This document was prepared by: Laura N. Kelly Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Project: SR 408, Project Section 3 and 253A Parcels 3-886, 3-890 and 253A-801

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter, the "Agreement") is made and entered as of the Effective Date (hereinafter defined), by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and the CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("City"). CFX and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access; and

WHEREAS, CFX is the fee simple owner of that certain real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively, the "**Property**"); and

WHEREAS, the City is responsible for providing pedestrian connectivity and recreational uses for the benefit of the general public;

WHEREAS, the City has requested from CFX, and CFX has agreed to grant to CITY, a multipurpose recreational access easement over, across and upon portions of the Property more particularly described in <u>Exhibit "B"</u> attached hereto and incorporated herein by reference ("Easement Area"); and

WHEREAS, CFX and CITY have agreed to the establishment of the easement as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

NOW THEREFORE, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to and with each other as follows:

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

2. <u>Easement</u>. CFX agrees to grant, bargain, sell, convey, and confirm unto City, and City agrees to accept from CFX, a non-exclusive, perpetual easement (collectively, "Easement") on, upon, under, over, across and through the Easement Area, for the purpose of providing multipurpose recreational ingress and egress across the Property to the general public, and construction, operation, maintenance,

repair and replacement of a multipurpose recreational path, Public Art (hereinafter defined), and related amenities in the Easement Area (collectively, the "**Improvements**"), subject to any and all applicable permits and other governmental requirements. City shall have all incidental rights reasonably necessary for the use and enjoyment of the Easement for its intended purposes, including, specifically, the right of entry onto the Easement Area for purposes of construction, maintenance, operation, repair, and replacement of the Improvements now or hereafter located within the Easement Area, provided; however, except as specifically set forth herein, this Easement shall not include the right of City to install additional improvements, structures, or facilities in the Easement Area without the express written consent of CFX.

3. <u>Construction of the Improvements</u>.

a. <u>Design of the Improvements</u>. The City shall, at its sole cost and expense, prepare any such plans, specifications, drawings, design support and any amendments thereto, and any other documentation reasonably required to specify the size, character and design of the equipment and system architecture required for the construction of the Improvements (collectively, the "Design Plans"). Prior to the commencement of construction on the Improvements, the City shall deliver to CFX all Design Plans for the Improvements for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. <u>Public Art</u>. As consideration for the grant of the Easement, City shall, at no cost or expense to CFX, design, permit, and construct a public art display, sculpture, exhibit, installation, or site-integrated aesthetic work recognizing and commemorating the partnership between CFX and the City in accordance with the requirements of the City's Public Art Advisory Board on one (1) or more of the parcels comprising the Easement Area ("Public Art"). Within thirty (30) days after the Effective Date of this Agreement, CFX may, at its option, notify the City, in writing, of its designation of a representative to work with the City's design consultant in developing a site plan for Public Art within the Easement Area. The site plan will then be presented to the City's Public Art Advisory Board as part of the City's Public Art approval process. Except as provided herein, the City makes no representation as to the final design of the Public Art that is approved by the Public Art Advisory Board or the City Council under Section 2.172, City Code. The Public Art shall prominently display the name of the "Central Florida Expressway Authority" as a partner in the Improvements. City shall complete the construction or installation of the Public Art within six (6) months after substantial completion of the Improvements.

c. <u>Permitting of the Improvements</u>. Prior to the commencement of construction on the Improvements, the City shall obtain any and all permits reasonably required by CFX or any other local governmental entity for the Improvements.

d. <u>Construction by the City</u>. The City, at the City's sole cost and expense, shall be responsible for the design, permitting, and construction of the Improvements over, across and within the Easement Area for purpose of providing multipurpose recreational access and use of the Improvements and Easement. Once construction has commenced on the Improvements, the City shall diligently and in good faith proceed with the construction of the Improvements in general accordance with the approved Design Plans. City shall take any and all action reasonably necessary to secure the Improvements during and after construction to ensure safety, welfare and wellbeing of the general public.

e. <u>Failure to Construct the Improvements</u>. In the event the City fails to construct the Improvements on or before two years from the Effective Date of this Agreement, this Agreement shall automatically terminate and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

