

This Instrument Prepared By:
Peter J. Fides, II, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Sixth Floor
Orlando, Florida 32801

Cross Reference: O. R. Book 5427, Page 189

(Space above reserved for recording Clerk's use)

**RECIPROCAL QUIT CLAIM DEED AND
FIRST AMENDMENT TO EASEMENT AGREEMENT**

THIS RECIPROCAL QUIT CLAIM DEED AND FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**Deed and Amendment**”), is made and executed by and between **LAKE HART STORAGE, LLC**, a Florida limited liability company (“**Lake Hart**”), whose address is 2281 Lee Road, Suite 204, Winter Park, Florida 32789, Attention: Mr. Stanley T. Pietkiewicz, and **CITY OF ORLANDO, FLORIDA**, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (“**City**”), whose address is One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, Attention: City Engineer. Lake Hart and City are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

A. By virtue of the Warranty Deed (Pond No. 1) dated January 28, 1998, and recorded March 4, 1998, in Official Records Book 5427, Page 156, of the Public Records of Orange County, Florida, Pamela Lee Wray, as Trustee, *et al.*, (collectively, “**Grantor**”) conveyed to City fee simple title in and to the real property described in the said Warranty Deed (“**Pond No. 1**”).

B. City has constructed a stormwater drainage pond within Pond No. 1 (the “**Pond**”).

C. Pond No. 1 includes the real property described on **Exhibit “A”** attached hereto (the “**City Quitclaim Parcel**”).

D. The City Quitclaim Parcel includes the real property described on **Exhibit “B”** attached hereto (the “**Lake Hart Pipeline Easement Area Extension Parcel**”).

E. By Easement Agreement (Pond No. 1) dated January 28, 1998, and recorded March 4, 1998, in Official Records Book 5427, Page 189, of the Public Records of Orange County, Florida (the “**Easement Agreement**”), Grantor conveyed to City an easement over, through and under the real properties described in the Easement Agreement (defined therein as the “**Easement Area**”) to construct, operate, maintain, and repair an underground stormwater pipeline and to provide an outfall area.

F. Lake Hart is the successor in title to Grantor as to the real property described in the Trustee's Deed from Daryl M. Carter, as Trustee of the Carter-Lake Hart Land Trust Dated February 12, 2001, to Lake Hart dated November 6, 2014 and recorded November 7, 2014, in Official Records Book 10832, Page 3485, of the Public Records of Orange County, Florida (the "**Lake Hart Overall Parcel**").

G. The Lake Hart Overall Parcel includes the Easement Area and the real property described on **Exhibit "C"** attached hereto (the "**Lake Hart Quitclaim Parcel**").

H. In the Easement Agreement, Grantor reserved, among other rights, the rights to further excavate, widen and/or expand the Pond and to relocate the Pond and the Easement Area.

I. Lake Hart has advised City that Lake Hart desires to further excavate, widen and expand the Pond and, in connection therewith, to relocate the Pond and the Easement Area.

J. The Parties desire to enter into this Deed and Amendment for the purpose of setting forth their grants and agreements in connection with the further excavation, widening and expansion of the Pond and the relocation of the Pond and the Easement Area and related amendments to the Easement Agreement.

CONVEYANCES, COVENANTS AND AGREEMENTS:

NOW, THEREFORE, for and in consideration of the conveyances, covenants and agreements set forth in this Deed and Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby convey, covenant and agree as follows:

1. Conveyances by City. City hereby remises, releases and quit claims unto Lake Hart all of City's right, title, interest, claim and demand in and to the City Quitclaim Parcel, to have and to hold the City Quitclaim Parcel, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all City's estate, right, title, interest, lien, equity and claim whatsoever, either in law or equity, to the only proper use, benefit and behoof of Lake Hart, its successors and assigns, forever; provided, however, that this conveyance is subject to the following limitations and reservation: (a) this conveyance does not include any estate, right, title, interest, lien, equity and claim in or to City's underground stormwater pipeline located within the City Quitclaim Parcel, (b) this conveyance does not include City's Easement over, through and under the Lake Hart Pipeline Easement Area Extension Parcel which is granted in Section 8(a) of this Deed and Amendment, (c) this conveyance does not include the Reserved Easement (as defined Section 2 below), and (d) this conveyance is made subject to the potential exercise by City of its right of reverter pursuant to Section 7 below.

