

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY PARKS AND RECREATION DIVISION
AND ORANGE COUNTY PUBLIC WORKS DEPARTMENT**

FOR REAL ESTATE TRANSFER RELATED TO COMMUNITY PARK LAND

THIS MEMORANDUM OF UNDERSTANDING (the “**MOU**”) is made and entered into as of the date of last execution below, by and between **ORANGE COUNTY PARKS AND RECREATION DIVISION (“OCPR”)** and **ORANGE COUNTY PUBLIC WORKS DEPARTMENT (“OCPW”)**.

RECITALS

A. Orange County, Florida, a charter county and political subdivision of the State of Florida (the “**County**”) owns that certain parcel of real property bearing Orange County Property Appraiser’s Parcel Identification Number 23-23-27-0000-00-006 (the “**Property**”), more particularly described in **Exhibit A** attached hereto and by this reference made a part of this MOU;

B. As of the date hereof, OCPR is the controlling agency for the County’s interest in the Property;

C. OCPW is currently undertaking a project known as Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive) (the “**Project**”) to widen and make other improvements to Ficquette Road;

D. In connection with the Project, OCPW needs to acquire portions of the Property, more particularly described on **Exhibit B** (the “**Parcels**”) attached hereto and by this reference made a part of this MOU, for road right-of-way;

E. Upon request from OCPW, and upon the terms and conditions set forth herein, OCPR has agreed to transfer the controlling rights of County’s interest in the Property to OCPW, for Parcels 1033A, 1033B, and 9033;

- a) Parcel 9033 is currently utilized as a retention pond and shall continue in that function, with planned expansion. The retention pond will serve the drainage needs of both OCPW and OCPR and shall be considered a joint-use facility.
 - i. OCPW shall serve as the primary agency responsible for the maintenance of the retention pond, including mowing. Upon

completion of construction, OCPW shall maintain the pond, including mowing, on a four-week schedule, as mutually agreed upon by both agencies.

- ii. In the event OCPW fails to adhere to the agreed four-week maintenance schedule, and upon written notice from OCPR specifying the deficiency, OCPR shall assume maintenance responsibilities for the retention pond.

F. Upon request from OCPW, and upon the terms and conditions set forth herein, OCPR has agreed to convey temporary rights in the form of a temporary construction easement ("TCE") to OCPW for Parcels 7033A and 7033B.

- a) The TCE's shall take effect on the date of recording and shall expire upon the completion of the construction on the project adjacent to the easement area or after seven (7) years, whichever occurs first.
- b) Parcel 7033A and Parcel 7033B are being acquired as temporary, non-exclusive easements with full authority to enter upon the lands described in **Exhibit B**, for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway, tying in and harmonizing the existing grade with the adjacent roadway and to plug and grout existing storm drain.
 - i. At all times during construction, all Property entrances shall remain open, unobstructed, and the Park shall continue operation throughout the duration of construction.
 - ii. After the construction on the Parcel is completed, OCPW shall restore the Parcel to a same or similar condition as the one existing before being disturbed by OCPW.
 1. Upon removal of the existing sidewalk, the roadway contractor shall sod all disturbed areas. Near the driveway entrance, the contractor shall maintain or restore any affected site improvements including the park signage, pavement markings, street signs, gate, landscaping, utility connections, and irrigation systems.

G. Any and all staging of equipment and materials shall be located north of the park along Reams Road and within the right-of-way more particularly described on **Exhibit C** attached hereto.

H. As compensation for its interest in the Property, more particularly described as Parcels 1033A, 1033B, and 9033, based on appraised value, OCPR has agreed to accept, and OCPW has agreed to pay Seven Hundred Twenty-Four Thousand Nine Hundred and Ten Dollars 00/100 (\$724,910) into the designated OCPR Sale of Easements Account Number 1050-062-1800-6450

- i. OCPW is acquiring Parcels 7033A and 7033B as temporary, non-exclusive easements with full authority to enter upon the lands as described in the above referenced **Exhibit B** for the purposes of constructing, tying in, and

Project Name: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive

harmonizing the driveway and existing grade with the adjacent roadway, and to plug and grout the existing storm drain. No monetary compensation shall be exchanged between the parties for the temporary construction easements being transferred.