4. <u>Maintenance of the Easement Area</u>. The City, at its sole cost and expense and without reimbursement from CFX, shall maintain and replace, to the extent necessary, the Easement Area and the Improvements in (i) a good state of repair and condition; and (ii) accordance with all applicable

governmental regulations. In the event the City disturbs or damages any areas within the Easement Area, the City shall, at its sole cost and expense, repair and replace any disturbed areas in the Easement Area to the reasonable satisfaction of CFX; provided, however, any such repair, replacement or maintenance shall be conducted by the City with first class materials, in a good and workmanlike manner, and in accordance with all rules, regulations and permitting requirements governing the repair, replacement, installation or construction of similar facilities on real property owned by CFX. Notwithstanding the terms of this Paragraph, the City is not responsible for the maintenance of improvements or utilities located within the Easement Area that are owned and/or operated by CFX or any entity other than the City.

5. **<u>Right of Relocation of Easement.</u>** CFX, at its expense, shall have the right from time to time to relocate or reconfigure all or any portion of the Easement Area and the Improvements located within the Easement Area as it deems necessary so long as such relocation or reconfiguration does not interfere with the operation and maintenance of the Improvements. During the term of this Agreement, the City hereby consents to any relocation or reconfiguration of the Easement Area and/or Improvements (either in whole or in part) proposed by CFX; provided that (i) the Easement Area and/or Improvements (or portions thereof), as so relocated or reconfigured, shall provide the City with substantially the same size, quality and capacity rights as existed prior to such relocation or reconfiguration; (ii) CFX shall pay for any expenses incurred in the relocation or reconfiguration of the Easement Area and/or Improvements (either in whole or in part) in compliance with all governmental permits, approvals, and (iii) CFX shall deliver to the City an amendment to this Agreement together with a legal description for the relocated Easement Area and/or Improvements (either in whole or in part), as applicable</u>.

6. <u>Non-Disturbance of Easement Rights</u>. Except as otherwise provided in this Agreement, the Parties hereto agree not to build, construct, or place any buildings, structures, barriers, and fill or other hindrances in the Easement Area other than the Improvements, and not to in any way use the Easement Area or materially modify or change the lands encumbered by the Easement in a manner that would disturb or interfere with the proper construction, operation, or maintenance of such Easement or the Improvements.

7. <u>Termination of Easement</u>. The City may, at its option, remove the materials comprising the Improvements installed and maintained by the City with one hundred eighty (180) days prior written notice to CFX, in which event, the City shall return the Easement Area to its original state as it existed prior to the construction of the Improvements and shall execute and record a written termination of easement in the Public Records of Orange County, Florida. In the event of damage to or destruction of all or a portion of the Easement Area due to such removal, City, at its sole cost and expense, shall return the Easement Area and replace any improvements located on the Easement Area to the condition as they existed immediately prior to such damage or destruction by CFX and to the reasonable satisfaction of CFX. If the Improvements are replaced, the provisions of this Agreement shall remain in full force and effect, including the City's obligation to maintain said Improvements.

8. <u>Compliance with all Legal Rules</u>. The City shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the federal government and its agencies, the State of Florida, and Orange County, unless otherwise agreed between City and CFX.

9. <u>As-Is Conveyance</u>. The City hereby agrees, acknowledges and understands that the Easement is being conveyed to the City "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the Effective Date, without any representations or warranties by CFX as to any condition of the Easement Area, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the Easement Area, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Easement Area, or the failure of the Easement Area to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage.

In the event that any hazardous substances are discovered on, at, or under the Easement Area, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the termination or expiration of this Agreement. City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the Easement Area "AS-IS, WHERE IS AND WITH ALL FAULTS" and that CFX has disclaimed herein any and all warranties, express or implied.

10. <u>Notices</u>. Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director
Copy to:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel
CITY:	CITY OF ORLANDO 400 South Orange Avenue Orlando, Florida 32801 Attention: Director of Transportation
Copy to:	CITY OF ORLANDO 400 South Orange Avenue Orlando, Florida 32801 Attention: Real Estate Manager

Other notices may be delivered by email to the CFX General Counsel or his designee and City's Real Estate Manager or designated representative or designee.

11. **Defaults and Remedies.** Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty (30) days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty (120) days ("Cure Period"). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and 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.

