

RESOLUTION NO. 93-M-40

A RESOLUTION TO CONVEY COUNTY PROPERTY
AND AN ACCESS EASEMENT, UPON THE
PETITION OF ORANGE COUNTY, FLORIDA,
IN EXCHANGE FOR A TRANSMISSION LINE
EASEMENT OVER OTHER PROPERTY

WHEREAS, the County desires, on its own motion, to convey that certain property (hereinafter referred to as the "Property") described in the Quit-Claim Deed attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Quit-Claim Deed"), and to grant an easement over that certain property (hereinafter referred to as the "Easement Area") described in the Easement Agreement attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Easement Agreement");

WHEREAS, in exchange for conveying the Property and granting an easement over the Easement Area, Orange County will acquire certain property rights as more specifically described in the Transmission Line Easement Agreement attached hereto as Exhibit "C" and incorporated herein by reference (hereinafter referred to as the "Transmission Line Easement Agreement");

WHEREAS, such exchange is authorized by Florida Statute 125.37 (1991), given that the Board finds (a) that the Property is not necessary, useful or profitable in the operation of the "Cypress Walk Subregional Sewage Treatment Plant" to which the Property lies adjacent, (b) that the grant of the easement described in the Easement Agreement will not interfere with the use or operation of said Treatment Plant, and (c) that the acceptance of the Transmission Line Easement Agreement is in the public interest;

WHEREAS, notice of the intention of the Board of County Commissioners to approve such exchange at its meeting on the 22nd day of June, 1993, was published in the Orlando Sentinel, a newspaper of general circulation, in Orange County, Florida, for twice a week for two (2) consecutive weeks at least fourteen days prior to the date of that meeting.

EXHIBIT "A" TO RESOLUTION

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made as of the _____ day of _____, 1993 by ORANGE COUNTY, FLORIDA, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), to and in favor of GRAND CYPRESS FLORIDA, INC., a Hawaii corporation whose address is 60 Grand Cypress Boulevard, Orlando, Florida 32836 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

THAT the County, being the fee simple owner of the property described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"), having determined by resolution and in accordance with the procedures set forth in Florida Statutes 125.37 that the Subject Property is not necessary, useful or profitable in the operation of the sanitary sewer plant lying adjacent to the Subject Property, and having further determined that the exchange of the Subject Property for other real property interests is in the best interest of the County, and for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases, and quit-claims unto the Grantee, its successors and assigns, all the right, title, interest, claim and demand which the County has in and to the Subject Property.

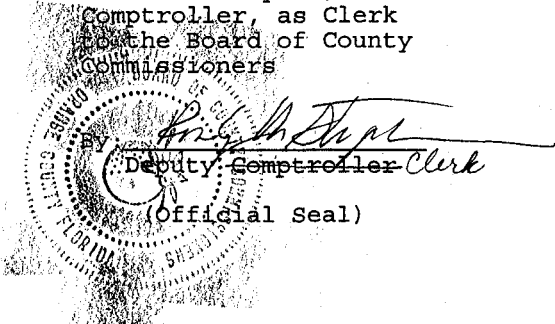
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the County, either in law or in equity, to the Grantee forever.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners, acting by its County Chairman, as of the day and year first above written.

ORANGE COUNTY, FLORIDA

ATTEST:
Martha O. Haynie,
Comptroller, as Clerk
of the Board of County
Commissioners

By: Bill Dineen
for the County Chairman



Deputy Comptroller Clerk
(Official Seal)

For Use and Reliance of
Orange County Only.

Approved as to Form:

Name: Alan Yano 6/9/93
Assistant County Attorney

SKETCH OF DESCRIPTION
WASTEWATER TREATMENT FACILITY SITE PARCEL

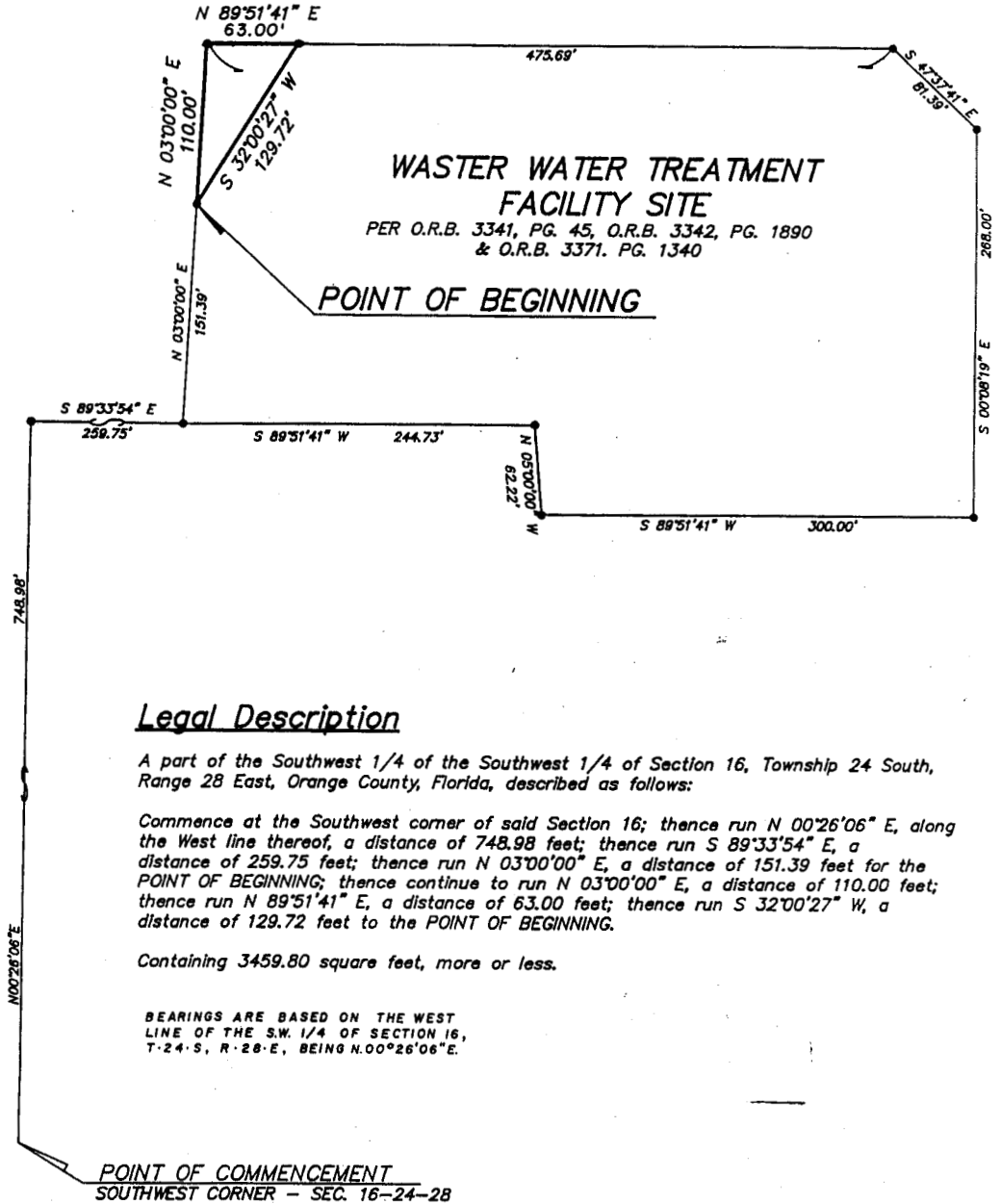


GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



Legal Description

A part of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of said Section 16; thence run N 00°26'06" E, along the West line thereof, a distance of 748.98 feet; thence run S 89°33'54" E, a distance of 259.75 feet; thence run N 03°00'00" E, a distance of 151.39 feet for the POINT OF BEGINNING; thence continue to run N 03°00'00" E, a distance of 110.00 feet; thence run N 89°51'41" E, a distance of 63.00 feet; thence run S 32°00'27" W, a distance of 129.72 feet to the POINT OF BEGINNING.

Containing 3459.80 square feet, more or less.

BEARINGS ARE BASED ON THE WEST LINE OF THE S.W. 1/4 OF SECTION 16, T-24-S, R-28-E, BEING N.00°26'06"E.

POINT OF COMMENCEMENT
 SOUTHWEST CORNER - SEC. 16-24-28

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

I certify that this sketch of Description meets or exceeds the Minimum Technical Standards set forth by the Florida Board of Land Surveyors in Ch. 1180-4 F.A.C. pursuant to Section 472.027 Fla. Statutes. No corners were set and the author assumes no responsibility beyond accepted mathematical closures. All bearings and distances shown are subject to field verification.

