

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Kristen K. Idle, Esq.
Godbold, Downing, Bill & Rentz, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789

**DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT**

THIS DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made this 26th day of April, 2018 (the "Effective Date"), by and between AVATAR PROPERTIES, INC., a Florida corporation ("Parcel 1 Owner"), and MATTAMY ORLANDO LLC, a Delaware limited liability company ("Parcel 2 Owner").

RECITALS:

A. Parcel 1 Owner is the owner of a tract of land located in Lake County, Florida and legally described on Exhibit "A" attached hereto and incorporated herein ("Parcel 1").

B. Parcel 2 Owner is the owner of tracts of land contiguous to Parcel 1 and legally described on Exhibit "B" attached hereto and incorporated herein ("Parcel 2").

C. In connection with the future development and operation of Parcel 1 and Parcel 2 (each, a "Parcel" and, collectively, the "Property"), Parcel 1 Owner and Parcel 2 Owner (each, an "Owner" and collectively, the "Owners") desire to establish certain easements, rights, covenants and restrictions for the Property, as provided in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Grant of Drainage Easement. Parcel 2 Owner hereby grants, conveys and establishes in favor of Parcel 1 Owner, for the benefit of Parcel 1, a perpetual non-exclusive drainage easement (the "Drainage Easement") through, under, across and on that portion of Parcel 2 more particularly described and depicted on Exhibit "C" attached hereto and incorporated herein ("Drainage Easement Area"), for the purpose of conveyance of surface water and stormwater from Parcel 1 to the pond located within the Drainage Easement Area in accordance with St. Johns River Water Management District permit number 146214-1 ("WMD Permit"),

together with the right to maintain the drainage improvements (the “**Drainage Improvements**”) located thereon. Parcel 2 Owner acknowledges that the Grant of Non-Exclusive Temporary Drainage Easement and Temporary Construction Easement recorded February 6, 2017 in Official Records Book 4898, Page 1439 (“**Temporary Drainage Easement**”) grants certain property owned by Clermont Storage Center, LLC more particularly described in the Temporary Drainage Easement (“**Clermont Storage Parcel**”) the right to drain surface and stormwater onto a portion of Parcel 1. The Temporary Drainage Easement grants Parcel 1 Owner the unilateral right to relocate the drainage easement area set forth in the Temporary Drainage Easement (“**Temporary Easement Area**”). Parcel 2 Owner acknowledges and agrees that Parcel 1 Owner may amend the Temporary Drainage Easement to terminate the Temporary Drainage Easement as to the Temporary Easement Area and to allow conveyance of surface and stormwater from the Clermont Storage Parcel, across Parcel 1, and into the Drainage Easement Area, utilizing the Drainage Improvements, and Parcel 2 Owner shall join in any such amendment as needed to document Clermont Storage Parcel’s rights to utilize the Drainage Easement Area and Drainage Improvements.

3. Grant of Temporary Construction Easement.

- (a) Temporary Construction Easement. Parcel 2 Owner hereby grants to Parcel 1 Owner a non-exclusive temporary construction easement (the “**Temporary Construction Easement**”) on, over, under and through that portion of Parcel 2 described on Exhibit “D” attached hereto and incorporated herein (the “**Temporary Construction Easement Area**”), for Parcel 1 Owner to construct and install the Drainage Improvements at Parcel 1 Owner’s sole cost and expense. Parcel 1 Owner shall construct the Drainage Improvements in accordance with the requirements of the WMD Permit. The Temporary Construction Easement created and established by this Section shall become effective on the Effective Date, and shall automatically terminate, without the necessity of Parcel 2 Owner obtaining a release from Parcel 1 Owner on the earlier to occur of: (i) within ten (10) days after issuance by the applicable governmental entity of a certificate of completion (or equivalent) for the Drainage Improvements, or (ii) November 30, 2019 (the “**Construction Easement Termination Date**”). Upon completion of construction and installation permitted pursuant to the Temporary Construction Easement, Parcel 1 Owner shall promptly restore the disturbed areas to as good or better than the condition which existing prior to such installation, including without limitation, grading the disturbed areas of the Parcel 2 Property so as to be uniform in appearance with the adjacent areas.
- (b) Construction Liens. Parcel 1 Owner shall not encumber any portion of Parcel 2 with any liens arising from the construction or installation of the Drainage Improvements. If Parcel 1 Owner causes or allows any lien to be placed on Parcel 2, and thereafter fails to pay and remove, or bond over, the same within ten (10) days of notice that said lien has been filed, then Parcel 2 Owner, at its election, may pay and satisfy the same, or transfer the same to other security, and in such event Parcel 1 Owner shall reimburse Parcel 2 Owner any sums so paid, including interest at the highest rate allowed by Florida law accruing from the date of payment by Parcel 2 Owner of the lien amount and including all reasonable costs and expenses incurred by Parcel 2