12. <u>General Provisions</u>. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the

terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon either Party unless such amendment is in writing and executed by the City and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The City and CFX do hereby agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at or prior to Closing. This Agreement shall be interpreted under the laws of the State of Florida. The City and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to "days" shall refer to calendar days.

13. <u>Effective Date.</u> The effective date of this Agreement shall be effective upon which the last of the Parties hereto executes this Agreement ("Effective Date").

14. <u>**Recording**</u>. City shall cause this Agreement to be recorded in the Public Records of Orange County, Florida.

15. <u>Waiver of Jury Trial</u>. CITY AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

16. <u>No Third-Party Benefits</u>. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

17. <u>Survival of Provisions</u>. All representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

18. <u>Severability</u>. If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

19. <u>Sovereign Immunity</u>. Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

"CITY"

CITY OF ORLANDO, a municipality duly enacted under the laws of the State of Florida

By:	
Print Name:	
Its:	
Date:	

ATTEST:

By:_____ Print Name:_____

Approved as to form and legality by legal counsel to the City of Orlando for its exclusive use and reliance.

By:	
Print Name:	
Its:	

STATE OF FLORIDA) COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as ______ of the City of Orlando, on behalf of the organization. She/he is personally known to me OR produced ______ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name:
Commission No.:
My Commission Expires:

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Signed, sealed, and delivered in the presence of:

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:____

Buddy Dyer, as Chairman

Signature

Signature

Print Name

Date:

Print Name

ATTEST:

Regla ("Mimi") Lamaute Recording Clerk

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this _____ day of ______, 2021 for its exclusive use and reliance.

By:

Diego "Woody" Rodriguez General Counsel

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of ______, 2021, by Buddy Dyer, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is personally known to me OR produced ______ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida	
Print Name:	
Commission No.:	
My Commission Expires:	

LIST OF EXHIBITS Exhibit "A" - Property Exhibit "B" - Legal Description of the Easement Area

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EXHIBIT "A" Property

PARCEL 3-286 REMAINDER

THAT PART OF LOT 12, BLOCK "A", WELLBORN C. PHILLIPS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 12, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 15 OF SAID BLOCK "A"; THENCE SOUTH 00°34'50" EAST ALONG THE EAST RIGHT OF WAY LINE OF WILTSHIRE ROAD, A DISTANCE OF 279.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°32'20" EAST, A DISTANCE OF 134.59 FEET TO THE EAST LINE OF LOT 12 OF SAID BLOCK "A"; THENCE SOUTH 00°31'56" EAST ALONG SAID EAST LINE, A DISTANCE OF 38.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 89°38'51" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 134.56 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 00°34'50" WEST ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 38.05 FEET THE POINT OF BEGINNING. CONTAINING 5138 SQUARE FEET, MORE OR LESS.

AND

PARCEL 3-290 REMAINDER

THAT PART OF LOT 4, BLOCK "A", WELLBORN C. PHILLIPS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 12, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK "A"; THENCE SOUTH 00°29'11" EAST ALONG THE WEST RIGHT OF WAY LINE OF PRIMROSE DRIVE, A DISTANCE OF 288.73 FEET TO THE POINT OF BEGINNING; SAID POINT BEING 42.04 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 4; THENCE CONTINUE SOUTH 00°29'11" EAST FOR 40.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE OF 134.55 FEET TO THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 134.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°31'56" WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 49.31 FEET; THENCE NORTH 89°32'20" EAST, A DISTANCE OF 124.59 FEET; THENCE SOUTH 45°28'21" EAST, A DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING. CONTAINING 6644 SQUARE FEET, MORE OR LESS.

AND

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH AND EAST OF STATE ROAD #15, THE EXTENSION OF ANDERSON STREET: BEGINNING 6 FEET NORTH AND 320 FEET EAST OF THE SOUTHWEST CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN THENCE NORTH 116 FEET, WEST 120 FEET, NORTH 10 FEET, EAST 460 FEET, SOUTH 126 FEET, WEST 340 FEET TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR ANDERSON STREET, AND LESS THE RIGHT-OF-WAY FOR S.R. 408.