City also hereby grants and conveys to Lake Hart, its successors and assigns, a temporary, non-exclusive easement over, through and under Pond No. 1 and the Lake Hart Quitclaim Parcel for the purpose of carrying out and performing the Work (as defined in Section 4 below) (the "**Work Easement**").

2. Reserved Easement. City hereby reserves from the conveyance in Section 1 a temporary, non-exclusive easement over, through and under the City Quitclaim Parcel for the

purpose of continuing to use the portion of the Pond and other existing drainage improvements located therein for stormwater drainage purposes until completion of the Work (the “**Reserved Easement**”). The Reserved Easement shall not preclude the Work, but the Work shall be performed in such manner as not to interfere unreasonably with City’s use of the Pond, as it may be further excavated, widened, expanded and/or relocated incidental to the Work, for drainage purposes.

3. Conveyance by Lake Hart. Lake Hart hereby remises, releases and quit claims unto City all of Lake Hart’s right, title, interest, claim and demand in and to the Lake Hart Quitclaim Parcel, to have and to hold the Lake Hart Quitclaim Parcel, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all Lake Hart’s estate, right, title, interest, lien, equity and claim whatsoever, either in law or equity, to the only proper use, benefit and behoof of City, its successors and assigns, forever; provided, however, that this conveyance is made subject to the potential automatic reversion to Lake Hart, its successors and assigns, of the title to the Lake Hart Quit Claim Parcel as provided in Section 6 below. Notwithstanding the nature of the conveyance, Lake Hart hereby represents and warrants that the title to the Lake Hart Quitclaim Parcel is marketable and free from liens, mortgages and encumbrances, except taxes and assessments accruing subsequent to December 31, 2014 and matters disclosed to, and acknowledged by, City, in writing prior to the Effective Date (as defined in Section 13) of this Deed and Amendment. Lake Hart shall pay any such taxes and assessments within thirty (30) days of the Effective Date of this Deed and Amendment.

4. Identification of the Work and the Plans. Prior to the Effective Date of this Deed and Amendment, Lake Hart submitted to City, and City approved, the plans for the further excavation, widening, expansion and relocation of the Pond and the relocation of the Easement Area (the “**Work**”) prepared by Poulos & Bennett, LLC (the “**Project Engineers**”), which plans are identified on Exhibit “D” attached hereto (the “**Plans**”). Lake Hart shall construct the Work in compliance with the Plans and the permits issued by the South Florida Water Management District (the “**District**”) and Orange County relating to the Work.

5. Schedule for the Work. The Work shall be commenced, if at all, within ten (10) years after the Effective Date of this Deed and Amendment (the “**Commencement Deadline**”). If and when the Work is commenced (as evidenced by relocation or removal of any substantial quantity of fill material within Pond No. 1 or the Lake Hart Quitclaim Parcel), the Work shall be completed within two (2) years after such commencement of the Work (the “**Completion Deadline**”), at Lake Hart’s expense and lien free. The Work shall be deemed conclusively to have been completed when (i) the District authorizes the permit issued by the District for the Work to be converted from the construction phase to the operation phase and (ii) Lake Hart’s engineer for the Work submits a certification to Lake Hart and City that the Work was completed in compliance with the Plans and the permits issued by the District and Orange County based on site observations by the engineer and signed and sealed “as-built” drawings prepared by the contractor’s surveyor (“**Completion**”). City may inspect the Work at any time upon three (3) days notice to Lake Hart. Lake Hart and the City agree to cooperate in good faith to resolve any issues arising during construction of the Work, particularly relating to compliance with the Plans and the permits issued by the District and Orange County relating to the Work.