I. OCPW and OCPR (the “**Parties**”) agree that the above-described real estate transaction transferring the controlling rights for County’s interest in the Parcels is necessary and appropriate to provide for access, construction, operation, and maintenance of the Project by OCPW and is in the best interest of the County and of the public.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Transfer of Controlling Agency. OCPW shall have up to thirty (30) days from the Effective Date to deposit the total sum of Seven Hundred Twenty-Four Thousand Nine Hundred and Ten Dollars 00/100 (\$724,910) (the “**Transfer Funds**”) into Accounting Line Number 1050-062-1800-6450 (the “**Closing**”). Once OCPW has deposited such Transfer Funds into such accounting lines, then the controlling agency for County’s interest in the Property shall transfer from OCPR to OCPW.
3. Notice of Reservation. The Parties acknowledge that a Notice of Reservation shall be executed by the Orange County Board of County Commissioners (the “**Board**”) and recorded by Orange County Real Estate Management in the Public Records of Orange County, Florida, (the “**Public Records**”) to reflect and provide public notice of the transfer of control of the Property from OCPR to OCPW as described herein.

Project Name: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive)

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and delivered to Orange County Real Estate Management on the day and year last executed below.

Paul C. Gull 9-25-25
Signature Date

JOSEPH KUNKEL, Director
Print Name, Title
Orange County Public Works Department

[Signature] 9/3/25
Signature Date

Kyle Kent, Interim Mgr.
Print Name, Title
Orange County Parks and Recreation Division

Project Name: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive)

EXHIBIT A
Legal Description of the Property

That part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 23 South, Range 27 East, lying South of Ficquette Road, and the East half of the Southeast Quarter of the Southeast Quarter, Section 22, Township 23 South, Range 27 East, lying South of Ficquette Road, Orange County, Florida.

Parcel Identification Number: 23-23-27-0000-00-006

Project Name: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive)

Exhibit B
Parcels

Parcel 1033A – Fee Simple

Parcel 1033B – Fee Simple

Parcel 7033A – Temporary Construction Easement

Parcel 7033B – Temporary Construction Easement

Parcel 9033 – Fee Simple

*(see attached Sketch of Descriptions prepared by
Dewberry signed/stamped September 27, 2023 – 10 pages)*

Project Name: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive)

Exhibit C
GIS Map – Staging Area



Ficquette Road Parcels
1033AB, 7033AB, and 9033



PA Property Lines Subject parcel Staging Area for Equipment/Materials

0 115 230 460 690 920
Feet

6/4/2025

Note: This is not a survey.
This map is for illustrative purposes only.

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Tara Petersen, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
a portion of 23-23-27-0000-00-006

Project: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive)

NOTICE OF RESERVATION

ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, HEREBY reserves fee simple interests on the following property for a road right
of way project and a retention pond:

See Attached Schedule "A"

THIS RESERVATION is being recorded to transfer the controlling interest in the lands described
on the attached Schedule "A" from the Orange County Parks and Recreation to the Orange County Public
Works Department.

Dated at Orlando, Florida this _____.

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its
name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, Orange County Comptroller
as Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Tara Petersen, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
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Project: Ficquette Road (South of Summerlake Park Boulevard to North of Ingelnook Drive)

NOTICE OF RESERVATION

ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, HEREBY reserves temporary construction easements for the purpose of
constructing, tying in and harmonizing the driveway with the adjacent roadway, tying in and
harmonizing the existing grade with the adjacent roadway and to plug and grout existing storm
drain on the following property:

See Attached Exhibit "A"

ORANGE COUNTY shall retain its temporary construction easement interests despite any
transfer of fee title.

Dated at Orlando, Florida this _____.

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its
name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, Orange County Comptroller
as Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name