



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

AGENDA ITEM

BCC Mtg. Date: Feb. 16, 2016

January 25, 2016

TO: Mayor Teresa Jacobs
~~AND~~
Board of County Commissioners

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407.836.5610

SUBJECT: February 16, 2016 – Consent Item
Right-of-Way Agreement Lakeside Neighborhood
Reams Road

The Roadway Agreement Committee has reviewed a Right-of-Way Agreement ("Agreement") between Sant Commercial Building, Inc. ("Owner") and Orange County for the dedication of right-of-way for Reams Road. Within 120 days of the effective date of this Agreement, the Owner shall convey to Orange County a total of 0.43 acres of right-of-way for Reams Road by warranty deed or by plat. The value of the right-of-way in the amount of \$22,500 per acre for the 0.43 acres to be dedicated equals \$9,675. The Owner has waived the receipt of transportation impact fee credits in this amount in anticipation of a proposed Petition to vacate which is being considered by Orange County in favor of Owner who will also be providing a drainage easement over the area back to Orange County.

The Roadway Agreement Committee approved the Right-of-Way Agreement on September 16, 2015. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Right-of-Way Agreement LakeSide Neighborhood Reams Road by and between Sant Commercial Building, Inc. and Orange County for the conveyance of 0.43 acres of right-of-way for Reams Road for no transportation impact fee credits. District 1

JEH|HEGB:rep

Attachments

BCC Mtg. Date: Feb. 16, 2016

Prepared by and after recording return to:

Anil Sant
1718 Whitney Isles Drive
Windermere, FL 34786

Tax Parcel I.D. Nos.:01-24-27-0000-00-021
36-23-27-0000-00-002

RIGHT-OF-WAY AGREEMENT

LakeSide Neighborhood

Reams Road

This Right-of-way Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Sant Commercial Building, Inc. ("Owner"), a Florida corporation, whose mailing address is 1718 Whitney Isles Drive, Windermere Florida 34786, and Orange County, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A", and as more particularly described on "Exhibit B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is developing the Property as a neighborhood commercial development (the "Project"); and

WHEREAS, Owner is willing to convey to County certain portions of the Property in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Reams Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

NOW, THEREFORE, Owner and County (the "Parties") agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Conveyance of Land to County by Owner.

(a) **Conveyed Lands.** Within one hundred twenty (120) days from the Effective Date, Owner shall convey to County marketable fee title to those lands described in the legal description and sketch of description attached hereto as Exhibit "C" and incorporated by this reference (the "Conveyed Lands").

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) *Procedure.* The conveyance of the Conveyed Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs (c), (e), and (f) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) *Value of Conveyed Lands.* The value of the land to be conveyed by Owner to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time.

The Parties hereby agree that the value of the Conveyed Lands to be conveyed by Owner to County, in return for credits against transportation impact fees to be paid in the future in connection with the Project, is \$9,675.00. This total results from an agreed-upon fair market value of \$ \$22,500.00 per acre, or fraction thereof, and a total acreage of 0.43 acre(s).

(e) *Environmental Audit.* No less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 3. Waiver of Transportation Impact Fee Credits. Owner previously requested that County vacate certain right-of-way not directly affected by the conveyance of land contemplated by this Agreement, as described in the attached and incorporated Exhibit "D." In consideration of such anticipated vacation, Owner is waiving the receipt of transportation impact fee credits for the value of the Conveyed Lands. If the petition is denied by the Board of County Commissioners, the parties agree to meet in good faith to re-visit the question of impact fee credits.

Section 4. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Sant Commercial Building Inc.
1718 Whitney Isles Drive
Windermere FL 34786
Attention: Anil Sant

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or

other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 9. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 10. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 11. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) **Limitations on County's remedies.** Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or

- (ii) the right to set off, against any amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands or any other portion of the Property as County may lawfully elect.