6. Operation, Maintenance and Repair of the Pond and other Improvements. Commencing upon the start of the Work and continuing until Completion, Lake Hart shall be responsible for operating, maintaining and repairing the Pond and other Improvements (as defined in the Easement Agreement) located within the Lake Hart Pipeline Easement Area Extension Parcel, Pond No. 1, and the Lake Hart Quitclaim Parcel, as such Improvements may be relocated or modified by the Work. In the event that, at any time between the start of the Work and the Completion of the Work, Lake Hart fails to maintain the Pond and other Improvements in good condition and in accordance with applicable laws and regulations, the City may give Lake Hart written notice thereof and Lake Hart shall be obligated to conduct such maintenance and correct such deficiency within a reasonable period of time. In the event that, during the said period, Lake Hart fails to maintain the Pond and other Improvements and correct any such deficiency within a reasonable time after such written notice by the City, then the City shall have the right, but not the obligation, to correct any such deficiency and Lake Hart shall then reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the City upon the Lake Hart Overall Parcel. Such liens shall become effective upon the filing of a Claim of Lien by the City in the Official Records of Orange County, Florida and may be foreclosed in the manner as provided by Florida law. Commencing upon Completion of the Work, City shall be deemed automatically to re-assume responsibility for the operation, maintenance and repair of the Pond and other Improvements located within the Easement Area, the Lake Hart Pipeline Easement Area Extension Parcel, Pond No. 1 (excluding the City Quitclaim Parcel) and the Lake Hart Quitclaim Parcel, as modified by the Work.

7. Right of Reverter and Automatic Reversion. If the Work is not commenced on or before the Commencement Deadline, or if, after commencement of the Work, Completion of the Work does not occur on or before the Completion Deadline, City shall be entitled to notify Lake Hart, in writing delivered at any time after the Commencement Deadline (if the Work is not commenced before the Commencement Deadline) or after the Completion Deadline (if Completion of the Work does not occur on or before the Completion Deadline) of City's demand for commencement or Completion of the Work, as applicable ("**City's Demand**"). If Lake Hart fails to commence the Work (if the Work is not commenced before the Commencement Deadline) or if Lake Hart fails to bring the Work to Completion (if Completion of the Work does not occur on or before the Completion Deadline) within another ninety (90) days after receipt of City's Demand, then City may, but City shall not be obligated to, record in the Public Records of Orange County, Florida, a unilateral notice exercising City's right of reverter with respect to the conveyances of the City Quitclaim Parcel and the Work Easement to Lake Hart made pursuant to Section 1 above. No joinder or consent by Lake Hart shall be required for City to exercise its right of reverter pursuant to this Section 7. Within ninety (90) days of the City's recordation of the notice exercising the City's right of reverter, as described above, Lake Hart shall restore Pond 1, including the stormwater pipeline and outfall facilities currently located within the Easement Area, to their condition existing as of the Effective Date of this Deed and Amendment. Said restoration obligation shall include the restoration of full functional capacity of Pond 1. If Lake Hart fails to restore Pond 1 and the attendant stormwater and outfall facilities as described above, within said ninety (90) period, the City may, but is not obligated, to do so and in such case, Lake Hart shall reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full

amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the City upon the adjacent Lake Hart Overall Parcel. Such liens shall become effective upon the filing of a Claim of Lien by the City in the Official Records of Orange County, Florida and may be foreclosed in the manner as provided by Florida law. If City exercises its right of reverter as to the City Quitclaim Parcel and the Work Easement due to Lake Hart's failure to commence the Work or to bring the Work to Completion in a timely manner, then title to the Lake Hart Quitclaim Parcel shall revert automatically to Lake Hart, it being the intention of the Parties that City's exercise of its right of reverter shall have the effect of restoring the Parties to their respective positions before the conveyances pursuant to Sections 1 and 2 above. Unless City properly exercises its right of reverter, then, promptly after Completion of the Work, City shall execute and deliver to Lake Hart an instrument, in recordable form, in which City acknowledges Completion of the Work and releases and discharges City's right of reverter and the Reserved Easement pursuant to this Deed and Amendment (the "**City's Acknowledgment**"). The Work Easement shall also terminate automatically effective upon the recordation of the City's Acknowledgment.

