




Interoffice Memorandum


APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 21 2014 NP/KH

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** October 3, 2014

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
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 COMMUNITY DEVELOPMENT CAPITAL GROUP LLC  
AND ORANGE COUNTY AND AUTHORIZATION TO RECORD  
INSTRUMENT

**PROJECT:** Ashlin Park CAI-13-06-013  
  
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: 9.6 acres

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

**REMARKS:**

Conservation Area Impact Permit No. 13-06-013 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.

On February 25, 2014, the Board of County Commissioners approved a Conservation and Access Easement over this site. An update of the title prior to recording revealed that the owner sold the property on February 12, 2014, so we needed a new easement. The new owner has granted this replacement easement which supersedes the one previously approved.

The Grantor is providing access to the Conservation Easement through the parent tract site, which lies westerly of Winter Garden-Vineland Road. Upon platting of the entire project site, all residential platted lots shown on such plat shall be deemed released from the Access Easement without the necessity of the Grantor obtaining any release from the Grantee, provided that Grantee retains access to the Conservation Easement by a platted access easement or public 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  
OCT 21 2014 NP/KH

**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**

Project: Ashlin Park CAI-13-06-013

Parcel Id. No. a portion of: 25-23-27-0000-00005, 25-23-27-0000-00014, & 25-23-27-0000-00031

**CONSERVATION AND ACCESS EASEMENT**

This CONSERVATION AND ACCESS EASEMENT is made this 23rd day of September, 2014 by COMMUNITY DEVELOPMENT CAPITAL GROUP LLC, a Delaware limited liability company, whose address is 8585 E. Hartford Drive, Suite 200, Scottsdale, Arizona 85255, Attn: Steven S. Benson ("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 Ashlin Park 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. 13-06-013 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

2014 OCT 21 10:00 AM

**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

2025 RELEASE UNDER E.O. 14176

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 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.

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 the entire Project Site, all residential platted lots shown on such plat shall be deemed released from the ACCESS EASEMENT without the necessity of the GRANTOR obtaining any release from the GRANTEE, 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 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 SITE, save and except for any liability for injury or damage to person or property solely caused by the acts, omissions or negligence of the GRANTEE or its agents. 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, save and except for any liability for injury or damage to person or property solely caused by the gross negligence of the GRANTEE. Nothing contained herein shall constitute a waiver of GRANTEE's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**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.

[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:

COMMUNITY DEVELOPMENT CAPITAL GROUP LLC, a Delaware limited liability company

BY: CDCG ASSET MANAGEMENT, LLC, an Arizona limited liability company, Its Authorized Agent

Nathan Holt  
Witness

Nathan Holt  
Printed Name

Wendy Stoeckel  
Witness

Wendy Stoeckel  
Printed Name

BY: Steven S Benson  
Steven S. Benson  
Its Manager

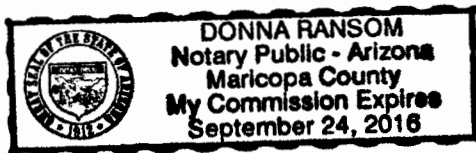
(Signature of TWO Witnesses required by Florida Law)

STATE OF ARIZONA  
COUNTY OF Maricopa

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of September A.D., 2014, before me personally appeared Steven S. Benson, as Manager of CDCG Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of Community Development Capital Group LLC, a Delaware limited liability company, to me known to be, or who has produced \_\_\_\_\_ as identification, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said company.

Witness my hand and official seal this 23<sup>rd</sup> day of September, 2014.

(Notary Seal)



Donna Ransom  
Notary Signature  
Donna Ransom  
Printed Notary Name

Notary Public in and for the County and State aforesaid  
My commission expires: 9/24/16

00000 SEP22 2014 4:06:09

# LEGAL DESCRIPTION

**Legal Description:**

A parcel of land lying in Section 25, Township 23 South, Range 27 East, Orange County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 25; thence along the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 25 run North 88°53'38" East for a distance of 242.09 feet to the POINT OF BEGINNING. Thence departing said North line run South 16°03'35" West for a distance of 88.50 feet; thence run South 00°35'15" East for a distance of 171.28 feet; thence run South 14°16'42" East for a distance of 94.76 feet; thence run South 74°47'26" East for a distance of 16.76 feet; thence run South 38°26'04" East for a distance of 56.13 feet; thence run South 79°53'17" East for a distance of 65.30 feet; thence run North 88°37'14" East for a distance of 81.76 feet; thence run North 76°10'30" East for a distance of 172.57 feet; thence run North 56°37'28" East for a distance of 73.82 feet; thence run North 47°27'19" East for a distance of 45.76 feet; thence run North 54°00'35" East for a distance of 30.42 feet; thence run South 77°39'04" East for a distance of 16.68 feet; thence run North 59°52'59" East for a distance of 60.89 feet; thence run North 78°00'09" East for a distance of 191.36 feet; thence run South 83°22'24" East for a distance of 54.11 feet; thence run South 83°45'56" East for a distance of 262.92 feet; thence run North 12°52'50" East for a distance of 52.43 feet; thence run North 47°11'51" East for a distance of 56.98 feet; thence run North 22°42'15" East for a distance of 82.33 feet; thence run North 01°32'49" West for a distance of 47.37 feet; thence run North 20°12'44" West for a distance of 55.30 feet to said North line of the Northeast 1/4 of the Southwest 1/4 of said Section 25; thence along said North line run South 88°53'38" West for a distance of 1,121.62 feet to the POINT OF BEGINNING.