David M. McEnmott

DAVID M. MCENMOTT REG. P.L.S. NO. 4778

REPRODUCTION OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN APPROVED SURVEYOR'S SEAL.

PREPARED BY:		(407) 869-8002	
GANUNG & ASSOCIATES, INC.			
PROFESSIONAL		LAND SURVEYORS	
151 WYMORE ROAD, SUITE 5100 B ALTAMONTE SPRINGS, FLORIDA 32714			
PREPARED FOR:		GRAND CYPRESS FLORIDA, INC.	
SCALE: 1" = 100'	DRAWN: JLH	JOB NO. 920029	
FIELD SURVEY: 5FEB92	CHECK: DMM	SHEET NO. 1 OF 1	

EXHIBIT "B" TO RESOLUTION

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 1993 by and between ORANGE COUNTY, FLORIDA (the "County"), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and GRAND CYPRESS FLORIDA, INC., a Hawaii corporation ("Grand Cypress"), whose address is 60 Grand Cypress Boulevard, Orlando, Florida 32836.

W I T N E S S E T H:

THAT WHEREAS, the County is the fee simple owner of certain real property located in Orange County, Florida on which the County operates the "Cypress Walk Subregional Sewer Treatment Plant" (the "Plant Site"); and

WHEREAS, Grand Cypress is the fee simple owner of certain real property lying adjacent to and around the Plant Site (the "Grand Cypress Property"); and

WHEREAS, the County is the beneficiary of an easement for access to the Plant Site over that portion of the Grand Cypress Property described in that certain Access and Utility Easement to Wastewater Facilities recorded in Official Records Book 3654, Page 2688, of the Public Records of Orange County, Florida (the "County Access Easement Area"); and

WHEREAS, the County has agreed to grant to Grand Cypress an easement for access over a portion of the Plant Site on the terms and conditions herein set forth.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants and conditions herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The County hereby grants to Grand Cypress a non-exclusive and appurtenant easement for ingress, egress and access over, upon and across that portion of the Plant

Site described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area") for purposes of facilitating the maintenance of and operations on the Grand Cypress Property. The County further acknowledges that Grand Cypress shall have the right to use (for access purposes only) the County Access Easement Area in conjunction with the County, so long as such use by Grand Cypress does not unreasonably interfere with the use thereof by the County for access and utility purposes.

2. Duration. The easement herein granted by the County shall remain in full force and effect for so long as Grand Cypress shall continue to use the Easement Area in connection with its maintenance of, and operations on, the Grand Cypress Property. If Grand Cypress abandons its use of the Easement Area for such purposes or ceases to use the Easement Area for a period of time sufficient to indicate its abandonment of the Easement Area, then this Agreement shall terminate and be of no further force or effect, in which event Grand Cypress will execute an instrument that will serve to terminate this Agreement of record.

3. Interference. In the event that the use of the Easement Area by Grand Cypress unreasonably interferes with the operations of the County on the Plant Site, the County may provide written notice of such interference to Grand Cypress, in which event Grand Cypress shall take such steps, within thirty (30) days after its receipt of such notice, as may reasonably be necessary in order to eliminate such unreasonable interference.

4. Maintenance. The County shall continue to be responsible for maintenance of the paved areas lying within the Easement Area and the County Access Easement Area, but Grand Cypress shall be responsible for the cost of any repairs thereto or extraordinary maintenance measures which are caused by the negligent use of the same by Grand Cypress.

5. Security. In order to maintain the security of the Plant Site, Grand Cypress shall install, at its expense, a secured gate within the County's existing fence around the Plant Site, and shall maintain such gate in good and sound condition at all times.

Grand Cypress shall further provide to the County a key for the lock that secures such gate.

6. Binding Effect. This Agreement shall constitute a covenant running with the title to the Plant Site and shall be binding upon and inure to the benefit of the County and Grand Cypress and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRAND CYPRESS FLORIDA, INC.