8. Amendments to Easement Agreement. The following amendments are hereby made to the Easement Agreement in order to conform it to this Deed and Amendment:

(a) Lake Hart Pipeline Easement Area Extension Parcel. In order to extend the Easement Area through the City Quitclaim Parcel, Lake Hart hereby grants and conveys to City, its successors and assigns, forever, the right, privilege and easement to construct, operate, maintain, and repair an underground stormwater pipeline over, through and under the Lake Hart Pipeline Easement Area Extension Parcel, all upon and subject to the conditions, obligations and restrictions set forth with respect to the Easement Area as set forth in the Easement Agreement. Lake Hart represents and warrants that title to the easement hereby granted to City as to the Lake Hart Pipeline Easement Area Extension Parcel is marketable and free from liens, encumbrances and mortgages except taxes and assessments accruing subsequent to December 31, 2014 and those matters affecting the title to the City Quitclaim Parcel prior to the conveyance thereof by City to Lake Hart described in Section 1 of this Deed and Amendment.

(b) Outfall Easement. Upon the recordation of the City's Acknowledgment in the Orange County public records, City's Easement over the portion of the outfall area described in the Easement Agreement lying within the Lake Hart Quitclaim Parcel shall be deemed to merge with City's ownership of the Lake Hart Quitclaim Parcel.

9. Further Assurances. In addition to the obligations expressly required to be performed hereunder by each Party, each Party agrees to perform such other acts, and to execute, acknowledge and deliver such other documents as may be reasonably required to consummate the transactions contemplated by this Deed and Amendment.

10. Time of Essence. Time is of the essence in the performance of this Deed and Amendment.

11. Notices. Notices from either Party to the other Party in connection with this Deed and Amendment or the Easement Agreement shall be in writing and shall be sent or delivered by personal delivery, nationally-recognized commercial courier such as FedEx or UPS, or certified

United States Mail, return receipt requested, to the address of the addressee Party set forth in the preamble to this Deed and Amendment. Notices shall be effective upon actual receipt or upon refusal of delivery by the addressee, whichever first occurs. Either Party may change its address for notices by giving notice of such change in accordance with this Section 11.

12. Disputes. If any legal proceeding is instituted by either Party for the interpretation or enforcement of this Deed and Amendment, the substantially prevailing Party shall be entitled to recover all reasonable costs and expenses, including, but not limited to, attorneys' and paralegals' fees, incurred by it in connection with such proceeding, including, but not limited to, costs and fees incurred at trial, in mediation, in administrative proceedings, in bankruptcy proceedings, and on appeal.

13. Construction; Counterparts; Recordation; Headings; Exhibits; Recitals; When Effective. The Parties have participated fully in the negotiation and preparation of this Deed and Amendment. Accordingly, this Deed and Amendment shall not be more strictly construed against either Party. This Deed and Amendment may be executed in counterparts and all such counterparts together shall constitute one and the same agreement. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Deed and Amendment may be recorded by Lake Hart, at its expense, in the public records of Orange County, Florida. Section headings are inserted for convenience only and shall not affect the construction or interpretation of any provision of this Deed and Amendment. The foregoing Recitals and all exhibits referred to in this Deed and Amendment are incorporated into and made part of this Deed and Amendment as fully as if set forth verbatim herein. This Deed and Amendment shall take effect upon the execution hereof by both Parties (the "**Effective Date**").

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Party has caused this Deed and Amendment to be executed by its undersigned lawful representative, hereunto duly authorized, on the date set forth below.

WITNESSES:

Lake Hart:

LAKE HART STORAGE, LLC, a Florida
limited liability company

Signature of Witness #1

Printed Name:_____

By:_____

Name:_____

Title:_____

Date: _____, 2015

Signature of Witness #2

Printed Name:_____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____, of LAKE HART STORAGE, LLC, a Florida limited liability company, on behalf of said company. He [] is personally known to me or [] produced _____ as identification.

Affix Notary Stamp Below:

NOTARY PUBLIC

Printed Name:_____

My Commission Expires:_____

[The remainder of this page is blank. This Deed and Amendment continues on the next page.]

(MUNICIPAL SEAL)

Approved as to form and legality for the use
and reliance of the City of Orlando, Florida,
only.

By: _____
City Attorney

Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by _____, and _____, to me known as the
_____ and the _____, respectively, of the City of
Orlando, who acknowledged before me that they have executed the foregoing instrument for the
purposes therein expressed, and that they were duly authorized to do so.

