



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 29 2014 *KHL*

REAL ESTATE MANAGEMENT ITEM 9

DATE: July 11, 2014

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Acting Manager *A*
Real Estate Management Division

FROM: Mickie A. Robbins, Senior Title Examiner *MR for MR*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Acting Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT
BETWEEN TOLL FL LIMITED PARTNERSHIP AND ORANGE
COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Conservation Area Impact Permit #CAI-13-08-018 (Royal Cypress
Preserve)

District 1

PURPOSE: To provide for conservation of wetlands and uplands as a requirement of
development.

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 34.07 acres

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

REMARKS:

Conservation Area Impact Permit No. CAI-13-08-018 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will 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.

The Grantor is providing access to the Conservation Easement through the parent tract site, which lies South of Grandview Isles Plat Book 68, Page 130 and West of Winter Garden Vineland Road.

Grantor to pay all recording fees.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

III 29 2014 KH/B

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

Project: Conservation Area Impact Permit #CAI-13-08-018
(Royal Cypress Preserve)

Parcel Id. No.
a portion of: 08-24-28-0000-00-003

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 27th day
of JUNE, 2014 by Toll FL Limited Partnership, a Florida limited partnership, whose
address is 2966 Commerce Park Dr., Suite 100, Orlando FL 32819
("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 Royal Cypress Preserve, F/K/A Ivey
Groves, 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

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(Royal Cypress Preserve)

WHEREAS, Conservation Area Impact Permit No. 13-08-018 (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 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 (2013), 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 this 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 this 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.

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- (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.

Section 3. Reserved Rights. 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 one (1) boardwalk necessary to access a dock waterward of the PROPERTY on LOTS 199-201, including TRACT G, abutting South Lake. Additionally, Grantor reserves unto itself, and its successors and assigns, the right to construct and maintain one (1) dock or ramp necessary access the adjacent surface water system on LOTS 192-198 and LOTS 202-206. This dock or ramp shall be located parallel to the lot's rear lot line and shall not extend beyond the mid-point of the canal into which it extends; with the primary purpose of providing access to South Lake for non-motorized watercraft (canoe, kayak, etc.). Grantor, and its successors and assigns, shall avoid and minimize to the fullest extent practicable impacts from construction of the docks or ramps to the PROPERTY. This reservation does not release the Grantor, and its successors and assigns, from the duty of obtaining all necessary Orange County, State of Florida and/or federal permits, and/or any sovereign land approvals for the construction, installation, placement, maintenance and/or repair of docks and/or

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associated access boardwalks.

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.

(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 this 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

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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 Official Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all

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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]

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(Royal Cypress Preserve)

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

Signed, sealed, and delivered
in the presence of:

Toll FL Limited Partnership,
a Florida limited partnership

[Signature]
Witness

BY: Toll FL GP Corp.,
a Florida corporation,
General Partner

Janet Castillo
Printed Name
Mark McIntosh
Witness

BY: [Signature]
ANDRE VIORENE
Printed Name

MARK MCINTOSH
Printed Name

DEVEEN V.P.
Title

(Signature of TWO Witnesses required by Florida Law)

STATE OF FL
COUNTY OF Orange

I HEREBY CERTIFY, that on this 27 day of June A.D., 2014, before me personally appeared Andre Viorine, as Vice President of Toll FL GP Corp., a Florida corporation, as general partner of Toll FL Limited Partnership, a Florida limited partnership, to me known to be, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said limited partnership.

Witness my hand and official seal this 27 day of June, 2014.

(Notary Seal)

[Signature]
Notary Signature
Janet Castillo
Printed Notary Name

Notary Public in and for
County and State aforesaid

My commission expires:



EXHIBIT A

Legal Description

Area No. 1

A portion of Section 8, Township 24 South, Range 28 East, Orange County, Florida, being described as follows:

Commence at the northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence run S 89°34'39" W, along the north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, a distance of 66.22 feet to a point lying on the westerly right-of-way line of Winter Garden-Vineland Road as described and recorded in Official Records Book 5494, Page 4314, Public Records of Orange County, Florida and the POINT OF BEGINNING; thence run southerly along said westerly right-of-way line, the following three (3) courses and distances: run S 01°07'49" W, a distance of 327.78 feet; thence run S 01°50'10" E, a distance of 99.48 feet; thence run S 01°55'21" W, a distance of 114.30 feet; thence run N 88°10'33" W, a distance of 230.91 feet; thence run N 22°56'34" E, a distance of 65.38 feet; thence run N 22°04'41" W, a distance of 93.91 feet; thence run N 41°12'02" W, a distance of 100.03 feet; thence run N 33°13'00" W, a distance of 60.05 feet; thence run N 29°22'13" W, a distance of 86.36 feet; thence run N 16°56'08" E, a distance of 56.55 feet; thence run N 50°43'31" E, a distance of 33.44 feet; thence run N 36°02'29" E, a distance of 31.99 feet; thence run N 08°58'37" E, a distance of 45.24 feet; thence run N 16°56'08" W, a distance of 39.48 feet to a point on the aforesaid north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence run N 89°34'39" E, along the north line thereof, a distance of 332.12 feet to the POINT OF BEGINNING.

Containing 3.72 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 4 for remainder of description

See Sheet 3 of 4 for sketch.

See Sheet 4 of 4 for geometry tables.

Dashed lines are proposed.

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description
of a
Conservation Easement
situated in

Section 8, Township 24 South, Range 28 East
Orange County, Florida

PREPARED FOR: Toll Brothers, Inc.	JOB NO. 1301.BA	SKETCH OR DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. IF THERE IS A CHANGE TO THIS DESCRIPTION BY SOMEONE OTHER THAN THE SURVEYOR, IT IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SURVEYOR.
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers	SHEET 1 of 4	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656	DATE 4/24/14 Rev. 4/29/14	SCALE As Noted

Legal Description

Area No. 2

A portion of Section 8, Township 24 South, Range 28 East, Orange County, Florida, being described as follows:

Commence at the northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence run S 89°34'39" W, along the north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, a distance of 66.22 feet to a point lying on the westerly right-of-way line of Winter Garden-Vineland Road as described and recorded in Official Records Book 5494, Page 4314, Public Records of Orange County, Florida; thence run southerly along said westerly right-of-way line, the following five (5) courses and distances: run S 01°07'49" W, a distance of 327.78 feet; thence run S 01°50'10" E, a distance of 99.48 feet; thence run S 01°55'21" W, a distance of 144.30 feet for the POINT OF BEGINNING; thence continue S 01°55'21" W, a distance of 155.04 feet; thence run S 00°44'04" W, a distance of 577.44 feet; thence run S 86°56'57" W, a distance of 101.14 feet; thence run S 07°19'36" E, a distance of 62.28 feet; thence run S 05°06'15" E, a distance of 91.24 feet; thence run S 05°57'43" E, a distance of 87.16 feet; thence run S 02°08'23" E, a distance of 93.13 feet; thence run S 01°25'02" W, a distance of 78.10 feet; thence run S 77°48'09" W, a distance of 45.48 feet; thence run N 53°15'30" W, a distance of 70.42 feet; thence run S 63°52'45" W, a distance of 48.22 feet; thence run S 65°00'41" W, a distance of 80.92 feet; thence run N 54°47'19" W, a distance of 533.62 feet to a point of curvature of a curve, concave northeasterly, having a radius of 109.00 feet and a central angle of 19°04'27"; thence run northwesterly, along the arc of said curve, a distance of 36.29 feet to the point of tangency thereof; thence run N 35°42'51" W, a distance of 33.27 feet; thence run N 21°39'08" E, a distance of 7.40 feet; thence run N 23°24'11" E, a distance of 72.83 feet; thence run N 37°51'43" E, a distance of 25.78 feet; thence run N 69°45'16" E, a distance of 6.17 feet; thence run N 29°46'56" W, a distance of 94.83 feet; thence run N 44°26'16" W, a distance of 67.67 feet; thence run N 27°25'01" W, a distance of 76.08 feet; thence run N 15°09'43" W, a distance of 71.66 feet; thence run N 05°10'04" W, a distance of 68.39 feet; thence run N 35°29'52" E, a distance of 79.12 feet; thence run N 36°47'29" E, a distance of 67.32 feet; thence run S 70°20'05" E, a distance of 15.70 feet; thence run S 56°26'12" E, a distance of 38.18 feet; thence run S 13°33'49" E, a distance of 15.31 feet; thence run S 43°58'24" E, a distance of 91.51 feet; thence run S 62°21'58" E, a distance of 111.56 feet; thence run S 61°24'07" E, a distance of 58.96 feet; thence run S 86°38'07" E, a distance of 40.07 feet; thence run N 46°51'44" E, a distance of 51.60 feet; thence run N 49°00'20" E, a distance of 71.71 feet; thence run N 14°02'35" E, a distance of 38.79 feet; thence run N 16°23'51" E, a distance of 41.68 feet; thence run N 56°08'26" E, a distance of 78.08 feet; thence run N 40°11'10" E, a distance of 20.44 feet; thence run N 21°32'55" E, a distance of 50.23 feet; thence run N 27°33'54" E, a distance of 61.02 feet; thence run N 09°41'37" E, a distance of 97.82 feet; thence run N 09°28'02" E, a distance of 42.22 feet; thence run S 88°10'33" E, a distance of 235.12 feet to the POINT OF BEGINNING.

