




Interoffice Memorandum


APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 19 2014 NP/KH

REAL ESTATE MANAGEMENT ITEM 10

DATE: July 30, 2014

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Acting Manager 
Real Estate Management Division

FROM: Jeffrey L. Sponenburg, Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Acting Manager

DIVISION/SECTION: Real Estate Management
Phone: 836-7082

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

PROJECT: Conservation Area Impact Permit # CAI-14-01-002 (Seidel East)

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: 31.01 acres

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

REMARKS:

Conservation Area Impact Permit No. CAI-14-01-002 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.

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.

AUG 19 2014 NP/KH

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-14-01-002
(Seidel East)

Parcel Id. No.
a portion of: 05-24-27-0000-00-005

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 18th day
of July, 2014 by Toll FL XII Limited Partnership, a Florida limited partnership,
whose address is 250 Gibraltar Road, Horsham, PA 19044 ("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 single-family residential development
known as Seidel East 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-14-01-002 (the "PERMIT")
authorizes certain activities that affect waters and wetlands of the County and the State of
Florida; and

Project: Conservation Area Impact Permit #CAI-14-01-002
(Seidel East)

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.
- (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.** 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

Project: Conservation Area Impact Permit #CAI-14-01-002
(Seidel East)

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 access walkway necessary to access a terminal platform of a dock on each platted single-family residential parcel and each platted common area tract abutting Panther Lake. Grantor, and its successors and assigns, shall avoid and minimize to the fullest extent practicable impacts to the PROPERTY. This CONSERVATION EASEMENT shall not constitute permit authorization for the construction, installation, placement, maintenance and/or repair of docks and/or any associated access walkways. 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 associated access walkways.

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

Project: Conservation Area Impact Permit #CAI-14-01-002
(Seidel East)

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 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: Conservation Area Impact Permit #CAI-14-01-002
(Seidel East)

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 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.

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

[SIGNATURES ON FOLLOWING PAGE]

Project: Conservation Area Impact Permit #CAI-14-01-002
(Seidel East)

Signed, sealed, and delivered
in the presence of:

Toll FL XII Limited Partnership,
a Florida limited partnership

[Signature]
Witness

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

[Signature]
Printed Name

BY: [Signature] ANORE VEDRINE
Printed Name

[Signature]
Witness

DEMISSION VICE PRESIDENT
Title

MARK McINTOSH
Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY, that on this 21 day of July A.D., 2014,
before me personally appeared Anore Viedrine, as
Vice President of Toll FL GP Corp., a Florida corporation, as general
partner of Toll FL XII 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 21 day of July, 2014.

(Notary Seal)

[Signature]
Notary Signature

Printed Notary Name
Notary Public in and for the
County and State aforesaid
My commission expires:



LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 12

Legal Description (Conservation Easements):

A parcel of land comprising a portion of Section 5, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Parcel 1:

Commence at the Southeast Corner of Section 5, Township 24 South, Range 27 East, Said point also being along the Centerline of Seidel Road, a roadway with a right of way of 60.00 feet; thence departing said centerline of said Seidel Road run North 00°05'36" East along the East line of the Southeast ¼ of said Section 5 for a distance of 796.27 feet to the POINT OF BEGINNING of Parcel 1; thence departing said East line of the Southeast ¼ of Section 5 run the following courses; South 70°56'53" West for a distance of 40.14 feet; thence run South 86°34'24" West for a distance of 56.55 feet; thence run North 64°25'16" West for a distance of 85.57 feet; thence run North 47°17'07" West for a distance of 83.58 feet; thence run North 20°06'56" West for a distance of 103.21 feet; thence run North 07°49'04" East for a distance of 83.39 feet; thence run North 34°07'14" East for a distance of 92.02 feet; thence run North 53°50'03" East for a distance of 81.53 feet; thence run North 71°27'42" East for a distance of 87.70 feet; thence run North 07°17'26" East for a distance of 184.75 feet; thence run North 01°35'34" West for a distance of 174.68 feet; thence run North 21°40'50" West for a distance of 78.97 feet; thence run North 43°17'13" West for a distance of 69.20 feet; thence run North 86°11'38" West for a distance of 59.70 feet to a point herein after referred to as POINT A; thence run North 36°31'04" East for a distance of 44.14 feet; thence run North 14°12'31" East for a distance of 102.82 feet; thence run North 17°56'09" East for a distance of 142.90 feet; thence run North 15°45'32" East for a distance of 162.80 feet; thence run North 13°28'08" East for a distance of 158.14 feet; thence run South 00°05'36" West a distance of 1476.03 feet to the POINT OF BEGINNING of said Parcel 1. (CONTAINING 3.67 ACRES +/-)

together with;

A parcel of land comprising a portion of Section 5, Township 24 South, Range 27 East, Orange County, Florida.

Parcel 2:

Commence at the aforesaid POINT A thence run North 54°18'37" West for a distance of 376.33 feet to the POINT OF BEGINNING of Parcel 2; thence run the following courses; South 45° 04' 07" West for a distance of 54.42 feet; thence run South 57° 33' 33" West for a distance of 69.02 feet; thence run South 61° 34' 15" West for a distance of 99.29 feet; thence run South 62° 18' 39" West for a distance of 102.57 feet; thence run South 72° 13' 22" West for a distance of 82.13 feet; thence run South 82° 20' 37" West for a distance of 93.40 feet; thence run North 84° 03' 21" West for a distance of 103.24 feet; thence run North 67° 18' 02" West for a distance of 94.89 feet; thence run North 42° 00' 02" West for a distance of 113.01 feet; thence run North 21° 48' 31" West for a distance of 102.97 feet; thence run North 00° 40' 20" East for a distance of 109.39 feet; thence run North 19° 17' 38" East for a distance of 79.01 feet; thence run North 37° 44' 53" East for a distance of 75.80 feet; thence run North 55° 51' 44" East for a distance of 146.79 feet; thence run North 28° 52' 46" East for a distance of 34.65 feet; thence run North 11° 59' 15" West for a distance of 101.33 feet; to a point herein after referred to as POINT B; thence run North 32° 26' 52" East for a distance of 61.37 feet; thence run South 52° 29' 00" East for a distance of 65.08 feet; thence run North 76° 47' 49" East for a distance of 48.62 feet; thence run North 89° 15' 43" East for a distance of 81.86 feet; thence run South 72° 39' 59" East for a distance of 92.91 feet; thence run South 76° 16' 10" East for a distance of 79.30 feet; thence run South 66° 03' 57" East for a distance of 102.57 feet; thence run South 58° 00' 25" East for a distance of 80.01 feet; thence run South 28° 29' 31" East for a distance of 42.74 feet; thence run South 71° 06' 35" East for a distance of 40.84 feet; thence run South 05° 40' 03" East for a distance of 62.08 feet; thence run South 04° 15' 36" East for a distance of 84.24 feet; thence run South 04° 32' 56" West for a distance of 96.83 feet; thence run South 31° 22' 24" West a distance of 88.33 feet to the aforesaid POINT OF BEGINNING of said Parcel 2. (CONTAINING 9.81 ACRES +/-)

together with;

A parcel of land comprising a portion of Section 5, Township 24 South, Range 27 East, Orange County, Florida.



