

This instrument prepared by:

Sarah R. Taitt, Esq.
Assistant City Attorney
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Orange County Parcel Identification Number:

09-23-30-0000-00-030

Space above reserved for use by records agency.

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter referred to as the “Declaration”) is made in the City of Orlando, County of Orange, State of Florida and is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly established, organized, and existing under, and by virtue of, the laws of the State of Florida (hereinafter “City” or “Grantor”), having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801, and the **STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION**, an executive department of the State of Florida, duly established, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at 3900 Commonwealth Blvd., Tallahassee, Florida 32399 (hereinafter referred to as the “Grantee”). Wherever used in this Declaration, the terms “Grantor” and “Grantee” include any and all successors and assigns of those entities.

WITNESSETH

A. Grantor is the owner of that real property situated in Orange County, Florida with an address of 4490 Dixie Belle Drive within the City limits of Orlando (also identified as Orange County Parcel No. 09-23-30-0000-00-030), shown on **Exhibit A**, hereafter known as the “Property” and more particularly described as follows:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (LESS THE WEST 137 FEET THEREOF) & THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (LESS THE WEST 137 FEET & THE SOUTH 630 FEET THEREOF), AND LESS THE RIGHT-OF-WAY FOR DIXIE BELLE DRIVE, OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, CONTAINING 36.4 ACRES MORE OR LESS.

Within the Property described above, the Grantor wishes to place a restrictive covenant as described herein on the following portion of the parcel (hereafter, the “Restricted Area.”), as shown on **Exhibit B**:

Commence at the Southeast corner of the subject property thence North 00° 00' 06" East along the East boundary line of subject property a distance 737.11 feet to a point on said East boundary; thence departing said East boundary North 89° 59' 44" West a distance of 15.05 feet to the Point of Beginning; thence from the Point of Beginning South 45° 17' 55" West a distance of 100.00 feet; thence North 44° 42' 05" West a distance of 340.00 feet; thence North 45° 17' 55" East a distance of 100.00 feet; thence South 44° 42' 05" East a distance of 340.00 feet to the Point of Beginning.

Containing 0.78 acres, more or less.

B. The Florida Department of Environmental Protection Facility Identification Number for the Property as of the date of this Declaration is COM_149179.

C. As of the date of this Declaration, the Restricted Area is a vacant undeveloped field which was previously subject to a recreational easement held by Orange County, but that easement was released in 2015.

D. A September 2, 2015 FDEP comment letter stated that based on its review of an August 18, 2015 "Natural Attenuation Monitoring Report/Site Rehabilitation Completion Order Report" prepared by PSI, that it concurred with PSI's conclusions and that the data included in the August 18, 2015 PSI report demonstrated that a Site Rehabilitation Completion Order with Conditions was feasible for site closure. The FDEP letter, and the PSI Report noted above, which are hereby incorporated by reference, set forth the nature and extent of the contamination described herein that is located on the Property within the Restricted Area. This Report confirms that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property within the Restricted Area. Also, this Report documents that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed ¼ acre, and that the groundwater contamination is not migrating.

E. It is the intent and purpose of the restrictions in this declaration to (1) reduce or eliminate risk to the environment caused by the Release, (2) reduce or eliminate risk to users and occupants of the Property caused by the Release, and (3) reduce or eliminate the risk that contaminants associated with the release migrate from the source area.

F. The Grantee has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter referred to as the "Order") upon the recording of this Declaration and upon the recording of the Declaration to be executed by Orange County on the adjoining contaminated property. The Grantee may unilaterally revoke the Order if the conditions contained in this Declaration or in the Order are not complied with. Additionally, in the event that concentrations of contaminants of concern associated with the Release increase above levels approved by the Order, or if a subsequent discharge occurs at the site, Grantee may require site rehabilitation to reduce concentrations of contamination to levels allowed by applicable rules. The Order relating

to Florida Department of Environmental Protection Facility COM_149179 can be found by contacting the FDEP Central District office.

G. Grantor deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Restricted Area of the Property as described above be held subject to certain restrictions all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the Grantee to issue the Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, Grantor hereby declares as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Declaration.

