

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT, IN AND FOR, ORANGE COUNTY, FLORIDA  
CASE NO.: 2012-CA-7370-O  
DIVISION: 39

ORANGE COUNTY, FLORIDA  
a political subdivision of the State of Florida,

PARCELS: 803/804

Petitioner,  
vs.

CITY OF ORLANDO, a municipal corporation, et al.

Respondents.  
\_\_\_\_\_ /

JOINT MOTION FOR ENTRY OF STIPULATED ORDER OF TAKING  
AND FINAL JUDGMENT AS TO PARCELS 803/804

The parties, individually and by and through their undersigned attorney, hereby move for  
entry of the foregoing Stipulated Order of Taking and Final Judgment as to Parcels 803 and 804.

\_\_\_\_\_  
EDWARD MARTIN CHEW  
Assistant County Attorney  
Florida Bar No. 242608  
Orange County Attorney's Office  
201 S. Rosalind Avenue, Third Floor  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Telephone: 407.836.7320  
[Edward.chew@ocfl.net](mailto:Edward.chew@ocfl.net)  
Attorney for Petitioner  
Orange County, Florida

  
\_\_\_\_\_  
RICHARD N. MILIAN, P.A.  
Florida Bar No. 729256  
Broad and Cassel  
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P.O. Box 4961  
Orlando, Florida 32802-4961  
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Attorney for Respondent  
Greater Orlando Aviation Authority

\_\_\_\_\_  
ROY K. PAYNE, ESQUIRE  
Florida Bar No. 773311  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801  
Telephone: 407.246.2295  
[roy.payne@cityoforlando.net](mailto:roy.payne@cityoforlando.net)  
Attorney for Respondent  
City of Orlando

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT, IN AND FOR, ORANGE COUNTY, FLORIDA

CASE NO.: 2012-CA-7370-O  
DIVISION: 39

ORANGE COUNTY, FLORIDA  
a political subdivision of the  
State of Florida,

PARCELS: 803/804

Petitioner,

vs.

CITY OF ORLANDO,  
a municipal corporation, et al.

Respondents.

\_\_\_\_\_ /

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT  
AS TO PARCELS 803/804

THIS CAUSE having come before the Court upon the Joint Motion for Entry of Stipulated Order of Taking and Final Judgment as to Parcels 803 and 804 made by Petitioner, ORANGE COUNTY, a political subdivision of the State of Florida, and GREATER ORLANDO AVIATION AUTHORITY, ("GOAA") a public body corporate and politic, and CITY OF ORLANDO, a municipal corporation ("Respondents"), and it appearing to the Court that the parties are authorized to enter into such Joint Motion, and the Court finding that the taking is necessary for a public purpose, that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and that proper notice was given to all parties and to all persons having or claiming any equity, lien, title or other interest in Parcels 803 and 804, and the Court being otherwise fully advised in the premises, it is therefore

ORDERED AND ADJUDGED as follows:

1. That the Court has jurisdiction over the subject matter and the parties.

2. That the pleadings are sufficient, and that the Petitioner is properly exercising its delegated authority.

3. That the estimate of value in this cause by the Petitioner was made in good faith and based upon a good faith appraisal.

4. That as to Parcel 803 the Respondent GOAA does have and recover from the Petitioner, the sum of FOUR HUNDRED THREE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$403,920.00) in full payment for the property taken, for damages resulting to the remainder, and for all other damages of any kind and nature.

5. That as to Parcel 803 the Court awards to the Respondent GOAA the sum of NINETY TWO THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$92,980.00), as attorney's fees.

6. That as to Parcel 804 the Respondent GOAA does have and recover from the Petitioner, the sum of ONE HUNDRED SEVENTY TWO THOUSAND FOUR HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$172,425.00) in full payment for the property taken, for damages resulting to the remainder, and for all other damages of any kind and nature.

7. That as to Parcel 804 the Court awards Respondent GOAA the sum of FORTY THOUSAND NINE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS (\$40,977.00), as attorney's fees.

8. That as to Parcels 803 and 804, the Court awards Respondent GOAA the sum of \$3,157.50 for engineering services performed by Donald W. McIntosh Associates, Inc., the sum of \$30,000 for appraisal services performed by Consortium Appraisal, Inc., and the sum of \$46,006.50 for land planning services performed by Breedlove Dennis & Associates, Inc.

9. That within twenty (20) days of the entry of this Order the Petitioner shall deposit SEVEN HUNDRED EIGHTY-NINE THOUSAND – FOUR HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$789,466.00) into the Registry of the Court.

10. That immediately upon the deposit of the aforesaid sum into the Registry of the Court, and without further Order, the Clerk shall pay to the Broad and Cassel Trust Account, c/o Richard N. Milian, P.A., 390 N. Orange Avenue, Suite 1400, P.O. Box 4961, Orlando, Florida 32802-4961, as attorneys for the Respondent, GOAA, the sum of SEVEN HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$789,466.00) as full compensation for Petitioner's acquisition of Parcels 803 and 804 in this case including all attorney's fees and expert costs. Respondent City of Orlando shall take nothing in this action.

11. That by agreement of the parties the Easement identified in Exhibit "1" attached hereto is adopted and incorporated into this Stipulated Order of Taking and Final Judgment and Petitioner's acquisition of Parcels 803 and 804 is subject to the terms and conditions of the Easement identified in Exhibit "1" attached hereto. Petitioner, Orange County, Florida, a political subdivision of the State of Florida, and Respondent Greater Orlando Aviation Authority, and City of Orlando, agree to be bound by the terms and conditions of the Easement identified in Exhibit "1" attached hereto. By agreement of the parties there is no basis for the computation of attorney's fees for non-monetary benefits arising out of the County's commitments in this paragraph, or any other provisions in this Order.

12. That upon the payment of monies set out herein, the right, title or interest specified in the Petition and described in Schedule "A" attached hereto, shall vest in the Petitioner, and Petitioner shall be entitled to possession of the property without further notice or order of this Court.

13. The Court hereby reserves jurisdiction to enforce the terms of this Order.

DONE AND ORDERED at Orange County Courthouse, Orlando, Florida, this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

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John Marshall Kest  
Circuit Judge

Copies to:

**Edward Martin Chew**

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[Edward.Chew@ocfl.net](mailto:Edward.Chew@ocfl.net)  
*Attorney for Petitioner*  
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*Greater Orlando Aviation Authority*

**Roy K. Payne, Esquire**

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Telephone: 407.246.2295  
[roy.payne@cityoforlando.net](mailto:roy.payne@cityoforlando.net)  
*Attorney for Respondent*  
*City of Orlando*

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Judicial Assistant/Attorney

**EXHIBIT "1"**  
**SOUTH SERVICE AREA / EAST SERVICE AREA**  
**WATER TRANSMISSION MAINS UTILITY EASEMENT**

Parcels 803 and 804 are being acquired by Orange County (hereinafter "GRANTEE") as a permanent non-exclusive easement to construct potable water transmission and reclaimed water transmission pipes, with full authority to enter upon, construct, operate, replace, and maintain potable water transmission and reclaimed water transmission pipes, as the GRANTEE and its assigns may deem necessary, including the construction, operation, and maintenance of a stabilized roadway, over the following lands as described in Schedule "A".

