



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 10 2015 *KH/JP*

REAL ESTATE MANAGEMENT ITEM 1

DATE: January 14, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division *VCW*

FROM: Virginia G. Williams, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF DECLARATION OF RESTRICTIVE COVENANT AND ACCESS EASEMENT AGREEMENT FROM ORANGE COUNTY TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENTS

PROJECT: Western Regional Water Supply Facility
District 2

PURPOSE: To comply with Florida Department of Environmental Protection restriction and access requirements.

ITEMS: Declaration of Restrictive Covenant
Size: 1,168 square feet

Access Easement Agreement
Revenue: None
Size: 1.02 acres

BUDGET: Account No.: 4420-038-1324-3167

FUNDS: \$190.00 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS: On March 14, 2013, a discharge of fluosilicic acid (fluoride) at the Orange County Western Regional Water Supply Facility was reported to Florida Department of Environmental Protection (FDEP). The discharge is documented in additional reports which reflect that soil contamination does not extend beyond the restricted property boundary. The Declaration of Restrictive Covenant imposes restrictions on the area of contamination with the intent to reduce or eliminate the risk of exposure of users or occupants of the restricted property and the environment. FDEP has agreed to issue a Site Rehabilitation Completion Order upon recordation of a Declaration of Restrictive Covenant on the land. The Access Easement Agreement will provide FDEP access to the restricted property for the purpose of inspection, viewing and monitoring it. Orange County will maintain the access to the site.

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.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: January 12, 2015

Amount: \$190.00

Project: Western Regional Water Supply Facility

Parcels: N/A

Charge to Account: 4420-038-1324-3167

Controlling Agency Approval: _____

Fiscal Approval: _____

TYPE TRANSACTION (Check appropriate block{s})

Pre-Condensation Post-Condensation X N/A District # 2

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- X Advance Payment Requested (recording fees)

Name:
\$190.00 - Orange County Comptroller

DOCUMENTATION ATTACHED (Check appropriate block{s})

- Contract/Agreement
- X Copy of Instruments
- Certificate of Value
- Settlement Analysis

Payable to: \$190.00 Orange County Comptroller (recording fees)

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Virginia G. Williams
Virginia G. Williams, Senior Title Examiner

January 12, 2015
Date

Payment Approved Ann Caswell
Ann Caswell, Manager

1-13-15
Date

Under Ordinance Approved by _____
Assistant Manager, Real Estate Management Division

Date

Certified Jessica Moore
Approved by BCC Deputy Clerk to the Board

FEB 10 2015
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 10 2015 KHNP

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: January 12, 2015

Amount: \$190.00

Project: Western Regional Water Supply Facility

Parcels: N/A

Charge to Account: 4420-038-1324-3167

Controlling Agency Approval: *[Signature]*

Fiscal Approval: *[Signature]*

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation Post-Condemnation N/A District # 2

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested (recording fees)

Name:
\$190.00 - Orange County Comptroller

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/Agreement
- Copy of Instruments
- Certificate of Value
- Settlement Analysis

Payable to: \$190.00 Orange County Comptroller (recording fees)

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by *[Signature]*
Virginia G. Williams, Senior Title Examiner

January 12, 2015
Date

Payment Approved *[Signature]*
Ann Caswell, Manager

1-13-15
Date

Under Ordinance Approved by Assistant Manager, Real Estate Management Division

Date

Certified Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS:

FEB 10 2015 KHNP

Prepared by:
Orange County Risk Management
109 E Church Street
Orlando, Florida 32801

Project: Western Regional Water Supply Facility

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT, is made and entered into this 26TH day of FEBRUARY, 2015, by and between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, and its successors and assigns, whose mailing address is P. O. Box 1393, Orlando, FL 32802-1393 (hereinafter referred to as "GRANTOR"), and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and its successors and assigns (hereinafter referred to as "DEPARTMENT").

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property (hereinafter "Easement Parcel") located in Orange County, Florida, as more particularly described in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, on even date herewith, the DEPARTMENT and GRANTOR have entered into that certain Declaration of Restrictive Covenant, encumbering certain property (the "Restricted Area") as more particularly described therein (the "Restrictive Covenant"); and

WHEREAS, the DEPARTMENT desires to use the Easement Parcel in order to gain access to the Restricted Area for the purpose of inspecting, viewing and monitoring the Restricted Area and GRANTOR's compliance with the obligations set forth in the Restrictive Covenant related to the Restricted Area; and

WHEREAS, the DEPARTMENT's actions on the Restricted Area are taken in an attempt to ensure compliance with the requirements contained in the Restrictive Covenant encumbering the Restricted Area; and

WHEREAS, GRANTOR desires to grant to DEPARTMENT an easement for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

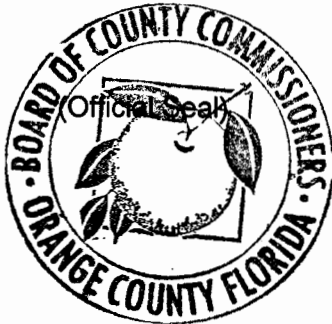
1. GRANTOR hereby grants to DEPARTMENT, its legal successors and assigns, a non-exclusive easement for ingress and egress in and upon the Easement Parcel for the purposes described above (hereinafter, the "Easement").
2. The terms of the Easement shall commence upon the date of full execution of this Easement and shall continue in perpetuity; provided, however, this Easement shall terminate and be of no further force and effect upon the termination of the Restrictive Covenant by the DEPARTMENT.

3. GRANTOR agrees that DEPARTMENT and its employees, contractors, and agents shall have ingress and egress to and from the Restricted Area over and across the Easement Parcel to affect the purposes of this Easement.
4. In order to ensure the perpetual nature of this Easement, the GRANTOR and its successors and assigns shall reference this Easement in any subsequent deed of conveyance, including the recording information for this Easement.
5. GRANTOR hereby represents and warrants that GRANTOR has fee title in the Easement Parcel; and GRANTOR represents and warrants that it has the power and authority to grant this Easement. With respect to its use of the Easement Parcel, DEPARTMENT shall be responsible for injury or damage to persons or property for which it is found legally liable.
6. GRANTOR reserves the right to use or authorize others to use the Easement Parcel in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that GRANTOR shall not disturb or block access in any way without prior approval from the DEPARTMENT.
7. In the event DEPARTMENT determines that the Easement Parcel is no longer needed for the purposes set forth herein, DEPARTMENT may terminate this Easement by notifying GRANTOR, in writing, at least sixty (60) days prior to the date of such termination. In such event, DEPARTMENT agrees to execute an instrument in recordable form, releasing this Easement.
8. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their legal representatives, successors and assigns.
9. This Easement does not impact or modify any other legal authority the DEPARTMENT may have to inspect the Easement Parcel or Restricted Area for regulatory purposes pursuant to Chapters 376 and 403, Florida Statutes.
10. GRANTOR shall maintain the Easement Parcel so that a standard sized two-wheeled drive motor vehicle can traverse the Easement Parcel.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement to be executed as of the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.



