



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: November 30, 2018

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL AND EXECUTION OF EASEMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN ORANGE COUNTY, LENNAR HOMES, LLC, AND THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Moss Park PD Parcel J Park Access
District 4

PURPOSE: To provide for access, construction, operation, and maintenance of access improvements.

ITEM: Easement and Maintenance Agreement
Cost: Donation
Size: 16,274 square feet

BUDGET: 1265-068-2144-6310

FUNDS: \$146.70 Payable to Orange County Comptroller
(all recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Parks and Recreation Division
Risk Management Division

REMARKS: The County acquired three parcels of land within the Moss Park PD Parcel J area for use as a park site. A portion of the adjacent land, along the northerly boundary of the County's park site, will be conveyed to The School Board of Orange County, Florida (OCSB) for an educational facility (School Property). The County's park site lies along Moss Park Road, but due to traffic and park site planning considerations, County requested that OCSB and Lennar Homes, LLC, as the current owner of the School Property, enter into an Easement and Maintenance Agreement to grant an access easement to County to allow for a shared driveway over the School Property and an entrance into the park site.

Prior to development of the School Property, County, at its sole cost and expense, will maintain the access easement area. Once the access improvements are completed, the owner of the School Property and County will jointly maintain the access area and improvements.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 18 2018

This document was prepared by:
Laura L. Kelly
The School Board of Orange County, Florida
6501 Magic Way Blvd., Suite 200
Orlando, Florida 32809

Project: Moss Park PD Parcel J Park Access
Property Appraiser's Parcel ID No.: a portion of 15-24-31-0000-00-009

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter, the "**Agreement**") is made and entered as of the Effective Date (hereinafter defined), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**County**"), **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 ("**Lennar**"), and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the constitution and laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("**School Board**").

WITNESSETH:

WHEREAS, Lennar is the fee simple owner of approximately 35.46 gross acres of real property consisting of approximately 13.22 net usable acres, lying in unincorporated east Orange County, Florida more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("**School Property**");

WHEREAS, the County is the fee simple owner of approximately 16.58 acres of real property contiguous to the School Property lying in unincorporated Orange County, Florida, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference ("**Park Property**");

WHEREAS, pursuant to the Memorandum of Understanding Southeast Regional Schools Plan between the School Board, Lake Hart Partners, Ltd. ("**Lake Hart**"), and Eagle Creek Development Corporation, dated January 15, 2002, and recorded in Official Records Book 6447, Page 621, Public Records of Orange County, Florida, as amended, Lennar, as the successor in interest to Lake Hart, is required to convey, sell or transfer the School Property to the School Board for the School Board's use and development as an educational facility; and

WHEREAS, in order for County to develop the Park Property as a park, it is necessary for County to obtain an access easement over the School Property as more particularly depicted in **Exhibit "C"** attached hereto and incorporated herein by reference ("**Access Easement Area**"); and

WHEREAS, Lennar, School Board and the County have agreed to the establishment of the easement as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

NOW THEREFORE, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the School Board hereby covenant and agree to and with each other as follows:

1. **Recitals.** That the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Access Easement.**

a. **Grant of Access Easement.** Lennar does hereby grant, bargain, sell, release, convey, and confirm unto the County for the benefit of the Park Property a non-exclusive perpetual easement and right-of-way for the purpose of providing ingress and egress for pedestrian and vehicular traffic to the Park Property in, upon, over, through and across that certain real property more particularly depicted in **Exhibit "C"** attached hereto and incorporated herein by reference, and the right to construct, reconstruct, or reconfigure ingress and egress facilities therein (collectively, the "**Access Easement**"). County shall have the right to design, engineer, permit, construct, develop and maintain driveway, roadways, sidewalks, or other vehicular or pedestrian infrastructure or improvements within the Access Easement in accordance with the conceptual plan attached hereto as **Exhibit "D"** and incorporated herein by reference (collectively, "**Access Improvements**"). County shall utilize the Access Easement in compliance with any and all governmental permits or regulations. The foregoing Access Easement shall be appurtenant to and for the benefit of the Park Property.