Name: _____

By: _____

Name: _____

As Its: _____

Name: _____

"GRAND CYPRESS"

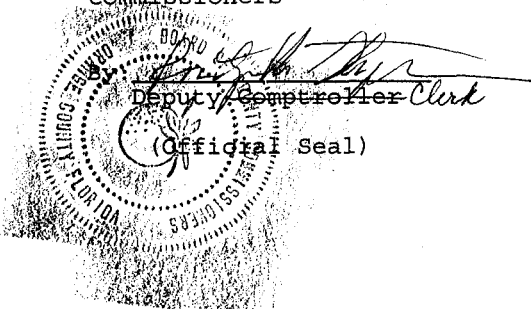
ORANGE COUNTY, FLORIDA

ATTEST:
Martha O. Haynie,
Comptroller, as Clerk
to the Board of County
Commissioners

By: Bill Dreyer

County Chairman

"COUNTY"



For Use and Reliance of
Orange County Only.

Approved as to Form:

Name: Abraham 6/9/93
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 19__ by _____, as _____ of GRAND CYPRESS FLORIDA, INC., a Hawaii corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did not take an oath.

(Notary Seal)

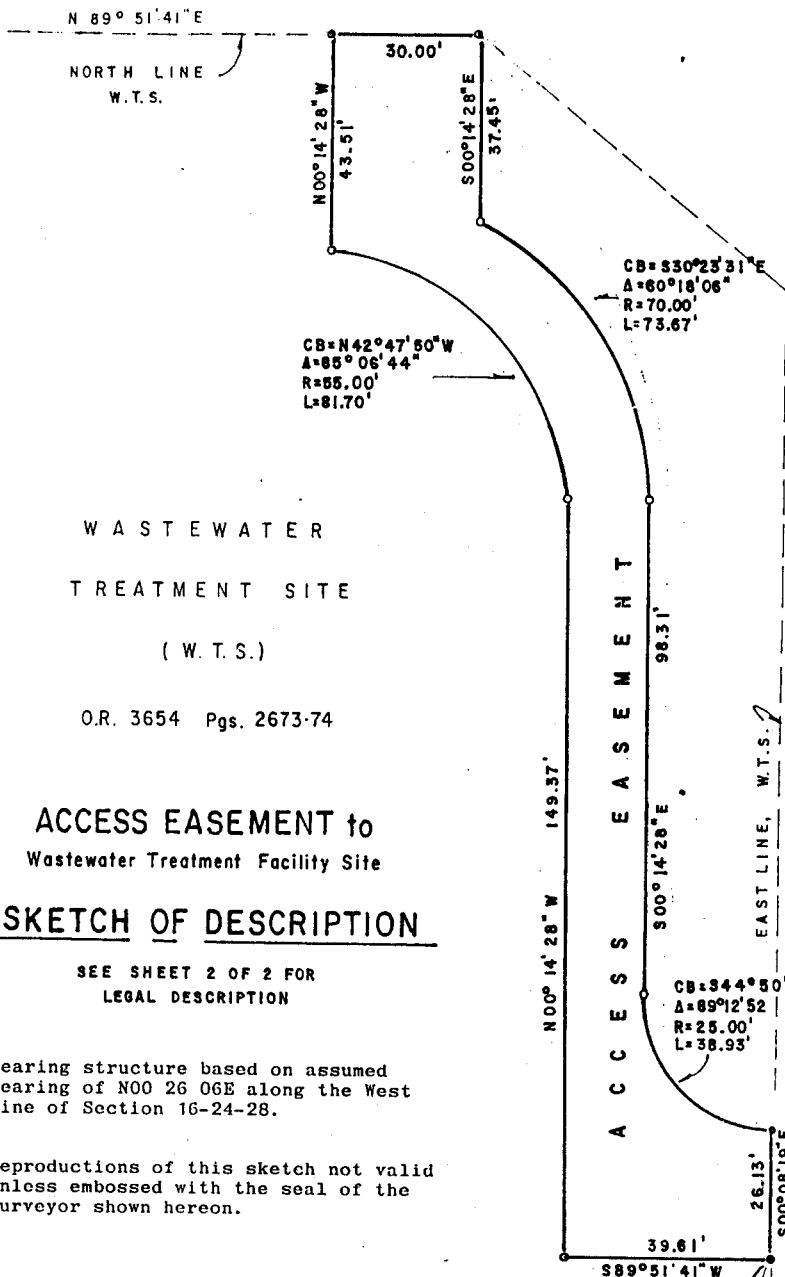
Notary Public

Name: _____

(Typed or Printed)

Commission No.: _____

My Commission Expires: _____



SCALE: 1" = 30'

0 20 30 40

SHEET 1 OF 2
PROJECT NO.
92-0164
SEPT 9, 1992

WASTEWATER
TREATMENT SITE
(W.T.S.)
O.R. 3654 Pgs. 2673-74

ACCESS EASEMENT to
Wastewater Treatment Facility Site
SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2 FOR
LEGAL DESCRIPTION

Bearing structure based on assumed
bearing of $N 00^{\circ} 26' 06'' E$ along the West
Line of Section 16-24-28.

