

**Prepared By and Return To:**  
Stacey Adams, Esq.  
Assistant City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801

## **DRAINAGE EASEMENT AGREEMENT**

**THIS DRAINAGE EASEMENT AGREEMENT** (the “**Agreement**”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the “**Effective Date**”) by **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (the “**Grantor**”) and **CRP-GREP ELAN AUDUBON OWNER, L.L.C.**, a Delaware limited liability company, whose mailing address is 1001 Pennsylvania Avenue, NW, Washington, DC 20004 (the “**Grantee**”), (Grantor and Grantee are sometimes individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee of that certain real property being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**City Property**”), and

**WHEREAS**, Grantee is the owner of certain real property being more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Property**”); and

**WHEREAS**, Grantee intends to develop the Property as a 449 unit multi-family development, (the “**Project**”); and

**WHEREAS**, the City Property and Property were each conveyed separately to Grantor and Orlando Heights LLC, a Florida limited liability company, Grantee’s predecessor-in-interest, by the United States of America pursuant to the Federal Property and Administrative Services Act of 1949, as amended, and the Defense Base Closure and Realignment Act of 1990; and

**WHEREAS**, the City Property was conveyed pursuant to the Department of the Interior Federal Lands to Parks program and is restricted to park use and contains deed restrictions related to the environmental condition of the City Property and the use of the City Property; and

**WHEREAS**, the approval of the Department of the Interior and the Department of the Navy acting on behalf of the United States for the easement placement on the City Property pursuant to this Agreement has been obtained and such letters are attached hereto as **Exhibit “C”**; and

**WHEREAS**, in conjunction with development of the Project, Grantee has requested that Grantor convey a perpetual, non-exclusive drainage easement to Grantee on, upon, over, under, across and through a small portion of the City Property, more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "Drainage Easement Parcel"), for the limited purpose of installing, maintaining, repairing and operating a stormwater drainage pipe which will convey stormwater runoff from the Project, through the Drainage Easement Parcel, subject to any and all applicable permits and other governmental requirements, including, without limitation, permits issued by the City and the St. John's River Water Management District; and

**WHEREAS**, Grantor is willing to convey a drainage easement over the Drainage Easement Parcel to Grantee, but only under the limited conditions contained in this Agreement.

**NOW, THEREFORE**, for and in consideration of the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, including the monetary contribution related to improvements to the City Property, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. **Grant Drainage Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a twenty foot (20') wide perpetual, nonexclusive easement on, upon, over, under, across and through the Drainage Easement Parcel for the limited purpose of installing, maintaining, inspecting, servicing, replacing, repairing and operating a stormwater drainage pipe which will convey stormwater runoff from the Project, subject to any and all applicable permits and other governmental requirements, including, without limitation, permits issued by the City and the St. John's River Water Management District (the "**Drainage Easement**"). Grantee's rights under this Agreement are strictly limited to the construction, maintenance and operation of a thirty six (36) inch reinforced concrete stormwater pipe ("**Pipe**"), which shall be lined to the satisfaction of the City Engineer and may not be expanded in any manner without amendment to this Agreement

3. **Repair and Maintenance.**

(a) Grantee shall repair and maintain the Drainage Easement Parcel and the Pipe and keep the same in good order and repair in accordance with all applicable permits and other governmental requirements and at no cost to Grantor; provided, Grantee may, subject to Grantor's written approval, assign any or all of its repair, maintenance or other obligations hereunder to any Permitted Assignee (as defined herein) which fully assumes such obligations in writing at any time.

(b) In the event any required repair and/or maintenance hereunder is not performed by Grantee or any Permitted Assignee, in accordance with the foregoing standards, Grantor may deliver a notice to Grantee or such Permitted Assignee, setting forth the