b. **Construction of Access Improvements.** Any Access Improvements approved by the owner of the School Property and installed by County within the Access Easement shall be installed at the County's sole cost and expense. County shall be solely responsible for all work performed in the Access Easement Area by County, its employees, contractors, subcontractors, laborers, consultants and agents, and such work shall be undertaken in a safe and prudent manner. The initial construction of the Access Improvements shall be undertaken during the construction of the park improvements on the Park Property. Prior to the commencement of any construction activities on the Access Improvements within the Access Easement Area, County shall deliver to the School Board detailed construction drawings of the Access Improvements for review and approval ("**Access Construction Drawings**"), which approval shall not be unreasonably withheld, conditioned or delayed. School Board shall have thirty (30) days from receipt of the Access Construction Drawings from County to review the Access Construction Drawings and either approve or provide written objections to the Access Construction Drawings. County shall submit any material changes to the Access Construction Drawings for the Access Improvements to the School Board for review and approval in accordance with the terms hereof.

c. **Termination of Access Easement.** County may, at its option, remove the materials comprising the Access Improvements installed and maintained by the County with one hundred eighty (180) days prior written notice to owner of the School Property, in which event, County shall return the School Property to its original state as it existed prior to the effective date of this Agreement and shall execute and record a written termination of easement in the public records of Orange County, Florida. In the event of damage to or destruction of all or a portion of the School Property due to such removal, County at its sole cost and expense, shall return the School Property and replace any improvements located on the School Property to the condition as they existed immediately prior to such damage or destruction by the County and to the reasonable satisfaction of the owner of the School Property. If the Access Improvements are replaced, the provisions of this Agreement shall remain in full force and effect, including the County's obligation to maintain said Access Improvements.

3. **Maintenance of the Easement Area.**

a. Prior to the development of the School Property, County, at its sole cost and expense, shall maintain and replace, to the extent necessary, the Access Easement Area and any Access Improvements located thereon that the County constructs or installs in the Access Easement in (i) a good state of repair and condition and (ii) accordance with all applicable governmental regulations. In the event the County disturbs or damages the Access Improvements or any other areas within the Easement Area restricting pedestrian or vehicular ingress or egress to the School Property the County shall, at its sole cost and expense, repair and replace the Access Improvements and any other disturbed areas in the Access Easement Area to the reasonable satisfaction of School Board.

b. Upon substantial completion of the Access Improvements on the School Property, the Access Easement and Access Improvements shall be maintained as follows:

i. The owner of the School Property and the County shall jointly maintain, repair, and replace, to the extent necessary, the Access Easement Area and Access Improvements located therein in (i) a good state of repair and condition and (ii) accordance with all applicable governmental regulations.

4. **Non-Disturbance of Easement Rights; Relocation.**

a. **Non-Disturbance.** Except as otherwise provided in this Agreement, the parties hereto agree not to build, construct or place any buildings, structures, barriers and fill or other hindrances in any easement granted herein other than the intended facility or Access Improvements, and not to in any way materially modify or change the lands encumbered by the foregoing Access Easement in a manner that would disturb or interfere with the proper construction, operation or maintenance of such Access Easement.

b. **Right to Modify Easement.** Lennar or any subsequent owner of the School Property hereto reserves the right, upon thirty (30) days prior written notice to the County, to relocate, at the sole expense of the owner of the School Property, the Access Easement granted by Lennar herein, provided any Access Improvements within the Access Easement are relocated in accordance with any and all applicable governmental regulations, requirements, or permits to the relocated easement at the relocating party's sole expense, except as noted herein, and such relocated easement complies with the following:

i. Provides the same or similar benefit to the other party in accordance with the intent of this Agreement; and

ii. Shall be performed without cost or expense to the other party; provided; however, the demolition of any Access Improvements constructed by the County in any areas necessary for the development of the School Property by the School Board shall be at the expense of the County.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey to all other parties hereto, shall be at the expense of the party who requests the relocation, and shall be accomplished as soon as possible following completion of such relocation.

5. **Compliance with all Legal Rules.** School Board shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances and regulations of the federal government and its agencies, the State of Florida, and Orange County, unless otherwise agreed between the County and School Board.

6. **Indemnification.** Each party agrees to indemnify and hold harmless the other parties, their officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of another party.