Exhibit "B"

SURVEYOR'S REPORT:

- 1. This SKETCH OF DESCRIPTION has been prepared to show Existing parent tract remainder of certain Parcels related to Orlando East - West Expressway Right of Way Map Plans for Section 3, Dated 1973.
- 2. Bearings, shown hereon refer to the West line of Block "A" Wellborn C. Phillips Replat, Plat Book R, Page 12, Public Records of Orange County, Florida, South 00°34'50" East, assumed.
- 3. Distances shown hereon are GRID distances.
- 4. Dimensions are shown in United States standard survey feet and decimals thereof.
- 5. This Sketch does not determine ownership of the lands shown hereon.
- 6. This Sketch was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
- 7. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 8. Right of Way information shown hereon was determined from recorded plats, Right of Way Maps, and information obtained from the Orange County Property Appraisers web site.
- 9. Attention is directed to the fact that these Maps may have been altered in sizes by reproduction. This must be considered when obtaining scaled data.
- 10. This Sketch of Description or the copies thereof, are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
- 11. I hereby Certify that the "SKETCH OF DESCRIPTION" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 Requirements of Florida Administration Code. NOT VALID without sheets 1-5.

ABBREVIATIONS

RD. = ROAD
RNG = RANGE
S.R. = STATE ROAD
R/W = RIGHT OF WAY
STA. = STATION
TB = TANGENT BEARING
TWP = TOWNSHIP
OOCEA = ORLANDO - ORANGE COUNTY EXPRESSWAY
AUTHORITY SECTION 3 R/W MAP, DATED 1973
"NOW KNOWN AS CENTRAL FLORIDA EXPRESSWAY AUTHORITY"

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

DESCRIPTION	Date:			Certification Number
DESCRIFTION	February	02, 2021	MJS	LB2108
FOR	Job Number:	Scale:		<u> AUULIIEdSI II.</u>
	62779004	N/A		-Surveying/
City of Orlando, Florida, HDR Inc., Central Florida Expressway Authority	Administrative that a legal des	scription drawi otation that	ng	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	SHEET SEE SHEETS 2	1 OF 5 & 3 FOR SKE	гсн	MICHAEL L. DOUGHERTY REGISTERED LAND SURVEYOR Number 4841





DESCRIPTION:

THAT PART OF: LOTS 4 AND 12, BLOCK "A", WELLBORN C. PHILLIPS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 12, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of Lot 15, Block "A", WELLBORN C. PHILLIPS REPLAT, as described and recorded in Plat Book R, Page 12, Public Records of Orange County, Florida; thence run South 00 degrees 34 minutes 50 second East 279.37 feet along the West boundary of said Block "A" for the **POINT OF BEGINNING**, said Point of Beginning being a point on the existing Southerly Right of Way line for the Anderson Street Extension as shown on that certain Orlando - Orange County Expressway Authority (now known as the Central Florida Expressway Authority) Right - of - Way Plans for Section 3 City of Orlando & County of Orange, Dated February 1973; thence continue South 00 degrees 34 minutes 50 seconds East 7.75 feet along said West Boundary; thence North 89 degrees 18 minutes 03 seconds East 10.36 feet to the point of curvature of a curve concave Southwesterly, having a radius of 90.00 feet and a central angle of 32 degrees 06 minutes 26 seconds; run Southeasterly 50.43 feet along the arc of said curve having a chord bearing of South 74 degrees 38 minutes 44 seconds East to the point of reverse curvature of a curve concave Northerly, having a radius of 100.00 feet and a central angle of 56 degrees 20 minutes 39 seconds; run Easterly 98.34 feet along the arc of said curve having a chord bearing of South 86 degrees 45 minutes 51 seconds East to the point of reverse curvature of a curve concave Southwesterly, having a radius of 20.00 feet and a central angle of 76 degrees 56 minutes 27 seconds, run Southeasterly 26.86 feet along the arc of said curve having a chord bearing of South 76 degrees 27 minutes 56 seconds East to the point of reverse curvature of a curve concave Northwesterly, having a radius of 15.00 feet and a central angle of 129 degrees 42 minutes 34 seconds; run Northeasterly 33.96 feet along the arc of said curve having a chord bearing of North 77 degrees 09 minutes 00 seconds East to the end of said curve; thence South 77 degrees 42 minutes 41 seconds East 5.00 feet; thence North 27 degrees 45 minutes 16 seconds East 8.00 feet; thence North 62 degrees 14 minutes 44 seconds West 5.14 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 20.00 feet and a central angle of 50 degrees 14 minutes 57 seconds; thence from a tangent bearing of North 39 degrees 17 minutes 30 seconds East, run Easterly 17.54 feet along the arc of said curve having a chord bearing of North 64 degrees 24 minutes 59 seconds East to the end of said curve; thence North 89 degrees 32 minutes 26 seconds East 10.22 feet; thence South 00 degrees 27 minutes 34 seconds East 8.00 feet; thence North 89 degrees 32 minutes 26 seconds East 15.00 feet; thence North 00 degrees 27 minutes 34 seconds West 8.00 feet; North 89 degrees 32 minutes 26 seconds East 21.29 feet to a point on the East boundary of Lot 4, Block "A" as shown on the aforesaid WELLBORN C. PHILLIPS REPLAT, said point being North 00 degrees 29 minutes 11 seconds East 38.22 feet from the Southeast corner of said Lot 4, thence North 00 degrees 29 minutes 11 seconds West 1.96 feet along said East boundary to a point on the aforesaid existing