Owner in connection therewith, including attorneys' fees. The obligations set forth in this Section 3(b) shall survive termination of this Agreement.

- (c) Construction Indemnities. Parcel 1 Owner covenants and agrees to indemnify, defend and hold harmless Parcel 2 Owner from and against all claims and all costs, losses, damages, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any mechanic's liens; or other claims regarding materials supplied or work performed, or the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or to the property of any person, as shall occur by reason of the performance of any construction by or at the request of Parcel 1 Owner. The obligations set forth in this Section 3(c) shall survive termination of this Agreement.

4. Maintenance of Drainage Improvements. Parcel 2 Owner (or the Mattamy HOA if the Mattamy HOA executes the Parcel 2 Assignment Document) shall maintain and repair the pond located within the Drainage Easement Area at its sole cost and expense. Parcel 1 Owner (or the Avatar HOA if the Avatar HOA executes the Parcel 1 Assignment Document) shall maintain and repair the Drainage Improvements at its sole cost and expense, until such time as Parcel 2 is developed (as evidenced by the recording of a plat), at which point Parcel 2 Owner (or the Mattamy HOA if the Mattamy HOA executes the Parcel 2 Assignment Document) shall maintain and repair the Drainage Improvements at its sole cost and expense.

5. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), sent by electronic mail with confirmation of receipt, or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Parcel 1 Owner: Avatar Properties Inc.
2420 S. Lakemont Ave., Suite 450
Orlando, FL 32814
Attention: Ken Thirtyacre
Email: k.thirtyacre@avhomesinc.com

with copy to: AV Homes, Inc.
8601 N. Scottsdale Road, Suite 225
Scottsdale, Arizona 85253
Attn: Gary Shullaw, Esq.
Email: g.shullaw@avhomesinc.com

with copy to: Holland & Knight
200 South Orange Avenue, Suite 2600
Orlando, FL 32801
Attn: Dustin P. Stevens
Email: dustin.stevens@hklaw.com

If to Parcel 2 Owner:

Mattamy Orlando LLC
1900 Summit Tower Blvd., Suite 500
Orlando, FL 32810
Attention: Alex Martin
Alex.martin@mattamycorp.com

Mattamy Orlando LLC
4901 Vineland Road, Suite 450
Orlando, FL 32811
Attention: Leslie C. Candes
leslie.candes@mattamycorp.com

Godbold, Downing, Bill & Rentz, P.A.
Attn: Grant T. Downing
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789
E-Mail: gdowning@gdb-law.com

or to such other address as shall, from time to time, be supplied in writing by such party. Any such notice shall be deemed given upon the earlier of receipt by the addressees if transmitted by electronic mail or hand delivered (or attempted delivery is refused by the intended recipient thereof), on the next business day after deposit with a recognized overnight courier.

6. Indemnification. Parcel 1 Owner shall indemnify and hold harmless Parcel 2 Owner from and against all claims or judgments arising from the use of the Drainage Easement Area by Parcel 1 Owner, its agents and the Avatar HOA, except to the extent such claims or judgments result from the negligence or willful misconduct of Parcel 2 Owner or its agents, contractors and consultants.