(b) *Limitations on Owner's remedies.* Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection

with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

{Signatures appear on following pages}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*

TJ
Teresa Jacobs,
Orange County Mayor

Date: 2-16-16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Barbara Snell*
Deputy Clerk

Print: Barbara Snell

Sant Commercial Building, Inc., a Florida corporation

By: [Signature]

Print Name: Anil Sant

Title: President

Date: 10/27/15

WITNESSES:

[Signature]

Print Name: Lisa Passmore

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Anil Sant, President of Sant Commercial Building Inc., who is known by me to be the person described herein and who executed the foregoing, this 27 day of October 2015. S/he is personally known to me or has produced credentials as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of October, 2015

[Signature]

Notary Public

Print Name: Victoria Vansicklin

My Commission Expires: 10/18/16

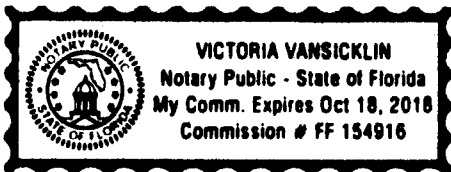
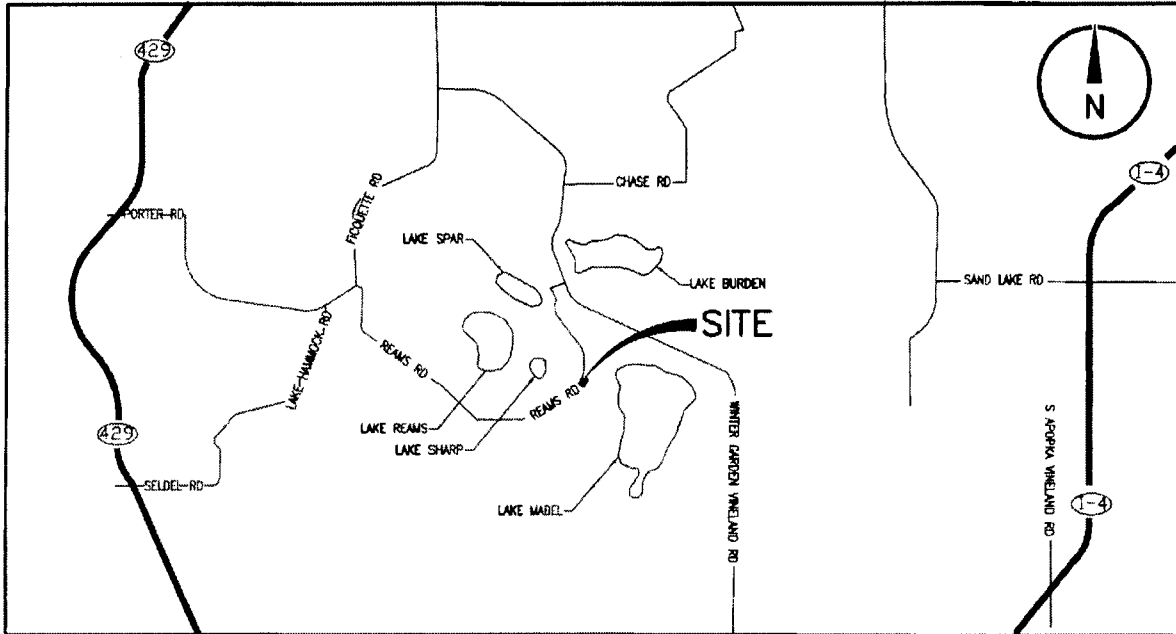
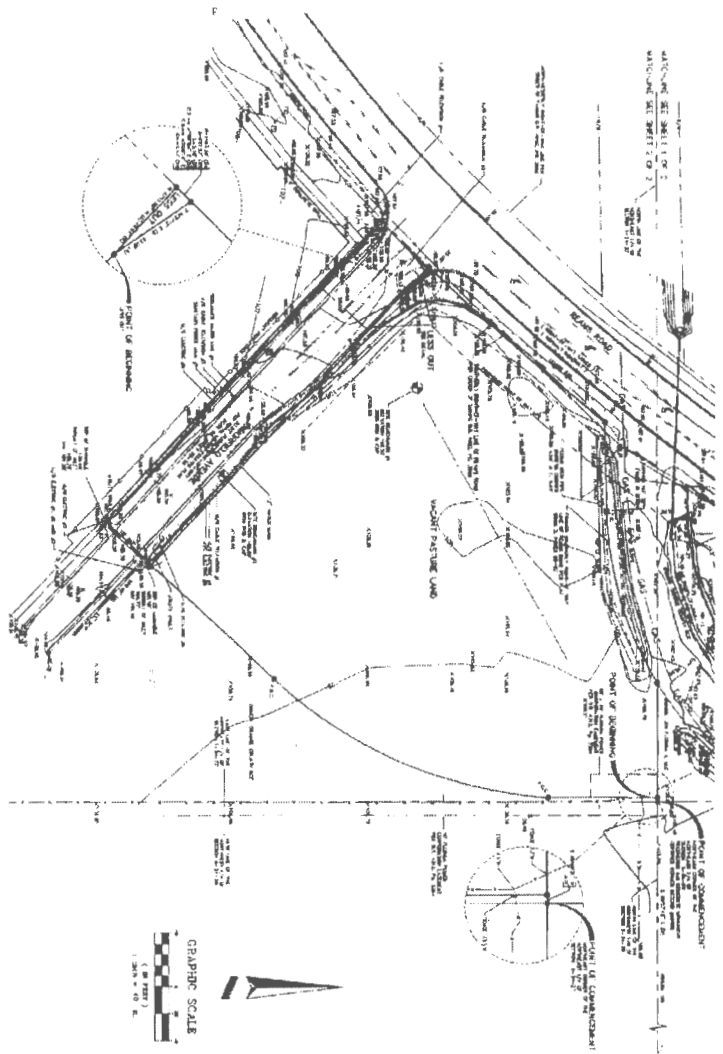