Subject to the terms and conditions set forth in this Easement Agreement, the GRANTEE and its assigns shall have the right:

(1) To construct, operate, replace, and maintain only a single 36-inch diameter potable water main and a single 20-inch diameter reclaimed water main as more particularly depicted in the GRANTEE's Construction Details attached in Exhibit "B," and no more than one (1) additional potable water transmission or reclaimed water transmission pipe not to exceed 36-inches in diameter within the Easement Area pursuant to construction plans provided in advance for review by Greater Orlando Aviation Authority (hereinafter "GRANTOR") (said pipes referred to herein as the "Facilities"). The Facilities shall be constructed substantially in accordance with the plans provided by GRANTEE to GRANTOR and upon completion of the construction of the Facilities, GRANTEE shall provide GRANTOR with an as-built survey depicting the location and depth of such Facilities.

(2) To construct, operate, and maintain stabilized ingress and egress within the granted easement for the purpose of the construction, operation, and maintenance of the Facilities.

(3) To clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal construction, operation, or maintenance of the Facilities and the stabilized roadway over the granted easement. GRANTEE shall be responsible, at GRANTEE's risk and expense, to maintain the easement area, including any Facilities, stabilized roadway or other improvements constructed by GRANTEE in good order and condition. During construction, GRANTEE will bury the Facilities at a depth provided by GRANTOR at a minimum cover of three (3) feet. At the conclusion of any construction, operation, replacement or maintenance activities by the GRANTEE within the granted easement, the GRANTEE will restore the Easement Area to a condition as good as the preexisting condition. The GRANTEE may not exercise any control over any lands outside the granted easement.

Subject to the terms and conditions set forth herein, GRANTOR and its successors and assigns shall retain all existing rights of title and possession. Subject to the terms and conditions set forth herein, GRANTOR reserves the right to use the Easement Area for any lawful purposes that do not directly interfere with GRANTEE's acquired rights, including the right to use and enjoy the airspace above, the surface of the Easement Area and the subsurface of the Easement Area for development purposes which will not materially interfere with the GRANTEE's easement rights granted herein or the safe construction, operation, use, maintenance or repair of the Facilities. GRANTOR's reserved rights shall expressly include, but are not limited to, the

following:

- a. The right to use, and the ingress and egress to use, and enjoy the surface of the Easement Area, the subsurface of the Easement Area and the airspace above the Easement Area for any purposes which do not materially interfere with the easement rights granted herein to GRANTEE.
- b. The right of suitable access across the Easement Area for ingress to and egress from adjacent properties.
- c. The right to enclose the Easement Area by fence, subject to the GRANTEE's right of ingress and egress related to the easement granted hereunder to the GRANTEE.
- d. The right to construct roadways, driveways, walkways, sidewalks, parking lots, transportation facilities (including, without limitation, proposed rail lines and a rail station contemplated for the site) or other uses where paving or concrete are necessary for such uses not otherwise prohibited herein, underground utilities installed perpendicular and/or parallel to the Facilities within the Easement Area, landscaping, irrigation and improvements as may be necessary for GRANTOR's development and enjoyment of GRANTOR's property; provided that GRANTOR shall coordinate with GRANTEE as provided below to minimize conflicts with the Facilities, including the planned third pipeline construction area, if that pipeline has not yet been constructed; and further provided that GRANTOR may not create or maintain any reservoir or water impoundment, maintain any deep-rooted trees, construct nor permit to be constructed any building or structure on the surface of the Easement Area which would materially interfere with GRANTEE's easement rights or the safe operation, maintenance or repair of the Facilities.
- e. The right to grant easements to third parties for facilities to be located on, through, over, across and/or under the Easement Area, provided said facilities do not materially interfere with GRANTEE's easement rights granted herein including, but not limited to, Orlando Utilities Commission water lines and facilities, provided that GRANTOR coordinates with GRANTEE to verify that such easement will not interfere with GRANTEE's facilities.

GRANTEE will cooperate in good faith with GRANTOR in connection with future planning, development and construction within the Easement Area. Without limiting the foregoing, either upon GRANTOR'S request or at GRANTEE's option, GRANTEE shall provide a prior written determination whether any particular exercise of the right to use the Easement Area may materially interfere with the safe exercise of GRANTEE's rights, which determination shall not be arbitrarily or unreasonably withheld, delayed or conditioned.

This Easement Agreement is subject to all federal laws and requirements of the Federal Aviation Administration ("FAA") and all work by GRANTEE or its contractors within the Easement Area shall be in compliance with the requirements of all Federal Aviation Regulations, including, without limitation, 14 CFR Part 77 relating to obstructions to navigable airspace. GRANTEE shall also coordinate with GRANTOR with respect to any work by GRANTEE or its



contractors within the Easement Area which requires the use of equipment (such as cranes) or materials that may exceed 45 feet in height or which may interfere with Airport aviation operations and/or the flight, visibility or instrumentation of aircraft using the Airport or which may otherwise interfere with the safe and efficient operation of the Airport.

It is expressly provided that when the pipelines constructed hereunder shall be permanently removed from the premises, the easement granted herein shall become null and void and all rights, title and interest shall revert to GRANTOR or its successor(s) in interest.

The rights, benefits, burdens and obligations acquired or assumed by GRANTEE and GRANTOR herein shall inure to, bind and oblige respectively GRANTOR and GRANTEE, and their respective successors and assigns.

GRANTEE agrees to defend, indemnify and hold harmless GRANTOR, and GRANTOR's officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, GRANTEE acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. GRANTEE agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440. GRANTEE shall provide an affidavit or Certificate of Insurance evidencing self-insurance commercial insurance or up to sovereign immunity limits, which the GRANTEE agrees to find acceptable for the coverage mentioned above.

GRANTEE shall require all contractors performing work within the easement area to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies. GRANTEE shall require all contractors performing work within the easement area to provide an affidavit or Certificate of Insurance evidencing the coverages required herein and reflecting GRANTOR as additional insureds as their interests appear.