7. Assignment. The rights granted to or imposed upon any party pursuant to this Agreement shall not be assigned by such party, except as follows:

- a. Parcel 1 Owner may assign by written instrument (the "**Parcel 1 Assignment Document**") Parcel 1 Owner's rights and obligations hereunder to a homeowner's association formed in connection with Parcel 1 Owner's development of Parcel 1 (the "**Avatar HOA**"), so long as such homeowner's association assumes the Parcel 1 Owner's rights and obligations in this Agreement in the Parcel 1 Assignment Document, and a fully executed copy of the assignment and assumption is provided to the Parcel 2 Owner.
- b. Parcel 2 Owner may assign by written instrument (the "**Parcel 2 Assignment Document**") Parcel 2 Owner's rights and obligations hereunder to a homeowner's association formed in connection with Parcel 2 Owner's development of Parcel 2 (the "**Mattamy HOA**"), so long as such homeowner's association assumes the Parcel 2 Owner's rights and obligations in this Agreement in the Parcel 2 Assignment Document, and a fully executed copy of the assignment and

assumption is provided to the Parcel 1 Owner.

8. Insurance. During any period that Parcel 2 Owner or its permitted assign is prosecuting any construction, maintenance, repair or replacement activities required or permitted under this Agreement, Parcel 2 Owner or its permitted assign will maintain or cause to be maintained commercial general liability insurance with respect to its activities with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising from such Owner's actions and for property damage arising out of any occurrence, and Parcel 2 Owner (or the then current owner, if Parcel 2 Owner no longer owns the Drainage Easement Area and/or Temporary Construction Easement Area) shall be an additional insured under such policy. Parcel 1 Owner shall further maintain adequate worker's compensation insurance at all times during construction activities in the minimum statutory limits required by the state in which the Property is located. All insurance will be procured from a company licensed in the state in which Property is located and will be rated by Best's Insurance Reports not less than A-/VIII. Such insurance will provide that it will not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, Parcel 1 Owner shall provide a certificate via standard Acord form, or access to a web-based memorandum of insurance, to the Parcel 2 Owner (or the then current owner, if Parcel 2 Owner no longer owns the Drainage Easement Area and/or Temporary Construction Easement Area).

9. Remedies. If an Owner commits a default under this Agreement, following prior, written notice and a fifteen (15) day period during which the defaulting Owner shall have the opportunity to cure such default (except in the case of emergency, in which case such notice as is reasonable under the circumstances must be provided), the non-defaulting Owner shall have all remedies available at law or in equity (including, without limitation, the right to specific performance and injunctive relief). Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

10. No Dedication to the Public. The easement set forth herein is not intended to, and should not be constructed to dedicate the Drainage Easement Area or Temporary Construction Easement Area to the general public.

11. Nonexclusive Rights. Parcel 1 Owner recognizes and acknowledges that the easement rights granted in this Agreement are nonexclusive in nature, and the Parcel 2 Owner expressly reserves to itself, its successors and assigns the right to use any portion of the Drainage Easement Area for any purpose not inconsistent with the rights herein granted, including the right at any time to make grants, easements, licenses and privileges to other persons or entities, over, under, and upon the Drainage Easement Area.

12. Binding Nature. This Agreement shall run with the land, be appurtenant to and benefit and burden Parcel 1 in perpetuity, and shall benefit and burden the Drainage Easement Area in perpetuity. Notwithstanding the foregoing, the Temporary Construction Easement shall terminate on the Construction Easement Termination Date.

13. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and their respective successors in title, and no person other than the parties hereto and their respective successors in title shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

14. Miscellaneous. This Agreement will be governed in accordance with the laws of the State of Florida. The venue for any legal or administrative proceedings regarding this Agreement shall be exclusively in Lake County, Florida. The paragraph headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement, and will not be considered in any construction or interpretation of this Agreement or any part hereof. In the event of any litigation relating to this Agreement, trial by jury is waived and the prevailing party as determined by the court will be entitled to reimbursement of its reasonable attorney's fees and other costs of suit actually incurred. Time is of the essence of this Agreement. This Agreement may be executed in counterparts; each counterpart shall be deemed an original and all counterparts together shall constitute a single instrument.