EXHIBIT A



VICINITY MAP

BOUNDARY and TOPOGRAPHIC SURVEY



LEGAL DESCRIPTION (Parcel 3) Map/Plat Reference (Plat)

Section 1 of Township 24 North, Range 27 East, County of Orange, State of Florida. The subject parcel is a portion of the parcel shown as Parcel 3 on the map/plat reference cited above. The subject parcel is a portion of the parcel shown as Parcel 3 on the map/plat reference cited above. The subject parcel is a portion of the parcel shown as Parcel 3 on the map/plat reference cited above.

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LEGEND:

| | |
|--|----------------|
| | Boundary line |
| | Easement |
| | Right of Way |
| | Area of Record |
| | Monument |
| | Marker |
| | Spot Height |
| | Datum |
| | Contour Line |
| | Stream |
| | Fence |
| | Road |
| | Utility |
| | Other Feature |

Surveyor's Notes:

The survey was conducted on the 24th day of August, 2024, in accordance with the provisions of Chapter 291, Florida Statutes, and the rules and regulations of the State Board of Professional Regulation. The survey was conducted by the undersigned, a duly licensed and qualified land surveyor for the State of Florida.

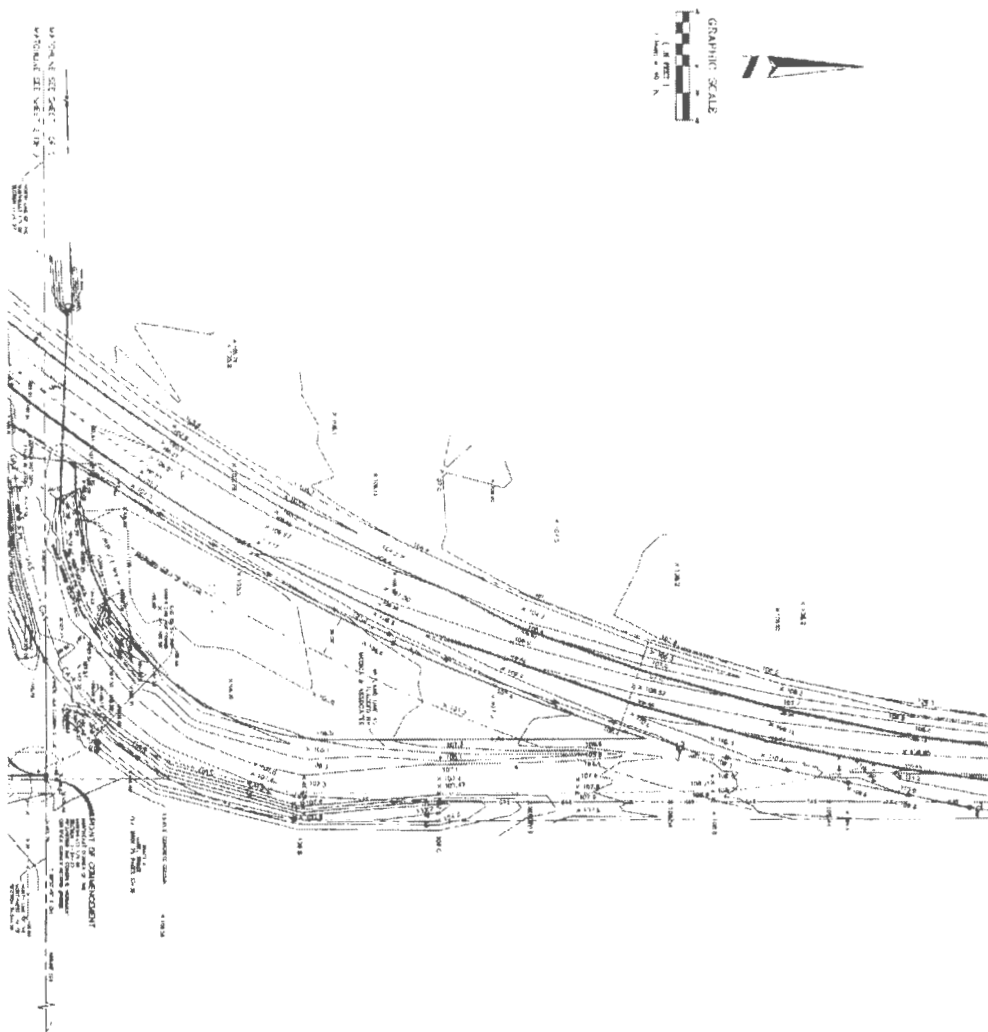
CERTIFIED TO:

ALTA/ACSM LAND TITLE BOUNDARY SURVEY
OF
TRICKLE SOUTH COMMERCIAL PARCEL
SECTION 1, TOWNSHIP 24 NORTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

[Signature]
Surveyor

16:14:51 To: ALTA/ACSM
16:14:51 From: ALTA/ACSM
16:14:51 Date: 08/28/2024
16:14:51 Time: 10:00:00
16:14:51 User: ALTA/ACSM
16:14:51 Job: 24-27-16-14-51
16:14:51 Title: ALTA/ACSM
16:14:51 Project: ALTA/ACSM

BOUNDARY and TOPOGRAPHIC SURVEY




| | | | | | |
|------------------|---|---|----------------------|--|--------------------------|
| <p>10/1/2014</p> | <p>NO. 1 DATE BY CHECKED BY</p> | <p>NO. 1 DATE BY CHECKED BY</p> | <p>CERTIFIED TO:</p> | <p>ALTA/ACBM LAND TITLE BOUNDARY SURVEY OF TRICKLE SOUTH COMMERCIAL PARCEL SECTION 1 TOWNSHIP 24 SOUTH RANGE 27 EAST HAWFL COUNTY, FLORIDA</p> | <p>ALLEN COMPANY</p> |
|------------------|---|---|----------------------|--|--------------------------|

SCHEDULE "A"
LEGAL DESCRIPTION
Parcel 101, Estate: Fee Simple
Purpose: Road Right of Way