Affix Notary Stamp Below:

City:

THE CITY OF ORLANDO, a municipal
corporation created and existing under and by
virtue of the laws of the State of Florida

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____ City Clerk

Date: _____, 2015

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

City Quitclaim Parcel

Legal Description

A portion of Section 17, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Northeast 1/4 of said Section 17; thence run S 89°43'48" E, along the north line thereof, a distance of 467.67 feet to a point on the south boundary line of Parcel 8C, an existing Orlando Utilities Commission Right-of-Way, as described and recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence run S 65°22'21" W, along said south boundary line, a distance of 2705.61 feet for the POINT OF BEGINNING; thence, departing said south boundary line, run S 24°37'39" E, a distance of 301.54 feet to a point on the boundary line of Pond 1, as described and recorded in Official Records Book 5427, Page 156, Public Records of Orange County, Florida; thence northwesterly, along the boundary line of said Pond 1, the following seven (7) courses and distances: run S 63°34'42" W, a distance of 0.89 feet to a point of curvature of a curve, concave northerly, having a radius of 50.00 feet and a central angle of 87°15'42"; thence run westerly, along the arc of said curve, a distance of 76.15 feet to the point of tangency thereof; thence run N 29°09'36" W, a distance of 54.11 feet to a point of curvature of a curve, concave southerly, having a radius of 50.00 feet and a central angle of 85°06'51"; thence run westerly, along the arc of said curve, a distance of 74.28 feet to the point of tangency thereof; thence run S 65°43'33" W, a distance of 19.15 feet to a point of curvature of a curve, concave northerly, having a radius of 50.00 feet and a central angle of 87°43'35"; thence run westerly, along the arc of said curve, a distance of 76.56 feet to the point of tangency thereof; thence run N 26°32'52" W, a distance of 107.17 feet to a point on the aforesaid south boundary line of Parcel 8C; thence run N 65°22'21" E, a distance of 178.51 feet to the POINT OF BEGINNING.

Containing 0.80 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Graphic scale exaggerated for clarity.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. — Official Records Book