[SIGNATURE AND NOTARY ACKNOWLEDGEMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Witnesses:

[Signature]
Print Name: Matt Young

[Signature]
Print Name: Peggy Jensen

Parcel 1 Owner:

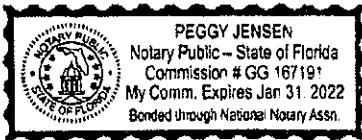
Avatar Properties Inc., a Florida corporation

By: [Signature]
Ken Thirtyacre, Division President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 26th day of April, 2018, by Ken Thirtyacre, Division President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of the corporation. He is personally known to me OR has produced _____ as identification.

(SEAL)



Sign: [Signature]

Witnesses:

Print Name: _____

Print Name: _____

Parcel 2 Owner:

Mattamy Orlando LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ of MATTAMY ORLANDO LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me OR has produced _____ as identification.

(SEAL)

Sign: _____

[EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Witnesses:

Parcel 1 Owner:

Avatar Properties Inc., a Florida corporation

Print Name: _____

By: _____
Ken Thirtyacre, Division President

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ken Thirtyacre, Division President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of the corporation. He is personally known to me OR has produced _____ as identification.

(SEAL)

Sign: _____

Witnesses:

Parcel 2 Owner:

Mattamy Orlando LLC,
a Delaware limited liability company

Alexandra Lion-Do
Print Name: ALEXANDRA LION-DO

Maisie L. Boston
Print Name: Maisie L. Boston

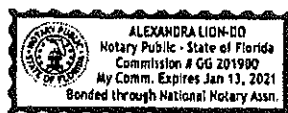
By: _____
Name: Alexandra Lion-Do
Title: Division President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25 day of April, 2018, by ALEXANDRE MARTIN, DIVISION PRESIDENT of MATTAMY ORLANDO LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me OR has produced _____ as identification.

(SEAL)

Sign: Alexandra Lion-Do



[EXHIBITS FOLLOW]

Exhibit "A"

That part of Section 34, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the West 1/4 corner of said Section 34; thence S89°33'20"E along the South line of the Northwest 1/4 of said Section 34, for a distance of 40.00 feet to the East right-of-way line of Hancock Road, according to the plat of Manlow Park, as recorded in Plat Book 50, Pages 86 and 87, of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence departing said South line run N00°05'36"W along said East right-of-way line, 475.66 feet to the Centerline of Tract C of said plat of Manlow Park (vacated in Official Records Book 4749, Page 1392, of said Public Records); thence departing said East right-of-way line run N89°54'28"E along the Centerline of said Tract C and the Easterly extension thereof, 300.00 feet to the West line of the lands described in Official Records Book 489B, Page 1435, of the Public Records of Lake County, Florida; thence departing said Easterly extension of the Centerline of Tract C run N00°05'36"W along said West line, 328.50 feet to the Northerly line of said lands described in Official Records Book 489B, Page 1435; thence departing said West line run the following courses and distances along said Northerly line: S89°33'02"E, 419.99 feet; N00°05'36"W, 42.11 feet; S89°33'20"E, 900.07 feet to the Southeast corner of the North 728.00 feet of the East 900.00 feet of the West 1660.00 feet of the South 1575.00 feet of the North 1/2 of said Section 34; thence departing said Northerly line run N00°05'36"W along the East line of the West 1660.00 feet of the North 1/2 of said Section 34, for a distance of 772.54 feet to a line lying 10.00 feet Southwesterly and parallel with the Southwesterly line of lands described in Official Records Book 422, Page 555, of the Public Records of Lake County, Florida; thence departing said East line run S49°21'32"E along said parallel line, 2512.36 feet to the South line of the Northeast 1/4 of said Section 34; thence departing said parallel line run N89°33'20"W along said South line, 916.03 feet to the aforesaid South line of the Northwest 1/4 of said Section 34; thence departing said South line of the Northeast 1/4 run N89°33'20"W along said South line of the Northwest 1/4 of said Section 34, for a distance of 2607.83 feet to the POINT OF BEGINNING.

