



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: Feb. 16, 2016

REAL ESTATE MANAGEMENT ITEM 3

DATE: January 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT
BETWEEN KB HOME ORLANDO LLC AND ORANGE COUNTY
AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Hardman Property/Ward Road Project Site CAI-13-12-037

District 4

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

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 5.89 acres

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

REMARKS:

Conservation Area Impact Permit No. CAI-13-12-037 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.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

FEB 16 2016

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: Hardman Property/Ward Road Project Site CAI-13-12-037

Parcel ID No.

a portion of: 33-24-30-0000-00-009
33-24-30-0000-00-010
33-24-30-0000-00-034
33-24-30-0000-00-044

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 22nd day of January,
2015 by KB Home Orlando LLC, a Delaware limited liability company, whose address is 9102
Southpark Center Loop, Suite 100, Orlando, Florida 32819 ("GRANTOR"), in favor of
ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose
address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH:

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

WHEREAS, GRANTOR desires to construct Creekstone 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-13-12-037 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

WHEREAS, the PERMIT requires that GRANTOR preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity.

NOW, THEREFORE, in consideration TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes (2015), 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 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 any portion of the PROJECT SITE, all platted lots shown on any such plat shall be deemed released from the ACCESS EASEMENT, provided that GRANTEE retains access for the purposes stated herein to the CONSERVATION EASEMENT by a platted access easement or public road.

(b) CONSERVATION EASEMENT. To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with 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. 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.

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Miraida Lare

Witness

Miraida Lare

Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 1/22/2016 by Dan Edwards as Director of Land Acq. of KB Home Orlando LLC, a Delaware limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

(Notary Seal)



KB Home Orlando LLC,
a Delaware limited liability company

BY: [Signature]