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 5-24-27 AS BEING N 00°05'36" E

JOB NO. 20130148

DATE: 4-14-14

SCALE: 1" = 100 FEET

FIELD BY: N/A

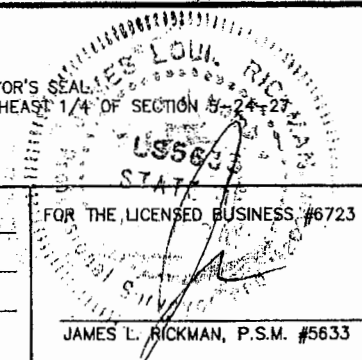
CALCULATED BY: EJ

DRAWN BY: DM

CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633



LEGAL DESCRIPTION

SHEET 2 OF 12

Parcel 3:

Commence at the aforesaid POINT B thence run North 82°57'50" West for a distance of 289.09 feet to the POINT OF BEGINNING of Parcel 3; thence run South 30° 07' 00" West for a distance of 75.57 feet; thence run South 40° 43' 06" West for a distance of 102.68 feet; thence run South 57° 20' 14" West for a distance of 80.84 feet; thence run South 78° 19' 30" West for a distance of 104.33 feet; thence run North 78° 31' 50" West for a distance of 88.84 feet; thence run North 62° 45' 33" West for a distance of 90.46 feet; thence run North 44° 23' 39" West for a distance of 80.19 feet; thence run North 25° 36' 50" West for a distance of 113.51 feet; thence run North 04° 37' 26" West for a distance of 85.05 feet; thence run North 12° 17' 35" East for a distance of 88.75 feet; thence run North 16° 11' 57" East for a distance of 88.98 feet; thence run North 16° 40' 56" West for a distance of 59.76 feet; thence run North 83° 45' 47" West for a distance of 58.13 feet; thence run South 53° 50' 04" West for a distance of 54.07 feet; thence run South 35° 58' 14" West for a distance of 91.59 feet; thence run South 40° 26' 26" West for a distance of 124.37 feet; thence run South 59° 11' 14" West for a distance of 115.18 feet; thence run South 71° 24' 03" West for a distance of 88.39 feet; thence run South 72° 02' 17" West for a distance of 108.74 feet; thence run South 55° 09' 23" West for a distance of 95.74 feet; thence run South 41° 58' 05" West for a distance of 160.35 feet; thence run South 40° 17' 56" West for a distance of 110.09 feet; thence run South 45° 05' 51" West for a distance of 92.73 feet; thence run South 55° 14' 55" West for a distance of 85.96 feet; thence run South 71° 26' 01" West for a distance of 112.32 feet; thence run South 84° 03' 58" West for a distance of 97.85 feet; thence run North 73° 43' 16" West for a distance of 127.47 feet; thence run North 53° 02' 25" West for a distance of 140.16 feet; thence run North 38° 22' 54" West for a distance of 90.62 feet; thence run North 26° 22' 03" West for a distance of 101.48 feet; thence run North 02° 49' 09" West for a distance of 93.20 feet; thence run North 19° 15' 37" East for a distance of 121.99 feet; thence run North 23° 33' 49" East for a distance of 135.88 feet; to a point on the North line of the Southwest $\frac{1}{4}$ of said Section 5; thence run North 89° 43' 21" East for a distance of 571.19 feet; to a point on the East line of the Northwest $\frac{1}{4}$ of said Section 5; thence run North 00° 05' 47" East for a distance of 66.00 feet; to a point on the North line of the South 66.00 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 5; thence run North 89° 43' 21" East for a distance of 664.85 feet; thence departing said North line run the following courses; North 36° 24' 19" East for a distance of 18.27 feet; thence run North 48° 52' 17" East for a distance of 66.36 feet; thence run South 87° 38' 04" East for a distance of 66.26 feet; thence run South 23° 33' 48" East for a distance of 55.15 feet; thence run South 03° 00' 54" West for a distance of 4.36 feet to the aforesaid North line of the South 66.00 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 5; thence run North 89°43'21" East along said North line for a distance of 414.01 feet to a point on the Normal High Water line of Panther Lake; thence departing said Northerly line run South 50°41'26" East for a distance of 49.86 feet; thence run South 41°39'25" East for a distance of 45.61 feet; thence run North 89°43'21" East for a distance of 28.44 feet; thence run South 27° 10' 34" East for a distance of 32.75 feet; thence run South 12° 31' 03" East for a distance of 73.52 feet; thence run South 10° 18' 37" East for a distance of 60.07 feet; thence run South 38° 59' 47" West a distance of 71.55 feet to the aforesaid POINT OF BEGINNING of said Parcel 3. (CONTAINING 17.53 ACRES +/-)