SKETCH OF DESCRIPTION ONLY — NOT A SURVEY

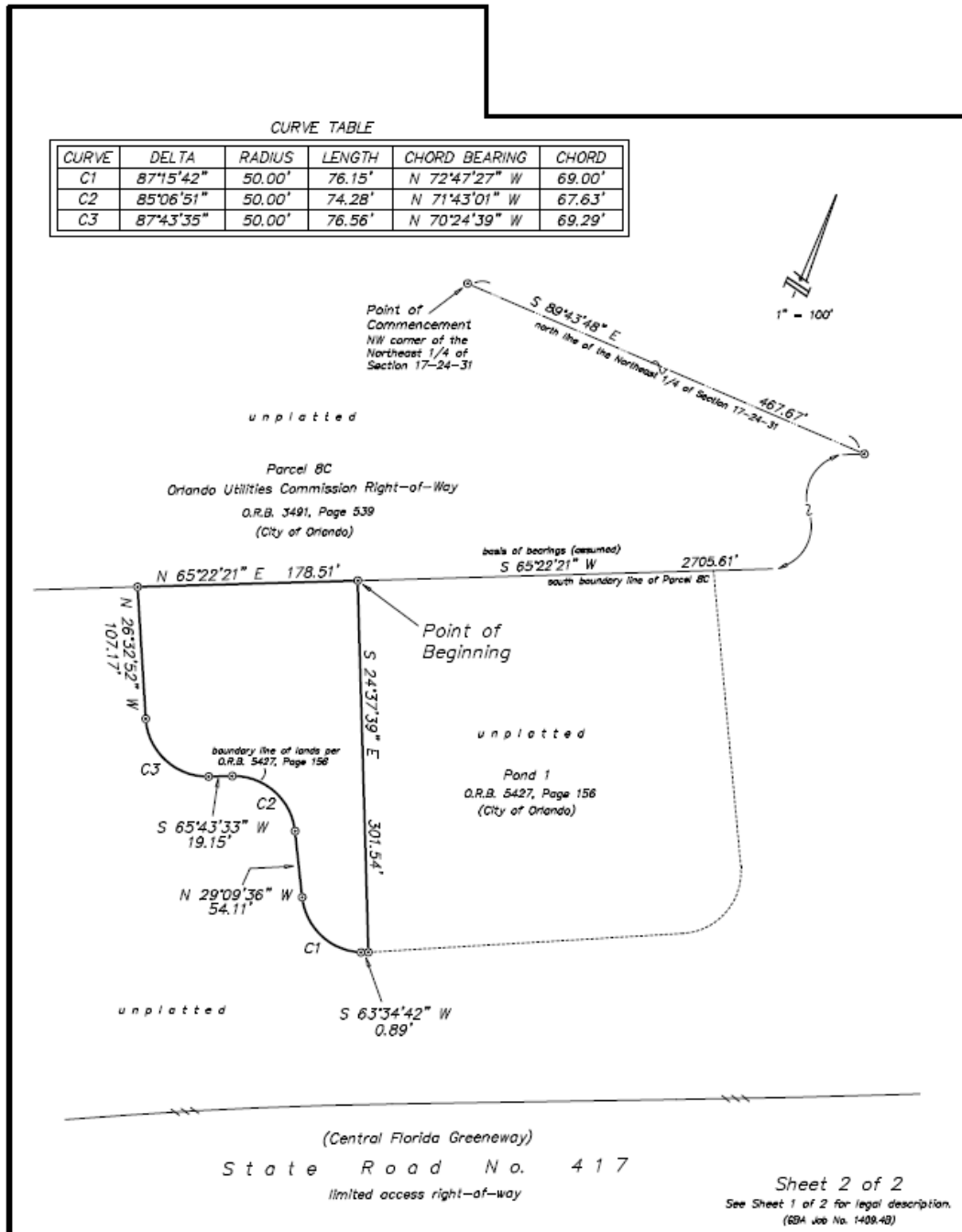
NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

Section 17, Township 24 South, Range 31 East
Orange County, Florida

PREPARED FOR:	<i>Titan Properties</i>	JOB NO.	1409.4B	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GBA LB No. 7184</small>
	GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers	SHEET	1 of 2	
		DATE	8/6/15	
		SCALE	As Noted	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		M. CLAYTON GANUNG F.S. FILE NO. 4338		



City's Tax Parcel Identification Number: 17-24-31-0000-00-034

EXHIBIT "B"

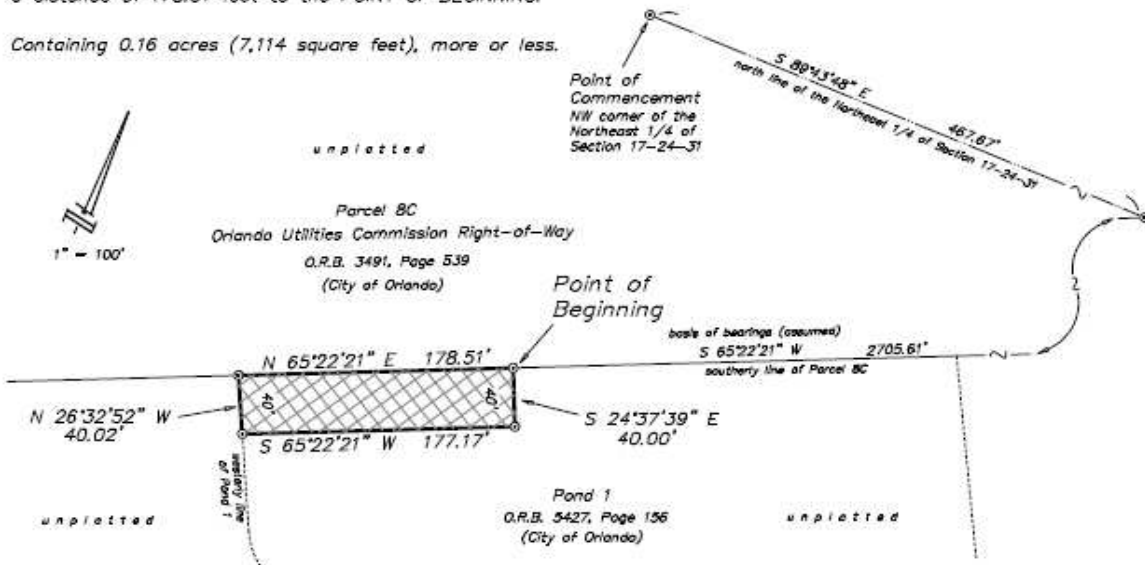
Lake Hart Pipeline Easement Area Extension Parcel