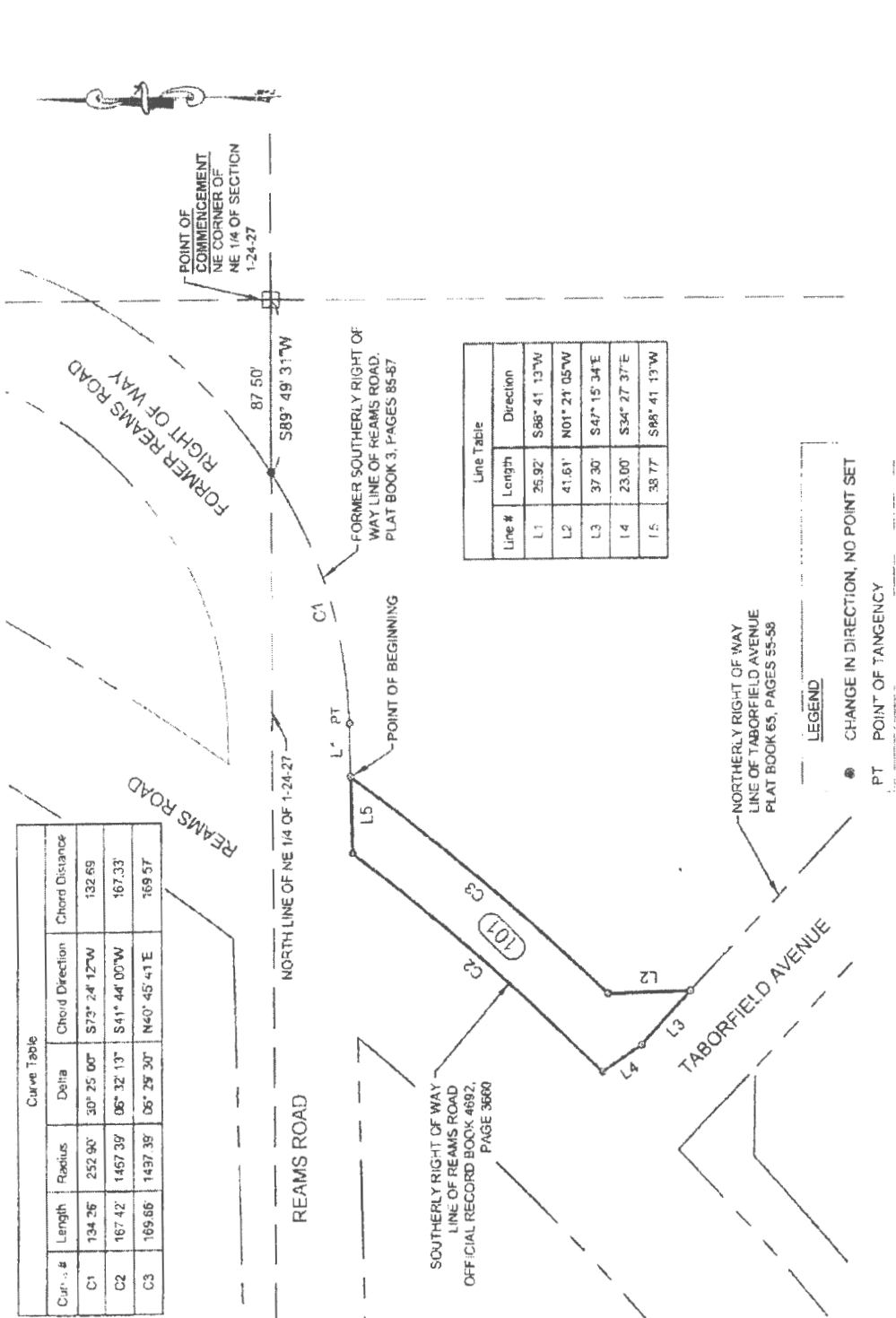
Commence at the Northeast corner of the Northeast 1/4 of Section 1, Township 24 South, Range 27 East, Orange County, Florida; thence run S 89°49'31" W along the North line of said Northeast 1/4 for a distance of 87.50 feet to point lying on the former Southerly right of way line of Reams Road as recorded in Plat Book 3, pages 85-87, as recorded in the Public Records of Orange County, Florida; said point lying on a non-tangent curve, concave Northwesterly with a radius of 252.90 feet, a central angle of 30°25'00", a chord bearing of S 73°24'12" W, and a chord distance of 132.69 feet; thence run along the arc of said curve Southwesterly for a distance of 134.26 feet; thence continue along said former Southerly right of way line S 88°41'13" W for a distance of 26.92 feet to the Point of Beginning; thence continue along said former Southerly right of way line S 88°41'13" W for a distance of 38.77 feet to a point on the Southerly right of way line of Reams Road as recorded in Official Record Book 4692, page 3660 of the Public Records of Orange County, Florida, said point lying on a non-tangent curve concave Northwesterly having a radius of 1467.39 feet, a central angle of 06°32'13", a chord bearing of S 41°44'00" W, and a chord distance of 167.33 feet; thence run along the arc of said curve Southwesterly for a distance of 167.42 feet to a point lying on the Northerly right of way line of Taborfield Avenue as recorded in Plat Book 65, pages 55-58 of the Public Records of Orange County, Florida; thence run along said Northerly right of way line S 34°27'37" E for a distance of 23.00 feet; thence continue along said Northerly right of way line S 47°15'34" E for a distance of 37.30 feet; thence, departing said right of way line, run N 01°21'05" W for a distance of 41.61 feet to a point on a non-tangent curve, concave Northwesterly having a radius of 1497.39 feet, a central angle of 06°29'30", a chord bearing of N 40°45'41" E, and a chord distance of 169.57 feet; thence run along the arc of said curve for a distance of 169.66 feet to the Point of Beginning.