**ALLEN
&
COMPANY**

Professional Surveyors & Mappers

16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

JOB NO. 20130148

DATE: 4-14-14

SCALE: 1" = 100 FEET

FIELD BY: N/A

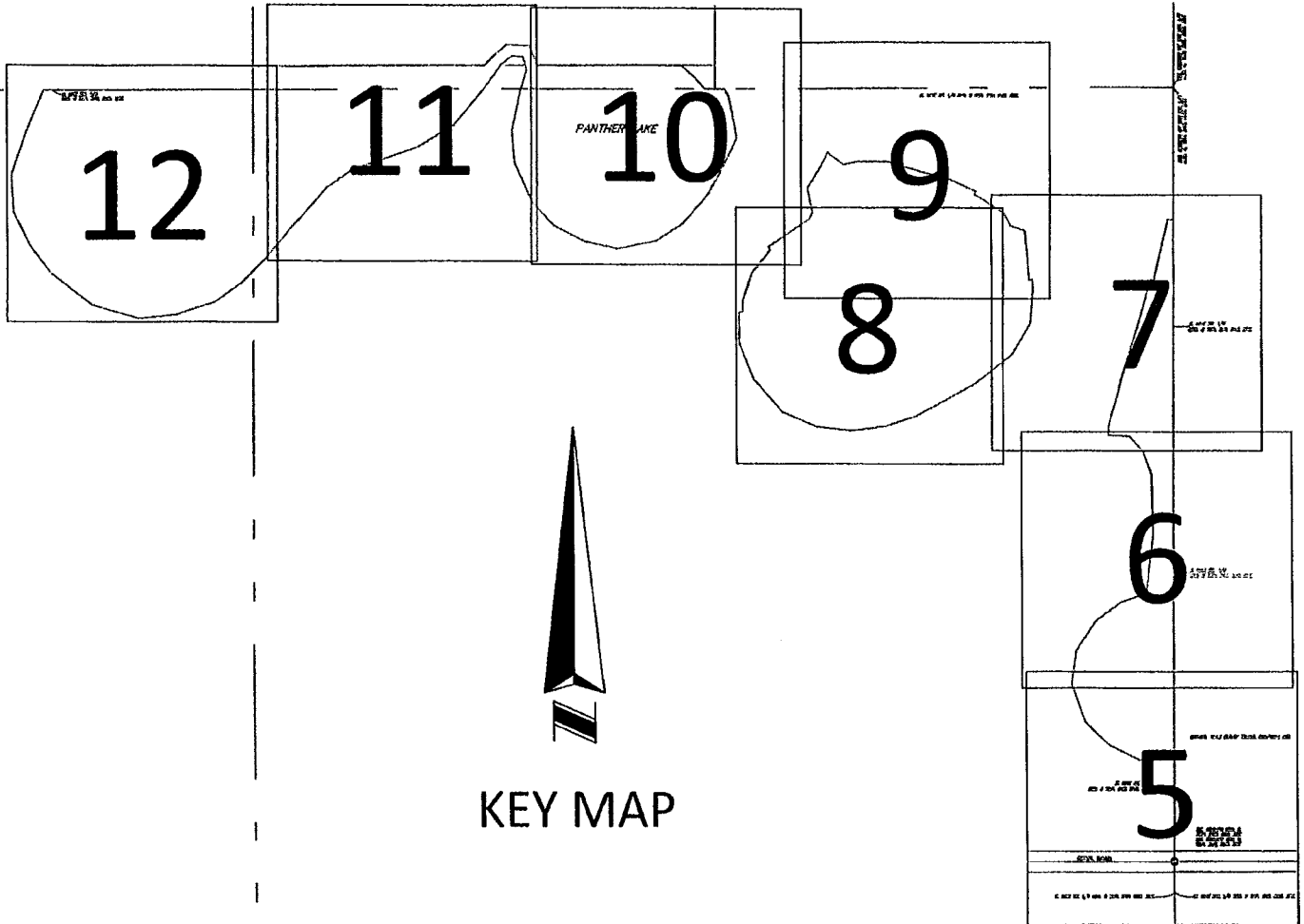
CALCULATED BY: EJ

DRAWN BY: DM

CHECKED BY: JLR

KEY MAP

SHEET 3 OF 12



KEY MAP



**ALLEN
&
COMPANY**

Professional Surveyors & Mappers

16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

JOB NO. 20130148
DATE: 4-14-14
SCALE: 1" = 100 FEET
FIELD BY: N/A

CALCULATED BY: EJ
DRAWN BY: DM
CHECKED BY: JLR

LINE TABLE

SHEET 4 OF 12

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 40.14 | S70°56'53"W |
| L2 | 56.55 | S86°34'24"W |
| L3 | 85.57 | N64°25'16"W |
| L4 | 83.58 | N47°17'07"W |
| L5 | 103.21 | N20°06'56"W |
| L6 | 83.39 | N07°49'04"E |
| L7 | 92.02 | N34°07'14"E |
| L8 | 81.53 | N53°50'03"E |
| L9 | 87.70 | N71°27'42"E |
| L10 | 184.75 | N07°17'26"E |
| L11 | 174.68 | N01°35'34"W |
| L12 | 78.97 | N21°40'50"W |
| L13 | 69.20 | N43°17'13"W |
| L14 | 59.70 | N86°11'38"W |
| L15 | 44.14 | N36°31'04"E |
| L16 | 102.82 | N14°12'31"E |
| L17 | 142.90 | N17°56'09"E |
| L18 | 162.80 | N15°45'32"E |
| L19 | 158.14 | N13°28'08"E |
| L20 | 54.42 | S45°04'07"W |
| L21 | 69.02 | S57°33'33"W |
| L22 | 99.29 | S61°34'15"W |
| L23 | 102.57 | S62°18'39"W |
| L24 | 82.13 | S72°13'22"W |
| L25 | 93.40 | S82°20'37"W |
| L26 | 103.24 | N84°03'21"W |
| L27 | 94.89 | N67°18'02"W |
| L28 | 113.01 | N42°00'02"W |
| L29 | 102.97 | N21°48'31"W |
| L30 | 109.39 | N00°40'20"E |
| L31 | 79.01 | N19°17'38"E |
| L32 | 75.80 | N37°44'53"E |
| L33 | 146.79 | N55°51'44"E |
| L34 | 34.65 | N28°52'46"E |
| L35 | 101.33 | N11°59'15"W |
| L36 | 61.37 | N32°26'52"E |
| L37 | 65.08 | S52°29'00"E |
| L38 | 48.62 | N76°47'49"E |
| L39 | 81.86 | N89°15'43"E |
| L40 | 92.91 | S72°39'59"E |
| L41 | 79.30 | S76°16'10"E |
| L42 | 102.57 | S66°03'57"E |
| L43 | 80.01 | S58°00'25"E |
| L44 | 42.74 | S28°29'31"E |
| L45 | 40.84 | S71°06'35"E |
| L46 | 62.08 | S05°40'03"E |
| L47 | 84.24 | S04°15'36"E |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L48 | 96.83 | S04°32'56"W |
| L49 | 88.33 | S31°22'24"W |
| L50 | 75.57 | S30°07'00"W |
| L51 | 102.68 | S40°43'06"W |
| L52 | 80.84 | S57°20'14"W |
| L53 | 104.33 | S78°19'30"W |
| L54 | 88.84 | N78°31'50"W |
| L55 | 90.46 | N62°45'33"W |
| L56 | 80.19 | N44°23'39"W |
| L57 | 113.51 | N25°36'50"W |
| L58 | 85.05 | N04°37'26"W |
| L59 | 88.75 | N12°17'35"E |
| L60 | 88.98 | N16°11'57"E |
| L61 | 59.76 | N16°40'56"W |
| L62 | 58.13 | N83°45'47"W |
| L63 | 54.07 | S53°50'04"W |
| L64 | 91.59 | S35°58'14"W |
| L65 | 124.37 | S40°26'26"W |
| L66 | 115.18 | S59°11'14"W |
| L67 | 88.39 | S71°24'03"W |
| L68 | 108.74 | S72°02'17"W |
| L69 | 95.74 | S55°09'23"W |
| L70 | 160.35 | S41°58'05"W |
| L71 | 110.09 | S40°17'56"W |
| L72 | 92.73 | S45°05'51"W |
| L73 | 85.96 | S55°14'55"W |
| L74 | 112.32 | S71°26'01"W |
| L75 | 97.85 | S84°03'58"W |
| L76 | 127.47 | N73°43'16"W |
| L77 | 140.16 | N53°02'25"W |
| L78 | 90.62 | N38°22'54"W |
| L79 | 101.48 | N26°22'03"W |
| L80 | 93.20 | N02°49'09"W |
| L81 | 121.99 | N19°15'37"E |
| L82 | 135.88 | N23°33'49"E |
| L83 | 66.00 | N00°05'47"E |
| L84 | 18.27 | N36°24'19"E |
| L85 | 66.36 | N48°52'17"E |
| L86 | 66.26 | S87°38'04"E |
| L87 | 55.15 | S23°33'48"E |
| L88 | 4.36 | S03°00'54"W |
| L89 | 49.86 | S50°41'26"E |
| L90 | 45.61 | S41°39'25"E |
| L91 | 28.44 | N89°43'21"E |
| L92 | 32.75 | S27°10'34"E |
| L93 | 73.52 | S12°31'03"E |
| L94 | 60.07 | S10°18'37"E |
| L95 | 71.55 | S38°59'47"W |