GRANTOR

ORANGE COUNTY, a charter county and political subdivision of the state of Florida
By Board of County Commissioners

BY: *Ajit Lalchandani*
Teresa Jacobs
Orange County Mayor

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: *Jessica Moore*
for Deputy Clerk
Jessica Moore

Printed Name

Signed, sealed and delivered in the presence of:

Witness: *Craig A. Stopyna* Date: FEB 10 2015
Print Name: Craig A. Stopyna

Witness: *Noelia Perez* Date: FEB 10 2015
Print Name: Noelia Perez

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of Feb., 20 15,
by Ajit Lalchandani as representative for Orange County
("GRANTOR").

Personally Known OR Produced Identification _____
Type of Identification Produced _____

 KATHERINE A. HEARD
MY COMMISSION # FF 041553
EXPIRES: November 14, 2017
Bonded Thru Budget Notary Services

Katherine A. Heard
Signature of Notary Public
Katherine A. Heard
Notary Public
Commission No. FF 041553
Commission Expires: Nov. 14, 2017

*

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By:

Approved as to form by:

Toni Sturtevant

Toni Sturtevant, Asst. General Counsel
Florida Department of
Environmental Protection
Office of General Counsel

Jeff Prather
JEFF PRATHER
Director of District Management

Dept. of Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

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

P. Ammon
Witness Signature

P. Ammon
Printed Name

2-26-2015
Date

Roger Sussko
Witness Signature

ROGER SUSSKO
Printed Name

2-26-2015
Date

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of February, 2015, by JEFF PRATHER, who is personally known to me.



Dain M Festa
Notary Public, State of Florida at Large

EXHIBIT "A"

ABBREVIATION LEGEND:

P.R.M. - PERMANENT REFERENCE MONUMENT	L.D. - IDENTIFICATION	# - NUMBER
P.C.C. - POINT OF COMMENCEMENT	C.M. - CONCRETE MONUMENT	ELEV. - ELEVATION
P.C. - POINT OF CURVATURE	P.B. - PLAT BOOK	A.C. - AIR CONDITIONER
P.P.C. - POINT OF POINTING CURVATURE	P.C. - PAGE	TYP. - TYPICAL
P.T. - POINT OF TANGENCY	N.A. - NON-ADJACENT	U.E. - UTILITY EASEMENT
P. - POINT OF INTERSECTION	R.A. - RADIAL	D.E. - DRAINAGE EASEMENT
P.C.P. - PERMANENT CONTROL POINT	L. - ARC LENGTH	F.F. - FINISHED FLOOR
P.O.L. - POINT ON LINE	Δ - DELTA	B.S. - BUILDING SETBACK
C.B. - CHORD BEARING	R.P. - RADIOS POINT	C.B.S. - CONCRETE BLOCK STRUCTURE
U.E. - UTILITY EASEMENT	R/W - RIGHT-OF-WAY	M. - MAT
C.C. - CONCRETE	C/L - CENTER LINE	M. - MEASUREMENT
C.L.F. - CHAIN LINK FENCE	D.E. - DRAINAGE EASEMENT	(Q) - CALCULATED
W.F. - WOOD FENCE	M.M. - FIRE HYDRANT	- - - DRAINAGE ARROW
C & G - CURB & GUTTER	N & D - NAIL AND DISC	
CATV - CABLE TELEVISION ROSEN	S.M. - BENCH MARK	
TEL. - TELEPHONE WIRE	P.A. - PAVEMENT	
TRANS. - TRANSFORMER PAD	F.B. - FIELD BOOK	
L.P. - LIGHT POLE	M.H. - MANHOLE	
P.P. - POWER POLE	L.S. - LEGAL	
E.M. - ELECTRIC METER	H.S. - HO SURVEYOR	
R/W - RIGHT OF WAY	C/O - CLEAR OUT	

Legal Description:

A parcel of land lying in the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 26, Township 21 South, Range 28 East, Orange County, Florida; Thence run South 00°27'40" East, along the East line of the Northeast 1/4 of said Section 26, a distance of 754.44 feet; Thence, leaving said East line, run North 89°59'20" West, a distance of 1374.46 feet, to a point on the West right-of-way line of Lakerville Road, also being the POINT OF BEGINNING; Thence run North 00°23'26" East, along the said West right-of-way line, a distance of 25.00 feet; Thence leaving said right-of-way line, run South 89°59'46" West, a distance of 1133.33 feet, to the point of curvature of a curve concave Southeast, having a radius of 70.00 feet, a chord bearing of South 44°59'08" West and a chord distance of 99.01 feet; thence run Southwesterly along the arc of said curve through a central angle of 90°01'16" for an arc distance of 109.98 feet, to the point of tangency; Thence run South 00°01'30" East, a distance of 150.00 feet, to the point of curvature of a curve concave Northwest, having a radius of 45.00 feet, a chord bearing of South 44°59'44" West and a chord distance of 63.66 feet; thence run Southwesterly along the arc of said curve through a central angle of 90°02'29" for an arc distance of 70.72 feet, to the point of tangency; Thence run North 89°59'02" West, a distance of 246.71 feet; Thence run North 29°11'59" West, a distance of 22.54 feet; Thence run North 00°00'58" East, a distance of 6.82 feet; Thence run North 89°59'02" West, a distance of 13.00 feet; Thence run South 00°00'38" West, a distance of 5.01 feet; Thence run South 29°56'91" West, a distance of 25.25 feet; Thence run South 00°06'10" West, a distance of 23.59 feet; Thence run South 89°59'02" East, a distance of 283.35 feet, to the point of curvature of a curve concave Northwest, having a radius of 70.00 feet, a chord bearing of North 44°59'44" East and a chord distance of 99.03 feet; thence run Northwesterly along the arc of said curve through a central angle of 90°02'29" for an arc distance of 110.01 feet, to the point of tangency; Thence run North 00°01'30" West, a distance of 150.00 feet, to the point of curvature of a curve concave Southeast, having a radius of 45.00 feet, a chord bearing of North 44°59'08" East and a chord distance of 63.66 feet; thence run Northwesterly along the arc of said curve through a central angle of 90°01'16" for an arc distance of 70.70 feet, to the point of tangency; Thence run North 89°59'46" East, a distance of 1135.16 feet, to the POINT OF BEGINNING.