Containing 7.93 acres, more or less.

SHEET 1 OF 3  
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET  
Water 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 NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25-23-27 AS BEING NORTH 88°53'38" EAST.

sk2  
Rev 9.27.13  
Rev 11.15.13

JOB NO. 20130029

DATE: 9/19/2013

SCALE: 1" = 200'

FIELD BY: N/A

CALCULATED BY: JDP

DRAWN BY: JDP

CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

*[Signature]*  
JAMES L. ROCKMAN, P.S.M. #5633

OCSEP05 SEP 25 2013 4:45:09

Exhibit "A"

SKETCH OF DESCRIPTION



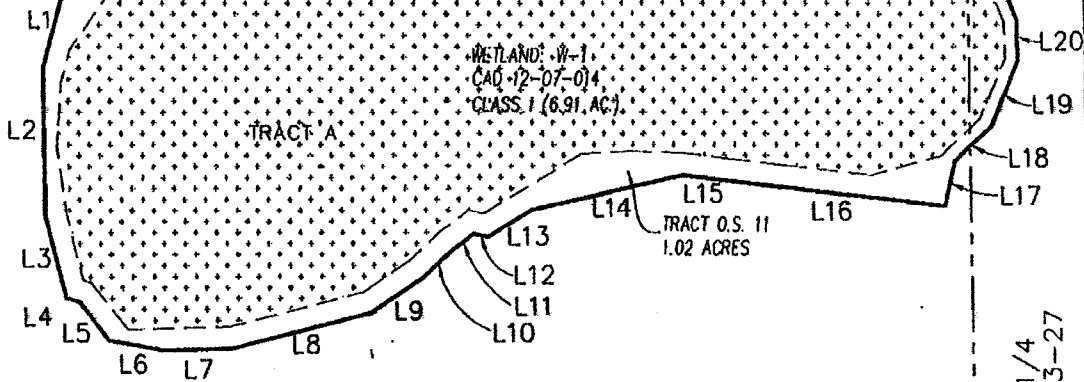
NOT PLATTED

P.O.C.  
NW CORNER OF THE NE 1/4 OF THE  
SW 1/4 SECTION 25-23-27

P.O.B.

NORTH LINE NE 1/4 OF THE  
SW 1/4 SECTION 25-23-27  
1121.62'  
S88°53'38"W

N88°53'38"E  
242.09'



NE 1/4 SW 1/4  
SECTION 25-23-27

WEST LINE OF THE  
NW 1/4 OF THE SE 1/4  
SECTION 25-23-27

NW 1/4 SE 1/4  
SECTION 25-23-27

SHEET 2 OF 3  
SEE SHEET 1 FOR LEGAL DESCRIPTION



16 EAST PLANT STREET  
Wilder Garden, Florida 34787 • (407) 654-5355

LEGEND

- DENOTES CHANGE IN DIRECTION
- P.O.B. DENOTES POINT OF BEGINNING
- P.O.C. DENOTES POINT OF COMMENCEMENT
- O.S. DENOTES OPEN SPACE
- AC. DENOTES ACRES

sk2  
Rev 9.27.13  
Rev 11.15.13

JOB NO. 20130029  
DATE: 9/19/2013  
SCALE: 1" = 200'  
FIELD BY: N/A

CALCULATED BY: JDP  
DRAWN BY: JDP  
CHECKED BY: EGT

SURVEY 12/07/04

Exhibit "A"

LINE TABLE

LINE TABLE		
LINE	LENGTH	BEARING
L1	88.50'	S16°03'35"W
L2	171.28'	S00°35'15"E
L3	94.76'	S14°16'42"E
L4	16.76'	S74°47'26"E
L5	56.13'	S38°26'04"E
L6	65.30'	S79°53'17"E
L7	81.76'	N88°37'14"E
L8	172.57'	N76°10'30"E
L9	73.82'	N56°37'28"E
L10	45.76'	N47°27'19"E
L11	30.42'	N54°00'35"E
L12	16.68'	S77°39'04"E
L13	60.89'	N59°52'59"E
L14	191.36'	N78°00'09"E
L15	54.11'	S83°22'24"E
L16	262.92'	S83°45'56"E
L17	52.43'	N12°52'50"E
L18	56.98'	N47°11'51"E
L19	82.33'	N22°42'15"E
L20	47.37'	N01°32'49"W
L21	55.30'	N20°12'44"W