Printed Name

Title

Daniel Edwards

Director Land Acq/Planning

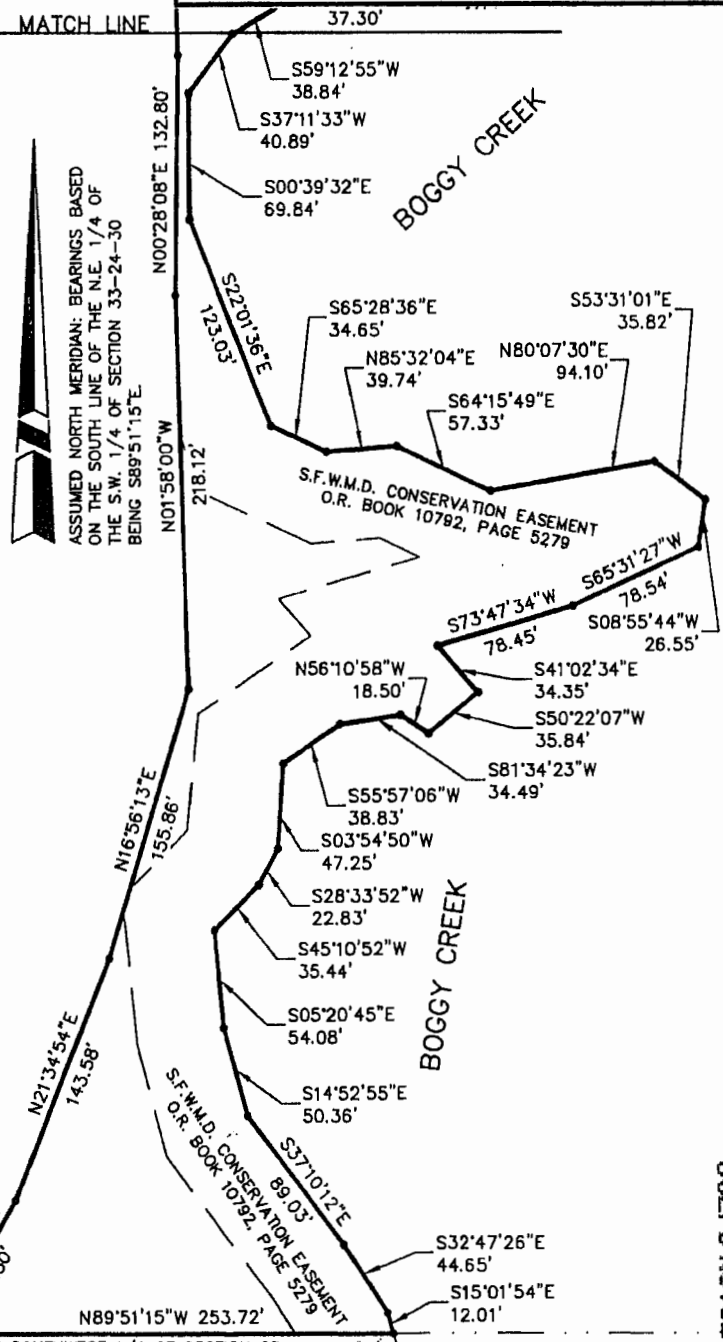
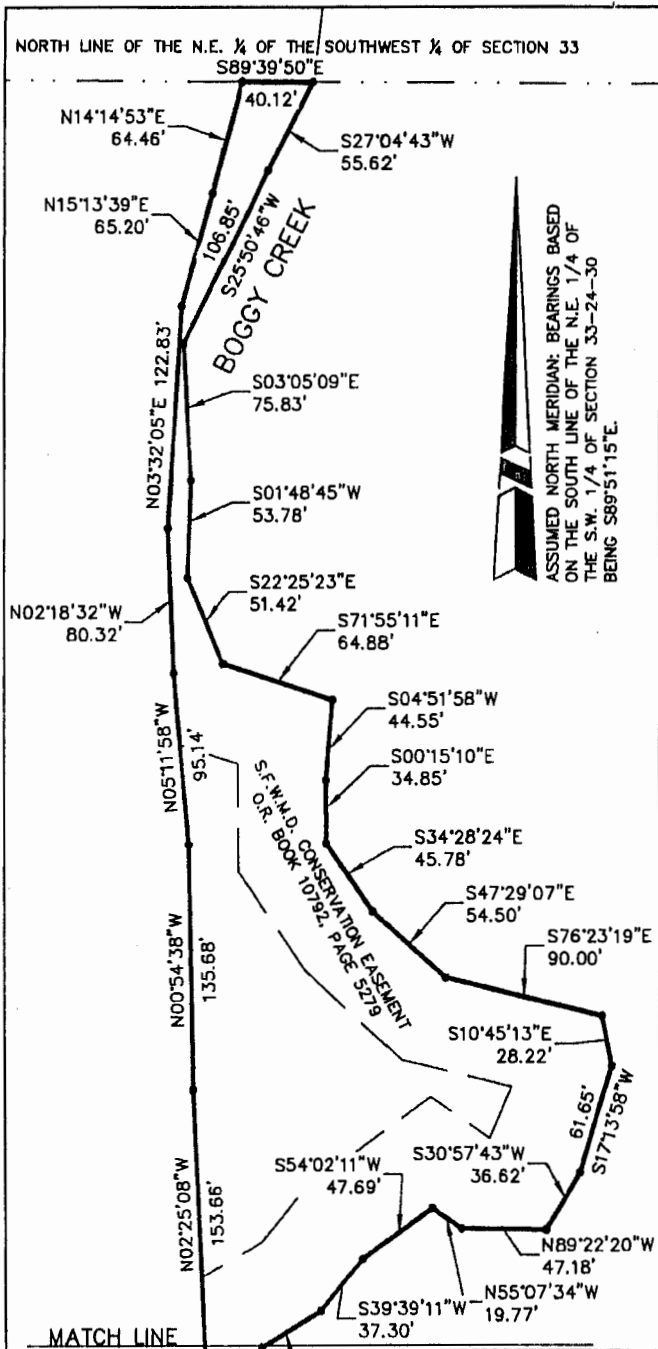
Notary Signature

Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires: 8/4/19

EXHIBIT A



WARD ROAD

POINT OF COMMENCEMENT
S.W. CORNER OF THE N.E.
1/4 OF THE S.W. 1/4 OF
SECTION 33-24-30

POINT OF BEGINNING

SOUTH LINE OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 33

LOT 4 BOGGY CREEK OAKS PLAT BOOK 16 - PAGE 92

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION

NOTE: THIS IS NOT A SURVEY.