All being and lying in Section 1, Township 24 South, Range 27 East, Orange County, Florida. Containing 5,969.81 square feet, or .14 acres, more or less.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

| | | | | |
|--|--|---|--|----------------------|
| PREPARED FOR: Engineering Design Section | | ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION | | |
| DRAWN BY: Washington | DATE: 4/24/14 | SECTION: 1 |  | DRAWING SCALE: NTS |
| CHECKED BY: Daynes | JOB No. 7472 | TOWNSHIP: 24 | | PROJECT NUMBER: 7472 |
| APPROVED BY: Daynes | DRAWING FILE: Reams Rd Widening Parcel 101 | RANGE: 27 | SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 | |
| REVISION DATE: 5/9/14 | | SHEET 1 OF 2 | | |

SCHEDULE "A"
SKETCH OF DESCRIPTION
 Parcel 101, Estate: Fee Simple
 Purpose: Road Right of Way



| Curve # | Length | Radius | Delta | Chord Direction | Chord Distance |
|---------|--------|---------|-------------|-----------------|----------------|
| C1 | 134.26 | 252.90 | 30° 25' 00" | S73° 24' 12"W | 132.69 |
| C2 | 167.42 | 1467.39 | 05° 32' 13" | S41° 44' 00"W | 167.33 |
| C3 | 169.66 | 1437.39 | 05° 29' 30" | N40° 45' 41"E | 169.57 |

| Line # | Length | Direction |
|--------|--------|---------------|
| L1 | 25.92' | S88° 41' 13"W |
| L2 | 41.61' | N01° 21' 05"W |
| L3 | 37.30' | S47° 15' 34"E |
| L4 | 23.00' | S34° 27' 37"E |
| L5 | 38.77' | S98° 41' 13"W |

LEGEND
 ● CHANGE IN DIRECTION, NO POINT SET
 PT POINT OF TANGENCY

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTS THE TRUE AND CORRECT TO BE HAD AND TO BE HAD BY ALL PARTIES INTERESTED IN THE SAME. I HAVE BEEN PROVIDED WITH ALL NECESSARY INFORMATION AND I HAVE CONDUCTED A REASONABLE INVESTIGATION TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED TO ME. I HAVE FOUND NO REASON TO BELIEVE THAT THE INFORMATION PROVIDED TO ME IS UNRELIABLE OR INACCURATE. I HAVE THEREFORE PREPARED THIS SKETCH OF DESCRIPTION IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION. I HAVE NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MIGHT AFFECT THE ACCURACY OF THIS SKETCH OF DESCRIPTION. I HAVE THEREFORE PREPARED THIS SKETCH OF DESCRIPTION IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION. I HAVE NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MIGHT AFFECT THE ACCURACY OF THIS SKETCH OF DESCRIPTION.

5/9/14
 Mark A. Daynes
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA LICENSE NO. 3478

SKETCH AND DESCRIPTION
 THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 53J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 1-24-27, BEING S 89° 49' 31" W, ASSUMED
 - THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
 - THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
 - NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

PREPARED FOR:
 Engineering -
 Design Section

DRAWING SCALE:
 1" = 80'

PROJECT NUMBER
 7472


| | | | | |
|-----------------------|--|--------------|--|-----------------------------|
| DRAWN BY: Washington | DATE: 4/24/14 | SECTION: 1 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 | ORANGE COUNTY FLORIDA |
| CHECKED BY: Daynes | JOB No: 7472 | TOWNSHIP: 24 | | |
| APPROVED BY: Daynes | DRAWING FILE: Reams Rd Widening Parcel 101 | RANGE: 27 | | |
| REVISION DATE: 5/9/14 | | SHEET 2 OF 2 | | |

SCHEDULE "A"
LEGAL DESCRIPTION
Parcel 102, Estate: Fee Simple
Purpose: Road Right of Way