**ALLEN
&
COMPANY**

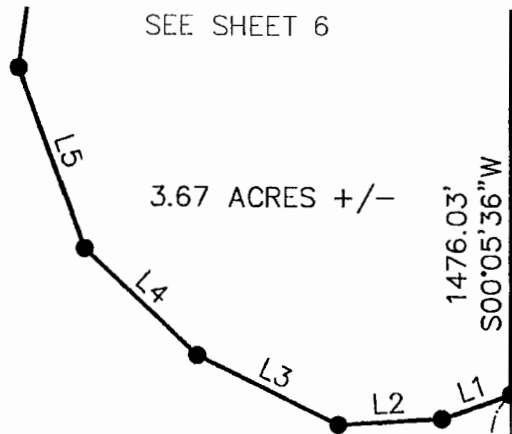
Professional Surveyors & Mapmakers

16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

JOB NO. 20130148
DATE: 4-14-14
SCALE: 1" = 100 FEET
FIELD BY: N/A

CALCULATED BY: EJ
DRAWN BY: DM
CHECKED BY: JLR

SKETCH OF DESCRIPTION



OWNER: WALT DISNEY TRAVEL COMPANY, INC.

POINT OF BEGINNING
PARCEL 1

E. LINE SE. 1/4
SEC. 5 TWP. 24S. RNG. 27E.

796.27'
N00°05'36"E

SE. CORNER SEC. 5,
TWP. 24S, RNG. 27E
NE. CORNER SEC. 8,
TWP. 24S, RNG. 27E

SEIDEL ROAD
60.00' RIGHT-OF-WAY WIDTH

E. LINE NE. 1/4 SEC. 5 TWP. 24S. RNG. 27E.

W. LINE NW. 1/4 SEC. 9 TWP. 24S. RNG. 27E.



Professional Surveyors & Mappers

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LEGEND

- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE

SHEET 5 OF 12
SEE SHEET 1 FOR DESCRIPTION

JOB NO. 20130148

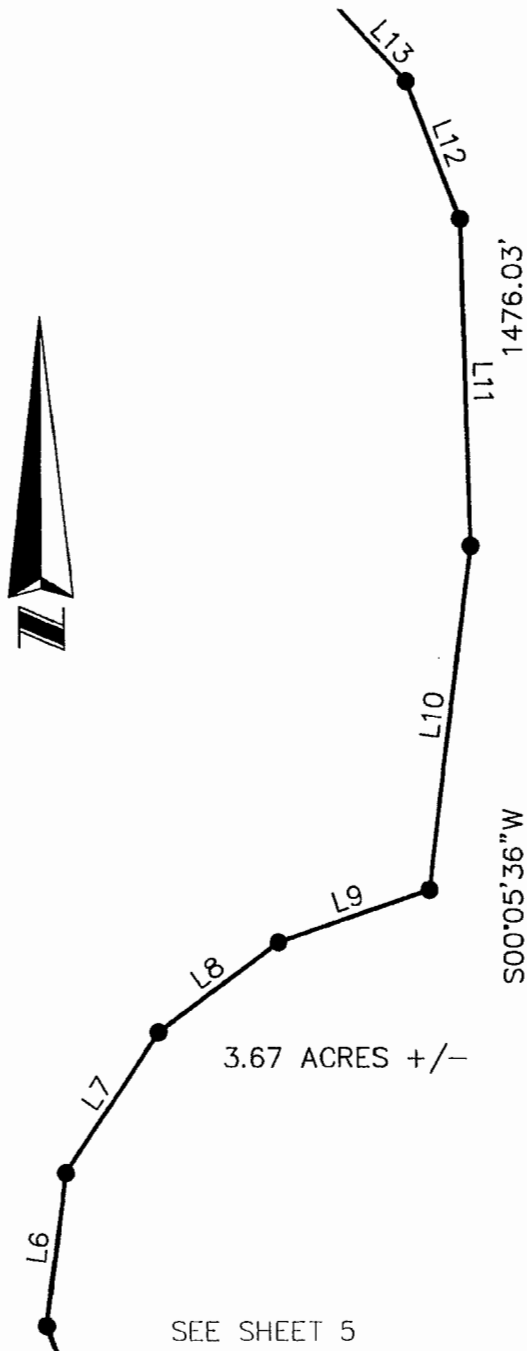