## EXHIBIT 'A'

## Schedule "A"

## SCHEDULE A

Page 1 of 2

## LEGAL DESCRIPTION

PARCEL: 803

ESTATE: 40' PERPETUAL EASEMENT

PURPOSE: WATERLINE

A 40.00 feet wide parcel of land lying in Sections 26 and 27, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the east 1/4 corner of Section 27, Township 24 South, Range 30 East; thence run North 00°30'21" East, along the East line of said section, a distance of 1496.22 feet to a point on the northerly right of way line of Orlando Utility Commission Railroad Right of Way, per Official Records Book 3494, Pages 2564-2567 of the Public Records of Orange County, Florida for the Point of Beginning, said point lying on a non tangent curve concave to the north; thence along the arc of said curve, having a radius of 2030.00 feet, a central angle or delta of 18°21'02", a chord bearing North 84°56'13" West, a chord length of 647.39 feet, for a distance of 650.16 feet to the westerly line of those lands described as a Lease Parcel and Identified as Orange County Property Appraiser Parcel 26-24-30-0000-00-02; thence departing said northerly right of way line, run North 00°00'05" West, along said westerly line, a distance of 41.29 feet to a point on a non tangent curve, concave to the north; thence along the arc of said curve, being parallel with and 40.00 feet north, by radial measure, of said northerly right of way line, having a radius of 1990.00 feet, a central angle or delta of 37°49'31", a chord bearing North 85°37'05" East, a chord length of 1290.02 feet, for a distance of 1313.75 feet to a Point of Tangency; thence North 66°42'19" East, continuing along a line parallel with and 40.00 feet north, as measured at right angles, to said northerly right of way line, a distance of 1339.31 feet to the easterly line of said Lease Parcel; thence South 38°17'50" East, along said easterly line, a distance of 41.41 feet to said northerly right of way line; thence along said northerly right of way line, run South 66°42'19" West, a distance of 1350.03 feet to a Point of Curvature of a curve concave to the north; thence along the arc of said curve, having a radius of 2030.00 feet, a central angle or delta of 19°10'57", a chord bearing South 76°17'47" West, a chord length of 676.47 feet, for a distance of 679.64 feet to the Point of Beginning. Containing 2.448 acres more or less.

## SURVEYOR'S NOTES:

1. This legal description and sketch is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983/1990 adjustment with the east line of the Northeast 1/4 of Section 27, Township 24 South, Range 30 East as being North 00°30'21" East.
3. CERTIFIED TO: Orange County Utilities
4. Lands shown hereon were not abstracted for ownership, easements, rights-of-way, or other title matters by this firm. No abstract of title or title insurance commitment was provided. There may be additional title matters affecting this site that are not shown or noted on this SKETCH OF DESCRIPTION.
5. The location and configuration of the lands surveyed was determined by the client.

(see sheets 2 for Sketch)

THIS IS NOT A SURVEY

PROJECT TITLE: ORANGE COUNTY UTILITIES ENGINEERING DIVISION  
SOUTHEAST SERVICE AREA  
WATERLINE  
LEGAL DESCRIPTION AND SKETCH



**MACTEC**

4150 North John Young Parkway  
ORLANDO, FL 32804-2620  
PHONE: (407) 522-7570  
FAX: (407) 522-7576

Certificate of authorization number LB-0006969

## LEGEND

R/V = RIGHT OF WAY  
PC = POINT OF CURVATURE  
PT = POINT OF TANGENCY  
P.O.B. = POINT OF BEGINNING  
(P) = PLAT  
SR = STATE ROAD  
P.B. = PLAT BOOK  
T.V.P. = TOWNSHIP  
RGE. = RANGE  
ORB = OFFICIAL RECORDS BOOK  
PG = PAGE  
27-24-30 = SECTION - TOWNSHIP - RANGE  
R = RADIUS  
L = LENGTH OF CURVE  
A = CENTRAL ANGLE OR DELTA  
CHD = CHORD LENGTH  
CHB = CHORD BEARING  
OUC = ORLANDO UTILITIES COMMISSION  
GOAA = GREATER ORLANDO AVIATION AUTHORITY  
RR = RAILROAD  
LIMITED ACCESS RIGHT OF WAY LINE

ROBERT M. JONES, S.  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE No. 154201

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: 08/18/2010	DATE: 08/18/2010	
JOB No. 6374100467	SCALE: 1" = 200'	SHT. 1 OF 2

6374100167 - bosa.dwg

EXHIBIT 'A'

SKETCH OF DESCRIPTION

PARCEL: 803

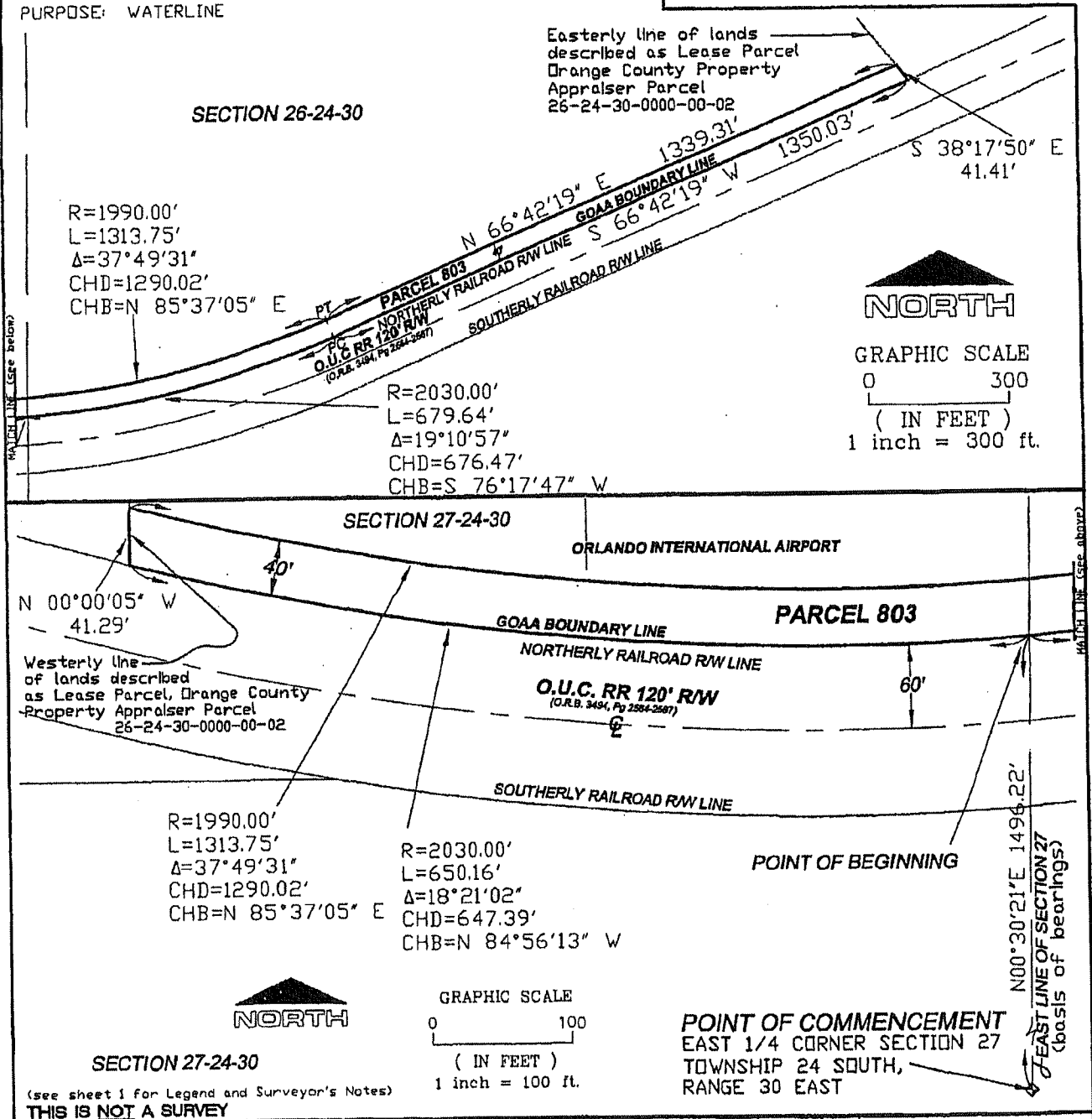
ESTATE: 40' PERPETUAL EASEMENT

PURPOSE: WATERLINE

Schedule "A"