maintenance deficiencies with particularity, and upon receipt of such written notice Grantee or such Permitted Assignee shall have a period of fifteen (15) days to remedy the deficiencies, or forty-eight (48) hours, in case of emergency. In the event the deficiencies are not remedied in a reasonable fashion within such fifteen (15) day period, or within such forty-eight (48) hour period in case of emergency, or, if such deficiencies cannot be reasonably cured or remedied within such fifteen (15) day period, Grantee fails to commence to cure or remedy the deficiency within such fifteen (15) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, Grantee shall be in violation of this Agreement and the development approvals for the Project which violations may be enforced through the City's Code Enforcement procedures. In addition, in the event Grantee fails to remedy or cure a deficiency after being provide notice and opportunity to cure as herein provided, Grantor has the right, but not the obligation, to correct any such deficiency and Grantee shall then reimburse the Grantor for the Grantor's actual expenses reasonably incurred in connection therewith, no less than sixty (60) days after receipt of written request from the Grantor, failing which the amount due shall bear interest at the rate of twelve percent (12%) per annum and shall become a lien in favor of the Grantor upon the Property. Such liens shall become effective upon the filing of a Claim of Lien by the City in the Public Records of Orange County, Florida and may be foreclosed in the manner as provided by Florida law. The Grantor's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the Grantor unless such conduct is determined to be grossly negligent or willful misconduct.

4. **Assignment.** Grantee may not assign its rights and obligations under this Agreement, except to the Permitted Assignee or as otherwise agreed between the Parties.

5. **Construction Insurance.** During installation and any repair work to the Pipe or on the Drainage Easement Parcel, Grantee shall ensure that any contractors (and their subcontractors, employees, and materialmen) performing work for Grantee on the Drainage Easement Parcel shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Any cancellation or amendment to any such insurance policy or policies shall, upon ten (10) days written notice to Grantee, constitute a revocation of the rights and Easement created hereunder until such insurance is reinstated. Prior to entry upon the Drainage Easement Parcel for the purposes set forth in this Agreement, Grantee shall deliver or cause to be delivered to Grantor a certificate or certificates evidencing the insurance coverage required herein. Nothing in this Agreement operates as a waiver of the Grantor's grant of sovereign immunity or the limits of liability established under Florida law.

6. **Permanent Insurance.** During the entire term of this Agreement, Grantee shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor as an



additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Any cancellation or amendment to any such insurance policy or policies shall, upon ten (10) days written notice to Grantee, constitute a revocation of the rights and Easement created hereunder until such insurance is reinstated. Prior to entry upon the Drainage Easement Parcel for the purposes set forth in this Agreement, Grantee shall deliver or cause to be delivered to Grantor a certificate or certificates evidencing the insurance coverage required herein. Nothing in this Agreement operates as a waiver of the Grantor's grant of sovereign immunity or the limits of liability established under Florida law.

7. **Indemnity and Release.** Grantor and Grantee acknowledge that the Property and the City Property, including the Drainage Easement Parcel, were properties conveyed by the United States pursuant to the Federal Property and Administrative Services Act of 1949, as amended, and the Defense Base Closure and Realignment Act of 1990, which deeds from the United States contain a covenant by the United States that it will perform any additional remedial action(s) (with respect to hazardous substances) found to be necessary after the date of conveyance by the United States. To the extent such covenant is not applicable, Grantee shall indemnify, release and hold harmless the Grantor, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorneys' fees and all costs and attorneys' fees on appeal) arising out of or resulting from the construction, operation or maintenance of the Pipe, or which are caused in whole or in part, directly or indirectly, by Grantee or any of its contractors, subcontractors or anyone directly employed by any of them in connection with the exercise of the Grantee's rights under this Agreement. Notwithstanding the foregoing, in no event will Grantee be liable for or be required to indemnify, release or hold harmless the Grantor for any liability, claims, damages, losses and expenses (i) caused by or arising out of the gross negligence or willful misconduct of Grantor, its agents, employees, contractors, consultants, subcontractors, invitees or others authorized by Grantor or (ii) arising out of or related to the presence of hazardous substances existing on the City Property as of the Effective Date of this Agreement except for the presence, movement or exacerbation of such hazardous substances that arise out of or are otherwise related to the installation, maintenance, repair or replacement of the Pipe on the Drainage Easement Parcel. Nothing in this Agreement operates as a waiver of the Grantor's grant of sovereign immunity or the limits of liability established under Florida law. This provision shall survive termination of this Agreement.

8. **Obligations.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall knowingly discharge into or within the Drainage Easement Parcel any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

9. **Binding Effect.** This Agreement shall be a covenant running with the title to the Drainage Easement Parcel. The easement hereby created and granted includes the creation of all



incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement Parcel for its intended purpose.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Drainage Easement Parcel or the City Property in connection with the exercise of Grantee's rights hereunder.

11. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), to the address listed in the first paragraph of this Agreement or to such other address as either Party may from time to time designate by written notice to the other Party.

13. **Grantor's Use of Easement Area.** It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Drainage Easement Parcel in any manner (i) not inconsistent with the easement rights created herein and (ii) that does not unreasonably interfere with or disrupt Grantee's operations on the Drainage Easement Parcel or the functioning of the Pipe. Grantee shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's exercise of its retained rights hereunder.

14. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the prevailing party shall be entitled to its attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

15. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the



application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida and all duly adopted ordinances, regulations and policies of the City of Orlando. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to this Agreement or any breach thereof, shall be Orange County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns.

16. **No Waiver of Regulatory Authority.** Grantee acknowledges that the Grantor is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with the Pipe and the Project and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations.

17. **Taxes.** Grantee shall be responsible for the payment of all taxes which may be assessed or levied against the Drainage Easement Parcel or the Pipe.

18. **Termination.** This Agreement may be terminated by the mutual consent in writing of the Parties hereto. Except as otherwise agreed by said Parties, Grantee shall, upon Grantor's written request, remove the Pipe within one hundred eighty (180) days of termination of this Agreement, said removal to occur in compliance with any and all applicable rules, laws and regulations. If Grantee fails to remove the Pipe within said one-hundred eighty (180) day period, Grantor may do so and in such case, Grantee shall reimburse the Grantor for the Grantor's actual expenses reasonably incurred in connection therewith, no less than sixty (60) days after receipt of written request from Grantor, failing which the amount due shall bear interest at the rate of twelve percent (12%) per annum and shall become a lien in favor of the Grantor upon the Property. Nothing herein obligates the Grantor to take any action to remove the Pipe.

19. **Defaults.** Failure by either the Grantor or Grantee to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within thirty (30) days after the defaulting party receives written notice from the nondefaulting party specifying with particularity the alleged default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day

period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity; provided, however, that the Parties agree to provide for meaningful dialogue and communications should disputes or disagreements arise as to the interpretation or implementation of this Agreement, and further provided that, notwithstanding anything to the contrary provided in this Agreement, no party to this Agreement shall be able to recover any speculative, punitive, special, or consequential damages under this Agreement, the Parties hereby expressly waiving any such recovery. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Agreement to be effective as of the day and year first set forth above.

ATTEST:

**“GRANTOR”  
CITY OF ORLANDO**

\_\_\_\_\_  
Alana C. Brenner, City Clerk

By: \_\_\_\_\_  
Mayor/Pro Tem

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_ and, Alana C. Brenner, well known to me and known by me to be Mayor \_\_\_\_\_ and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Signatures Continue Next Page**



**"GRANTEE"**

**CRP-GREP ELAN AUDUBON OWNER,  
L.L.C., a Delaware limited liability  
company**

By: CRP-GREP Elan Audubon, L.L.C., a  
Delaware limited liability company  
Its: Sole Member

By: GS Audubon Holdings,  
L.L.C., a Delaware limited  
liability company  
Its: Authorized Member

Signed, sealed and delivered  
in the presence of:

David H King  
Print Name: David King

Lewis T. Stoneburner, Jr.  
Print Name: Lewis T. Stoneburner, Jr.

ASHLEY HEGGIE  
By: ASHLEY HEGGIE  
Print Name: ASHLEY HEGGIE  
Its: VICE PRESIDENT

**South Carolina**

STATE OF South Carolina  
COUNTY OF Charleston

The foregoing was acknowledged before me this 16 day of March,  
2015, by Ashley Heggie as Vice President of GS Audubon Holdings, L.L.C.,  
the Authorized Member of CRP-GREP Elan Audubon, L.L.C., the Sole Member of CRP-GREP  
Elan Audubon Owner, L.L.C., for and on its behalf. He/She is personally known to me or has  
produced \_\_\_\_\_ as identification.



Lauren Flatley  
(Signature of Notary Public)  
Lauren Flatley  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: 9/13/2023



APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida only.