Said lands containing: 44,530 square feet or 1.02 acres more or Less.

Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF TRACT 33 OF CAPE ORLANDO ESTATES UNIT 3A 1/4/0 ROCKET CITY UNIT 3A AS BEING IN 000000' W AS SHOWN PER THE DESCRIPTION.
3. THE "LEGAL DESCRIPTION" HEREON WAS WRITTEN BY THIS SURVEYOR PER THE CLIENT'S REQUEST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE PER THE DESCRIPTION AND ARE CORRECT AND IN AGREEMENT WITH THE FOUND AND SET MONUMENTS AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
6. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
7. THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE HORIZONTAL CONTROL ACCURACY OF A SUBURBAN SURVEY 1/7500.

Surveyor's Certification:

I hereby certify that the attached "Boundary Survey" of the herein-described property is true and correct to the best of my knowledge, information and belief as done under my direction in the field on September 21, 2012. I further certify that this "Boundary Survey" meets the minimum technical standards set forth in chapter 5J-17 of the Florida Administrative Code.

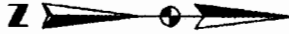
Date: 08/20/14
 W. C. Elliott, P.S.M.
 Professional Surveyor and Mapper
 Florida Registration No. 5599

Project No. 231-ETC-002
 Dwg file: 232-ETC-001.DWG

DRAWN: WCE	Boundary Survey <i>Environmental Consulting & Technology, Inc.</i> 2552 Lakerville Road Section 26, Township 21 South, Range 28 East City of Apopka, Orange County, Florida	 KLE Surveying and Mapping, Inc. 121 BLUES AVENUE LONGWOOD, FLORIDA 32750 PH. No. (407) 402-2331 LICENSED BUSINESS REGISTRATION No. 7889	SHEET
APPROVED: WCE			1
DATE: 08/20/14			OF 3
SCALE: N/A			

5 of 7

MATCH LINE
(SEE SHEET 1 OF 3)



S 89°59'46" W 1135.33'
N 89°59'46" E 1135.16'

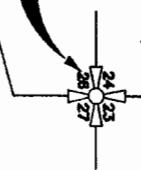
25.00'
N 00°23'26" E

LAKEVILLE ROAD
60' PUBLIC RIGHT-OF-WAY
PER PUBLIC RECORDS

P.O.B.
OF EASEMENT

N 89°59'20" W 1374.46'

P.O.C.
NE CORNER OF
SECTION 26-28-7215-R28E
FOUND 6" x 6"
CONCRETE MONUMENT
NO. 11.



2648.70'
EAST LINE OF THE NE ¼ OF
SECTION 26-7215-R28E

E.N. CORNER OF
SECTION 26-28-7215-R28E
FOUND 6" x 6"
CONCRETE MONUMENT
WITH BRASS DISC
STAMPED (S.W. ¼)

1893.04'
S 00°20'40" E

Project No. 23-ETD-002
Dwg. No. 23-ETD-001.DWG

DRAWN:	WCE
APPROVED:	WCE
DATE:	08/20/14
SCALE:	1" = 50'

Boundary Survey
Environmental Consulting
& Technology, Inc.
2552 Lakeville Road
Section 26, Township 21 South, Range 28 East
City of Maple, Orange County, Florida

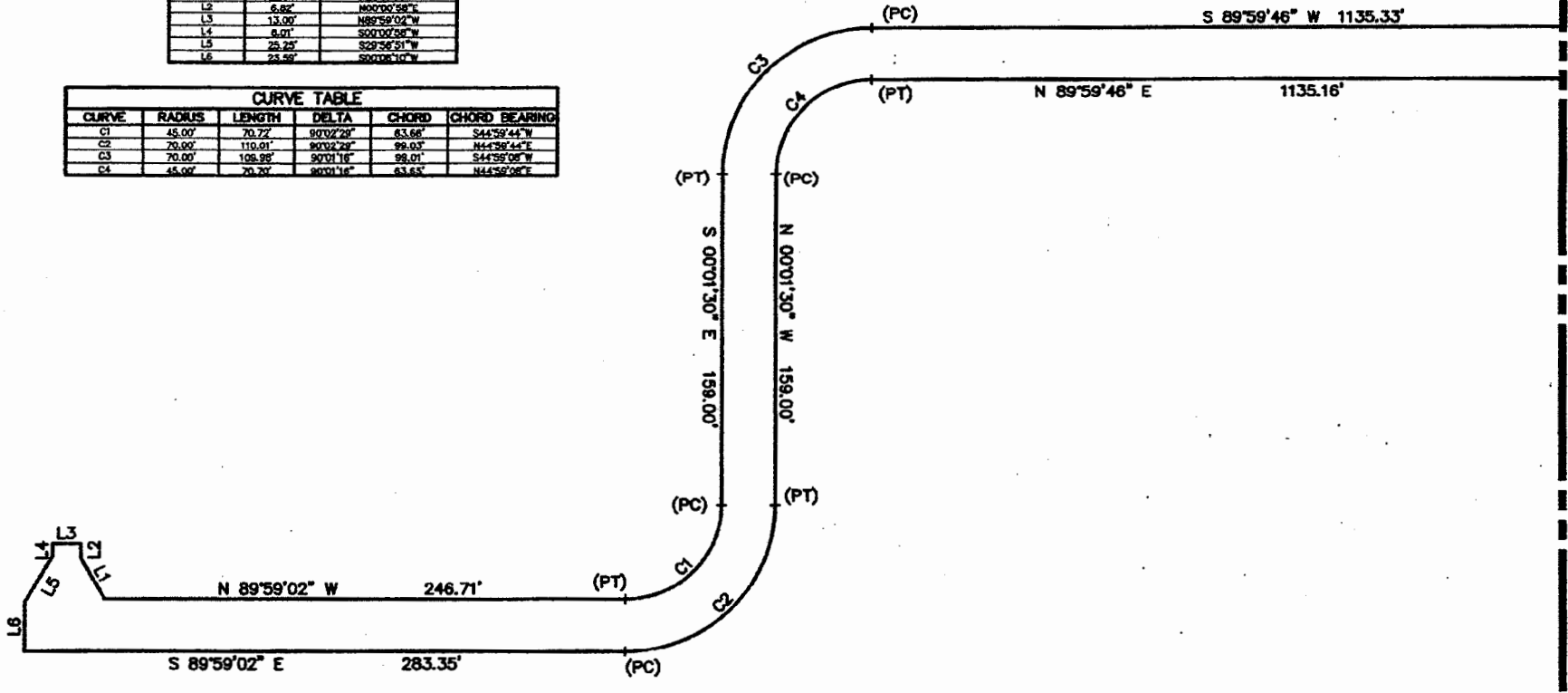


KLE
Surveying and Mapping, Inc.
11111 South Arroyo Street
Lakewood, Florida 32750
Tel. No. (407) 400-2233
Lakewood Business Center, Suite 100, No. 7909