2. Grantor hereby impose on the Restricted Area of the Property the following restrictions and obligations:

- a. There shall be no use of groundwater from the Restricted Area.
- b. There shall be no drilling for groundwater in the Restricted Area.
- c. Wells may not be installed within the Restricted Area except for monitoring wells pre-approved in writing by Grantee's Division of Waste Management, in addition to any authorizations in writing required by the Division of Water Resource Management and the Water Management Districts.
- d. There shall be no stormwater swales, stormwater detention facilities, stormwater retention facilities, or ditches within the Restricted Area.
- e. Dewatering activities are prohibited within the Restricted Area unless a plan addressing the appropriate handling, treatment, and disposal of extracted groundwater is pre-approved by Grantee's Division of Waste Management.
- f. For any dewatering activities in the Restricted Area, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. For the purpose of monitoring the restrictions contained in this Declaration, Grantee or its respective successors and assigns are hereby granted a right of entry upon and shall have access to the Property at reasonable times and upon reasonable notice to Grantor and its successors and assigns.

4. It is the intention of Grantor that the restrictions contained in this Declaration touch and concern the Property, run with the land and with the title to the Property, and apply to and be binding upon and inure to the benefit of the Grantor and Grantee and their successors and assigns, and to any and all parties hereafter having any right, title, or interest in the Property or any part thereof. Grantee, its successors and assigns, may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate legal remedies. Any forbearance on behalf of Grantee in exercising its rights in the event of the failure of Grantor, its successors and assigns, to comply with the provisions of this Declaration shall not be deemed or construed as a waiver of Grantee's rights hereunder. This Declaration shall continue in perpetuity unless otherwise modified in writing by Grantor, their successors and assigns, and Grantee, its successors and assigns, as provided in paragraph 6 hereof. The restrictions and obligations contained in this Declaration may also be enforced in a court of proper jurisdiction by any other person, firm, corporation, or government agency that is substantially benefited by this Declaration. If the Grantor does not or will not be able to comply with any or all of the provisions of this Declaration, the Grantor shall notify the Grantee in writing within three (3) calendar days. Additionally, Grantor shall notify Grantee thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

5. In order to ensure the perpetual nature of the restrictions in this Declaration, Grantor, its successors and assigns, shall reference the restrictions contained in this Declaration in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, Grantor and its successors and assigns shall notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

6. This Declaration is binding until a Release of Covenant is executed by the FDEP Secretary (or designee) or its successor or assign, and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both Grantor and FDEP, or their successors and assigns, and be recorded by Grantor or its successors or assigns as an amendment hereto.

7. If any provision of this Declaration is held to be invalid by any court of proper jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Declaration. All such other provisions shall continue unimpaired and in full force and effect.

8. Grantor covenants and represents that on the date of execution of this Declaration that Grantor is seized of the Property and has good right to create, establish, and impose this restrictive covenant on the use of the Property. Grantor also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair Grantor's rights to impose the restrictive covenants described in this Declaration or that is superior to the restrictive covenant described in this Declaration.

[Remainder of this page intentionally left blank. Grantor's signature page to follow immediately hereafter.]

GRANTOR, CITY OF ORLANDO, FLORIDA, SIGNATURE PAGE

BY THE MAYOR OF THE CITY OF
ORLANDO, FLORIDA:

Mayor

Date

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

City Clerk

Print Name

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA:

Assistant City Attorney

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018
by Buddy Dyer and Denise Aldridge, the Mayor and City Clerk, respectively, of the City of
Orlando, Florida, who are both personally known to me.

Printed Name: _____

(Notary Seal) Notary Public, State of _____

Commission No. _____

My commission expires:

GRANTEE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
SIGNATURE PAGE

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 2018.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Austin Hofmeister
Petroleum Restoration Program
2600 Blair Stone Road, MS 4500
Tallahassee, FL 32399-2400

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Witness: _____ Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

FCIR 1/2" LB68

THE S1/2 OF NW1/4 OF SE1/4 (LESS W 137 FT THEREOF) & THE SW1/4 OF SE1/4 (LESS W 137 FT & S 630 FT THEREOF & LESS R/W) OF SEC 09-23-30.

ABBREVIATIONS LEGEND

ELEVATION/GROUND SHOT	P	WOOD POWER POLE
4.98	WV	WATER VALVE
SIGN	POC	POINT OF COMMENCEMENT
GUY ANCHOR	POB	POINT OF BEGINNING
(7)	(D)	DROPPED DESCRIPTION
INVERT	(M)	MISCELLANEOUS MEASURED
DROP BOX INLET	(C)	CALCULATED
YARD DRAIN		
MITERED END SECTION		
JUES		

NOTE: CLOUDED TEXT DENOTES AS-BUILT SURVEY DATA

Commence at the Southeast corner of the subject property, thence
North 00° 00' 06" East along the East boundary line of said subject property a distance 737.11 feet to a point on said East boundary, thence departing said East boundary North 89° 59' 44" West a distance of 15.05 feet to the Point of Beginning, thence from the Point of Beginning South 45° 17' 55" West a distance of 100.00 feet; thence North 44° 42' 05" East a distance of 340.00 feet; thence North 45° 17' 55" East a distance of 100.00 feet; thence South 44° 42' 05" East a distance of 340.00 feet to the Point of Beginning.