Carol Castleberry
Carol Castleberry, P.E. 4226 Date Signed 06/02/14



400 WEST EMMETT STREET KISSIMMEE, FLORIDA 34744
PHONE: (407) 847-9433 FAX: (407) 847-2499
ENGINEERING, SURVEYING AND PLANNING



Hanson, Walter & Associates, Inc.

**SKETCH OF DESCRIPTION
CONSERVATION EASEMENT**

DATE 06/02/14 SHEET 1 OF 2

DCEPD 10092015PH1:442

DESCRIPTION

A Conservation Easement lying in Section 33, Township 24 South, Range 30 East, Orange County, Florida and being more particularly described as follows:

Commence at the southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 33, thence run S89°51'15"E, along the south line of said Northeast 1/4 of the Southwest 1/4, a distance of 676.56 feet to the POINT OF BEGINNING; thence run N30°05'36"E, a distance of 84.50 feet; thence run N21°34'54"E, a distance of 143.58 feet; thence run thence run N16°56'13"E, a distance of 155.86 feet; thence run N01°58'00"W, a distance of 218.12 feet; thence run N00°28'08"E, a distance of 132.80 feet; thence run N02°25'08"W, a distance of 153.66 feet; thence run N00°54'38"W, a distance of 135.68 feet; thence run N05°11'58"W, a distance of 95.14 feet; thence run N02°18'32"W, a distance of 80.32 feet; thence run N03°32'05"E, a distance of 122.83 feet; thence run N15°13'39"E, a distance of 65.20 feet; thence run N14°14'53"E, a distance of 64.46 feet to a point on the north line of the aforesaid Northeast 1/4 of the Southwest 1/4 of Section 33; thence run S89°39'50"E, along said north line, a distance of 40.12 feet to a point on the west bank of Boggy Creek; thence along said west bank of Boggy Creek the following forty-three (43) courses: (1) S27°04'43"W, a distance of 55.62 feet; (2) S25°50'46"W, a distance of 106.85 feet; (3) S03°05'09"E, a distance of 75.83 feet; (4) S01°48'45"W, a distance of 53.78 feet; (5) S22°25'23"E, a distance of 51.42 feet; (6) S71°55'11"E, a distance of 64.88 feet; (7) S04°51'58"W, a distance of 44.55 feet; (8) S00°15'10"E, a distance of 34.85 feet; (9) S34°28'24"E, a distance of 45.78 feet; (10) S47°29'07"E, a distance of 54.50 feet; (11) S76°23'19"E, a distance of 90.00 feet; (12) S10°45'13"E, a distance of 28.22 feet; (13) S17°13'58"W, a distance of 61.65 feet; (14) S30°57'43"W, a distance of 36.62 feet; (15) N89°22'20"W, a distance of 47.18 feet; (16) N55°07'34"W, a distance of 19.77 feet; (17) S54°02'11"W, a distance of 47.69 feet; (18) S39°39'11"W, a distance of 37.30 feet; (19) S59°12'55"W, a distance of 38.84 feet; (20) S37°11'33"W, a distance of 40.89 feet; (21) S00°39'32"E, a distance of 69.84 feet; (22) S22°01'36"E, a distance of 123.03 feet; (23) S65°28'36"E, a distance of 34.65 feet; (24) N85°32'04"E, a distance of 39.74 feet; (25) S64°15'49"E, a distance of 57.33 feet; (26) N80°07'30"E, a distance of 94.10 feet; (27) S53°31'01"E, a distance of 35.82 feet; (28) S08°55'44"W, a distance of 26.55 feet; (29) S65°31'27"W, a distance of 78.54 feet; (30) S73°47'34"W, a distance of 78.45 feet; (31) S41°02'34"E, a distance of 34.35 feet; (32) S50°22'07"W, a distance of 35.84 feet; (33) N56°10'58"W, a distance of 18.50 feet; (34) S81°34'23"W, a distance of 34.49 feet; (35) S55°57'06"W, a distance of 38.83 feet; (36) S03°54'50"W, a distance of 47.25 feet; (37) S28°33'52"W, a distance of 22.83 feet; (38) S45°10'52"W, a distance of 35.44 feet; (39) S05°20'45"E, a distance of 54.08 feet; (40) S14°52'55"E, a distance of 50.36 feet; (41) S37°10'12"E, a distance of 89.03 feet; (42) S32°47'26"E, a distance of 44.65 feet; (43) S15°01'54"E, a distance of 12.01 feet to a point on the aforesaid south line of Northeast 1/4 of the Southwest 1/4 of Section 33; thence run N89°51'15"W, along said south line, a distance of 253.72 feet to the POINT OF BEGINNING.