DESCRIPTION CONTINUED ON SHEET 5 OF 5

DESCRIPTION	Date: February 02, 2021 MJS		Certification Number LB2108
FOR	Job Number: 62779004	Scale: N/A	
City of Orlando, Florida, HDR Inc., Central Florida Expressway Authority	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350
Expressively Authority	SHEET 4 OF 5 SEE SHEETS 2 & 3 FOR SKETCH		(407) 292-8580 e-mail: info@southeasternsurveying.com

DESCRIPTION:

Southerly Right of Way line for the Anderson Street Extension; thence North 45 degrees 28 minutes 21 seconds West 14.15 feet along said existing Southerly Right of Way line; thence South 89 degrees 32 minutes 20 seconds West 40.41 feet along said existing Southerly Right of Way line; thence South 00 degrees 27 minutes 40 seconds East 1.96 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 160.00 feet and a central angle of 21 degrees 38 minutes 16 seconds; thence from a tangent bearing of South 89 degrees 32 minutes 22 seconds East, run Southwesterly 60.42 feet along the arc of said curve, having a chord bearing of South 78 degrees 43 minutes 14 seconds West to a point of reverse curvature of a curve concave Northeasterly, having a radius of 20.00 feet and a central angle of 73 degrees 39 minutes 24 seconds; thence run Northwesterly 25.71 feet along the arc of said curve having a chord bearing of North 75 degrees 16 minutes 12 seconds West to a point of reverse curvature of a curve concave Southwesterly, having a radius of 15.00 feet and a central angle of 102 degrees 52 minutes 04 seconds; thence Northwesterly 26.93 feet along the arc of said curve having a chord bearing of North 89 degrees 52 minutes 32 seconds West; thence North 66 degrees 45 minutes 46 seconds West 5.00 feet; thence South 27 degrees 43 minutes 48 seconds West 8.00 feet; thence South 66 degrees 28 minutes 52 seconds East 5.00 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 20.00 feet and a central angle of 75 degrees 33 minutes 50 seconds; thence from a tangent bearing of South 29 degrees 42 minutes 11 seconds West, run Southwesterly 26.38 feet along the arc of said curve having a chord bearing of South 67 degrees 29 minutes 06 seconds West to the beginning of a compound curve concave Northeasterly, having a radius of 90.00 feet and a central angle of 16 degrees 08 minutes 28 seconds; thence Northwesterly 25.35 feet along the arc of said curve having a chord bearing of North 66 degrees 39 minutes 45 seconds West to the point of reverse curvature of a curve concave Southwesterly, having a radius of 100.00 feet and a central angle of 19 degrees 33 minutes 46 seconds; thence Northwesterly 34.14 feet along the arc of said curve having a chord bearing of North 68 degrees 22 minutes 24 seconds West to a point on the aforesaid existing Southerly Right of Way line for the Anderson Street Extension; thence South 89 degrees 32 minutes 20 seconds West 32.07 feet along said existing Southerly Right of Way line to the Point of Beginning.