SCHEDULE A

Page 2 of 2



PROJECT TITLE: ORANGE COUNTY UTILITIES ENGINEERING DIVISION  
SOUTHEAST SERVICE AREA  
WATERLINE  
LEGAL DESCRIPTION AND SKETCH



4150 North John Young Parkway  
ORLANDO, FL 32804-2620  
PHONE: (407) 522-7570  
FAX: (407) 522-7576

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: 08/18/2010	DATE: 08/18/2010	
JOB No. 6374100467	SCALE: 1"= 200'	SHT. 2 OF 2

Certificate of authorization number 1 R-0006969

6374100467 - case.dwg

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION**  
**PARCEL: 804**  
**ESTATE: PERPETUAL EASEMENT**  
**PURPOSE: WATER LINE**

**PARCEL 804 DESCRIPTION:**

A 40.00 feet wide parcel of land lying in Section 26, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of Section 26, Township 24 South, Range 30 East; thence run N 00°30'21" E, along the West line of said section, a distance of 1496.22 feet to a point on the Northerly right of way line of Orlando Utility Commission Railroad Right of Way, per Official Records Book 3494, Pages 2564-2567 of the Public Records of Orange County, Florida, said point lying on a non tangent curve concave to the north; thence along the arc of said curve, having a radius of 2030.00 feet, a central angle or delta of 19°10'57", a chord bearing N 76°17'47" E, a chord length of 676.47 feet, for a distance of 679.64 feet to a Point of Tangency; thence run N 66°42'19" E, a distance of 1350.03 feet to the easterly line of those lands described as a Lease Parcel and identified as Orange County Property Appraiser Parcel 26-24-30-0000-00-02 and the POINT OF BEGINNING; thence, departing said right of way line, run N 38°17'50" W, along said easterly line, a distance of 41.41 feet; thence run N 66°42'19" E, parallel with and 40.00 feet north, as measured at right angles, of said northerly right of way line, a distance of 1151.77 feet; thence run S 00°01'43" E, a distance of 43.54 feet to a point on said northerly right of way line, said point being S 66°42'19" W, a distance of 560.59 feet from the westerly line of those lands described in official records book 9552, pages 4293-4299 of said Public Records; thence along said northerly right of way line, run S 66°42'19" W, a distance of 1123.85 feet to the POINT OF BEGINNING.

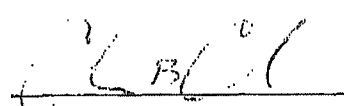
Containing 1.045 acres more or less.

**Surveyor's Notes:**


1. This Sketch of Description is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. This Sketch of Description has been prepared without the benefit of a title report or abstract and may not reflect all pertinent matters of record, such as easements, ownerships or other instruments of record. Ownership information shown hereon is based upon data provided by the Orange County Property Appraiser Office.
3. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983/1990, Adjustment, with the West line of Northwest 1/4 of Section 26, Township 24 South, Range 30 East as being N00°30'21"E.
4. The delineation of lands shown hereon is at the client's request
5. This Sketch of Description is certified to Orange County Utilities Engineering Division.

**LEGEND**

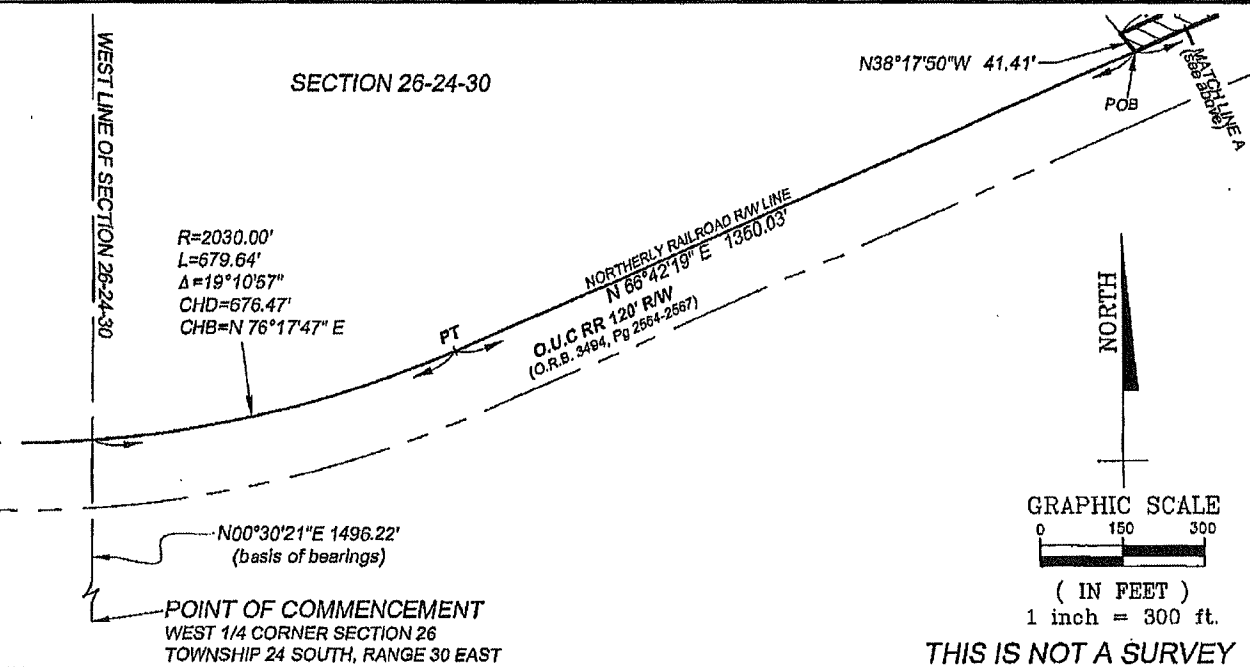
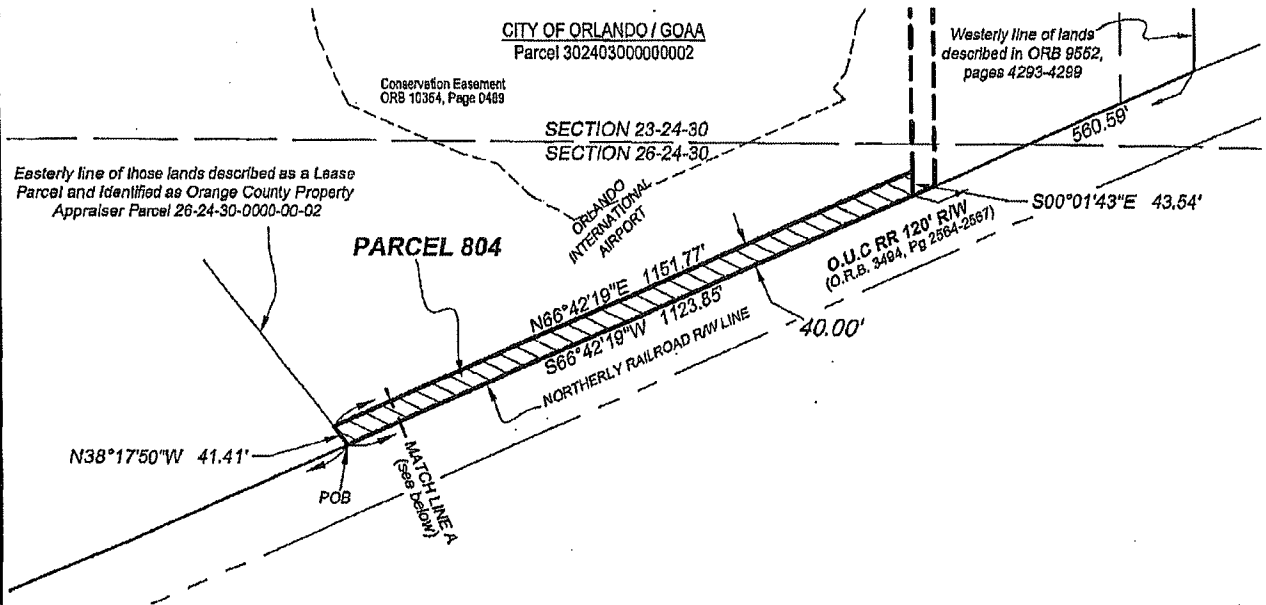
RW	= RIGHT OF WAY
PT	= POINT OF TANGENCY
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
O.R.B.	= OFFICIAL RECORDS BOOK
PG	= PAGE
27-24-30	= SECTION - TOWNSHIP - RANGE
R	= RADIUS
L	= LENGTH OF CURVE
Δ	= CENTRAL ANGLE / DELTA
CHO	= CHORD LENGTH
CHB	= CHORD BEARING
OUC	= ORLANDO UTILITIES COMMISSION
GOAA	= GREATER ORLANDO AVIATION AUTHORITY
RR	= RAILROAD