Containing 3.02 acres, more or less.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR SKETCH

NOTE: THIS IS NOT A SURVEY.

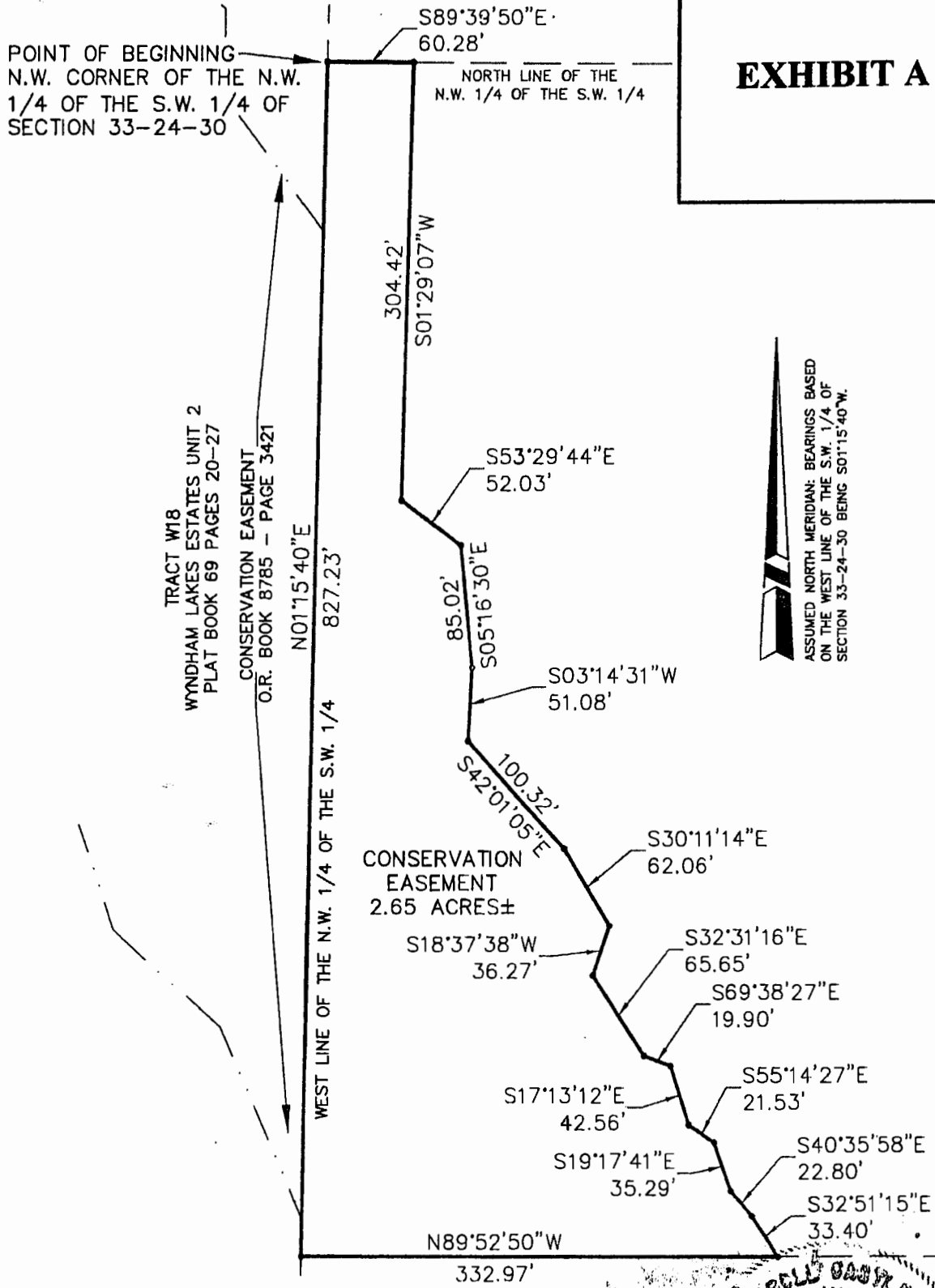
Carol Castleberry
Carol Castleberry, P.L.S. # 4226 Date Signed 11/05/15