SHEET
2
OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	22.54'	N29°11'59" W
L2	6.82'	N00°00'59" E
L3	13.00'	N88°59'02" W
L4	6.01'	S00°00'58" W
L5	25.25'	S29°56'51" W
L6	23.59'	S00°00'10" W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	45.00'	70.72'	90°02'28"	83.66'	S44°59'44" W
C2	70.00'	110.91'	90°02'28"	99.03'	N44°59'44" E
C3	70.00'	108.95'	90°01'16"	98.01'	S44°59'08" W
C4	45.00'	70.72'	90°01'16"	83.63'	N44°59'08" E



Project No. 231-ETC-002
 Dwg. File: 232-ETC-001.DWG

DRAWN:	WCE
APPROVED:	WCE
DATE:	08/20/14
SCALE:	1" = 50'

Boundary Survey
Environmental Consulting
 & Technology, Inc.
 2552 Lakeville Road
 Section 26, Township 21 South, Range 28 East
 City of Apopka, Orange County, Florida



KLE
Surveying and Mapping, Inc.
 121 BURNS AVENUE
 LONGWOOD, FLORIDA 32750
 PH. No. (407) 402-2331
 LICENSED BUSINESS REGISTRATION No. 7289

SHEET
3
 OF 3

FEB 10 2015 *KH/W*

This instrument prepared by:
Environmental Consulting & Technology, Inc.
3660 Maguire Blvd., Ste 107
Orlando, Florida 32803

Project: Western Regional Water Supply Facility

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 10th day of ^{FEB} 2015, by Orange County, a charter county and political subdivision of the state of Florida (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Orange, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property").
- B. The FDEP Facility Identification Number for the Property is Waste Cleanup Site Site ID# COM_322202. The facility name at the time of this Declaration is Western Regional Water Supply Facility. This Declaration addresses the discharge of fluosilicic acid (fluoride) that was reported to the FDEP on March 14, 2013.
- C. The discharge of fluosilicic acid (fluoride) on the Restricted Property is documented in the following reports that are incorporated by reference:
1. Source Removal Report dated May, 15, 2013, submitted by Florida Environmental Compliance Corporation, Inc.; and
 2. Limited Site Assessment Report dated April 7, 2014, submitted by Environmental Consulting & Technology, Inc.
- D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated soil as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the soil contamination does not extend beyond the Restricted Property boundaries, and exist in only within the limits of the existing engineering control boundary. This declaration imposes restrictions on the area of soil contamination.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of fluoride increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_322202, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth. A Boundary Survey and Accompanying Legal Description prepared in accordance with the Minimum Technical Standards (MTS) that depicts the restricted area is provided in Exhibit "B".

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

a. The area of soil contamination as located on the Restricted Property shall be permanently covered and maintained with an impermeable material that limits the potential for human exposure and water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. COM_322202 dated August 2014 prepared by Environmental Consulting & Technology, Inc., has been approved by the Department. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the integrity of the Engineering Control. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department. The ECMP, as amended, relating to FDEP Facility No. COM_322202, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

b. Excavation and construction beneath the impermeable material is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to GRANTOR. Access to the Restricted Property is granted by an access easement recorded contemporaneously with this Declaration and attached as Exhibit "C".

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

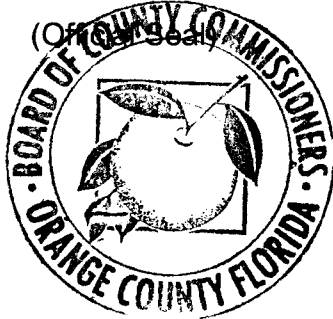
7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property.

"This space is intentionally left blank."

IN WITNESS WHEREOF, The said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.



GRANTOR
ORANGE COUNTY, a charter county and
political subdivision of the state of Florida
By Board of County Commissioners

By: *Ajit Lalchandani*
Teresa Jacobs,
Orange County Mayor

ATTEST: Martha O. Haynie,
County Comptroller, Clerk to the Board

By: *Jessica Moore*
for Deputy Clerk
Jessica Moore
Printed Name

Signed, sealed and delivered in the presence of:

Witness: *Craig A. Stopyra*

Date: FEB 10 2015

Print Name: *Craig A. stopyra*

Witness: *Noelia Perez*

Date: FEB 10 2015

Print Name: *Noelia Perez*

STATE OF *Florida*

COUNTY OF *Orange*

The foregoing instrument was acknowledged before me this 10th day of Feb.,
2015, by Ajit Lalchandani as a representative for the Orange County
Board of County Commissioners.

Personally Known OR Produced Identification _____
Type of Identification Produced _____



KATHERINE A. HEARD
MY COMMISSION # FF 041553
EXPIRES: November 14, 2017
Bonded Thru Budget Notary Services

Katherine A. Heard
Signature of Notary Public

*

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

Approved as to form by:

Toni Sturtevant

Toni Sturtevant, Asst. General Counsel
Florida Department of Environmental Protection
Office of General Counsel

Jeff Prather

JEFF PRATHER
Director of District Management

Dept. of Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

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

P. Ammon

Witness Signature

P. Ammon

Printed Name

2-26-2015

Date

Robert Sussko

Witness Signature

Robert Sussko

Printed Name

2-26-2015

Date

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of February, 2015, by JEFF PRATHER, who is personally known to me.

Dawn M. Festa

Notary Public, State of Florida at Large

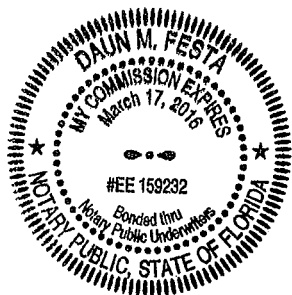


EXHIBIT "A"