DATE: 4-14-14

SCALE: 1" = 100 FEET

DRAWN BY: N/A

SKETCH OF DESCRIPTION

SEE SHEET 7



E. LINE SE. 1/4
SEC. 5 TWP. 24S. RNG. 27E.

3.67 ACRES +/-

SEE SHEET 5



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LEGEND

N. = NORTH
S. = SOUTH
E. = EAST
W. = WEST
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE

SHEET 6 OF 12
SEE SHEET 1 FOR DESCRIPTION

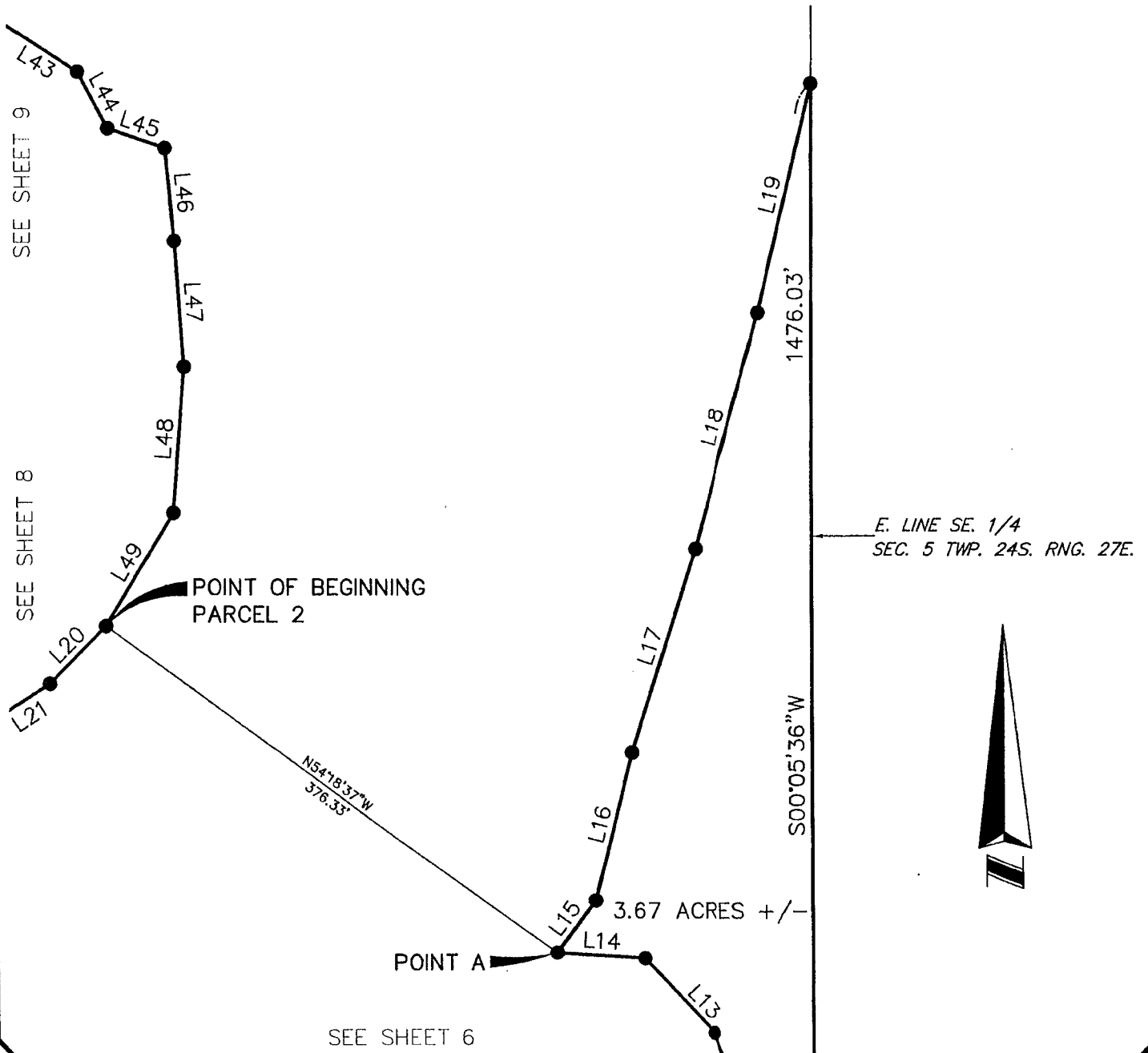
JOB NO. 20130148

DATE: 4-14-14

SCALE: 1" = 100 FEET

DRAWN BY: N/A

SKETCH OF DESCRIPTION



16 EAST PLANT STREET
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LEGEND
 N. = NORTH
 S. = SOUTH
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 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE

JOB NO. 20130148
 DATE: 4-14-14
 SCALE: 1" = 100 FEET
 DRAWN BY: DM

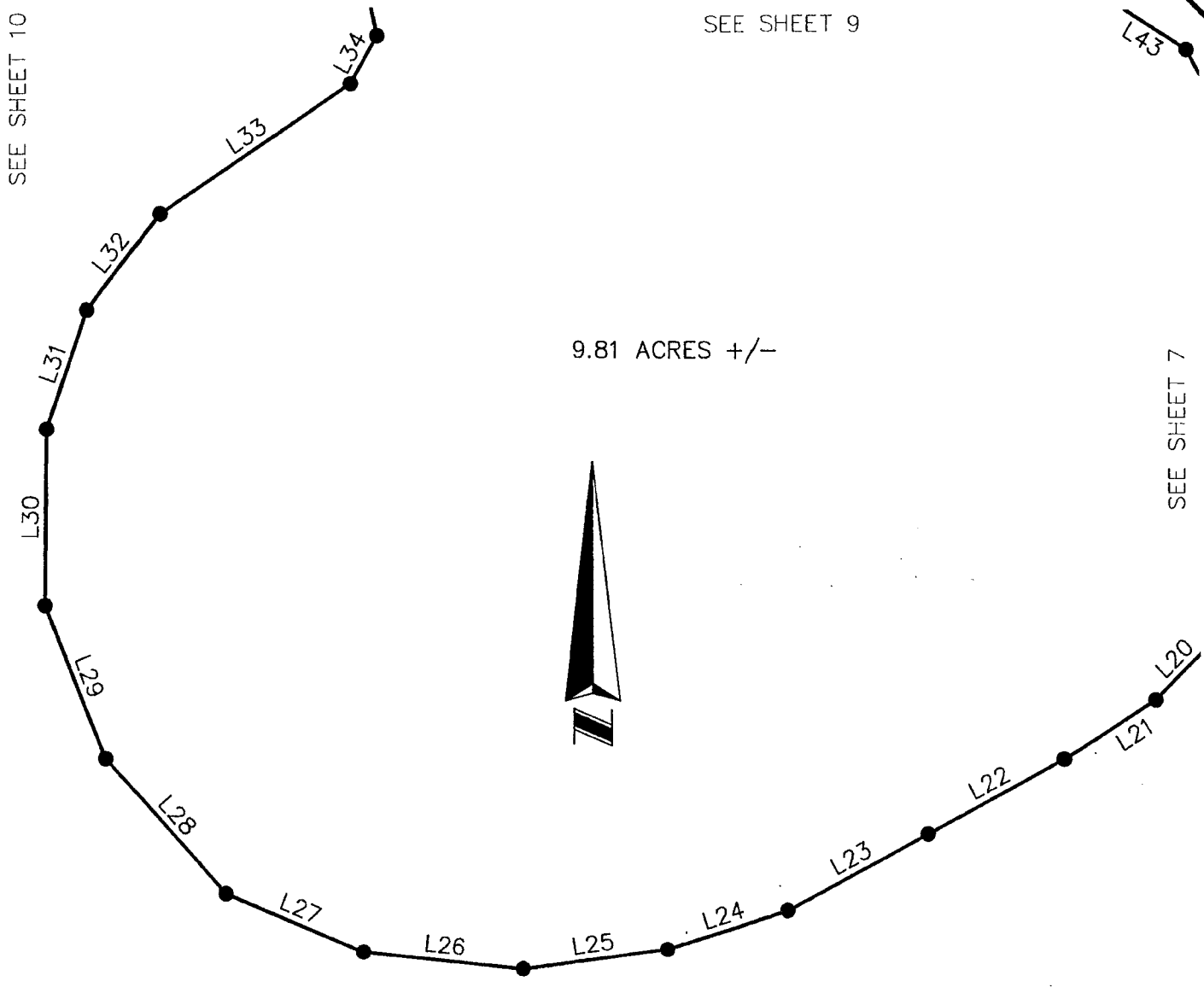
SHEET 7 OF 12
 SEE SHEET 1 FOR DESCRIPTION