  
CHARLES B. GARDINER  
Florida Professional Surveyor and Mapper  
License No. LS 5046

**THIS IS NOT A SURVEY**

<b>PROJECT TITLE:</b> <b>SSA-ESA Water and Reclaimed Water Mains</b> <b>Sketch of Description</b> <b>Parcel 804 Easement</b>		<b>REVISION</b>		
		<b>DATE</b>	<b>BY</b>	<b>DESCRIPTION</b>
 <b>AMEC Environment &amp; Infrastructure, Inc.</b> 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Fax: (407) 522-7576 Certificate of Authorization Number LB-0007932		<b>DRAWN BY:</b> A.D.W.	<b>CHKD. BY:</b> C.B.G.	
		<b>DATE:</b> 01/15/2013	<b>DATE:</b> 01/15/2013	
		<b>JOB No.</b> 6374-14.0764	<b>SCALE:</b> N/A	<b>SHT.</b> 1 <b>OF</b> 2
		<b>DRAWING NAME:</b> OUC SSA ESA Water Mains.dwg		

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION**  
**PARCEL: 804**  
**ESTATE: PERPETUAL EASEMENT**  
**PURPOSE: WATER LINE**



PROJECT TITLE: **SSA-ESA Water and Reclaimed Water Mains**  
**Sketch of Description**  
**Parcel 804 Easement**



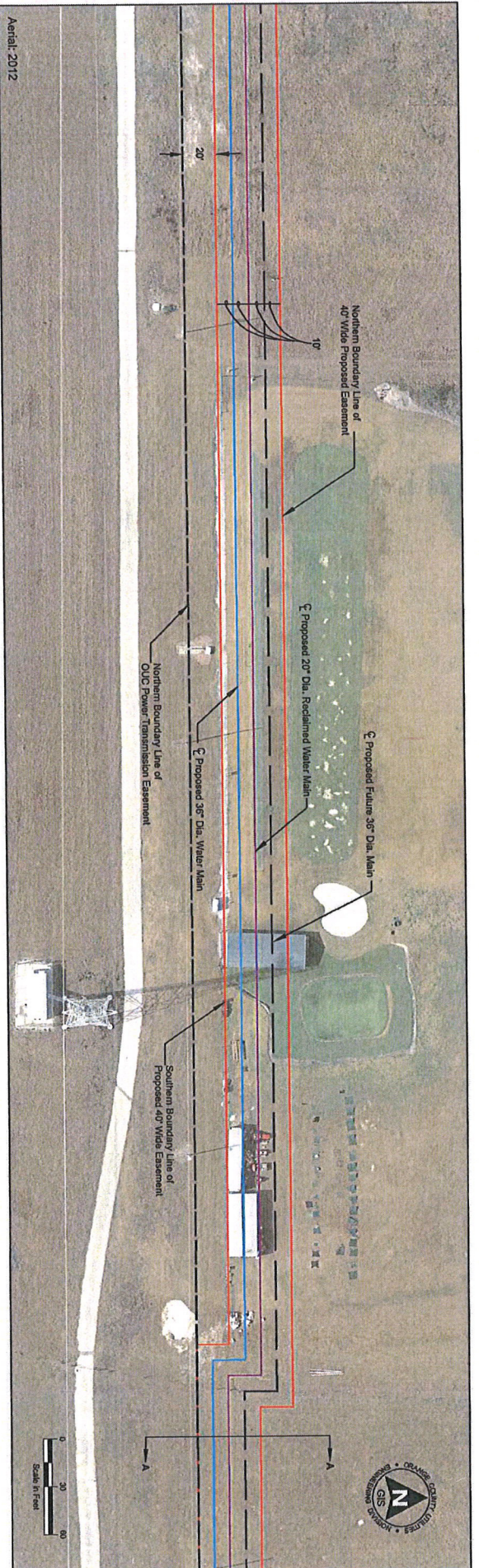
**AMEC Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570  
 Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