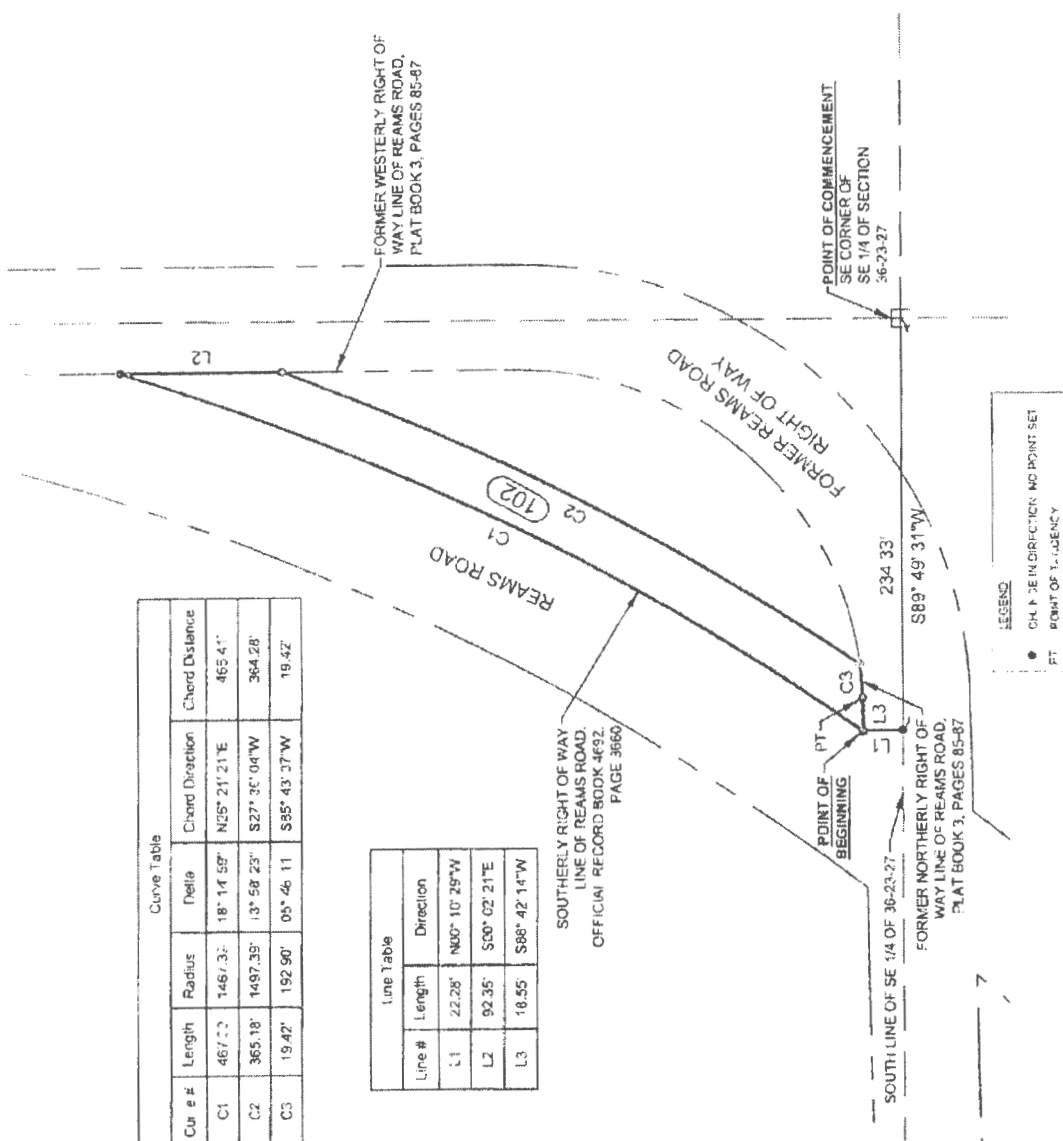
Commence at the Southeast corner of the Southeast 1/4 of Section 36, Township 23 South, Range 27 East; thence run S 89°49'31" W along the South line of said Southeast 1/4 for a distance of 234.33 feet; thence run N 00°10'29" W for a distance of 22.28 feet to a point lying on the Southerly right of way line of Reams Road, as recorded in Official Record Book 4692, Page 3660 of the Public Records of Orange County, Florida, said point also being the Point of Beginning; said point also lying on a non-tangent curve, concave Northwesterly with a radius of 1467.39 feet, a central angle of 18°14'59", a chord bearing of N 26°21'21" E, and a chord distance of 465.41 feet; thence run along the arc of said curve for a distance of 467.39 feet to a point lying on the former Westerly right of way line of Reams Road as recorded in Plat Book 3, Pages 85-87 of the Public Records of Orange County, Florida; thence departing said former Southerly right of way line, run S 00°02'21" E for a distance of 92.35 feet to a point on a non-tangent curve, concave Northwesterly; said curve having a radius of 1497.39 feet, a central angle of 13°58'23", a chord bearing of S 27°36'04" W, and a chord distance of 364.28 feet, thence run along the arc of said curve for a distance of 365.18 feet to a point lying on a non-tangent curve, concave Northerly, and also lying on the former Northerly right of way line of Reams Road as recorded in Plat Book 3, pages 85-87, of the Public Records of Orange County, Florida; said curve having a radius of 192.90 feet, a central angle of 05°46'11", a chord bearing of S 85°43'37" W, and a chord distance of 19.42 feet; thence run along the arc of said curve for a distance of 19.42 feet to a point of tangency; thence continue along said former Northerly right of way line S 88°42'14" W for a distance of 18.55 feet to the Point of Beginning.