SKETCH OF DESCRIPTION

SEE SHEET 10

SEE SHEET 9

L43



SEE SHEET 7



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

LEGEND

- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE

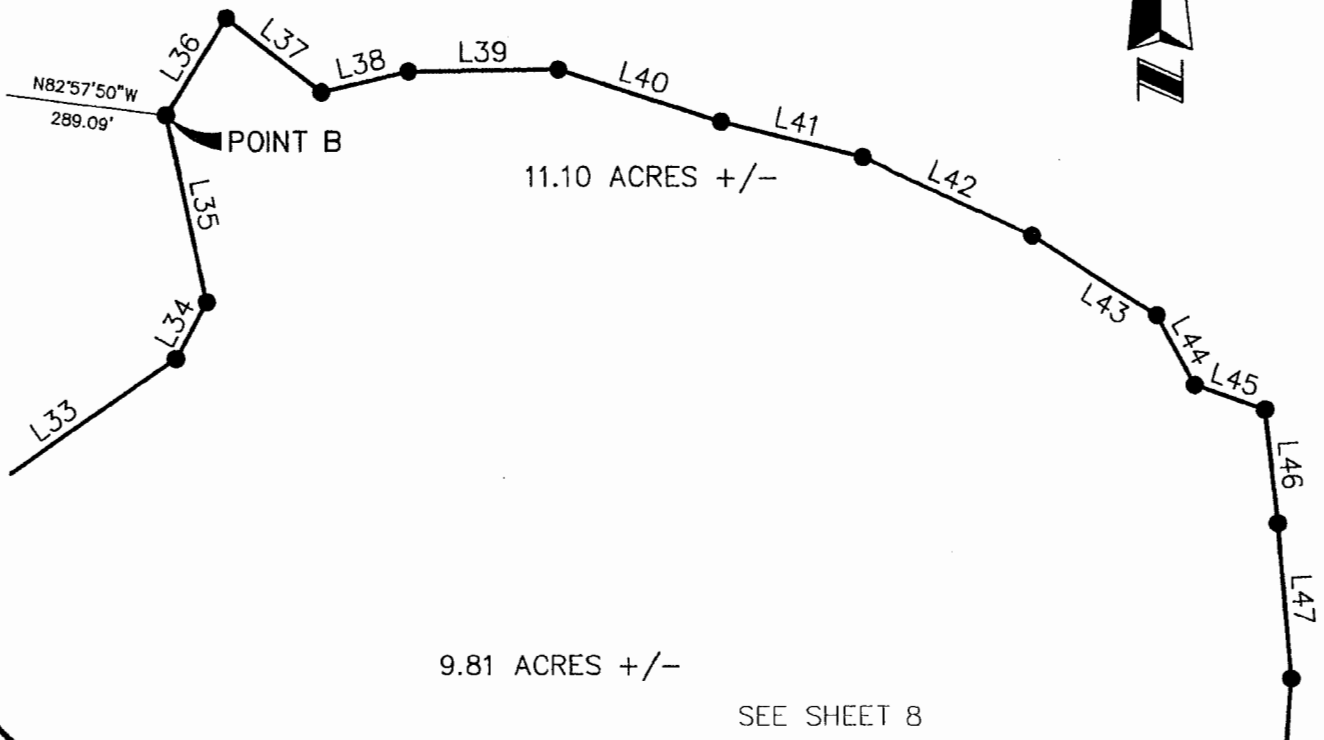
SHEET 8 OF 12
SEE SHEET 1 FOR DESCRIPTION

