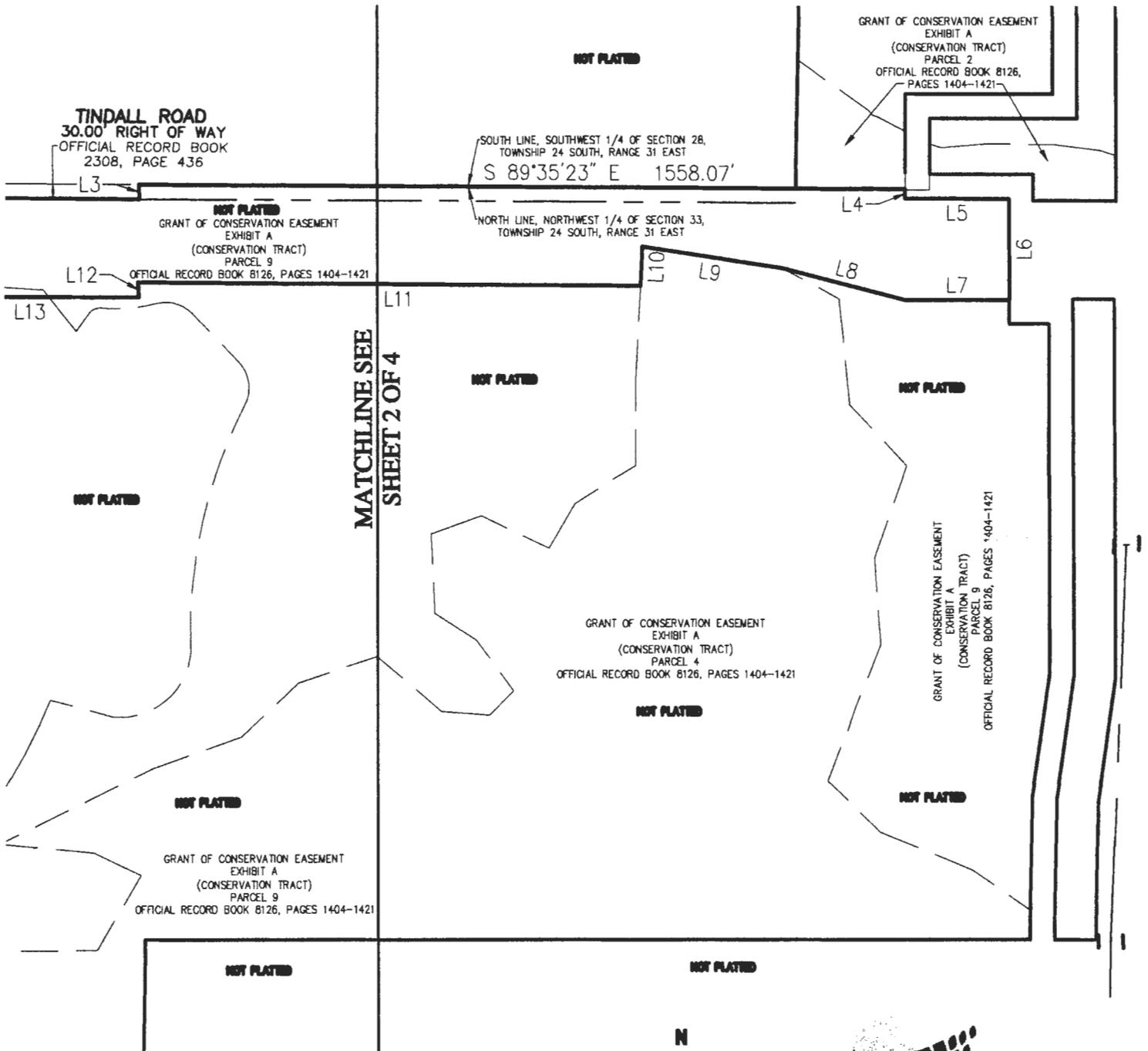
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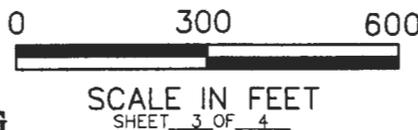
SEE SHEET 1 OF 4 FOR DESCRIPTION, CERTIFICATION, AND NOTES  
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Field By	Drawn by <b>CAP</b>	Checked by <b>JLD</b>
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Parcel Line Data		
Segment	Direction	Length
L1	N89° 46' 22"W	30.26
L2	S0° 13' 38"W	29.90
L3	N1° 15' 55"W	30.01
L4	S0° 07' 43"W	19.32
L5	S89° 52' 17"E	211.49
L6	S0° 11' 17"E	206.12
L7	N89° 52' 21"W	212.06
L8	N75° 31' 18"W	258.59
L9	N81° 17' 12"W	287.06
L10	S2° 58' 15"W	79.00
L11	N89° 35' 19"W	1020.88
L12	S1° 15' 51"E	30.01
L13	N89° 48' 54"W	440.13
L14	S43° 54' 49"W	11.21
L15	S50° 28' 50"E	82.56
L16	N20° 08' 47"W	91.76
L17	N29° 09' 51"W	241.94
L18	N34° 53' 29"E	53.32
L19	N78° 10' 41"W	70.55
L20	N15° 00' 00"W	42.13

Parcel Line Data		
Segment	Direction	Length
L21	N85° 00' 00"W	61.81
L22	S58° 14' 20"W	18.96
L23	N23° 55' 30"W	19.55
L24	N87° 44' 57"W	50.14
L25	N2° 27' 50"E	263.10

Parcel Curve Data					
NUMBER	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	500.00	403.79	46° 16' 17"	392.91	S67° 02' 57"W
C2	20.00	32.95	94° 23' 39"	29.35	S03° 17' 00"E
C3	30.00	42.77	81° 41' 12"	39.24	S09° 38' 14"E
C4	330.00	127.07	22° 03' 42"	126.28	S42° 14' 13"W
C5	472.00	148.42	18° 00' 59"	147.81	S44° 15' 34"W
C6	65.00	141.36	124° 36' 08"	115.10	N82° 26' 51"W

Field By	Drawn by <b>CAP</b>	Checked by <b>JLD</b>
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