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Assistant City Attorney

\_\_\_\_\_, 2015

## EXHIBIT A

### NORTHWEST PARCEL (CITY)

A parcel of land lying in Section 19, Township 22 South, Range 30 East, being more particularly described as follows:

Commence at the southwest corner of the NE 1/4 of the NW 1/4 of the SE 1/4 of said section; thence run N 00° 03' 18" W along the west boundary of the NE 1/4 of the NW 1/4 of the SE 1/4, 475.84 feet for the point of beginning; thence continue N 00° 03' 18" W, along said west boundary, 188.60 feet, to the NW corner of the NE 1/4 of the NW 1/4 of the SE 1/4 of said Section 19; thence run N 89° 09' 37" E, 661.98 feet; thence run N 00° 50' 15" W, 275.21 feet; thence run N 89° 34' 11" E, 339.23 feet; thence run S 00° 27' 26" E, 476.04 feet; thence run S 90° 00' 00" W, 1000.72 feet to the point of beginning.

The above described parcel of land lies in the City of Orlando, Orange County, Florida and contains 6.63 acres, more or less.



## **EXHIBIT "B"**

### **Legal Description of the Property**

PARCEL 1 (FEE SIMPLE ESTATE)  
SOUTHEAST PARCEL (NAVY)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 475.84 FEET; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1000.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 336.25 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 189.00 FEET; THENCE RUN SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST, 361.85 FEET TO A POINT ON THE WEST LINE OF THE ORLANDO AREA EXECUTIVE CENTER UNIT ONE AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE, 534.20 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 00 SECONDS WEST, 756.56 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 90.12 FEET; THENCE RUN NORTH 89 DEGREES 32 SECONDS 32 MINUTES EAST, 60.00 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 643.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROADS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF "THE FAIRVIEW HOME CO. LAKEWOOD ESTATES", AS RECORDED IN PLAT BOOK "E", PAGE(S) 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE PLAT OF "A REPLAT OF THE SW 1/4 OF LAKEWOOD", AS RECORDED IN PLAT BOOK "G", PAGE(S) 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

PARCEL 2 (FEE SIMPLE ESTATE)  
WAREHOUSE ROAD

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 475.84 FEET; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1000.72 FEET; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST, 732.92 FEET; THENCE RUN NORTH 89 DEGREES 17 MINUTES 00 SECONDS EAST, 636.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 17 MINUTES 00 SECONDS EAST, 60.00 FEET TO THE WEST BOUNDARY OF ORLANDO AREA EXECUTIVE CENTER, UNIT ONE, AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST, ALONG SAID WEST



BOUNDARY, 59.52 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG SAID NORTH LINE, 60.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 59.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROADS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF "THE FAIRVIEW HOME CO. LAKEWOOD ESTATES", AS RECORDED IN PLAT BOOK "E", PAGE(S) 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE PLAT OF "A REPLAT OF THE SW 1/4 OF LAKEWOOD", AS RECORDED IN PLAT BOOK "G", PAGE(S) 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

PARCEL 3 (FEE SIMPLE ESTATE)  
NORTHEAST PARCEL

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 475.84 FEET; THENCE CONTINUE NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST, ALONG SAID WEST BOUNDARY, 188.60 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 89 DEGREES 09 MINUTES 37 SECONDS EAST, 661.98 FEET; THENCE RUN NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, 275.21 FEET; THENCE RUN NORTH 89 DEGREES 34 MINUTES 11 SECONDS EAST, 339.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 34 MINUTES 11 SECONDS EAST, 696.56 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE ORLANDO AREA EXECUTIVE CENTER UNIT ONE, AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST ALONG SAID NORTHERLY EXTENSION AND ALONG WEST LINE, 671.28 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST, LEAVING SAID WEST LINE, 361.85 FEET; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 189.00 FEET; THENCE RUN SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 336.25 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 476.04 FEET TO THE POINT OF BEGINNING.

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THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.