400 WEST EMMETT STREET KISSIMMEE, FLORIDA 34744
PHONE: (407) 847-9433 FAX: (407) 847-2499
ENGINEERING, SURVEYING AND PLANNING
HWA
Hanson, Walter & Associates, Inc.

SKETCH OF DESCRIPTION
CONSERVATION EASEMENT
DATE 06/02/14 SHEET 2 OF 2

ICEPFD 00092015P41:442

EXHIBIT A



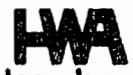
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION

NOTE: THIS IS NOT A SURVEY.

Carol Castleberry
 Carol Castleberry, P.L.S. #14226
 Date Signed 05/15



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Hanson, Walter & Associates, Inc.



SKETCH OF DESCRIPTION

CONSERVATION EASEMENT

DATE 05/29/14 SHEET 1 OF 2

CEPD N052015PM1:432

DESCRIPTION:

Beginning at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 24 South, Range 30 East, Orange County, Florida; thence run S89°39'50"E, along the north line of the said Northwest 1/4 of the Southwest 1/4, a distance of 60.28 feet; thence run S01°29'07"W, a distance of 304.42 feet; thence run S53°29'44"E, a distance of 52.03 feet; thence run S05°16'30"E, a distance of 85.02 feet; thence run S03°14'31"W, a distance of 51.08 feet; thence run S42°01'05"E, a distance of 100.32 feet; thence run S30°11'14"E, a distance of 62.06 feet; thence run S18°37'38"W, a distance of 36.27 feet; thence run S32°31'16"E, a distance of 65.65 feet; thence run S69°38'27"E, a distance of 19.90 feet; thence run S17°13'12"E, a distance of 42.56 feet; thence run S55°14'27"E, a distance of 21.53 feet; thence run S19°17'41"E, a distance of 35.29 feet; thence run S40°35'58"E, a distance of 22.80 feet; thence run S32°51'15"E, a distance of 33.40 feet; thence run N89°52'50"W, a distance of 332.97 feet to a point on the west line of aforesaid Northwest 1/4 of the Southwest 1/4; thence run N01°15'40"E, along said west line, a distance of 827.23 feet to the POINT OF BEGINNING.

Containing 2.65 acres, more or less.

0CEPD NOV92015PM1:44Z

SHEET 1 OF 2
SEE SHEET 1 OF 2 FOR SKETCH

NOTE: THIS IS NOT A SURVEY.


Carol Castleberry, P.L.S., No. 4226 Date Signed 11/05/15



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HWA
Hanson, Walter & Associates, Inc.