Exhibit "B"

The North 1/2 of Section 34, Township 22 South, Range 26 East, LESS AND EXCEPT the West 1660 feet thereof:

Together with

Tract JJ, WATERBROOKE PHASE 1, according to the plat thereof, as recorded in Plat Book 69, Pages 53 - 64, inclusive, Public Records of Lake County, Florida,

LESS AND EXCEPT:

Any portion of the above-described legal description which is a portion of Parcel 1.

Exhibit "C"

**LEGAL DESCRIPTION
PERMANENT DRAINAGE EASEMENT**

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 24 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 3563.88 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 49°21'30" WEST, 256.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 49°21'30" WEST, 86.25 FEET; THENCE RUN SOUTH 89°33'20" EAST, 24.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 31°32'37", AN ARC LENGTH OF 77.08 FEET, A CHORD LENGTH OF 76.11 FEET, AND A CHORD BEARING OF NORTH 74°40'22" EAST TO THE POINT OF TANGENCY THENCE RUN NORTH 58°54'04" EAST, 199.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTH EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 18°48'00", AN ARC LENGTH OF 108.28 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 68°18'03" EAST; THENCE DEPARTING SAID CURVE RUN NORTH 00°26'40" EAST, 343.16 FEET; THENCE RUN SOUTH 89°47'46" EAST, 30.00 FEET; THENCE RUN SOUTH 00°26'40" WEST, 337.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 04°00'44", AN ARC LENGTH OF 23.11 FEET, A CHORD LENGTH OF 23.10 FEET, AND A CHORD BEARING OF NORTH 84°59'58" EAST TO A POINT; THENCE RUN SOUTH 00°26'40" WEST NON-TANGENT TO SAID CURVE, 60.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 27°20'21", AN ARC LENGTH OF 128.83 FEET, A CHORD LENGTH OF 127.61 FEET, AND A CHORD BEARING OF SOUTH 72°34'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 58°54'04" WEST, 199.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 19°35'44", AN ARC LENGTH OF 68.40 FEET, A CHORD LENGTH OF 68.07 FEET, AND A CHORD BEARING OF SOUTH 68°41'55" WEST TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND CONTAINS 0.825 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE THE NORTHEAST QUARTER (1/4) OF SECTION 34-22-26, BEING NORTH 89°33'18" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) DUE TO PHYSICAL LIMITATIONS, A MONUMENT CONFORMING TO CHAPTER 5A-17 FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE COULD NOT BE SET AT.
- (7) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
- (8) THIS LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
- (9) ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NO.: LB 7808
DATE OF SIGNATURE: 04-27-18

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Orlando, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 34, TOWNSHIP 22 SOUTH, RANGE 226 EAST

DATE: 04-27-18

PREP BY: T.W.B.

DRAWN BY: T.W.B.