Reproductions of this sketch not valid
unless embossed with the seal of the
surveyor shown hereon.

FOR: GRAND CYPRESS FLORIDA, INC.

POINT of COMMENCEMENT
S.W. CORNER
Section 16-24-28

POINT of BEGINNING

CERTIFIED BY:
David Mc Dermott
P.L.S. 4779



PREPARED BY

GANUNG & ASSOCIATES, INC.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY
I certify that this sketch of Description meets or exceeds
the Minimum Technical Standards set forth by the Florida
Board of Land Surveyors in Ch. 21MH-6 F.A.C. pursuant to
Section 472.027 Fla. Statutes. No corners were set and the
author assumes no responsibility beyond accepted mathemati-
cal closures. All bearings and distances shown are subject
to field verification.

PROFESSIONAL LAND SURVEYORS
151 WYMORE ROAD, SUITE 5100-D
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE: (407) 860-5002 FAX: (407) 860-8303

O.R. 3654 Pgs. 2673-74

Legal Description - Grand Cypress Access Easement to Wastewater Treatment Facility

A portion of the Grand Cypress Golf Parcel Number 2 Wastewater Treatment Facility Site as recorded in Official Records Book 3654, Pages 2673 & 2674, Public Records of Orange County, Florida, and falling in Section 16, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 16; thence run N. 00° 26' 06" E., along the West line thereof, a distance of 681.87 feet; thence departing said line, Run N. 89° 51' 41" E., a distance of 810.41 feet; thence run N. 00° 08' 19" W., a distance of 77.91 feet for a POINT OF BEGINNING, said point being on the East line of said Wastewater Treatment Facility; thence departing said East line, run the following four (4) courses and distances to a point on the North line of said Wastewater Treatment Facility; (1) S. 89° 51' 41" W., 39.61 feet; (2) N 00° 14' 28" W., 149.37 feet to the point of curvature of a curve, concave Southwesterly and having a radius of 55.00 feet and a central angle of 85° 06' 44", (3) thence run Northwesterly 81.70 feet along the arc of said curve to a point; (4) thence departing said curve run N 00° 14' 28" W., 43.51 feet; thence run N. 89° 51' 41" E., along said North line a distance of 30.00 feet; thence departing the North line, run the following four (4) courses and distances; (1) S. 00° 14' 28" E., 37.45 feet to a point on a curve, concave South westerly, having a radius of 70.00 feet and a central angle of 60° 18' 06", (2) thence on a chord bearing of S. 30° 23' 31" E., run 73.67 feet along the arc of said curve to the point of tangency thereof; (3) S. 00° 14' 28" E., 98.31 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet and a central angle of 89° 12' 52", (4) thence run 38.93 feet along the arc of said curve to the East line of the aforementioned Wastewater Treatment Facility; thence run S. 00° 08' 19" E., along said East line, a distance of 26.13 feet to the POINT OF BEGINNING

Containing 0.1233 acres, more or less, and/or 5371.79 square feet, more or less

Prepared by: Ganung & Associates, Inc.
September 11, 1992

Job Number: 920164, Sheet 2 of 2

EXHIBIT "C" TO RESOLUTION

TRANSMISSION LINE
EASEMENT AGREEMENT

THIS TRANSMISSION LINE EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 1993 by and between ORANGE COUNTY, FLORIDA ("County"), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and GRAND CYPRESS FLORIDA, INC., a Hawaii corporation ("Grand Cypress"), whose address is 60 Grand Cypress Boulevard, Orlando, Florida 32836.