SKETCH OF DESCRIPTION

CONSERVATION EASEMENT

DATE 05/29/14 SHEET 2 OF 2

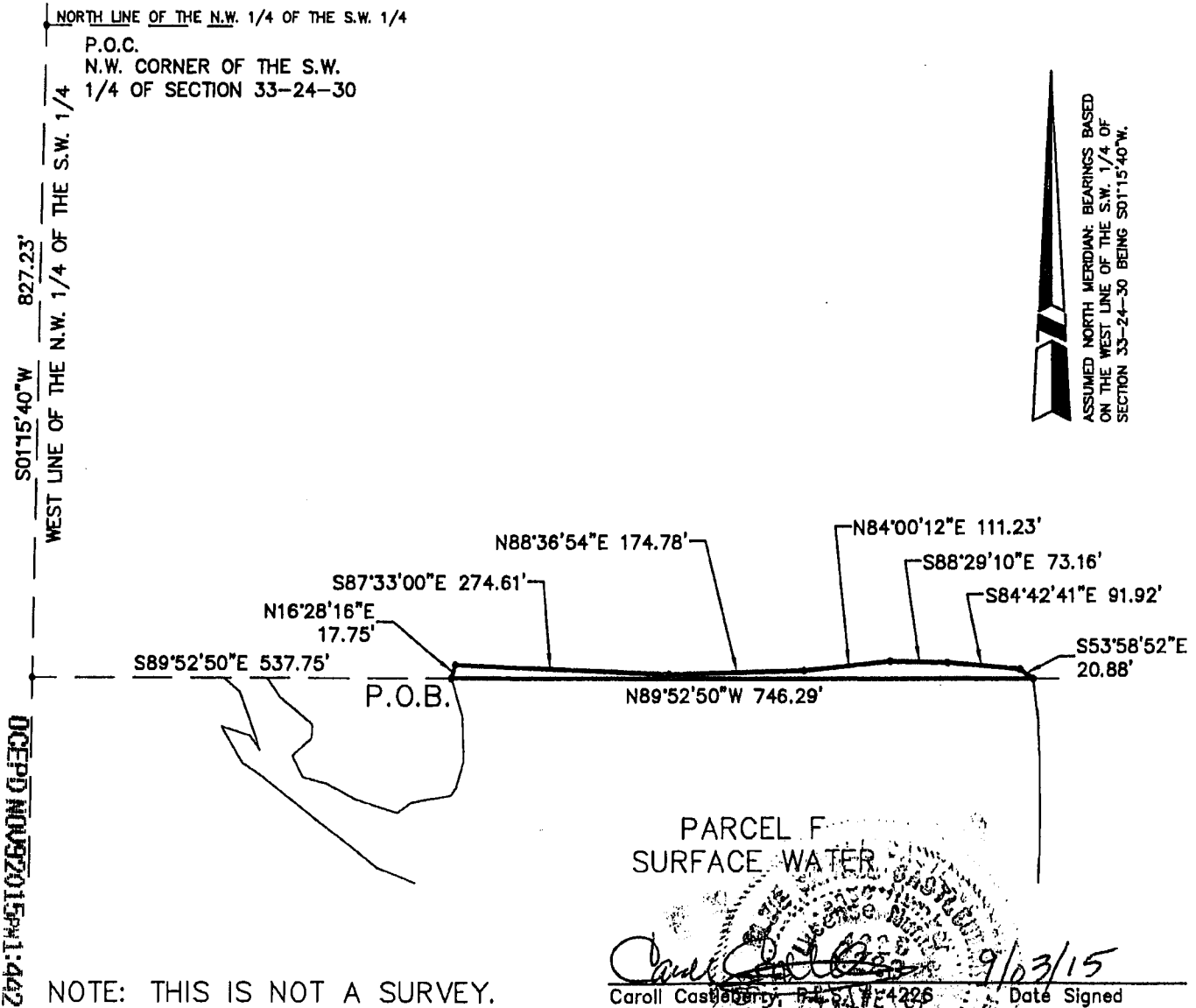
DESCRIPTION

EXHIBIT A

A portion of Section 33, Township 24 South, Range 30 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of said Section 33; thence run S01°15'40"W, along the west line of said Southwest 1/4, a distance of 827.23 feet; thence run S89°52'50"E, a distance of 537.75 feet to the POINT OF BEGINNING; thence run N16°28'16"E, a distance of 17.75 feet; thence run S87°33'00"E, a distance of 274.61 feet; thence run S88°36'54"E, a distance of 174.78 feet; thence run N84°00'12"E, a distance of 111.23 feet; thence run S88°29'10"E, a distance of 73.16 feet; thence run S84°42'41"E a distance of 91.92 feet; thence run S53°58'52"E, a distance of 20.88 feet; thence run N89°52'50"W, a distance of 746.29 feet to the POINT OF BEGINNING.

Containing 0.220 Acres, more or less.