Containing 14.25 acres, more or less.

Sheet 2 of 4

See Sheet 1 of 4 for remainder of description

See Sheet 3 of 4 for sketch.

See Sheet 4 of 4 for geometry tables.

(GBA Job No. 1301.8A)



unplotted

GRANDVIEW ISLES
Plat Book 68,
Pages 130 through 136

Point of Beginning
Area 1

Point of Commencement
NE corner of
the SE 1/4 of
the NW 1/4 of
Section 8-24-28

north line of the SE 1/4 of the NW 1/4 of Section 8-24-28
basis of bearings (assumed)

Tract H L54 L55

S 89°34'39" W
66.22'

Area No. 1

South Lake

Point of Beginning
Area 2

unplotted

Area No. 2

westerly right-of-way line

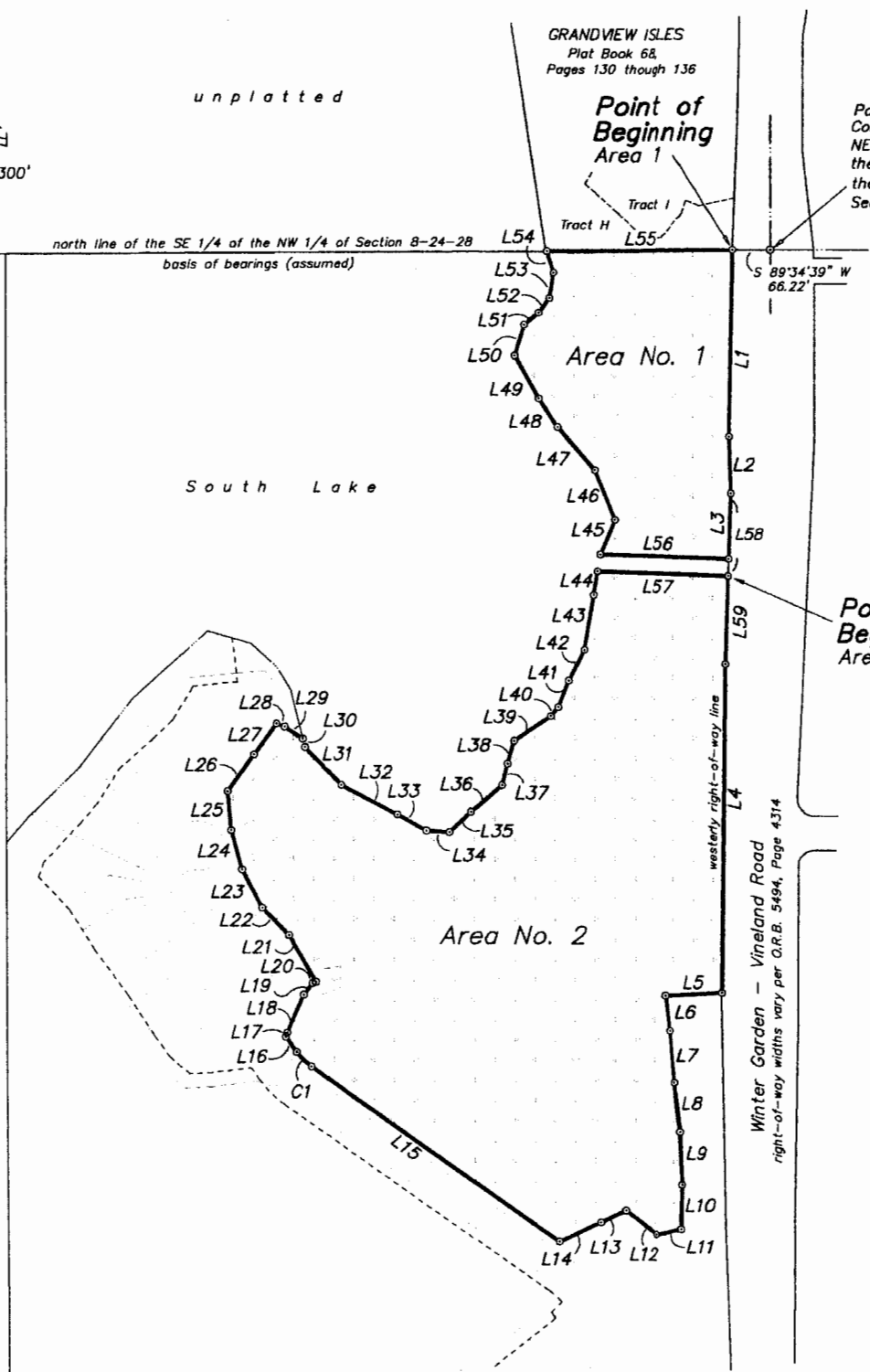
Winter Garden - Vineland Road
right-of-way widths vary per O.R.B. 5494, Page 4314