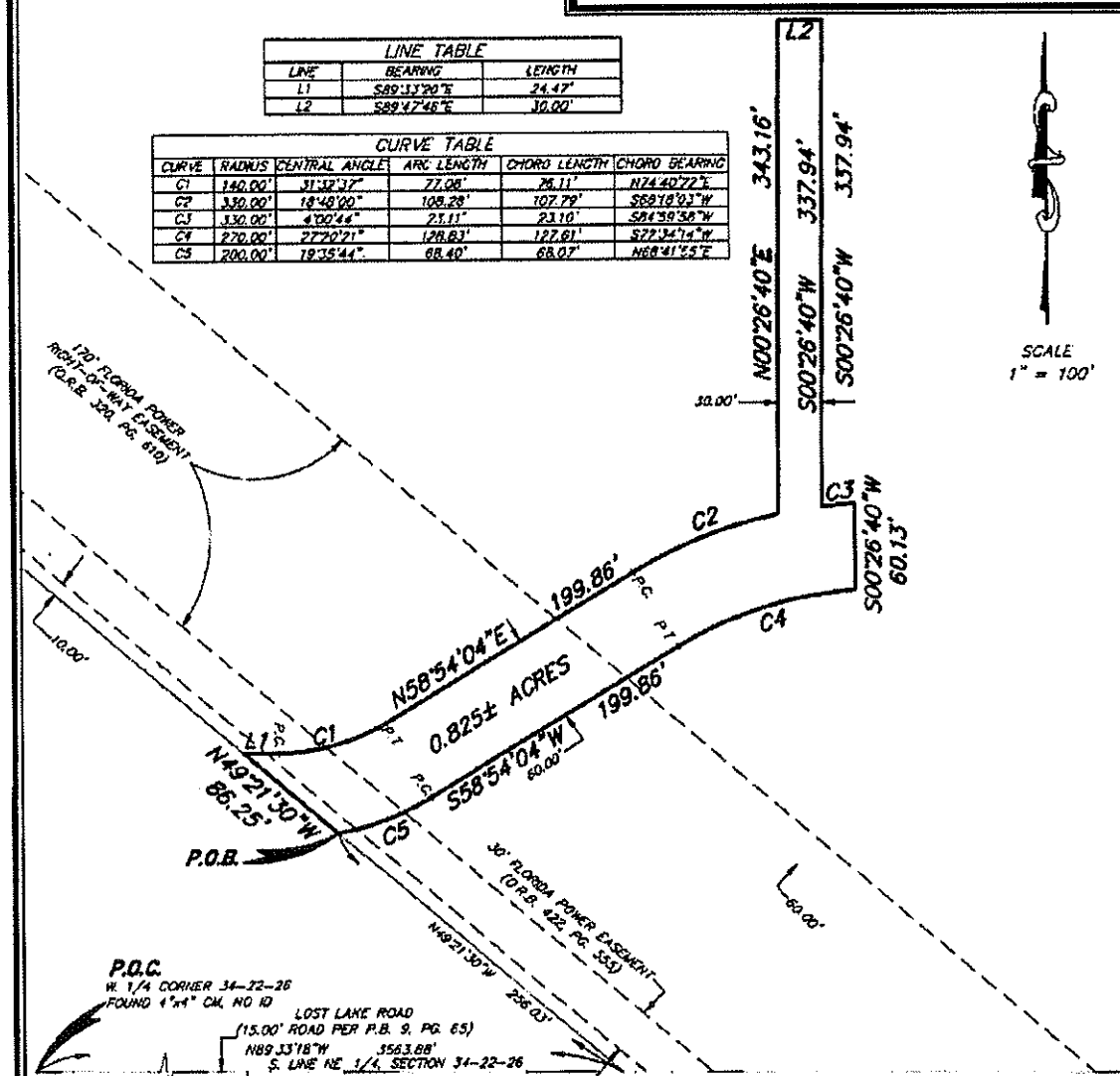
JOB #: 18-033

**SKETCH OF DESCRIPTION
PERMANENT DRAINAGE EASEMENT**

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°33'20"E	24.47'
L2	S89°47'46"E	30.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	140.00'	31°32'37"	77.08'	26.11'	N74°40'72"E
C2	130.00'	18°48'00"	108.28'	107.79'	S62°18'03"W
C3	130.00'	4°00'44"	23.11'	23.10'	S84°39'36"W
C4	220.00'	27°20'21"	128.83'	122.81'	S72°34'14"W
C5	200.00'	19°35'44"	88.40'	68.07'	N68°41'55"E

SCALE
1" = 100'



LOT 36 POSTAL COLONY COMPANY (P.C. B.S.) LOT 35 POSTAL COLONY COMPANY (P.C. B.S.) SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES (THIS IS NOT A SURVEY)

PEC SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
 2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32785 • 407-542-4967
 WWW.PECONLINE.COM

SECTION 34, TOWNSHIP 22 SOUTH, RANGE 226 EAST
 DATE: 04-27-18 PREP BY: T.W.B. DRAWN BY: T.W.B. JOB #: 18-033

Exhibit "D"