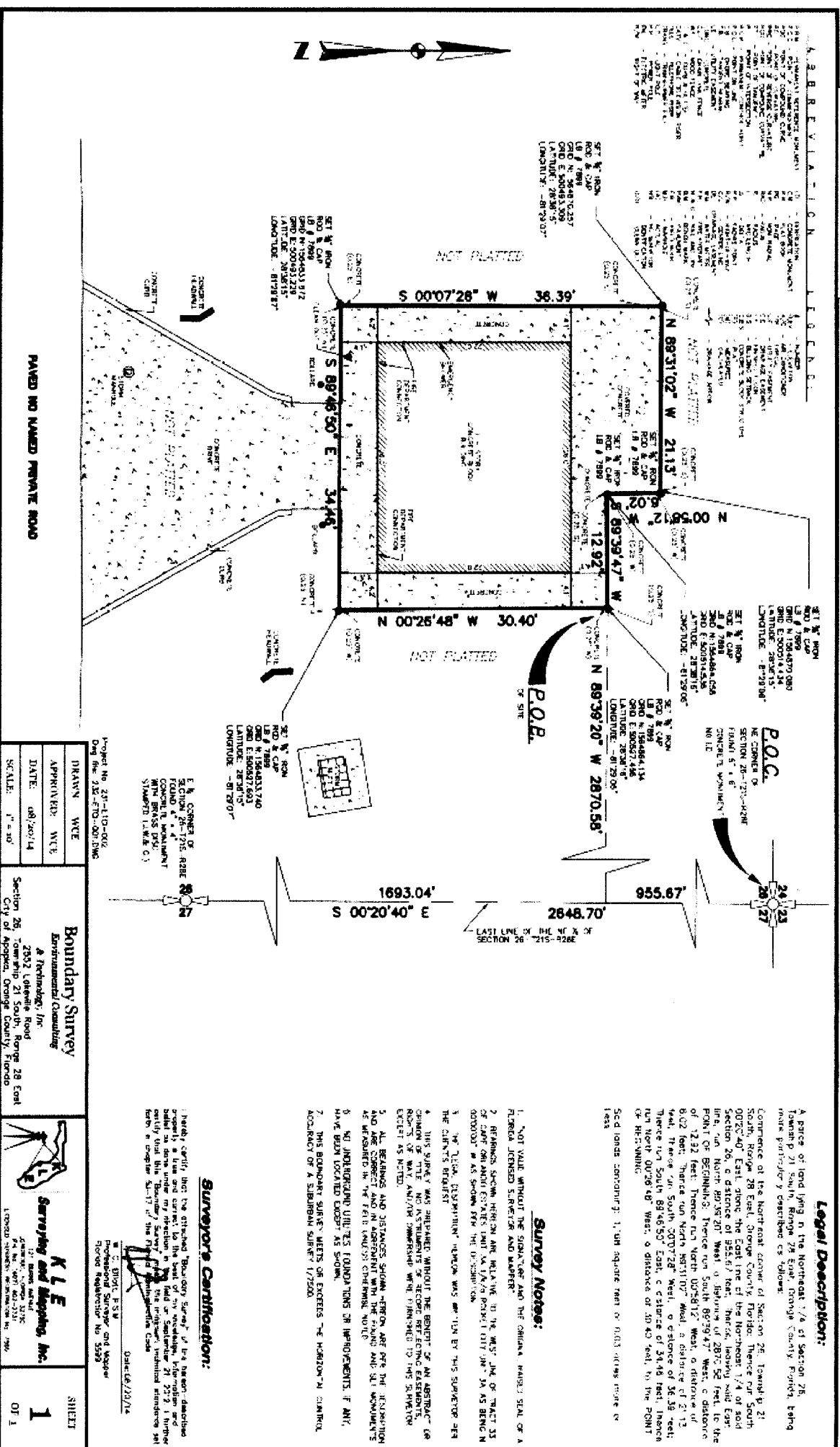
Legal Description:

For WRWSF DRC

A parcel of land lying in the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 26, Township 21 South, Range 28 East, Orange County, Florida; Thence run South 00°20'40" East, along the East line of the Northeast 1/4 of said Section 26, a distance of 955.67 feet; Thence, leaving said East line, run North 89°39'20" West, a distance of 2870.58 feet, to the POINT OF BEGINNING; Thence run South 89°39'47" West, a distance of 12.92 feet; Thence run North 00°58'12" West, a distance of 6.02 feet; Thence run North 89°31'02" West, a distance of 21.13 feet; Thence run South 00°07'28" West, a distance of 36.39 feet; Thence run North 89°46'50" West, a distance of 34.46 feet, Thence run North 00°26'48" West, a distance of 30.40 feet, to the POINT OF BEGINNING.

Said lands containing: 1,168 square feet or 0.03 acres more or Less.



Legal Description:

A parcel of land lying in the Northeast 1/4 of Section 26, Township 21 South, Range 24 East, Orange County, Florida, being more particularly described as follows:

Corner of the Northeast corner of Section 26, Township 21 South, Range 24 East, Orange County, Florida, bearing 00°27'40" East, distance of 355.67 feet, thence southerly 1/4 of said Section 26, a distance of 855.67 feet, thence southerly 1/4 of said line, run North 89°39'20" West, a distance of 2870.56 feet, to the POINT OF BEGINNING; thence run South 89°39'47" West, a distance of 12.92 feet; thence run North 00°07'28" West, a distance of 36.39 feet; thence run South 00°20'40" East, a distance of 34.48 feet; thence run North 00°26'48" West, a distance of 30.40 feet, to the POINT OF BEGINNING.

Said lands containing 1.1141 square feet or 0.03 acres more or less.

Survey Notes:

1. NOT MADE WITHOUT THE SIGNATURE AND THE ORIGINAL MAILED SEAL OF A REGISTERED SURVEYOR AND MONUMENT.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE MERIDIAN OF TRACT 33 OF SAID ORANGE COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF SAID TRACT 33 AS SHOWN IN THE PUBLIC CITY MAP OF SAID COUNTY.
3. THE "TIE" DIMENSIONED NETWORK WAS SET BY THE SURVEYOR AND THE CLIENT'S ENGINEER.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR RECORD OF ANY PREVIOUS SURVEY OR RECORD REFLECTING EASEMENTS, EXCEPT AS NOTED.
5. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE FOR THE RECONSTRUCTION AND RELOCATION OF THE EXISTING MONUMENTS AND SET MONUMENTS AS MEASURED BY THE FIELD INSTRUMENTS AND SET MONUMENTS.
6. NO UNDERGROUND UTILITIES FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
7. THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE HIGHEST ACCURACY OF A SUBURBAN SURVEY 1/2500.

Surveyor's Certification:

I hereby certify that the attached "Boundary Survey" of the above-described property is true and correct, to the best of my knowledge, information and belief, as shown under my observation and field or office work, and that I have verified that this "Boundary Survey" is a true and correct reproduction of the original "Survey" of the above-described property.