## United States Department of the Interior



IN REPLY REFER TO:  
S7417 (SER-P)  
FL-Area C  
NW Parcel

NATIONAL PARK SERVICE  
Southeast Regional Office  
Atlanta Federal Center  
1924 Building  
100 Alabama St., SW.  
Atlanta, Georgia 30303

March 11, 2015

Ashley Heggie  
Managing Director, Development  
Greystar  
Suite 300  
18 Broad St.  
Charleston, SC 29401

Dear Mr. Heggie:

This is in response to information you provided concerning a proposed easement on property known as Area C Northwest Parcel (former Naval Training Center) in Orlando, Florida. The former federal property is now owned by the City of Orlando (City). It was transferred August 2, 2011 from the Department of the Interior to the City under the National Park Service's Federal Lands to Parks program for the purpose of developing a public park and recreation site, in perpetuity.

We understand that the easement will be 20 feet wide and occupy 6,783 square feet in order to accommodate the construction, operation and maintenance of a 36" storm water pipeline along the far northern boundary of the parcel. We further understand that the water pipe will be placed underground and will include a cure in place liner to further minimize future maintenance and repair costs following construction.

If the City agrees that this project will not disrupt future park and recreational programs and facilities at this site, including the public's use and enjoyment, then we would have no objection to the City's granting of the easement. Please provide us with a copy of the final easement and any other associated documentation upon its availability.

Thank you for bringing this matter to our attention. If you have any questions, please do not hesitate to contact me at 404-507-5689 or via email at [john\\_barrett@nps.gov](mailto:john_barrett@nps.gov).

Sincerely,

John R. Barrett  
Program Manager  
Federal Lands to Parks  
Southeast Region

**SCHEDULE "A"****SKETCH OF DESCRIPTION****PARCEL: 801****EXHIBIT "D"****ESTATE: Permanent Easement****PURPOSE: Utility****Legal Description**


The North 20 feet of a parcel of land lying in Section 19, Township 22 South, Range 30 East, being a portion of those lands described as "NORTHWEST PARCEL (CITY) in Official Records Book 10261 at Page 6544 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at the southwest corner of the NE 1/4 of the NW 1/4 of the SE 1/4 of said Section 19; thence run North 00°03'18" West along the west boundary of the NE 1/4 of the NW 1/4 of the SE 1/4, a distance of 664.44 feet to the NW corner of the NE 1/4 of the NW 1/4 of the SE 1/4 of said Section 19; thence run North 89°09'37" East, a distance of 661.98 feet; thence run North 00°50'15" West, a distance of 275.21 feet for the Point of Beginning; thence run North 89°34'11" East, a distance of 339.23 feet to the Northwest corner of those lands described in Official Records Book 7900 at Page 1398 of said Public Records; thence South 00°27'26" East along the west line of said lands, a distance of 20.00 feet; thence run South 89°34'11" West, a distance of 339.23 feet; thence run North 00°50'15" West, a distance of 20.00 feet to the Point of Beginning.

Contains 6783 square feet or 0.155 acres, more or less.

**Surveyor's Notes / Report:**

- 1) This sketch and description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands described herein were not abstracted for ownership, easements, rights-of-way or other title matters by this firm.
- 3) This is not a Boundary Survey
- 4) This sketch and description does not address the identification or location of jurisdictional wetlands or sovereign lands, if any, that may lie within or adjacent to the lands surveyed.
- 5) Bearings shown hereon are relative to the North American Datum of 1983, Adjustment of 1990 and projected in the State Plane Coordinate System, Florida East Zone 0901, Based on Orange County Geographic Information System Stations 0150, 0240 and "1456 RESET", and the North Line of the S ½ OF SE ¼ OF NE ¼ OF SE ¼ OF Section 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST as being S 89°12'30" W.
- 6) The lands described hereon were prepared by the surveyor based on the configuration and location provided by the client.