Legal Description

A portion of Section 17, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Northeast 1/4 of said Section 17; thence run S 89°43'48" E, along the north line thereof, a distance of 467.67 feet to a point on the southerly line of Parcel BC, an existing Orlando Utilities Commission Right-of-Way, as described and recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence run S 65°22'21" W, along said southerly line, a distance of 2705.61 feet for the POINT OF BEGINNING; thence, departing said southerly line, run S 24°37'39" E, a distance of 40.00 feet; thence run S 65°22'21" W, parallel with the southerly line of Parcel BC, a distance of 177.17 feet to a point on the westerly line of Pond 1, as described and recorded in Official Records Book 5427, Page 156, Public Records of Orange County, Florida; thence run N 26°32'52" W, along the westerly line of said Pond 1, a distance of 40.02 feet to a point on the aforesaid southerly line of Parcel BC; thence run N 65°22'21" E, along the southerly line thereof, a distance of 178.51 feet to the POINT OF BEGINNING.

Containing 0.16 acres (7,114 square feet), more or less.



Not a Boundary Survey.

The legal description was prepared by the Surveyor.

Graphic scale exaggerated for clarity.

O.R.B. — Official Records Book

SKETCH OF DESCRIPTION ONLY — NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description of land situated in

Section 17, Township 24 South, Range 31 East
Orange County, Florida

PREPARED FOR:	Titan Properties	JOB NO.	1409.6	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GSA LB No. 7184 R. CLAYTON GANUNG REG. P.L.S. NO. 1238
		SHEET	1 of 1	
		DATE	11/6/15	
		SCALE	As Noted	
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656				

EXHIBIT "C"

Lake Hart Quitclaim Parcel

Legal Description

A portion of Section 17, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Northeast 1/4 of said Section 17; thence run S 89°43'48" E, along the north line thereof, a distance of 467.67 feet to a point on the south boundary line of Parcel 8C, an existing Orlando Utilities Commission Right-of-Way, as described and recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence run S 65°22'21" W, along said south boundary line, a distance of 2399.29 feet for the POINT OF BEGINNING; thence, departing said south boundary line, run S 28°16'34" E, a distance of 239.66 feet; thence run S 24°36'04" E, a distance of 148.34 feet; thence run S 65°22'21" W, a distance of 321.51 feet; thence run N 24°37'39" W, a distance of 85.97 feet to a point on the boundary line of Pond 1, as described and recorded in Official Records Book 5427, Page 156, Public Records of Orange County, Florida; thence northeasterly, along the boundary line of said Pond 1, the following three (3) courses and distances: run N 63°34'42" E, a distance of 255.41 feet to a point of curvature of a curve, concave westerly, having a radius of 50.00 feet and a central angle of 91°51'16"; thence run northerly, along the arc of said curve, a distance of 80.16 feet to the point of tangency thereof; thence run N 28°16'34" W, a distance of 240.87 feet to a point on the aforesaid south boundary line of Parcel 8C; thence run N 65°22'21" E, along said south boundary line, a distance of 18.03 feet to the POINT OF BEGINNING.