4537 Square feet more or less.

	Date:	Certification Number LB2108
DESCRIPTION	February 02, 2021 MJS	
FOR	Job Number: Scale:	
	62779004 N/A	
City of Orlando, Florida, HDR Inc., Central Florida Expressway Authority	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350
	SHEET 5 OF 5 SEE SHEETS 2 & 3 FOR SKETCH	(407) 292-8580 e-mail: info®southeasternsurveying.com

SURVEYOR'S REPORT:

- 1. This SKETCH OF DESCRIPTION has been prepared to show Existing parent tract remainder of certain Parcels related to Orlando East - West Expressway Right of Way Map Plans for Section 3, Dated 1973.
- 2. Bearings shown hereon refer to the West Boundary of BENTLEY'S SUBDIVISION, Plat Book S, Page 56, Public Records of Orange County, Florida, as being North 00°43'57" West, assumed.
- 3. Distances shown hereon are GRID distances.
- 4. Dimensions are shown in United States standard survey feet and decimals thereof.
- 5. This Sketch does not determine ownership of the lands shown hereon.
- 6. This Sketch was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
- 7. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 8. Right of Way information shown hereon was determined from recorded plats, Right of Way Maps, and information obtained from the Orange County Property Appraisers web site.
- 9. Attention is directed to the fact that these Maps may have been altered in sizes by reproduction. This must be considered when obtaining scaled data.
- 10. This Sketch of Description or the copies thereof, are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
- 11. I hereby Certify that the "SKETCH OF DESCRIPTION" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 Requirements of Florida Administration Code. NOT VALID without sheets 1-5.

	ABBREVIATIONS		
$\mathbf{Q} = \text{CENTERLINE}$	ADDICEVIATIONS	SEC	= SECTION
ID = IDENTIFICATION		RNG	= RANGE
L.A. = LIMITED ACCESS		R/W	= RIGHT OF WAY
(M) = MAP		STA.	= STATION
(P) = PLAT		TWP	= TOWNSHIP
P.B. = PLAT BOOK		O.R.B.	= OFFICIAL RECORDS BOOK
PG. = PAGE		OOCEA	= ORLANDO - ORANGE COUNTY EXPRESSWAY
REC. = RECOVERED			AUTHORITY SECTION 3 R/W MAP, DATED 1973
S.R. = STATE ROAD			"NOW KNOWN AS CENTRAL FLORIDA EXPRESSWAY AUTHORITY"

NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

DESCRIPTION	Date: February	02, 2021 MJS	Certification Number LB2108
FOR	Job Number: 62779003	Scale: N/A	Surveying
City of Orlando, Florida, HDR Inc., Central Florida Expressway Authority	Administrative that a legal des	-17, Florida Code requires scription drawing otation that A SURVEY.	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
		1 OF 5 & 3 FOR SKETCH	MICHAEL L. DOUGHERTY



SKETCH OF DESCRIPTION



DESCRIPTION:

THAT PART OF:

THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH AND EAST OF STATE ROAD #15, THE EXTENSION OF ANDERSON STREET: BEGINNING 6 FEET NORTH AND 320 FEET EAST OF THE SOUTHWEST CORNER OF THE N. 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN THENCE NORTH 116 FEET, WEST 120 FEET, NORTH 10 FEET, EAST 460 FEET, SOUTH 126 FEET, WEST 340 FEET TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA. LESS THE RIGHT-OF-WAY FOR ANDERSON STREET, AND LESS THE RIGHT-OF-WAY FOR STATE ROAD 408.