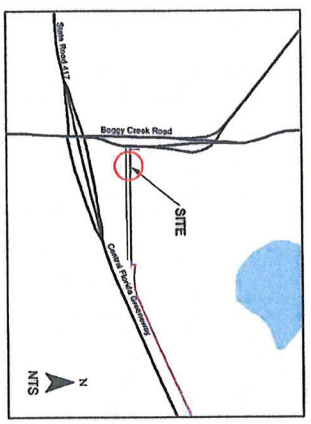
REVISION		
DATE	BY	DESCRIPTION
2/17/2016	MR	MODIFIED EASEMENT CONFIGURATION
DRAWN BY: <u>A.D.W.</u>		CHKD. BY: <u>C.B.G.</u>
DATE: <u>01/15/2013</u>		DATE: <u>01/15/2013</u>
JOB No.	SCALE:	SHT.
6374.14.0754	1" = 300'	2
OF		2
DRAWING NAME: OUC SSA ESA Water Mains.dwg		

\\03\\n\\2015\\06\\14\\1407\\54 - OCU SSA-ESA Parcels 804 812\\A\\OCU SSA Water Mains 2015\\06\\14\\1407\\54.dwg, 7/27/17 11:11:24 AM, JTW

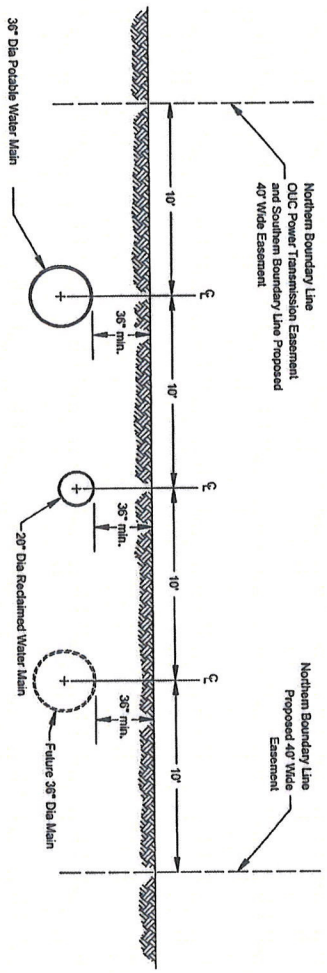




Aerial, 2012



LOCATION MAP



SECTION AA - TYPICAL CONSTRUCTION DETAIL.  
Lake Nona Land Co. Easement  
South Service Area / East Service Area 36" Water Main & 20" Reclaimed Water Main Project  
(Looking Westward)  
Scale: 1" = 5'

# Typical Construction Detail Lake Nona Land Co. Easement South Service Area / East Service Area 36" Water Main & 20" Reclaimed Water Main Project



January 24, 2013

tabbles

EXHIBIT

6

## EXHIBIT "A"

## Schedule "A"

SCHEDULE A  
Page 1 of 2

## LEGAL DESCRIPTION

PARCEL: 803

ESTATE: 40' PERPETUAL EASEMENT

PURPOSE: WATERLINE

A 40.00 feet wide parcel of land lying in Sections 26 and 27, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the east 1/4 corner of Section 27, Township 24 South, Range 30 East; thence run North 00°30'21" East, along the East line of said section, a distance of 1496.22 feet to a point on the northerly right of way line of Orlando Utility Commission Railroad Right of Way, per Official Records Book 3494, Pages 2564-2567 of the Public Records of Orange County, Florida for the Point of Beginning, said point lying on a non tangent curve concave to the north; thence along the arc of said curve, having a radius of 2030.00 feet, a central angle or delta of 18°21'02", a chord bearing North 84°56'13" West, a chord length of 647.39 feet, for a distance of 650.16 feet to the westerly line of those lands described as a Lease Parcel and identified as Orange County Property Appraiser Parcel 26-24-30-0000-00-02; thence departing said northerly right of way line, run North 00°00'05" West, along said westerly line, a distance of 41.29 feet to a point on a non tangent curve, concave to the north; thence along the arc of said curve, being parallel with and 40.00 feet north, by radial measure, of said northerly right of way line, having a radius of 1990.00 feet, a central angle or delta of 37°49'31", a chord bearing North 85°37'05" East, a chord length of 1290.02 feet, for a distance of 1313.75 feet to a Point of Tangency; thence North 66°42'19" East, continuing along a line parallel with and 40.00 feet north, as measured at right angles, to said northerly right of way line, a distance of 1339.31 feet to the easterly line of said Lease Parcel; thence South 38°17'50" East, along said easterly line, a distance of 41.41 feet to said northerly right of way line; thence along said northerly right of way line, run South 66°42'19" West, a distance of 1350.03 feet to a Point of Curvature of a curve concave to the north; thence along the arc of said curve, having a radius of 2030.00 feet, a central angle or delta of 19°10'57", a chord bearing South 76°17'47" West, a chord length of 676.47 feet, for a distance of 679.64 feet to the Point of Beginning. Containing 2.448 acres more or less.

SURVEYOR'S NOTES:

1. This legal description and sketch is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983/1990 adjustment with the east line of the Northeast 1/4 of Section 27, Township 24 South, Range 30 East as being North 00°30'21" East.
3. CERTIFIED TO: Orange County Utilities
4. Lands shown hereon were not abstracted for ownership, easements, rights-of-way, or other title matters by this firm. No abstract of title or title insurance commitment was provided. There may be additional title matters affecting this site that are not shown or noted on this SKETCH OF DESCRIPTION.
5. The location and configuration of the lands surveyed was determined by the client.

(see sheets 2 for Sketch)

**THIS IS NOT A SURVEY**

PROJECT TITLE: ORANGE COUNTY UTILITIES ENGINEERING DIVISION  
SOUTHEAST SERVICE AREA  
WATERLINE  
LEGAL DESCRIPTION AND SKETCH



4150 North John Young Parkway  
ORLANDO, FL 32804-2620  
PHONE: (407) 522-7570  
FAX: (407) 522-7576

Certificate of authorization number LB-0006969

LEGEND

R/V = RIGHT OF WAY  
PC = POINT OF CURVATURE  
PT = POINT OF TANGENCY  
P.O.B. = POINT OF BEGINNING  
(P) = PLAT  
SR = STATE ROAD  
P.B. = PLAT BOOK  
TWP. = TOWNSHIP  
RGE. = RANGE  
ORB = OFFICIAL RECORDS BOOK  
PG = PAGE  
27-24-30 = SECTION - TOWNSHIP - RANGE  
R = RADIUS  
L = LENGTH OF CURVE  
Δ = CENTRAL ANGLE OR DELTA  
CHD = CHORD LENGTH  
CHB = CHORD BEARING  
OUC = ORLANDO UTILITIES COMMISSION  
GOAA = GREATER ORLANDO AVIATION AUTHORITY  
RR = RAILROAD  
LIMITED ACCESS RIGHT OF WAY LINE

ROBERT M. JONES, S.  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE No. 15420

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: 08/18/2010	DATE: 08/18/2010	
JOB No. 6374100467	SCALE: 1" = 200'	SHT. 1 OF 2

8374100467 - b01a.dwg

EXHIBIT "A"

Schedule "A"