unplotted

Sheet 3 of 4

See Sheets 1 and 2 for legal description.
See Sheet 4 for geometry tables.

(GBA Job No. 1301.8A)



LINE TABLE

LINE	BEARING	LENGTH
L1	S 01°07'49" W	327.78'
L2	S 01°50'10" E	99.48'
L3	S 01°55'21" W	114.30'
L4	S 00°44'04" W	577.44'
L5	S 86°56'57" W	101.14'
L6	S 07°19'36" E	62.28'
L7	S 05°06'15" E	91.24'
L8	S 05°57'43" E	87.16'
L9	S 02°08'23" E	93.13'
L10	S 01°25'02" W	78.10'
L11	S 77°48'09" W	45.48'
L12	N 53°15'30" W	70.42'
L13	S 63°52'45" W	48.22'
L14	S 65°00'41" W	80.92'
L15	N 54°47'19" W	533.62'
L16	N 35°42'51" W	33.27'
L17	N 21°39'08" E	7.40'
L18	N 23°24'11" E	72.83'
L19	N 37°51'43" E	25.78'
L20	N 69°45'16" E	6.17'
L21	N 29°46'56" W	94.83'
L22	N 44°26'16" W	67.67'
L23	N 27°25'01" W	76.08'
L24	N 15°09'43" W	71.66'
L25	N 05°10'04" W	68.39'
L26	N 35°29'52" E	79.12'
L27	N 36°47'29" E	67.32'
L28	S 70°20'05" E	15.70'
L29	S 56°26'12" E	38.18'
L30	S 13°33'49" E	15.31'

LINE TABLE

LINE	BEARING	LENGTH
L31	S 43°58'24" E	91.51'
L32	S 62°21'58" E	111.56'
L33	S 61°24'07" E	58.96'
L34	S 86°38'07" E	40.07'
L35	N 46°51'44" E	51.60'
L36	N 49°00'20" E	71.71'
L37	N 14°02'35" E	38.79'
L38	N 16°23'51" E	41.68'
L39	N 56°08'26" E	78.08'
L40	N 40°11'10" E	20.44'
L41	N 21°32'55" E	50.23'
L42	N 27°33'54" E	61.02'
L43	N 09°41'37" E	97.82'
L44	N 09°28'02" E	42.22'
L45	N 22°56'34" E	65.38'
L46	N 22°04'41" W	93.91'
L47	N 41°12'02" W	100.03'
L48	N 33°13'00" W	60.05'
L49	N 29°22'13" W	86.36'
L50	N 16°56'08" E	56.55'
L51	N 50°43'31" E	33.44'
L52	N 36°02'29" E	31.99'
L53	N 08°58'37" E	45.24'
L54	N 16°56'08" W	39.48'
L55	N 89°34'39" E	332.12'
L56	N 88°10'33" W	230.91'
L57	S 88°10'33" E	235.12'
L58	S 01°55'21" W	144.30'
L59	S 01°55'21" W	155.04'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	19°04'27"	109.00'	36.29'	N 45°15'05" W	36.12'

Legal Description

A portion of Section 8, Township 24 South, Range 28 East, Orange County, Florida, being described as follows:

BEGIN at the southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence run N 00°04'00" E, along the west line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, a distance of 297.76 feet; thence, departing said west line, run N 40°34'41" E, a distance of 62.56 feet; thence run N 46°14'52" E, a distance of 119.54 feet; thence run N 37°42'14" E, a distance of 153.93 feet; thence run N 47°43'12" E, a distance of 176.58 feet; thence run S 73°55'03" E, a distance of 44.91 feet; thence run S 06°49'12" E, a distance of 62.81 feet; thence run S 05°11'08" E, a distance of 15.00 feet; thence run S 84°34'49" W, a distance of 78.49 feet; thence run S 30°20'45" W, a distance of 70.07 feet; thence run S 46°27'14" W, a distance of 46.61 feet; thence run S 48°19'12" W, a distance of 78.26 feet; thence run S 32°37'45" W, a distance of 72.33 feet; thence run S 40°38'28" W, a distance of 47.65 feet; thence run S 43°22'11" W, a distance of 92.85 feet; thence run S 20°49'59" W, a distance of 26.66 feet; thence run S 43°34'50" E, a distance of 79.70 feet; thence run S 31°55'25" E, a distance of 84.16 feet; thence run S 36°05'49" E, a distance of 96.53 feet; thence run S 33°09'56" E, a distance of 88.32 feet; thence run S 35°00'05" E, a distance of 43.73 feet; thence run S 47°55'40" E, a distance of 44.39 feet; thence run N 87°26'53" E, a distance of 36.62 feet; thence run N 82°46'25" E, a distance of 72.07 feet; thence run S 35°42'51" E, a distance of 25.46 feet to a point of curvature of a curve, concave northeasterly, having a radius of 191.00 feet and a central angle of 19°04'27"; thence run southeasterly, along the arc of said curve, a distance of 63.59 feet to the point of tangency thereof; thence run S 54°47'19" E, a distance of 568.19 feet to a point of curvature of a curve, concave southwesterly, having a radius of 134.00 feet and a central angle of 12°47'30"; thence run southeasterly, along the arc of said curve, a distance of 29.92 feet to a point on said curve; thence run S 44°38'50" W, a distance of 26.04 feet; thence run S 34°31'36" E, a distance of 13.05 feet; thence run S 51°52'47" W, a distance of 137.34 feet; thence run S 59°35'04" W, a distance of 105.29 feet; thence run S 60°35'37" W, a distance of 107.19 feet; thence run S 57°44'32" W, a distance of 149.22 feet; thence run S 56°43'16" W, a distance of 122.58 feet; thence run S 66°19'41" W, a distance of 95.78 feet; thence run N 32°03'01" W, a distance of 50.30 feet; thence run S 57°56'59" W, a distance of 30.00 feet; thence run S 32°03'01" E, a distance of 45.88 feet; thence run S 66°19'41" W, a distance of 20.31 feet; thence run S 62°05'52" W, a distance of 83.87 feet; thence run S 27°10'02" W, a distance of 28.16 feet; thence run S 57°00'05" W, a distance of 68.21 feet; thence run S 48°42'42" W, a distance of 72.91 feet; thence run S 39°35'51" W, a distance of 47.84 feet; thence run S 89°48'59" W, a distance of 73.25 feet to a point on the west line of the East 1/2 of the Southwest 1/4 of said Section 8; thence run N 00°11'01" W, along the west line thereof, a distance of 1,123.71 feet to the POINT OF BEGINNING.

Containing 16.10 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 3 for sketch.

See Sheet 3 of 3 for geometry tables.

Dashed lines are proposed.