All being and lying in Section 36, Township 23 South, Range 27 East, Orange County, Florida. Containing 12,460.84 square feet, or .29 acres, more or less.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

| | | | | |
|--|--|---|--|----------------------|
| PREPARED FOR: Engineering Design Section | | ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION | | |
| DRAWN BY: Washington | DATE: 4/24/14 | SECTION: 36 |  | DRAWING SCALE: NTS |
| CHECKED BY: Daynes | JOB No: 7472 | TOWNSHIP: 23 | | PROJECT NUMBER: 7472 |
| APPROVED BY: Daynes | DRAWING FILE: Reams Rd Widening Parcel 102 | RANGE: 27 | SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 | |
| REVISION DATE: 5/9/14 | | SHEET 1 OF 2 | | |

SCHEDULE "A"
SKETCH OF DESCRIPTION
Parcel 102, Estate: Fee Simple
Purpose: Road Right of Way



Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Distance |
|---------|--------|---------|-------------|-----------------|----------------|
| C1 | 467.22 | 1467.32 | 18° 14' 59" | N25° 21' 21" E | 465.41 |
| C2 | 365.18 | 1497.39 | 13° 58' 23" | S27° 30' 04" W | 364.28 |
| C3 | 19.42 | 192.90 | 05° 46' 11" | S85° 43' 37" W | 19.42 |

Line Table

| Line # | Length | Direction |
|--------|--------|----------------|
| L1 | 22.28 | N60° 10' 29" W |
| L2 | 92.35 | S00° 02' 21" E |
| L3 | 18.55 | S88° 42' 14" W |

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTS THE BEST OF MY KNOWLEDGE AND BELIEF TO BE TRUE AND CORRECT. I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. MY EXPIRES ON 08/31/2011. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THIS SKETCH OF DESCRIPTION. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THIS SKETCH OF DESCRIPTION. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THIS SKETCH OF DESCRIPTION.

Mark A. Daynes
 Mark A. Daynes
 REGISTERED LAND SURVEYOR
 AND CHAPTER
 STATE OF FLORIDA LICENSE NO. 5495

5/9/14
 DATE

SKETCH AND DESCRIPTION
 THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
- BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 36-23-27. BEING S 89° 46' 31" W ASSUMED.
 - THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION
 - THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED
 - NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED

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|--|--|--------------|--|--|
| SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION | | | PREPARED FOR: Engineering - Design Section | |
| DRAWN BY: Washington | DATE: 4/24/14 | SECTION: 36 | DRAWING SCALE: 1" = 100' | |
| CHECKED BY: Daynes | JOB No. 7472 | TOWNSHIP: 23 | PROJECT NUMBER | |
| APPROVED BY: Daynes | DRAWING FILE: Reams Rd Widening Parcel 102 | RANGE: 27 | 7472 | |
| REVISION DATE: 5/9/14 | SHEET 2 OF 2 | | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 | |