W I T N E S S E T H:

THAT WHEREAS, Grand Cypress warrants that it is the fee simple owner of certain real property located in Orange County, Florida described in Exhibit "A" attached hereto (hereinafter referred to as the "Easement Area"); and

WHEREAS, the County has requested that Grand Cypress provide to the County an easement for a reclaimed water transmission line and for reclaimed water storage over the Easement Area; and

WHEREAS, Grand Cypress has agreed to provide such an easement on the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants and benefits herein provided and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grand Cypress hereby grants to the County a non-exclusive easement over, upon, under and across the Easement Area for purposes of installing, constructing, maintaining and repairing an underground reclaimed water transmission line and a reclaimed water storage area. Such transmission line shall serve solely for the purpose of transmitting reclaimed water that has been treated to "appropriate irrigation" standards, as hereinafter

defined, for ultimate spray disposal on other property owned by Grand Cypress.

2. Relocation: Pre-Construction. The County agrees to provide to Grand Cypress a copy of the preliminary plans for the construction of the reclaimed water transmission line, reclaimed water storage area and disposal system, and that Grand Cypress shall have the right to relocate the Easement Area to other property owned by Grand Cypress prior to the construction of such reclaimed water transmission line and reclaimed water storage system.

3. Relocation: Post-Construction. The County agrees that Grand Cypress may relocate the Easement Area, at any time and from time to time, provided (a) that the County shall have the right to approve of the new location of the Easement Area, which approval shall not be unreasonably withheld and which approval shall be deemed given unless expressly disapproved within ninety (90) days after written request therefor; and (b) all expenses associated with the relocation of the reclaimed water transmission line and reclaimed water storage area shall be paid by Grand Cypress.

4. Use and Restoration. The County acknowledges that the Grand Cypress Resort is a luxury-class, world destination resort and, accordingly, the County shall undertake all installation, construction, maintenance and repairs within the Easement Area in a manner which causes the least disruption and interference with the business of Grand Cypress as is reasonably possible, and shall restore the Easement Area to the same condition in which it existed prior to the undertaking of any such work promptly upon completion of such work. By its acceptance hereof, the County agrees that all reclaimed water that is transmitted in the transmission line, and stored within the storage area, which are to be constructed within the Easement Area, shall be treated to "appropriate irrigation" standards, meaning that such reclaimed water shall be treated in the manner and to the extent required for the use of the same for

irrigation purposes in accordance with the rules and regulations of the Department of Environmental Regulation of the State of Florida and any other permitting authority or entity having jurisdiction thereover from time to time.

5. Duration. The easement herein granted to the County shall remain in full force and effect for so long as the County shall continue to transmit and store reclaimed water through and in the Easement Area for ultimate disposal on other property owned by Grand Cypress. If the County abandons the Easement Area or ceases to transmit and store reclaimed water through and in the Easement Area for ultimate disposal on other property owned by Grand Cypress, for a period of time sufficient to indicate the County's abandonment of the Easement Area, then this Agreement shall terminate and be of no further force or effect, in which event (a) the County agrees to execute an instrument that will serve to terminate this Agreement, and (b) the County shall remove all of its facilities and equipment from the Easement Area promptly upon its receipt of a written request therefor from Grand Cypress, unless the parties agree that such facilities and equipment may remain in place.

6. Binding Effect. This Agreement shall constitute a covenant running with the title to the Easement Area and shall be binding upon and inure to the benefit of Grand Cypress and the County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRAND CYPRESS FLORIDA, INC.

Name _____

By: _____
Name: _____
As Its: _____

Name: _____

ORANGE COUNTY, FLORIDA

ATTEST:
Martha O. Haynie,
Comptroller, as Clerk
to the Board of County
Commissioners

By: _____
County Chairman
"COUNTY"

By: _____
Deputy Comptroller
(Official Seal)

For Use and Reliance of
Orange County, Only.

Approved as to Form:

Name: _____
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___
day of _____, 19__ by _____, as _____
of GRAND CYPRESS FLORIDA, INC., a Hawaii corporation, on
behalf of the corporation. He/she is personally known to me or has
produced _____ as identification and did
not take an oath.