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

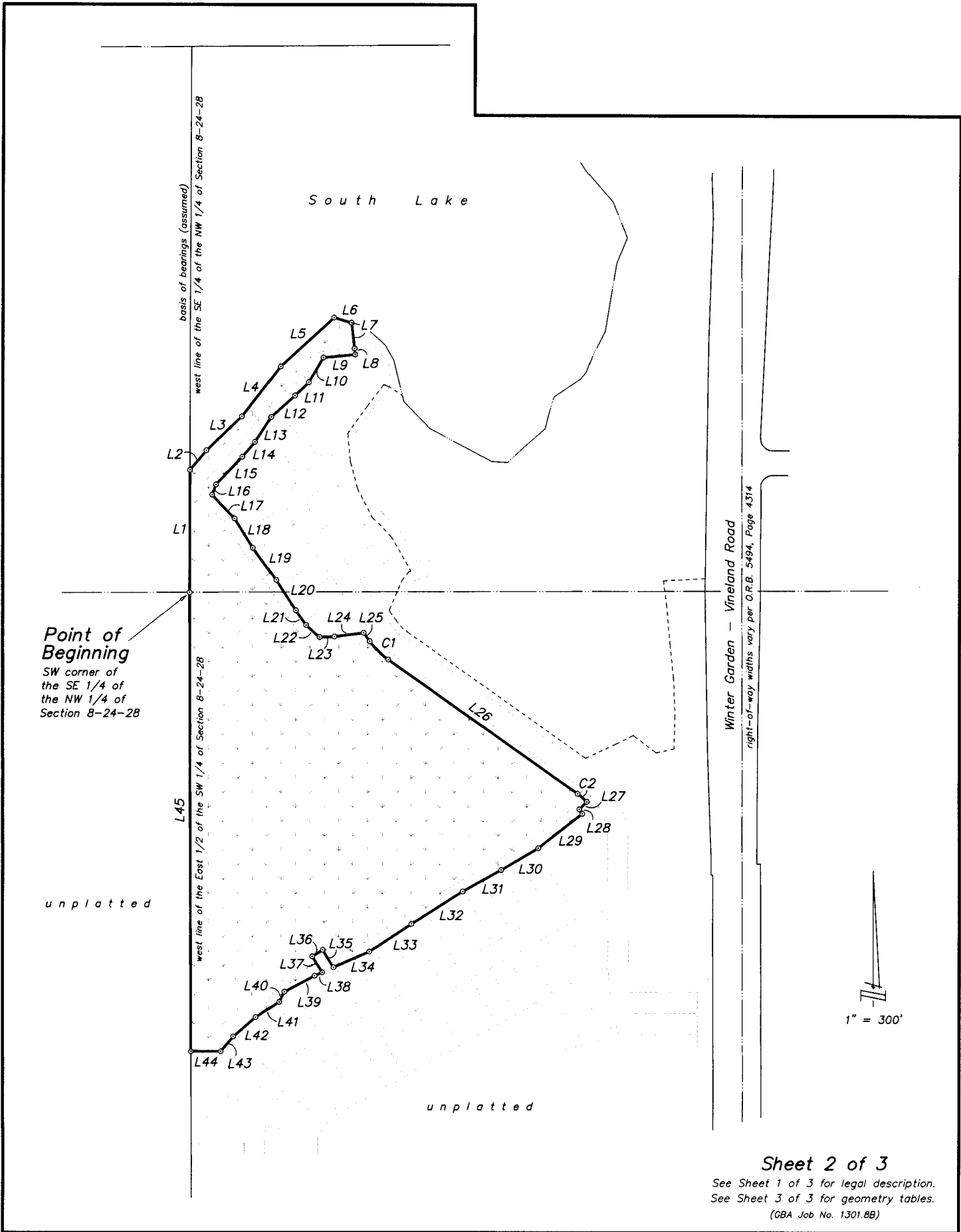
NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description
of a
Conservation Easement
situated in

**Section 8, Township 24 South, Range 28 East
Orange County, Florida**

 <p>GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656</p>	PREPARED FOR: Toll Brothers, Inc.	JOB NO. 1301.8B	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ANY ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. 
		SHEET 1 of 3	
		DATE 1/17/14	
		SCALE As Noted	