RESTRICTED AREA 2:

Commence at the Southeast corner of the subject property, thence South 00° 06' East along the East boundary, line of subject property a distance 489.15 feet to a point on said subject property, thence South 00° 06' East along the East boundary and the Point of Beginning; thence continue South 00° 06' East along said East boundary North 00° 06' East; a distance of 247.96 feet; thence South 89° 59' 54" East; a distance of 40.00 feet; thence South 00° 06' West; a distance of 247.96 feet; thence South 89° 59' 54" West; a distance of 40.00 feet to the Point of Beginning.

Containing 9,918 square feet, more or less.

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PROJECT NAME :	LAKE GEORGE CATTLE DIP VAT
CLIENT NAME :	PSI
CLIENT ADDRESS :	4490 Dixie Belle Dr
PROJECT LOCATION :	Orlando, FL

SFC.	9	TWP	23	S.	RNG	30	E.
------	---	-----	----	----	-----	----	----

DRAWN: DG
CHECKED: MP
CREW CHIEF: LP
SCALE: 1" = 30'
DATE: 8/1/2015



AMBIENT
Engineering & Surveying, LLC

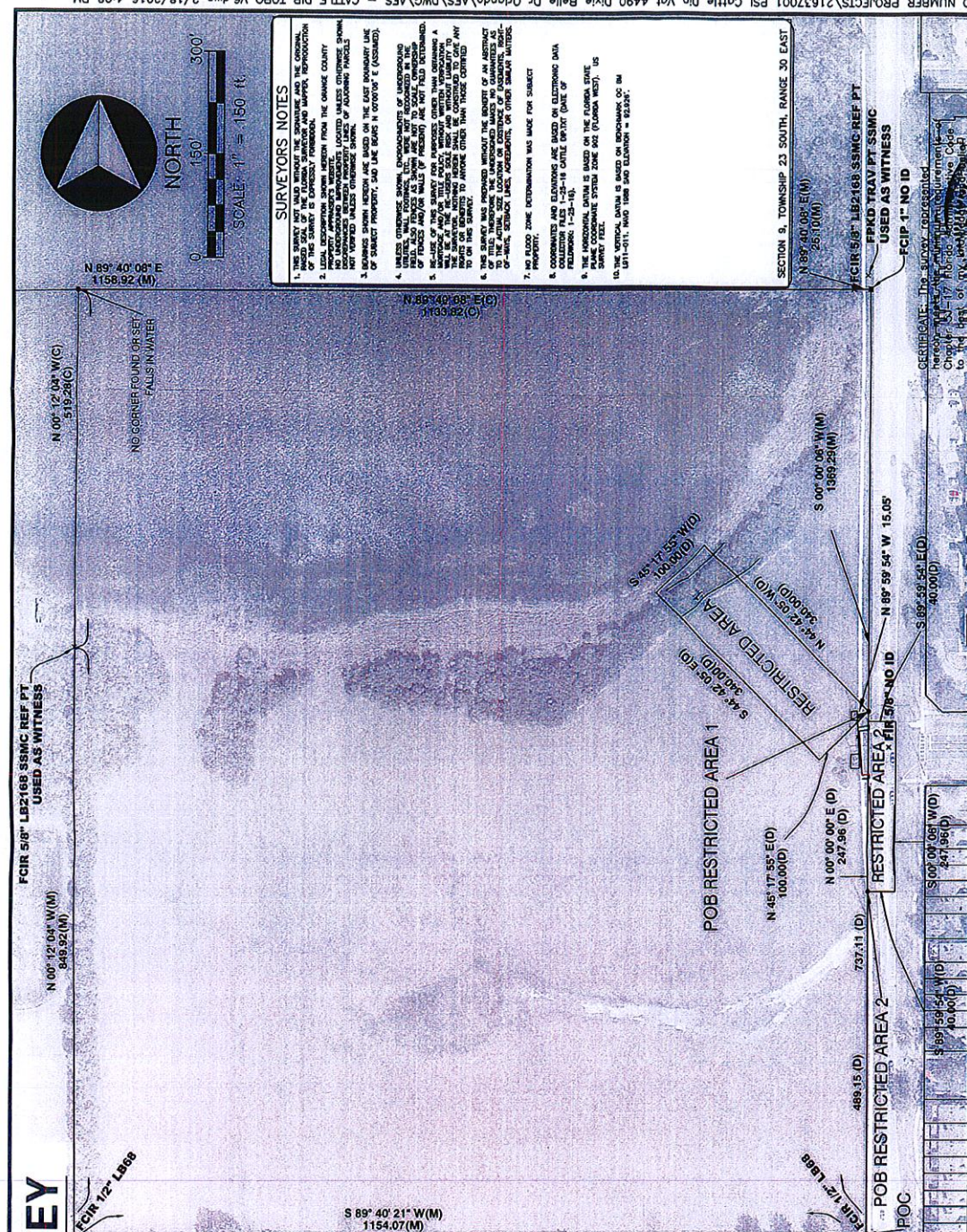
AES ENGINEERING AND SURVEYING
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DRILLING • GEOPHYSICS • ENERGY
4610 Central Avenue, St. Petersburg, Florida 33711
Tel: (727) 328-0268 • Fax: (727) 328-2477