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENTS**

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 24 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 3563.88 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 49°21'30" WEST, 219.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 49°21'30" WEST, 36.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 19°35'44", AN ARC LENGTH OF 68.40 FEET, A CHORD LENGTH OF 68.07 FEET, AND A CHORD BEARING OF NORTH 68°41'55" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 58°54'04" EAST, 199.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 27°20'21", AN ARC LENGTH OF 128.83 FEET, A CHORD LENGTH OF 127.61 FEET, AND A CHORD BEARING OF NORTH 72°34'14" EAST; THENCE DEPARTING SAID CURVE RUN NON-TANGENT TO SAID CURVE SOUTH 00°26'40" WEST, 30.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 26°48'43", AN ARC LENGTH OF 112.31 FEET, A CHORD LENGTH OF 111.29 FEET, AND A CHORD BEARING OF SOUTH 72°18'26" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 58°54'04" WEST, 189.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 13°59'28", AN ARC LENGTH OF 56.17 FEET, A CHORD LENGTH OF 56.02 FEET, AND A CHORD BEARING OF SOUTH 65°53'47" WEST TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND CONTAINS 0.263 ACRES MORE OR LESS.

TOGETHER WITH:

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 24 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 24 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 3563.88 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 49°21'30" WEST, 242.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 49°21'30" WEST, 46.48 FEET; THENCE RUN SOUTH 89°33'20" EAST, 59.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 31°32'37", AN ARC LENGTH OF 60.56 FEET, A CHORD LENGTH OF 59.80 FEET, AND A CHORD BEARING OF NORTH 74°40'22" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 58°54'04" EAST, 199.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 26°23'29", AN ARC LENGTH OF 178.39 FEET, A CHORD LENGTH OF 176.57 FEET, AND A CHORD BEARING OF NORTH 73°05'48" EAST TO A POINT; THENCE DEPARTING SAID CURVE RUN SOUTH 00°26'40" WEST, 30.05 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 28°05'16", AN ARC LENGTH OF 161.87 FEET, A CHORD LENGTH OF 160.25 FEET, AND A CHORD BEARING OF SOUTH 72°57'12" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 58°54'04" WEST, 189.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 31°32'37", AN ARC LENGTH OF 77.08 FEET, A CHORD LENGTH OF 76.11 FEET, AND A CHORD BEARING OF SOUTH 74°40'22" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°33'20" WEST, 24.47 FEET; TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND CONTAINS 0.332 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE THE NORTHEAST QUARTER (1/4) OF SECTION 34-22-26, BEING NORTH 89°33'18" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) DUE TO PHYSICAL LIMITATIONS, A MONUMENT CONFORMING TO CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE COULD NOT BE SET AT.
- (7) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
- (8) THIS LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
- (9) ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NO.: LB 7808
DATE OF SIGNATURE: 04-27-18

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

SHEET 1 OF 2



SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Orlando, Florida 32765 • 407-542-4967

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SECTION 34, TOWNSHIP 22 SOUTH, RANGE 226 EAST

DATE: 04-27-18

PREP BY: T.W.B.