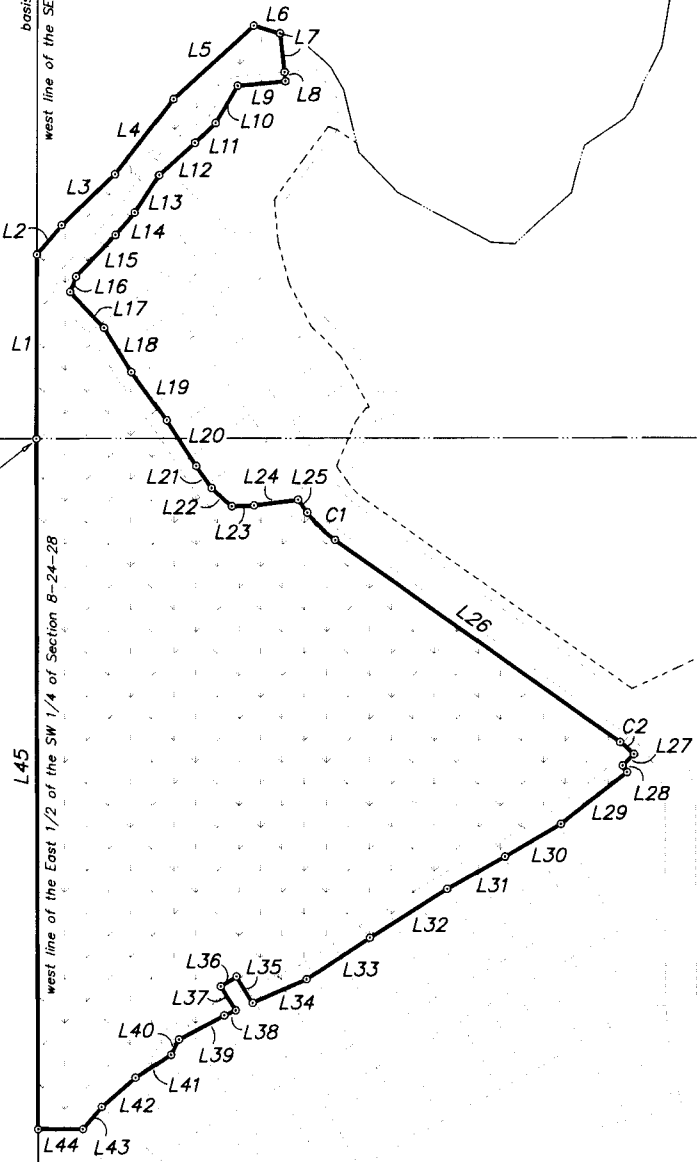
STATE OF FLORIDA
PROFESSIONAL SURVEYOR



basis of bearings (assumed)
west line of the SE 1/4 of the NW 1/4 of Section 8-24-28

L45
west line of the East 1/2 of the SW 1/4 of Section 8-24-28

Point of Beginning
SW corner of
the SE 1/4 of
the NW 1/4 of
Section 8-24-28



LINE TABLE

LINE	BEARING	LENGTH
L1	N 00°04'00" E	297.76'
L2	N 40°34'41" E	62.56'
L3	N 46°14'52" E	119.54'
L4	N 37°42'14" E	153.93'
L5	N 47°43'12" E	176.58'
L6	S 73°55'03" E	44.91'
L7	S 06°49'12" E	62.81'
L8	S 05°11'08" E	15.00'
L9	S 84°34'49" W	78.49'
L10	S 30°20'45" W	70.07'
L11	S 46°27'14" W	46.61'
L12	S 48°19'12" W	78.26'
L13	S 32°37'45" W	72.33'
L14	S 40°38'28" W	47.65'
L15	S 43°22'11" W	92.85'
L16	S 20°49'59" W	26.66'
L17	S 43°34'50" E	79.70'
L18	S 31°55'25" E	84.16'
L19	S 36°05'49" E	96.53'
L20	S 33°09'56" E	88.32'
L21	S 35°00'05" E	43.73'
L22	S 47°55'40" E	44.39'
L23	N 87°26'53" E	36.62'

LINE TABLE

LINE	BEARING	LENGTH
L24	N 82°46'25" E	72.07'
L25	S 35°42'51" E	25.46'
L26	S 54°47'19" E	568.19'
L27	S 44°38'50" W	26.04'
L28	S 34°31'36" E	13.05'
L29	S 51°52'47" W	137.34'
L30	S 59°35'04" W	105.29'
L31	S 60°35'37" W	107.19'
L32	S 57°44'32" W	149.22'
L33	S 56°43'16" W	122.58'
L34	S 66°19'41" W	95.78'
L35	N 32°03'01" W	50.30'
L36	S 57°56'59" W	30.00'
L37	S 32°03'01" E	45.88'
L38	S 66°19'41" W	20.31'
L39	S 62°05'52" W	83.87'
L40	S 27°10'02" W	28.16'
L41	S 57°00'05" W	68.21'
L42	S 48°42'42" W	72.91'
L43	S 39°35'51" W	47.84'
L44	S 89°48'59" W	73.25'
L45	N 00°11'01" W	1123.71'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	19°04'27"	191.00'	63.59'	S 45°15'05" E	63.29'
C2	12°47'30"	134.00'	29.92'	S 48°23'33" E	29.85'