K L E
Professional Surveyor and Mapper
Florida Registration No. 5593
Date: 6/20/14

DRAWN	WCE
APPROVED	WCE
DATE	08/20/14
SCALE	1" = 30'

Project No. 23-110-012
Dwg. No. 232-PTD-001.DWG

Boundary Survey
A Technical, Inc.
2532 Loblolly Road
Section 26, Township 21 South, Range 24 East
City of Apopka, Orange County, Florida

K L E
Surveying and Mapping, Inc.
121 East Main Street
P.O. Box 1000
Apopka, Florida 32703
Phone: 407-885-2331
Fax: 407-885-2331
E-mail: klee@klee.com
Florida Registration No. 2869

SHEET **1** OF 1

"EXHIBIT C"

Prepared by:
Orange County Risk Management
109 E Church Street
Orlando, Florida 32801

Project: Western Regional Water Supply Facility

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, and its successors and assigns, whose mailing address is P. O. Box 1393, Orlando, FL 32802-1393 (hereinafter referred to as "GRANTOR"), and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and its successors and assigns (hereinafter referred to as "DEPARTMENT").

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property (hereinafter "Easement Parcel") located in Orange County, Florida, as more particularly described in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, on even date herewith, the DEPARTMENT and GRANTOR have entered into that certain Declaration of Restrictive Covenant, encumbering certain property (the "Restricted Area") as more particularly described therein (the "Restrictive Covenant"); and

WHEREAS, the DEPARTMENT desires to use the Easement Parcel in order to gain access to the Restricted Area for the purpose of inspecting, viewing and monitoring the Restricted Area and GRANTOR's compliance with the obligations set forth in the Restrictive Covenant related to the Restricted Area; and

WHEREAS, the DEPARTMENT's actions on the Restricted Area are taken in an attempt to ensure compliance with the requirements contained in the Restrictive Covenant encumbering the Restricted Area; and

WHEREAS, GRANTOR desires to grant to DEPARTMENT an easement for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANTOR hereby grants to DEPARTMENT, its legal successors and assigns, a non-exclusive easement for ingress and egress in and upon the Easement Parcel for the purposes described above (hereinafter, the "Easement").

2. The terms of the Easement shall commence upon the date of full execution of this Easement and shall continue in perpetuity; provided, however, this Easement shall terminate and be of no further force and effect upon the termination of the Restrictive Covenant by the DEPARTMENT.
3. GRANTOR agrees that DEPARTMENT and its employees, contractors, and agents shall have ingress and egress to and from the Restricted Area over and across the Easement Parcel to affect the purposes of this Easement.
4. In order to ensure the perpetual nature of this Easement, the GRANTOR and its successors and assigns shall reference this Easement in any subsequent deed of conveyance, including the recording information for this Easement.
5. GRANTOR hereby represents and warrants that GRANTOR has fee title in the Easement Parcel; and GRANTOR represents and warrants that it has the power and authority to grant this Easement. With respect to its use of the Easement Parcel, DEPARTMENT shall be responsible for injury or damage to persons or property for which it is found legally liable.
6. GRANTOR reserves the right to use or authorize others to use the Easement Parcel in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that GRANTOR shall not disturb or block access in any way without prior approval from the DEPARTMENT.
7. In the event DEPARTMENT determines that the Easement Parcel is no longer needed for the purposes set forth herein, DEPARTMENT may terminate this Easement by notifying GRANTOR, in writing, at least sixty (60) days prior to the date of such termination. In such event, DEPARTMENT agrees to execute an instrument in recordable form, releasing this Easement.
8. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their legal representatives, successors and assigns.
9. This Easement does not impact or modify any other legal authority the DEPARTMENT may have to inspect the Easement Parcel or Restricted Area for regulatory purposes pursuant to Chapters 376 and 403, Florida Statutes.
10. GRANTOR shall maintain the Easement Parcel so that a standard sized two-wheeled drive motor vehicle can traverse the Easement Parcel.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement to be executed as of the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

GRANTOR

(Official Seal)

ORANGE COUNTY, a charter county and political subdivision of the state of Florida
By Board of County Commissioners

BY: NOT FOR EXECUTION

Teresa Jacobs,
Orange County Mayor

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: _____
Deputy Clerk

Printed Name

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as representative for Orange County
("GRANTOR").

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Signature of Notary Public

Notary Public
Commission No. _____
Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this ____ day of _____, 20__.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOT FOR EXECUTION

Jeff Prather, Director
Central District Office
3319 Maguire Blvd, Suite 232,
Orlando, Florida 32803

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Signature of Notary Public

Notary Public
Commission No. _____
Commission Expires: _____

Legal Description:

A parcel of land lying in the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 28, Township 21 South, Range 28 East, Orange County, Florida, Thence run South 00°20'40" East, along the East line of the Northeast 1/4 of said Section 26, a distance of 754.44 feet, Thence, leaving said East line, run North 89°59'20" West, a distance of 1374.46 feet, to the point on the West right-of-way line of Lakewille Road, also being the POINT OF BEGINNING. Thence run North 00°23'26" East, along the said West right-of-way line, a distance of 25.00 feet, Thence leaving said right-of-way line, run South 99°59'46" West, a distance of 1135.33 feet, to the point of curvature of a curve concave Southeastery, having a radius of 70.00 feet, a chord bearing of South 44°59'08" West and a chord distance of 99.01 feet, thence run Southwestery along the arc of said curve through a central angle of 90°01'16" for an arc distance of 109.98 feet, to the point of tangency. Thence run South 00°01'30" East, a distance of 159.00 feet, to the point of curvature of a curve concave Northeastery, having a radius of 45.00 feet, a chord bearing of South 44°59'44" West and a chord distance of 63.66 feet, thence run Southwestery along the arc of said curve through a central angle of 90°02'29" for an arc distance of 70.72 feet, to the point of tangency. Thence run North 89°59'02" West, a distance of 246.71 feet, Thence run North 29°11'59" West, a distance of 22.54 feet, Thence run North 00°01'58" East, a distance of 6.82 feet, Thence run North 89°59'02" West, a distance of 13.00 feet, Thence run South 00°00'58" West, a distance of 5.01 feet, Thence run South 29°56'51" West, a distance of 25.25 feet, Thence run South 00°06'10" East, a distance of 23.59 feet, Thence run South 89°59'02" East, a distance of 263.35 feet, to the point of curvature of a curve concave Northeastery, having a radius of 70.00 feet, a chord bearing of North 44°59'44" East and a chord distance of 99.03 feet, thence run Northeastery along the arc of said curve through a central angle of 90°02'29" for an arc distance of 110.01 feet, to the point of tangency. Thence run North 00°01'30" West, a distance of 159.00 feet, to the point of curvature of a curve concave Southeastery, having a radius of 45.00 feet, a chord bearing of North 44°59'08" East and a chord distance of 63.65 feet, thence run Northeastery along the arc of said curve through a central angle of 90°01'16" for an arc distance of 70.70 feet, to the point of tangency. Thence run North 89°59'46" East, a distance of 1135.16 feet, to the POINT OF BEGINNING.