Containing 0.80 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

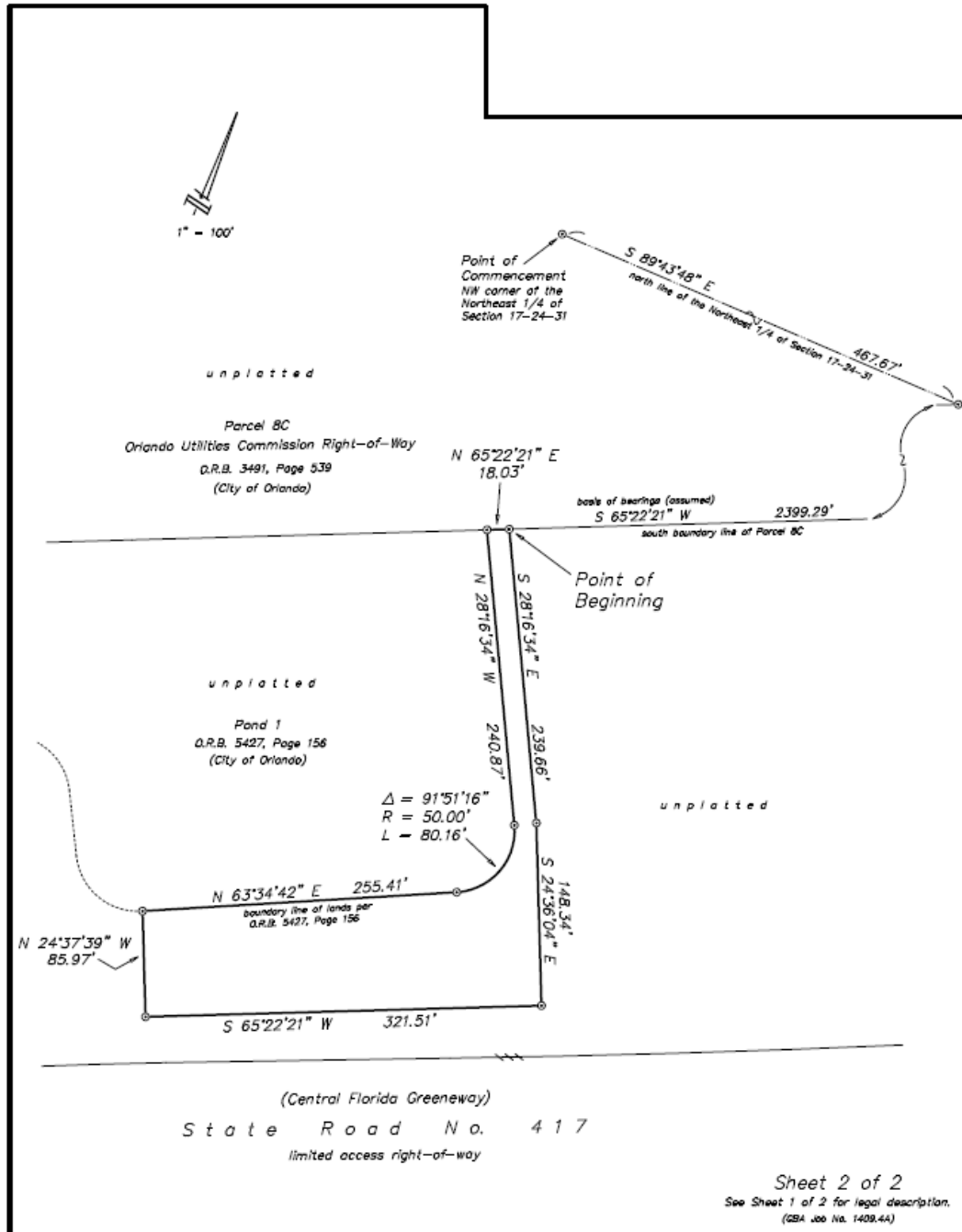
NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

Section 17, Township 24 South, Range 31 East
Orange County, Florida

PREPARED FOR: <i>Titan Properties</i>		JOB NO. 1409.4A	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL MAILED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNED PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY. GBA LB No. 7194</small>
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		SHEET 1 of 2	
		DATE 8/6/15	
		SCALE As Noted	
		R. CLAYTON GANUNG 6328	



Lake Hart's Tax Parcel Identification Number: 17-24-31-0000-00-001

EXHIBIT “D”

The Plans

Development Plans
for
LAKE HART STORAGE & NONA WASH FACILITY
Tract 6, Lake Hart PD
DP-15-02-039 [△]
Orange County, FL

Last revised _____, 2015