Notary Public
Name: _____
(Typed or Printed)
Commission No.: _____
My Commission Expires: _____

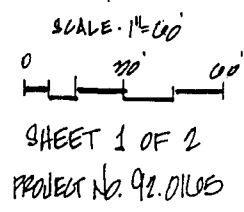
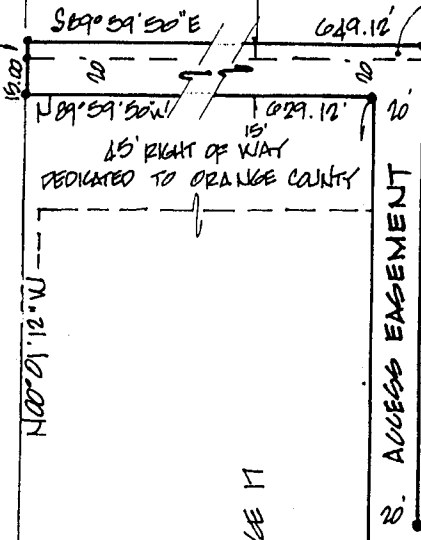
(Notary Seal)

EXHIBIT "A" TO THE TRANSMISSION LINE
EASEMENT AGREEMENT
PAGE 1 OF 2

S.P. 535 (60' R.W.)

MILERAL RIGHTS
OR 1000 PAGE 006

SOUTH 5.00' NW 1/4,
NE 1/4 SEC. 8-24-28
SOUTH LINE NW 1/4, NE 1/4
NORTH LINE NE 1/4, SW 1/4,
NE 1/4



SHEET 1 OF 2
PROJECT NO. 92.0106

ACCESS EASEMENT W/

EFFLUENT RESERVOIR
EASEMENT

SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2
LEGAL DESCRIPTION

BEARING STRUCTURE BASED ON
ASSUMED BEARING OF S89°59'50\"/>

REPRODUCTIONS OF THIS SKETCH NOT
VALID UNLESS EMBEZZED WITH THE
SEAL OF THE SURVEYOR SHOWN
HEREON.

DATE: 9-9-92
FOR: GRAND GYPRESS FLORIDA, INC.

PREPARED BY

GANUNG & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
151 WYNORE ROAD, SUITE 5100-D
ALTA MONTE SPRINGS, FLORIDA 32714

PHONE: (407) 860-5002

FAX: (407) 860-8303

VISTA OAKS PLS 9 PAGE 17

EFFLUENT RESERVOIR EASEMENT

GOLF COURSE

POINT OF
BEGINNING

SOUTHEAST CORNER NE 1/4, SW 1/4, NE 1/4 POINT OF COMMENCEMENT
SEC. 8-24-28

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY
I certify that this sketch of Description meets or exceeds
the Minimum Technical Standards set forth by the Florida
Board of Land Surveyors in Ch. 21HH-6 F.A.C. pursuant to
Section 472.027 Fla. Statutes. No corners were set and the
author assumes no responsibility beyond accepted mathemat-
ical closures. All bearings and distances shown are subject
to field verification.

CERTIFIED BY:
DAVID MC DERMOTT, PLS 4119

SOUTH LINE
NE 1/4 SW 1/4
NE 1/4

Legal Description

A portion of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence run S 89°58'54" W, along the South line thereof, 409.09 feet; thence run N 73°19'08" W, 96.00 feet for the POINT OF BEGINNING; thence continue to run N 73°19'08" W, 165.00 feet to a point on the West line of said Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 and on the East line of said Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4; thence run N 00°01'04" W, along said line, 577.39 feet; thence run N 89°59'50" W, 629.12 feet to a point on the East right-of-way line of County Road 535; thence run N 00°01'12" W, along said East right-of-way line, 15.00 feet to the point of curvature of a curve, concave Westerly, having a radius of 1940.00 feet and a central angle of 00°08'52"; thence run Northerly, along the arc of said curve and along said East right-of-way line, 5.00 feet to a point, said point being 5.00 feet North of the South line of said Northwest 1/4 of the Northeast 1/4; thence run S 89°59'50" E, parallel with and 5.00 feet North of said line, 649.12 feet; thence run S 00°01'04" E, 184.57 feet; thence run S 89°59'50" E, 45.19 feet; thence run S 13°00'00" E, 110.00 feet; thence run S 05°00'00" E, 135.00 feet; thence run S 00°01'04" E, 80.00 feet; thence run S 38°00'00" E, 115.00 feet; thence run S 16°40'52" W, 50.00 feet to the POINT OF BEGINNING.

Containing 1.42 acres, more or less.

Prepared by: Ganung & Associates, Inc.
September 11, 1992

Job Number: 920165 Sheet 2 of 2