(The above described parcel of land being part of the lands described and recorded in Official Records Book 8431, Page 1260, Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a 1 $\frac{1}{2}$ " inch iron pipe with no identification at the Southwest corner of Lot 4, BENTLEY'S SUBDIVISION as described and recorded in Plat Book S, Page 56, Public Records of Orange County, Florida, thence run North 00 degrees 43 minutes 57 seconds West 270.65 feet along the West boundary of said BENTLEY'S SUBDIVISION to the Northwest corner thereof; thence continue North 00 degrees 43 minutes 57 seconds West 40.50 feet along the Northerly prolongation of said West boundary to a point on the South boundary of that certain parcel of land as described and recorded in Official Records Book 8431, Page 1260, Public Records of Orange County, Florida; thence North 89 degrees 25 minutes 46 seconds East 430.31 feet along said South boundary to a point on the existing Southerly Right of Way line for the Anderson Street Extension as shown on that certain Orlando - Orange County Expressway Authority (now known as the Central Florida Expressway Authority) Right - of - Way Plans for Section 3 City of Orlando & County of Orange, Dated February 1973, thence 89 degrees 25 minutes 46 seconds East 62.04 feet along said existing Southerly Right of Way Line and said South boundary for the POINT OF BEGINNING; said Point of Beginning being the Westerly edge of that certain existing concrete sidewalk being located in the Greenwood Urban Wetlands Park, City of Orlando, Florida; thence continue North 89 degrees 25 minutes 46 seconds East 6.00 feet along said existing Southerly Right of Way Line and said South boundary to the Easterly edge of said certain existing concrete sidewalk; thence run Northerly along said Easterly edge with the following seven courses and distances: thence North 21 degrees 04 minutes 56 seconds East 34.07 feet; thence North 33 degrees 43 minutes 51 seconds East 18.82 feet; thence North 43 degrees 05 minutes 02 seconds East 18.96 feet; thence North 44 degrees 37 minutes 30 seconds East 13.30 feet; thence North 28 degrees 55 minutes 48 seconds East 13.79 feet; thence North 22 degrees 00 minutes 20 seconds East

DESCRIPTION CONTINUED ON SHEET 5 OF 5

DESCRIPTION	Date: February	02, 2021 МЈЗ	Certification Number LB2108
FOR	Job Number: 62779003	Scale: N/A	
City of Orlando, Florida, HDR Inc., Central Florida Expressway Authority	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350
Expressively Authority	SHEET 4 OF 5 SEE SHEETS 2 & 3 FOR SKETCH		(407) 292–8580 e-mail: info®southeasternsurveying.com

DESCRIPTION:

8.80 feet; thence North 18 degrees 15 minutes 58 seconds East 8.77 feet; thence leaving said Easterly edge, run North 16 degrees 55 minutes 52 seconds West 2.45 feet to a point on the aforesaid existing Southerly Right of Way line; thence South 73 degrees 04 minutes 08 seconds West 7.11 feet along said existing southerly Right of Way line; thence South 16 degrees 55 minutes 52 seconds East 2.45 feet to a point on the edge of the aforesaid existing concrete sidewalk; thence run Southerly and Northerly along said edge of sidewalk with the following five courses and distances: South 22 degrees 55 minutes 32 seconds West 19.74 feet; thence South 42 degrees 29 minutes 51 seconds West 23.60 feet; thence South 79 degrees 21 minutes 43 seconds West 2.00 feet; thence North 23 degrees 29 minutes 21 seconds West 1.73 feet; thence North 10 degrees 42 minutes 13 seconds East 16.14 feet; thence North 01 degrees 08 minutes 09 seconds West 11.18 feet; thence leaving said edge of concrete sidewalk run thence North 16 degrees 55 minutes 52 seconds West 2.62 feet to a point on the aforesaid existing Southerly Right of Way line; thence South 73 degrees 04 minutes 08 seconds West 5.95 feet along said existing Southerly Right of Way line: thence South 16 degrees 55 minutes 52 seconds East 2.63 feet to a point on the aforesaid Westerly edge of the existing concrete sidewalk; thence run Southerly along said Westerly edge with the following four courses and distances: thence South 01 degrees 15 minutes 57 seconds East 7.23 feet; thence South 07 degrees 04 minutes 16 seconds West 10.22 feet; thence South 20 degrees 57 minutes 07 seconds West 22.66 feet; thence South 20 degrees 25 minutes 54 seconds West 53.01 feet to the Point of Beginning.

CONTAINING: 1017 Square feet, more or less.

DESCRIPTION	Date: February 02, 2021 MJS	Certification Number LB2108
FOR	Job Number: Scale: 62779003 N/A	
City of Orlando, Florida, HDR Inc., Central Florida Expressway Authority	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	SHEET 5 OF 5 SEE SHEETS 2 & 3 FOR SKETCH	