SHEET 3 OF 3



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

sk2  
Rev 0.27.13  
Rev 11.15.13

JOB NO. 20130028  
DATE: 9/19/2013  
SCALE: 1" = 200'  
FIELD BY: N/A

CALCULATED BY: JDP  
DRAWN BY: JDP  
CHECKED BY: EGT

00000 SEP2013 14:51:05

Exhibit "A"

# LEGAL DESCRIPTION

**Legal Description:**

A parcel of land lying in Section 25, Township 23 South, Range 27 East, Orange County, Florida being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 25; thence along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 25 run North 89°11'43" East for a distance of 419.73 feet to the POINT OF BEGINNING. Thence departing said South line run North 62°12'08" East for a distance of 73.29 feet; thence run North 42°01'50" East for a distance of 102.01 feet; thence run North 76°34'36" East for a distance of 53.13 feet; thence run North 60°09'22" East for a distance of 47.09 feet; thence run North 62°34'35" East for a distance of 63.66 feet; thence run North 47°55'30" East for a distance 78.05 feet; thence North 70°34'51" East for a distance of 48.15 feet; thence run North 43°06'30" East for a distance of 60.93 feet to the Westerly right-of-way of Winter Garden/Vineland Road, County Road 535 per Orange County Right-of-Way Map Phase One - North Section prepared by Kimley-Horn last revised on February 8, 1993; thence along said Westerly right-of-way run South 18°01'01" East for a distance of 113.67 feet; thence run South 21°51'12" East for a distance of 185.61 feet to the aforesaid South line of the Northwest 1/4 of the Southeast 1/4 of said Section 25; thence departing said Westerly right-of-way run along said South line South 89°11'43" West for a distance of 531.44 feet to the POINT OF BEGINNING.

Contains 72,670 square feet or 1.67 acres, more or less.

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH

**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 SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SECTION 25-23-27 AS BEING SOUTH 89°11'43" WEST.

JOB NO. 20130029  
 DATE: 9/18/2013  
 SCALE: 1" = 100'  
 FIELD BY: N/A

CALCULATED BY: JDP  
 DRAWN BY: JDP  
 CHECKED BY: EGT

sk1  
rev 11.15.13

FOR THE LICENSED BUSINESS # 6723 BY

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

00000 SEP25 2014 4:51:09



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

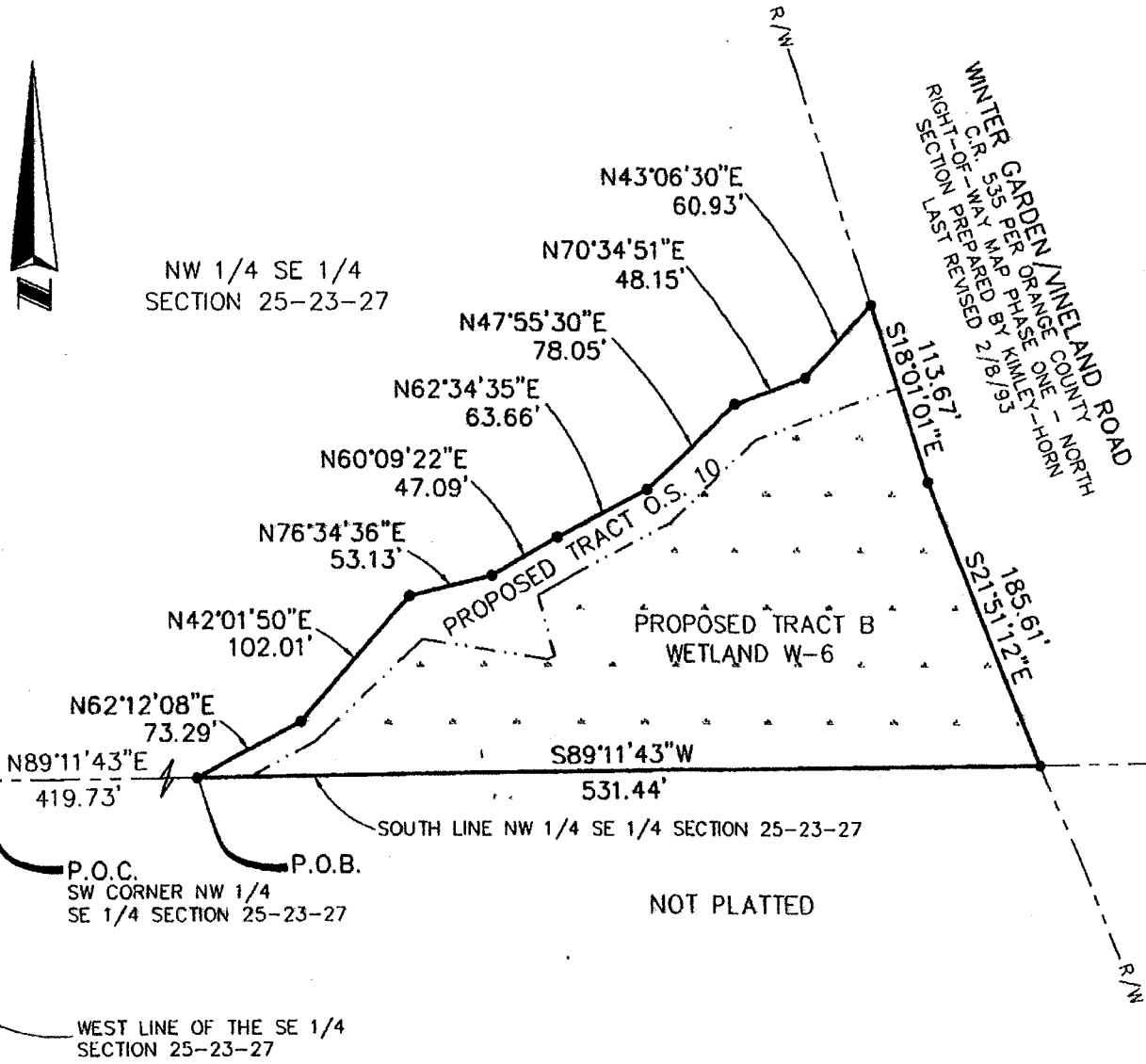
Exhibit "A"