SKETCH OF DESCRIPTION

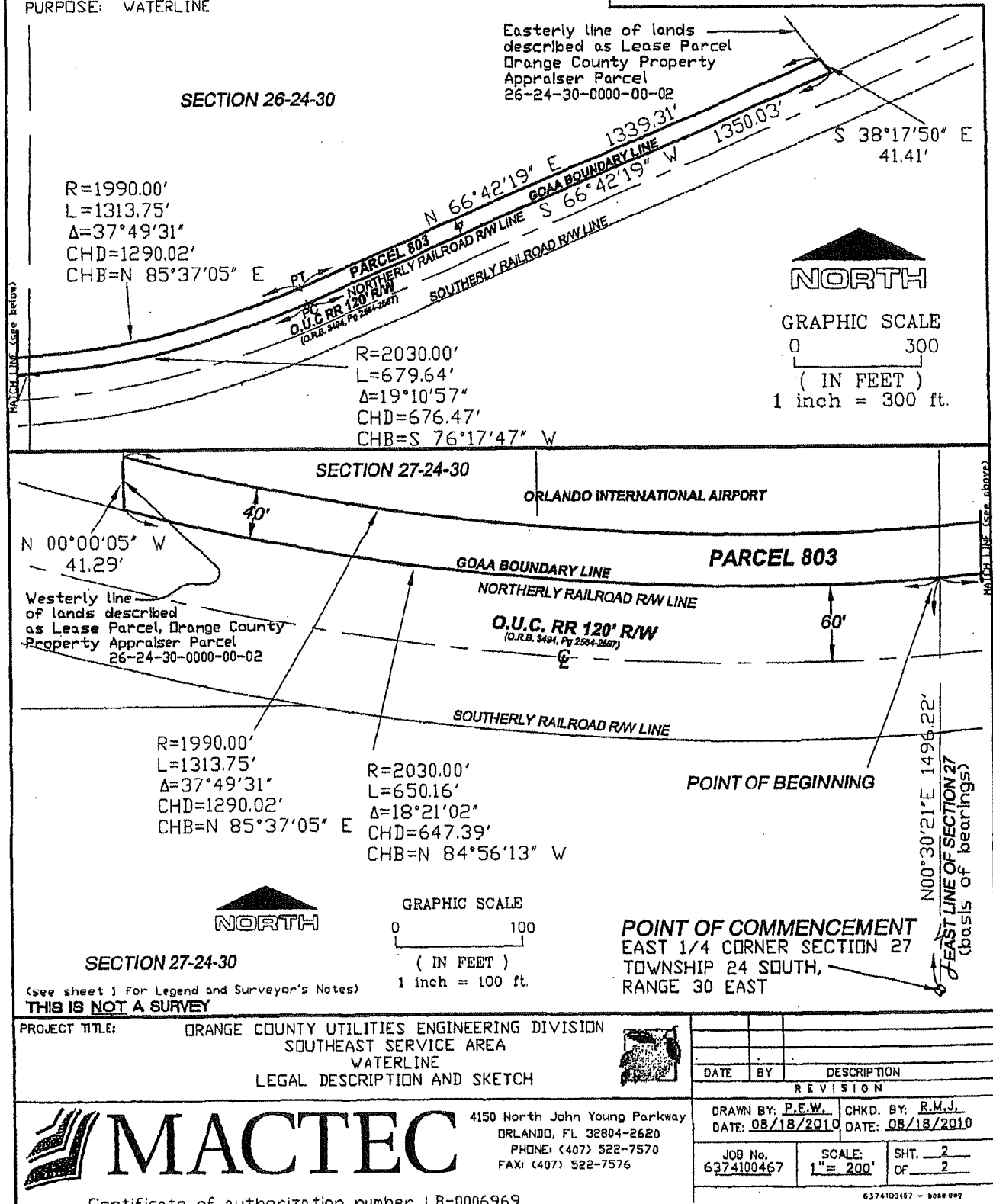
PARCEL: 803

ESTATE: 40' PERPETUAL EASEMENT

PURPOSE: WATERLINE

SCHEDULE A

Page 2 of 2





**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION**  
**PARCEL: 804**  
**ESTATE: PERPETUAL EASEMENT**  
**PURPOSE: WATER LINE**

**PARCEL 804 DESCRIPTION:**

A 40.00 feet wide parcel of land lying in Section 26, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of Section 26, Township 24 South, Range 30 East; thence run N 00°30'21" E, along the West line of said section, a distance of 1496.22 feet to a point on the Northerly right of way line of Orlando Utility Commission Railroad Right of Way, per Official Records Book 3494, Pages 2564-2567 of the Public Records of Orange County, Florida, said point lying on a non tangent curve concave to the north; thence along the arc of said curve, having a radius of 2030.00 feet, a central angle or delta of 19°10'57", a chord bearing N 76°17'47" E, a chord length of 676.47 feet, for a distance of 679.64 feet to a Point of Tangency; thence run N 66°42'19" E, a distance of 1350.03 feet to the easterly line of those lands described as a Lease Parcel and Identified as Orange County Property Appraiser Parcel 26-24-30-0000-00-02 and the POINT OF BEGINNING; thence, departing said right of way line, run N 38°17'50" W, along said easterly line, a distance of 41.41 feet; thence run N 66°42'19" E, parallel with and 40.00 feet north, as measured at right angles, of said northerly right of way line, a distance of 1151.77 feet; thence run S 00°01'43" E, a distance of 43.54 feet to a point on said northerly right of way line, said point being S 66°42'19" W, a distance of 560.59 feet from the westerly line of those lands described in official records book 9552, pages 4293-4299 of said Public Records; thence along said northerly right of way line, run S 66°42'19" W, a distance of 1123.85 feet to the POINT OF BEGINNING.


Containing 1.045 acres more or less.

**Surveyor's Notes:**

1. This Sketch of Description is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. This Sketch of Description has been prepared without the benefit of a title report or abstract and may not reflect all pertinent matters of record, such as easements, ownerships or other instruments of record. Ownership information shown hereon is based upon data provided by the Orange County Property Appraiser Office.
3. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983/1990, Adjustment, with the West line of Northwest 1/4 of Section 26, Township 24 South, Range 30 East as being N00°30'21"E.
4. The delineation of lands shown hereon is at the client's request
5. This Sketch of Description is certified to Orange County Utilities Engineering Division.