Alvie Griffith

ALVIE GRIFFITH DATE _____

Florida Surveyor License No. 7908
SURVEY NOT VALID UNLESS IT IS
EMBOSSED WITH A SEAL OF THE STATE OF FLORIDA LICENSED SURVEY BUSINESS.

PAGE 7 OF 8



SURVEYORS NOTES

- [illegible]

SECTION 9, TOWNSHIP 23 SOUTH, RANGE 30 EAST

FCIR 5/8" LB2188 SSMC REF PT
X FPKD TRAV PT SSMC
USED AS WITNESS

CERTIFICATE: The survey represented a random sample of the municipality requirements of number 30-17 Florida Administrative Code, the best of my knowledge and belief.

TOPOGRAPHIC SURVEY

RESTRICTED AREA DESCRIPTION:

Commence at the Southwest corner of the subject property thence
 North 00° 00' 06" East along the East boundary line of subject property a distance 737.11 feet to a point on said East boundary; thence departing said East boundary North 89° 59' 44" West a distance of 15.05 feet to the Point of Beginning; thence from the Point of Beginning South 45° 17' 55" West a distance of 100.00 feet; thence North 44° 42' 05" West a distance of 340.00 feet; thence North 45° 17' 55" East a distance of 100.00 feet; thence South 44° 42' 05" East a distance of 340.00 feet to the Point of Beginning.

Containing 0.78 acres, more or less.

SURVEYOR'S NOTES:

- 1) Survey is not valid without the signature and original raised seal of the undersigned Surveyor & Mapper.
- 2) Coordinates and elevations are based on electronic data collector files 1-25-16 CATTLE DIP-DAT (DATE OF FIELDWORK: 1-25-16).
- 3) The horizontal datum is based on the Florida State Plane Coordinate System Zone 302 (Florida West). US Survey Feet.
- 4) The vertical datum is based on benchmark OC BM 1911-011. NAD 1988 said elevation = 32.526'.

S 45° 17' 55" W(D)
100.00(D)

ABBREVIATIONS LEGEND

GTI GRATE INLET
 DWY DRAINAGE
 YD YARD
 MES MITERED END SECTION
 MW MONITORING WELL
 PZ PIEZOMETER
 POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

N 00° 00' 06" E
737.11'

POC

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PROJECT NO. : 21637001
 CLIENT NAME : PSI
 CLIENT ADDRESS : 4490 Dixie Belle Dr
 PROJECT LOCATION : Orlando, FL
 SEC. 9 TWP. 23 S. RNG. 30 E.

DRAWN: DG
 CHECKED: MP
 CREW CHIEF: LP
 SCALE: 1" = 40'
 DATE: 2/26/2016



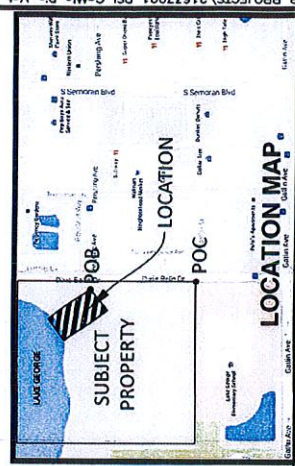
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 Engineering & Surveying, LLC
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 4610 Central Avenue, St. Petersburg, Florida 33711
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EXHIBIT
8

[Signature]
 DATE: 2-26-16
 6005
 SUBSCRIBED AND
 EMBOSSED
 FLORIDA LICENSE # 7718

DIXIE BELLE DRIVE



CERTIFICATE: The survey represented hereon meets the minimum requirements of Chapter 32 of the Florida Administrative Code to the best of my professional belief.

LAKE GEORGE



N 45° 17' 55" E(D)
100.00(D)

N 44° 42' 05" W(D)
340.00(D)

RESTRICTED AREA

N 89° 59' 44" W
15.05'