Said lands containing: 44,530 square feet or 1.02 acres more or less.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32																																							
100	PERMANENT REFERENCE MONUMENT	101	IRON PIPE	102	CONCRETE MONUMENT	103	WOOD MONUMENT	104	IRON PIPE	105	CONCRETE MONUMENT	106	WOOD MONUMENT	107	IRON PIPE	108	CONCRETE MONUMENT	109	WOOD MONUMENT	110	IRON PIPE	111	CONCRETE MONUMENT	112	WOOD MONUMENT	113	IRON PIPE	114	CONCRETE MONUMENT	115	WOOD MONUMENT	116	IRON PIPE	117	CONCRETE MONUMENT	118	WOOD MONUMENT	119	IRON PIPE	120	CONCRETE MONUMENT
121	POINT OF BEGINNING	122	POINT OF BEGINNING	123	POINT OF BEGINNING	124	POINT OF BEGINNING	125	POINT OF BEGINNING	126	POINT OF BEGINNING	127	POINT OF BEGINNING	128	POINT OF BEGINNING	129	POINT OF BEGINNING	130	POINT OF BEGINNING	131	POINT OF BEGINNING	132	POINT OF BEGINNING	133	POINT OF BEGINNING	134	POINT OF BEGINNING	135	POINT OF BEGINNING	136	POINT OF BEGINNING	137	POINT OF BEGINNING	138	POINT OF BEGINNING	139	POINT OF BEGINNING	140	POINT OF BEGINNING		
141	POINT OF BEGINNING	142	POINT OF BEGINNING	143	POINT OF BEGINNING	144	POINT OF BEGINNING	145	POINT OF BEGINNING	146	POINT OF BEGINNING	147	POINT OF BEGINNING	148	POINT OF BEGINNING	149	POINT OF BEGINNING	150	POINT OF BEGINNING	151	POINT OF BEGINNING	152	POINT OF BEGINNING	153	POINT OF BEGINNING	154	POINT OF BEGINNING	155	POINT OF BEGINNING	156	POINT OF BEGINNING	157	POINT OF BEGINNING	158	POINT OF BEGINNING	159	POINT OF BEGINNING	160	POINT OF BEGINNING		



Survey Notes:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF TRACT 33 OF CAPE ORLANDO ESTATES UNIT 3A (A/L) ROCKET CITY UNIT 3A AS BEING IN 00°00'00" W AS SHOWN PER THE DESCRIPTION.
3. THE "LEGAL DESCRIPTION" HEREON WAS WRITTEN BY THIS SURVEYOR PER THE CLIENT'S REQUEST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE PER THE DESCRIPTION AND ARE CORRECT AND IN AGREEMENT WITH THE FOUND AND SET MONUMENTS AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
6. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
7. THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE HORIZONTAL CONTROL ACCURACY OF A SUBURBAN SURVEY 1/7500.

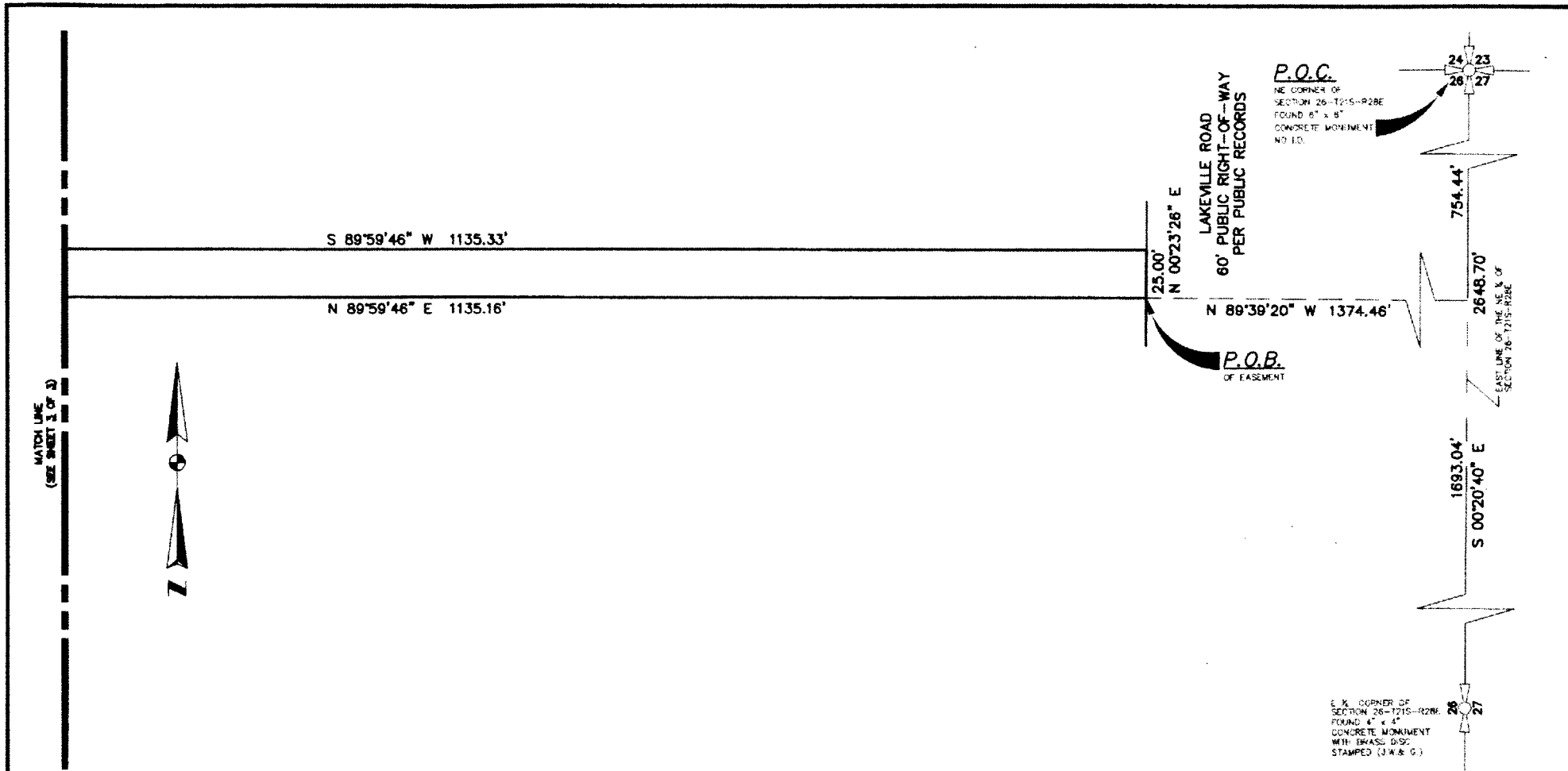
Surveyor's Certification:

I hereby certify that the attached "Boundary Survey" of the herein-described property is true and correct to the best of my knowledge, information and belief as done under my direction in the field of Section 26, Township 21 South, Range 28 East, Orange County, Florida, and I further certify that this "Boundary Survey" meets or exceeds the minimum technical standards set forth in chapter 9A-17 of the Florida Administrative Code.