**LEGEND**

R/W	= RIGHT OF WAY
PT	= POINT OF TANGENCY
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
O.R.B.	= OFFICIAL RECORDS BOOK
PG	= PAGE
27-24-30	= SECTION - TOWNSHIP - RANGE
R	= RADIUS
L	= LENGTH OF CURVE
A	= CENTRAL ANGLE / DELTA
CHD	= CHORD LENGTH
CHB	= CHORD BEARING
OUC	= ORLANDO UTILITIES COMMISSION
GOAA	= GREATER ORLANDO AVIATION AUTHORITY
RR	= RAILROAD

  
**CHARLES B. GARDINER**  
Florida Professional Surveyor and Mapper  
License No. LS 5048

**THIS IS NOT A SURVEY**

**PROJECT TITLE:** **SSA-ESA Water and Reclaimed Water Mains**  
**Sketch of Description**  
**Parcel 804 Easement**

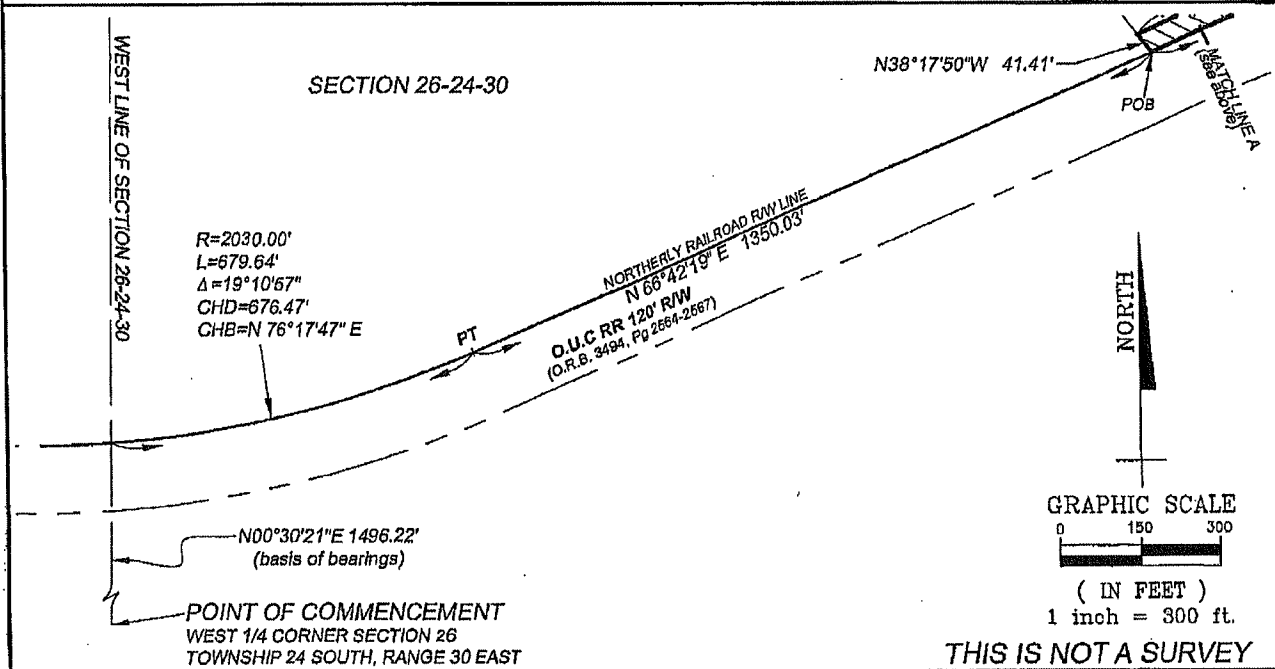
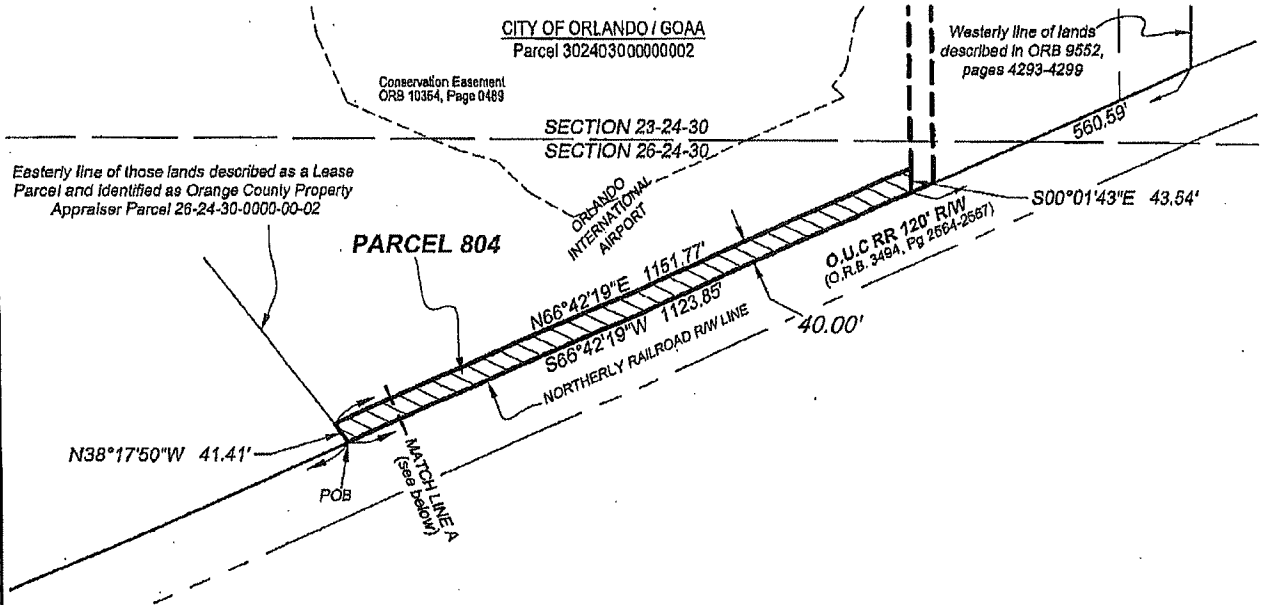


**AMEC Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

REVISION		
DATE	BY	DESCRIPTION
2/17/2015	MR	MODIFIED EASEMENT CONFIGURATION
DRAWN BY: <u>ADW</u>	CHKD. BY: <u>C.B.G.</u>	
DATE: <u>01/15/2013</u>	DATE: <u>01/15/2013</u>	
JOB No. <u>6374.14.0764</u>	SCALE: <u>N/A</u>	SHT. <u>1</u> OF <u>2</u>
DRAWING NAME: OUC SSA ESA Water Mains.dwg		

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION**  
**PARCEL: 804**  
**ESTATE: PERPETUAL EASEMENT**  
**PURPOSE: WATER LINE**



PROJECT TITLE: **SSA-ESA Water and Reclaimed Water Mains**  
**Sketch of Description**  
**Parcel 804 Easement**

REVISION		
DATE	BY	DESCRIPTION
2/17/2015	MR	MODIFIED EASEMENT CONFIGURATION



**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-0007832

DRAWN BY: <u>A.D.W.</u>	CHKD. BY: <u>C.B.G.</u>
DATE: <u>01/15/2013</u>	DATE: <u>01/15/2013</u>
JOB No. <u>6374.14.0754</u>	SCALE: <u>1" = 300'</u>
	SHT. <u>2</u> OF <u>2</u>

DRAWING NAME: OUC SSA ESA Water Mains.dwg

T:\6374\2014\6374.14\0754 - OUC SSA-ESA Parcel 804 Easement.dwg 2/17/2015 11:11:11 AM