400 WEST EDMETT STREET KISSIMMEE, FLORIDA 34744
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Hanson, Walter & Associates, Inc.



SKETCH OF DESCRIPTION

WETLAND IMPACT AREA

DATE 08/13/14 SHEET 1 OF 1

EXHIBIT "B"

THE NORTHEAST ¼ OF THE SOUTHWEST ¼ LYING WEST OF BOGGY CREEK AND THE NORTH TEN ACRES OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, OF ORANGE COUNTY, FLORIDA.

ALSO

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE RUN S01°15'40"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 332.02 FEET; THENCE RUN S89°44'33"E, A DISTANCE OF 413.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°44'33"E, A DISTANCE OF 11.57 FEET; THENCE RUN S00°24'58"W, A DISTANCE OF 15.00 FEET; THENCE RUN S89°44'32"E, A DISTANCE OF 200.17 FEET; THENCE RUN S00°24'58"W, A DISTANCE OF 300.00 FEET; THENCE RUN S89°44'32"E, A DISTANCE OF 682.44 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S00°24'58"W, ALONG SAID EAST LINE, A DISTANCE OF 176.96 FEET; THENCE RUN N89°52'50"W, A DISTANCE OF 901.48 FEET; THENCE RUN N01°15'40"E, A DISTANCE OF 494.21 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN S 02°11'35" W, ALONG THE WEST LINE OF SAID SECTION 33, 345.00 FT.; THENCE RUN S 88°47'26" E, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4, 623.89 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S 88°47'26" E, PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4, 682.44 FT. TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; RUN THENCE S 01°24'35" W. ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 300.0 FT.; THENCE RUN N 88°47'26" W, PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4, 682.44 FT.; THENCE RUN N 01°24'35" E, 300.00 FT. TO THE POINT OF BEGINNING.

ALSO

The West 413.5 feet and the North 15 feet of the East 882.61 feet of the following described property:

From the West 1/4 corner of Section 33, Township 24 South, Range 30 East, run South $02^{\circ}11'35''$ West along the West boundary line of said Section 33, a distance of 330 feet to the Point of Beginning. Run thence South $88^{\circ}46'49''$ East 1296.11 feet to a point on the East boundary line of the Northwest 1/4 of the Southwest 1/4 of said Section 33, said point being 330 feet South $01^{\circ}37'45''$ West of the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence South $01^{\circ}37'45''$ West 491.96 feet, thence North $88^{\circ}54'59''$ West 1300.98 feet, to a point on the West boundary line of said Section 33; thence North $02^{\circ}11'35''$ East 495.11 feet, to the Point of Beginning. All lying and being in Orange County, Florida.

ALSO DESCRIBED AS:

A portion of the Southwest 1/4 of Section 33, Township 24 South, Range 30 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 33, thence run South $01^{\circ}15'40''$ West, along the West line of said Northwest 1/4 of the Southwest 1/4, a distance of 332.02 feet to the POINT OF BEGINNING; thence run South $89^{\circ}44'33''$ East, a distance of 413.56 feet; thence run South $01^{\circ}15'40''$ West, a distance of 494.21 feet; thence run North $89^{\circ}52'50''$ West, a distance of 413.58 feet to a point on the West line of the aforesaid Northwest 1/4 of the Southwest 1/4; thence run North $01^{\circ}15'40''$ East, along said West line, a distance of 495.21 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of the Southwest 1/4 of Section 33, Township 24 South, Range 30 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 33, thence run South $01^{\circ}15'40''$ West, along the West line of said Northwest 1/4 of the Southwest 1/4, a distance of 332.02 feet; thence run South $89^{\circ}44'33''$ East, a distance of 1307.74 feet to the POINT OF BEGINNING, said point being on the of the aforesaid Northwest 1/4 of the Southwest 1/4; thence run South $00^{\circ}24'58''$ West, along said East line, a distance of 15.00 feet; thence run South $89^{\circ}44'32''$ West, a distance of 882.61 feet; thence run North $00^{\circ}24'58''$ East, a distance of 15.00 feet; thence run South $89^{\circ}44'32''$ East, a distance of 882.61 feet to the POINT OF BEGINNING.