[Signature]
Date: 08/20/14
W. C. Ebbett, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 2599

Project No. 23-ETC-002
Dwg. No. 232-ETC-001.DWG

DRAWN: WCE APPROVED: WCE DATE: 08/20/14 SCALE: N/A	Boundary Survey Environmental Consulting & Technology, Inc. 2552 Lakewille Road Section 26, Township 21 South, Range 28 East City of Apopka, Orange County, Florida	KLE Surveying and Mapping, Inc. 111 BUNGAR ROAD LINDSBORO, FLORIDA 32050 PH: 407.493.4932 FAX: 407.493.4933 LICENSED BUSINESS REGISTRATION NO. 2599	SHEET 1 OF 3
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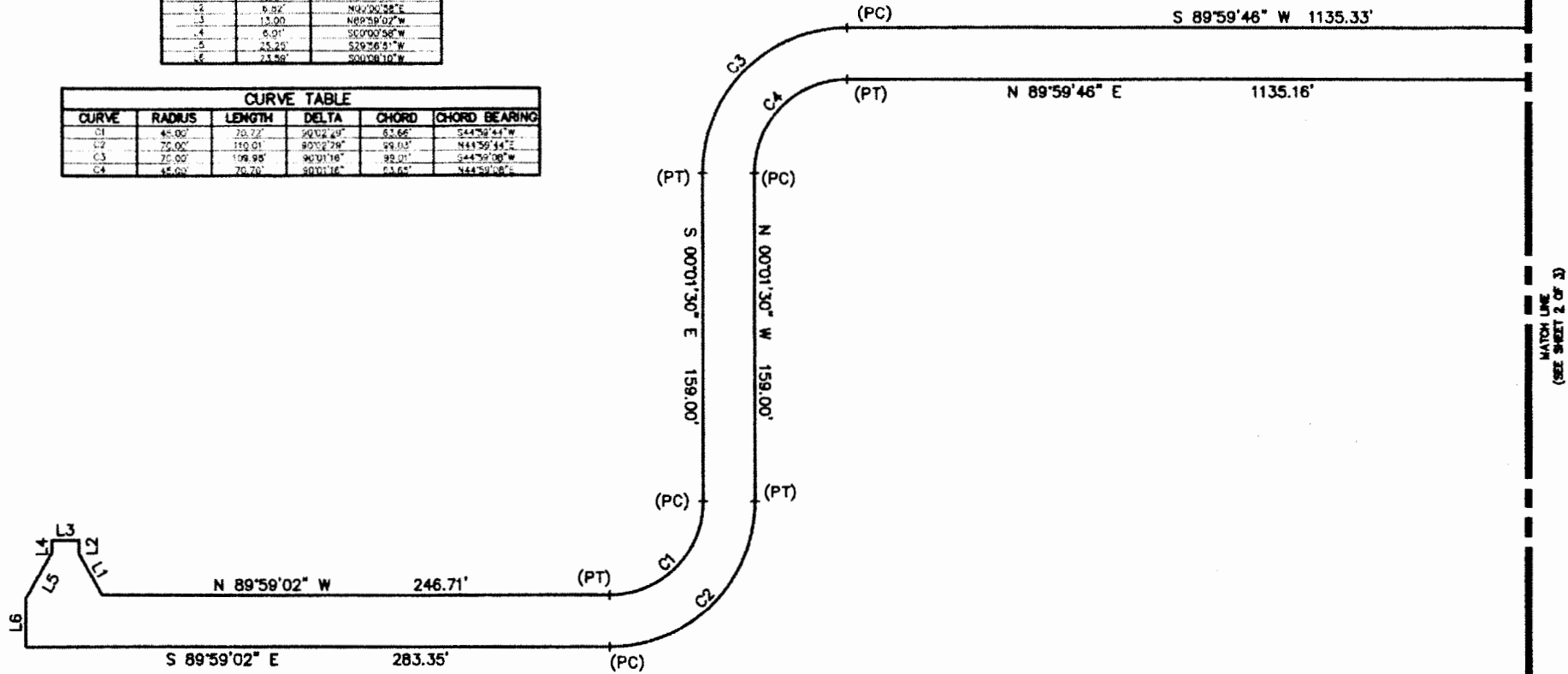


Project No. 23-ETCI-002
Dwg. No. 232-ETCI-001.DWG

DRAWN: WCE	Boundary Survey <i>Environmental Consulting & Technology, Inc.</i> 2552 Lakeville Road Section 26, Township 21 South, Range 28 East City of Apopka, Orange County, Florida		KLE <i>Surveying and Mapping, Inc.</i> <small>1310 S.W. 44th Avenue Longwood, Florida 32750 P.O. Box 14073, 407-2333 LICENSED BUSINESS REGISTRATION NO. 1296</small>	SHEET
APPROVED: WCE				2
DATE: 08/20/14				OF 2
SCALE: 1" = 50'				

LINE TABLE		
LINE	LENGTH	BEARING
L1	27.54'	N22°11'59" W
L2	9.95'	N0°00'58" E
L3	13.00'	N89°59'02" W
L4	6.01'	S0°00'58" W
L5	25.22'	S29°56'51" W
L6	21.58'	S00°08'10" W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	45.00'	73.22'	90°02'49"	52.66'	S44°59'44" W
C2	75.00'	119.01'	90°02'29"	88.03'	N44°59'34" E
C3	75.00'	109.95'	90°01'16"	82.01'	S44°59'08" W
C4	45.00'	70.70'	90°01'16"	53.65'	N44°59'08" E



MATCH LINE
(SEE SHEET 2 OF 3)

Project No. 231-ETG-002
Dwg File: 232-ETG-001.DWG

DRAWN:	WCE
APPROVED:	WCE
DATE:	08/26/14
SCALE:	1" = 50'

Boundary Survey
Environmental Consulting
& Technology, Inc.
2552 Lakeville Road
Section 26, Township 21 South, Range 28 East
City of Apopka, Orange County, Florida



KLE
Surveying and Mapping, Inc.
12100 BURN AVENUE
ORLANDO, FLORIDA 32835
PH. NO. (407) 402-2331
FLORIDA BUSINESS REGISTRATION NO. 7095

SHEET
3
OF 3