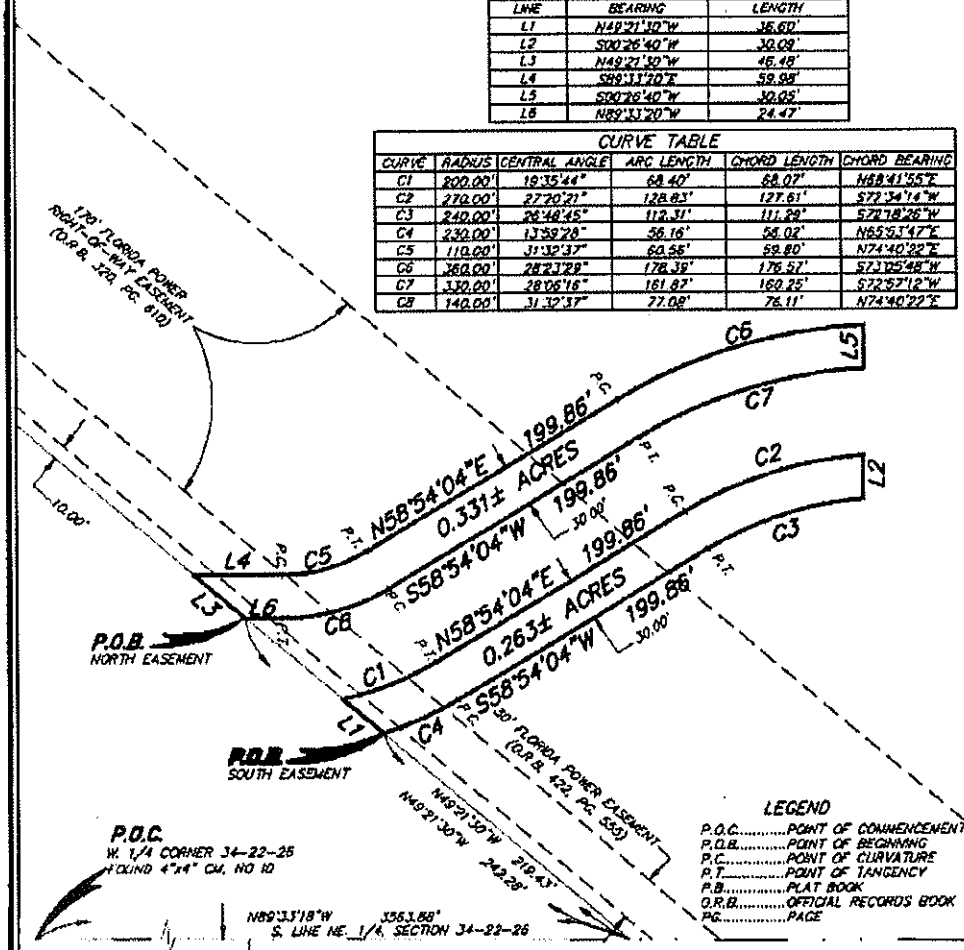
DRAWN BY: T.W.B.

JOB #: 18-033

**SKETCH OF DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENTS**

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°21'30"W	36.60'
L2	S00°26'40"W	30.08'
L3	N49°21'30"W	45.48'
L4	S88°11'20"E	59.98'
L5	S00°26'40"W	30.08'
L6	N89°33'20"W	24.47'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	200.00'	18°35'44"	68.40'	68.07'	N68°41'55"E
C2	270.00'	27°20'21"	128.83'	127.61'	S72°34'14"W
C3	240.00'	26°48'45"	112.31'	111.29'	S72°18'26"W
C4	230.00'	13°58'28"	36.16'	36.02'	N65°51'47"E
C5	110.00'	31°32'37"	60.56'	59.80'	N74°40'22"E
C6	260.00'	28°21'29"	176.39'	176.57'	S71°25'48"W
C7	330.00'	28°06'16"	181.82'	180.25'	S72°32'12"W
C8	140.00'	31°32'37"	77.08'	76.11'	N74°40'22"E



LEGEND
 P.O.C.....POINT OF COMMENCEMENT
 P.O.B.....POINT OF BEGINNING
 P.C.....POINT OF CURVATURE
 P.T.....POINT OF TANGENCY
 P.B.....PLAT BOOK
 O.R.B.....OFFICIAL RECORDS BOOK
 PG.....PAGE

LOT 36 LOST LAKE ROAD LOT 35
 (15.00' ROAD PER P.B. 9, PG. 65)
POSTAL COLONY COMPANY
 (P.B. 9, PG. 65)
 (THIS IS NOT A SURVEY)
 SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
 SHEET 2 OF 2

PEC | **SURVEYING AND MAPPING, LLC**
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SECTION 34, TOWNSHIP 22 SOUTH, RANGE 226 EAST
 DATE: 04-27-18 PREP BY: T.W.B. DRAWN BY: T.W.B. JOB #: 18-033