  
**ROBERT M. JONES**  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE No. LS 4201

**THIS IS NOT A SURVEY****PROJECT TITLE:**

**Elan at Audubun Park**  
**Legal Description and Sketch**  
**20' Permanent Utility Easement**

**REVISIONS**

DATE	BY	DESCRIPTION

**AMEC Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

Fax: (407) 522-7576

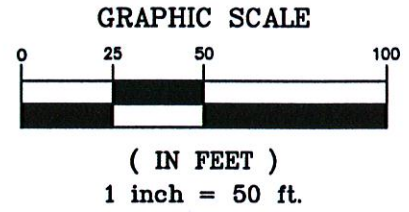
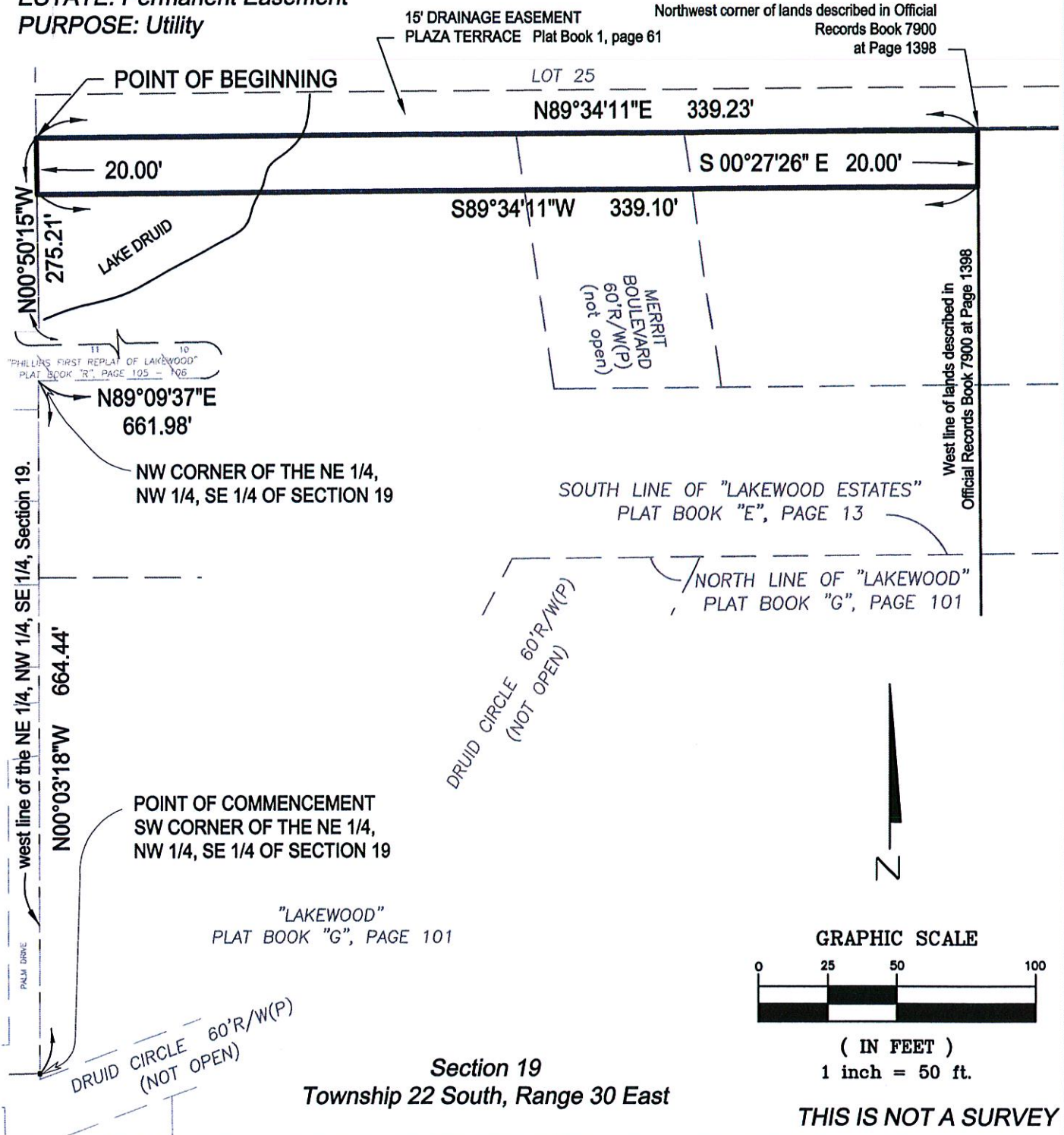
Certificate of Authorization Number LB-0007932

DRAWN BY: P.E.W.DATE: Oct/14/2014CHKD. BY: R.M.J.DATE: Oct/14/2014JOB No.  
6374.14.0715SCALE:  
N/ASHT. 1  
OF 2

DRAWING NAME: 8x11.dwg



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