SKETCH OF DESCRIPTION



NW 1/4 SE 1/4  
SECTION 25-23-27

WINTER GARDEN/VINELAND ROAD  
RIGHT-OF-WAY MAP PER ORANGE COUNTY  
SECTION 5555 PER PHASE ONE - NORTH  
LAST REVISED 2/8/93  
BY KIMLEY-HORN



SHEET 2 OF 2  
SEE SHEET 1 FOR LEGAL DESCRIPTION

00590 9/27/2013 14:49:09

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

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>● DENOTES CHANGE IN DIRECTION</li> <li>P.O.B. DENOTES POINT OF BEGINNING</li> <li>P.O.C. DENOTES POINT OF COMMENCEMENT</li> <li>R/W DENOTES RIGHT OF WAY</li> <li>O.S. DENOTES OPEN SPACE</li> <li>C.R. DENOTES COUNTY ROAD</li> </ul>		<p>sk1 rev 11.15.13</p>
JOB NO. <u>20130029</u>	CALCULATED BY: <u>JDP</u>	
DATE: <u>9/18/2013</u>	DRAWN BY: <u>JDP</u>	
SCALE: <u>1" = 100'</u>	CHECKED BY: <u>EGT</u>	
FIELD BY: <u>N/A</u>		

Exhibit "B"

A portion of the Northeast 1/4 of the Southwest 1/4 and a portion of the Northwest 1/4 of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, lying in Orange County, Florida;

Commence at the south 1/4 corner of said Section 25; thence along the west line of the SE 1/4, said line also being the east line of the SW 1/4, run North 00°12'12" West for a distance of 1336.53 feet to a point on the south line of the NE 1/4 of the SW 1/4 of said Section 25, said point being the **Point of Beginning**; thence along said south line run South 89°09'44" West for a distance of 1,337.56 feet to the west line of the NE 1/4 of the SW 1/4; thence along said west line run North 00°12'00" East for a distance of 1330.44 feet to the northwest corner of the NE 1/4 of the SW 1/4 of said Section 25; thence departing said west line run North 88°53'38" East along the north line of the south 1/2 of said Section 25 for a distance of 2224.71 feet to the westerly right-of-way line per Orange County right-of-way map for Phase 1 of County Road # 535 Project Number Y0-808B; thence along said westerly right-of-way run the following courses: South 23°42'47" West for a distance of 123.94 feet; thence run South 21°16'40" West for a distance of 106.88 feet to the point of curvature of a curve concave easterly and having a radius of 1273.24 feet, thence through a central angle run 28°07'33" for an arc length of 625.02 feet, a chord bearing of South 02°49'50" West and a chord length of 618.76 feet; thence run South 18°01'01" East for a distance of 354.50 feet; thence run South 21°51'12" East for a distance of 185.61 feet to the south line of the NW 1/4 of the SE 1/4; thence along said south line run South 89°11'43" West for a distance of 951.17 feet to the aforesaid Point of Beginning.

OCFPD SEP252014AM9:09