JOB NO. 20130148
DATE: 4-14-14
SCALE: 1" = 100 FEET
DRAWN BY: DM

SKETCH OF DESCRIPTION

N. LINE SE. 1/4 SEC. 5 TWP. 24S. RNG. 27E.

SEE SHEET 10



SEE SHEET 7

SEE SHEET 8



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5365

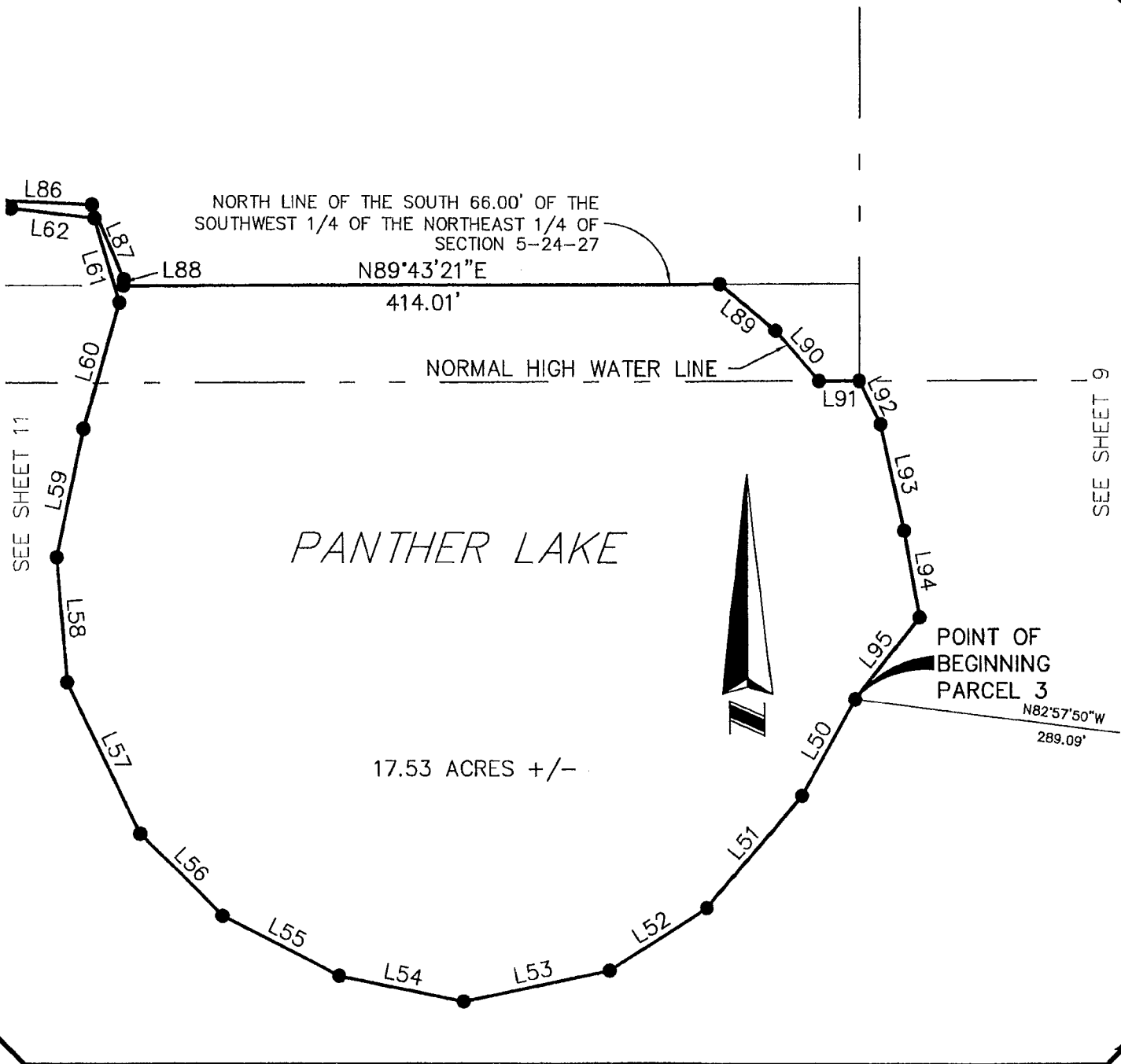
LEGEND

- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE

SHEET 9 OF 12
SEE SHEET 1 FOR DESCRIPTION

JOB NO. 20130148
DATE: 4-14-14
SCALE: 1" = 100 FEET
DRAWN BY: DM

SKETCH OF DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

LEGEND

- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE

SHEET 10 OF 12
SEE SHEET 1 FOR DESCRIPTION

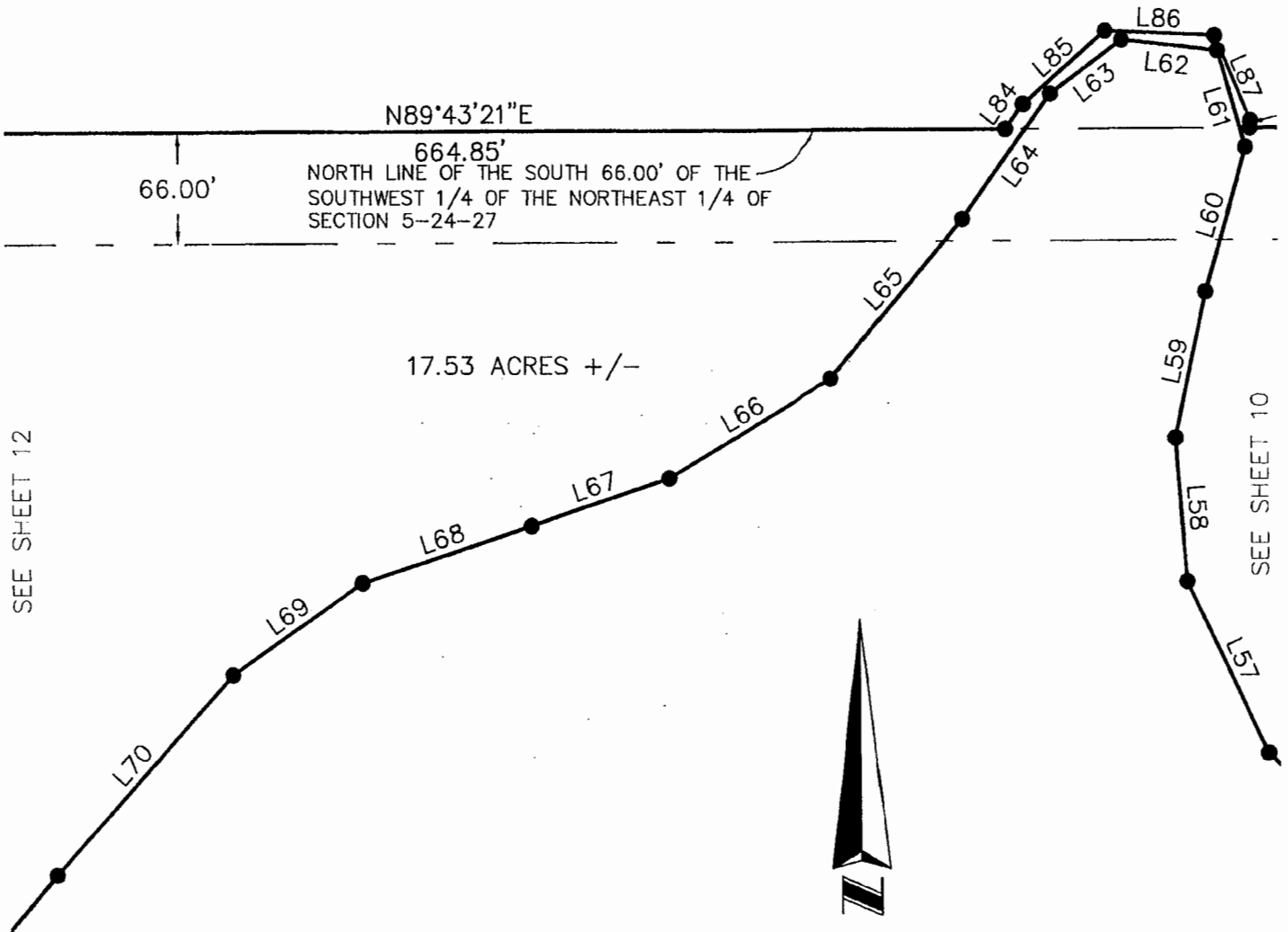
JOB NO. 20130148

DATE: 4-14-14

SCALE: 1" = 100 FEET

DRAWN BY: DM

SKETCH OF DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5365

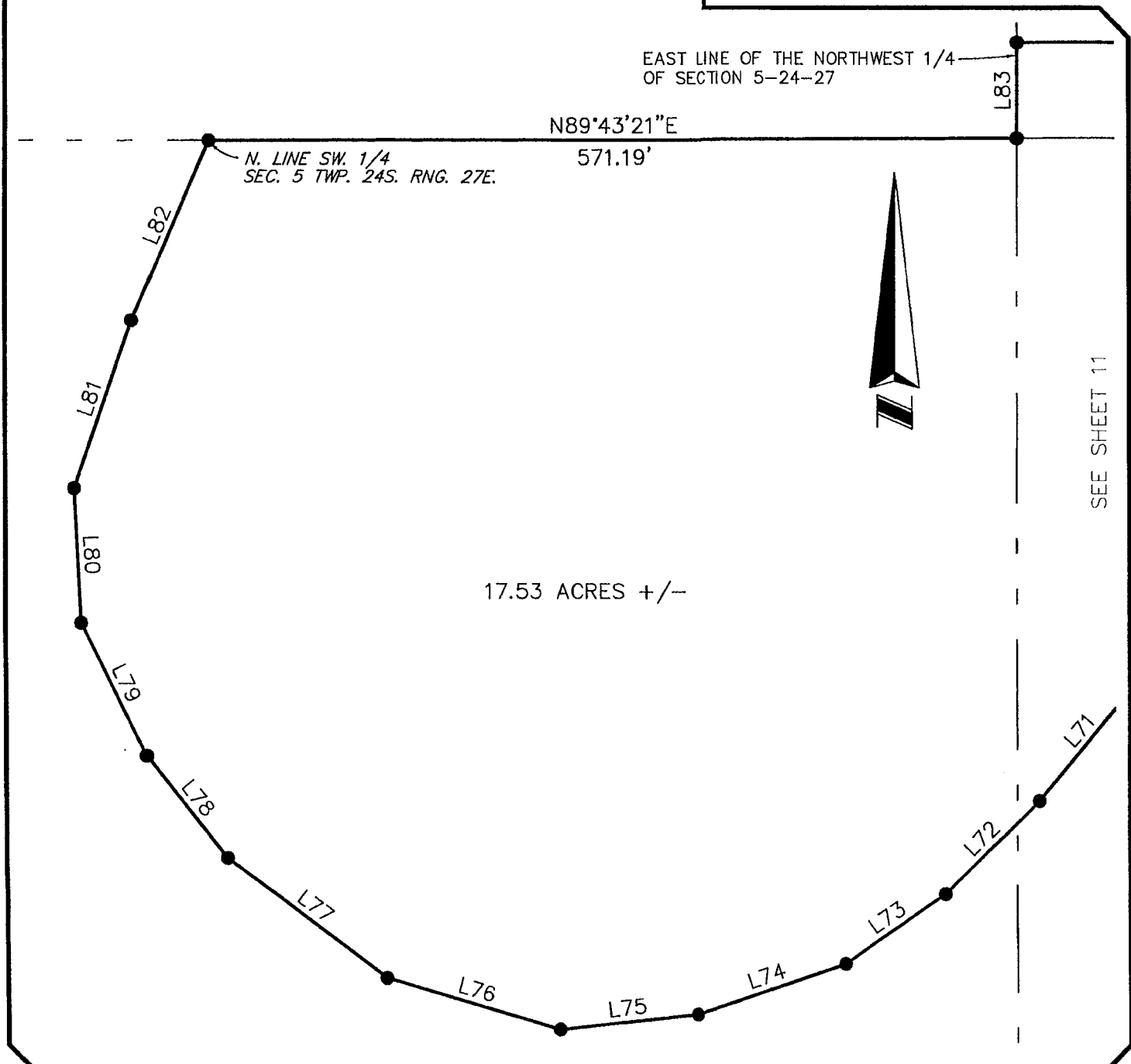
LEGEND

- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE

SHEET 11 OF 12
SEE SHEET 1 FOR DESCRIPTION

| | |
|----------------------|--|
| JOB NO. 20130148 | |
| DATE: 4-14-14 | |
| SCALE: 1" = 100 FEET | |
| DRAWN BY: DM | |

SKETCH OF DESCRIPTION



EAST LINE OF THE NORTHWEST 1/4
OF SECTION 5-24-27

N. LINE SW. 1/4
SEC. 5 TWP. 24S. RNG. 27E.

N89°43'21"E
571.19'

L83



SEE SHEET 11

17.53 ACRES +/-



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

LEGEND

- N. = NORTH
- S. = SOUTH
- E. = EAST
- W. = WEST
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE

SHEET 12 OF 12
SEE SHEET 1 FOR DESCRIPTION

JOB NO. 20130148
DATE: 4-14-14
SCALE: 1" = 100 FEET
DRAWN BY: DM

EXHIBIT "B"

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF STATE ROAD 429.

THE SOUTHEAST 1/4 (LESS THE SOUTH 30 FEET FOR ROAD) AND THE EAST 1/2 OF THE SOUTHWEST 1/4 EAST OF THE ROAD (LESS THE SOUTH 30 FEET FOR ROAD), AND THE SOUTH 66 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 (LESS THAT PART OF THE SOUTH 66 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING NORTH AND EAST OF LAKE) AND THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF LAKE ADJACENT TO THE PARCEL LOCATED ON THE SOUTH 66 FEET THEREOF (LESS BEGIN ON THE EAST RIGHT-OF-WAY LINE OF SR 545, 1061 FEET MORE OR LESS SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SECTION, RUN NORTH 83 DEGREES EAST 50 FEET, THEN NORTH 7 DEGREES WEST 35 FEET, THEN SOUTH 83 DEGREES WEST 50 FEET TO A POINT ON THE SAID RIGHT-OF-WAY LINE, THEN SOUTHERLY ALONG THE RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

LESS, COMMERCIAL PARCEL A:

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID SECTION 5; THENCE RUN NORTH 00°06'49" EAST ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 301.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2023.00 FEET, A CHORD BEARING OF SOUTH 60°50'35" WEST AND A CHORD LENGTH OF 72.41 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°03'03" FOR AN ARC DISTANCE OF 72.41 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2023.00 FEET, A CHORD BEARING OF SOUTH 65°54'15" WEST AND A CHORD LENGTH OF 284.76 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°04'18" FOR AN ARC DISTANCE OF 285.00 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 21°37'04" WEST FOR A DISTANCE OF 260.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1763.00 FEET, A CHORD BEARING OF NORTH 64°14'39" EAST AND A CHORD LENGTH OF 364.03 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°51'06" FOR AN ARC DISTANCE OF 364.68 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF SOUTH 03°06'43" EAST AND A CHORD LENGTH OF 25.72 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°24'37" FOR AN ARC DISTANCE OF 25.73 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°05'35" WEST FOR A DISTANCE OF 134.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET, A CHORD BEARING OF SOUTH 07°19'02" .EAST AND A CHORD LENGTH OF 43.85 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'14" FOR AN ARC DISTANCE OF 43.97 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 14°43'39" EAST FOR A DISTANCE OF 83.19 FEET TO THE POINT OF BEGINNING.