7. **Notices.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3rd) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

County: Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager
Telephone: (407) 836-7070

With a copy to: Orange County Parks and Recreation Division
4801 West Colonial Drive
Orlando, Florida 32808
Attn: Manager
Telephone: (407) 836-6200

Lennar: Lennar Homes, LLC
6750 Forum Drive, Suite 310
Orlando, Florida 32821
Attention: Brock Nicholas, Orlando Division President
Telephone: (407) 877-6902

With a copy to: Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, Florida 32801
Attention: Charles B. Costar, III
Telephone: (407) 835-6910

School Board: Orange County School Board
Real Estate Management 6501
Magic Way Blvd, Bldg. 200
Orlando, Florida 32809
Telephone: (407) 317-3700

With a copy to: Orange County School Board
Educational Leadership Center
Legal Services
445 West Amelia Street
Orlando, Florida 32801
Telephone: (407)317-3700

8. **Miscellaneous Provisions.**

a. **No Other Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

b. **Binding Effect.** This Agreement shall be binding on the parties, and upon all entities operating for or on behalf of the parties pursuant to this Agreement. The covenants, easements, terms and conditions set forth in this Agreement shall attach to and run with the Park Property and School Property, and are binding upon the parties hereto.

c. **Governing Law; Venue.** The Florida law shall govern the validity, enforcement and interpretation of this Agreement, and the parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and shall not be changed, altered or modified, except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall not be modified and/or terminated and any purported modification and/or termination hereof shall not be effective, unless in writing and signed by the party to be charged and in accordance with the terms and conditions set forth herein.

e. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

f. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall be responsible for their own reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial, on appeal, or in any administrative, arbitration, mediation, or bankruptcy proceeding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, including electronic or facsimile copies, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

h. **Effective Date.** The effective date of this Agreement shall be effective upon which the last of the parties hereto executes this Agreement ("**Effective Date**").

i. **Non-Waiver.** The failure of any party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duty to comply with such obligations in all other instances.

j. **Approvals Required.** The parties agree that this Agreement regarding the School Property shall not be construed as, nor implied to be, an approval of, or acquiescence to, any necessary

rezoning, change in land use nor any other approval relating to the School Property, and the County shall not be construed by reason of entering into this Agreement to have made any such finding, or recommendation or to have waived any right of the County or to have been estopped from asserting any rights or responsibilities it may have in such regard. School Board agrees to make no assertions implying the County approval of, or acquiescence to, land use changes relating to the School Property by reason of the negotiations, existence or execution of this Agreement relating to the School Property.

k. Recording. School Board shall, at its sole cost and expense, cause this Agreement to be recorded in the Public Records of Orange County, Florida.

9. Non-Substantial Amendments to Agreement. This Agreement may be amended upon the mutual written consent of the parties hereto. The School Board does hereby confer upon the Superintendent, or Superintendent's designee the authority to amend this Agreement or provide any consent, notice of extension and execute any and all documents required hereunder, without formal School Board approval, provided such amendment does not substantially alter or modify the terms herein. If, in the sole judgment of School Board, such amendment does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment void *ab initio*, thus rendering the amendment without any legal force and effect. Amendments to this Agreement which shall conclusively be presumed to substantially alter or modify the terms hereof are those which concern maintenance obligations of the parties and those which involve monetary obligations.

10. School Board's Consent to Grant of Easements. School Board is a party to this Agreement for the sole purpose of consenting and agreeing to Lennar's grant of the Access Easement over, upon and across the School Property and the County's right to construct the Access Improvements, subject to the right of School Board to relocate said Access Improvements in accordance with Section 5 hereof. Any and all obligations of the School Board set forth herein shall arise upon transfer and conveyance of the School Property to the School Board.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year last written below.

Signed, sealed, and delivered
in the presence of:

Paul Huff
Witness

Paul Huff
Printed Name

Brian Cipollone
Witness

Brian Cipollone
Printed Name

Lennar Homes, LLC,
a Florida limited liability company

BY: *[Signature]*
Brock Nicholas
Vice President

Date: 10/31/2018

(Signature of TWO Witnesses required by Florida law)

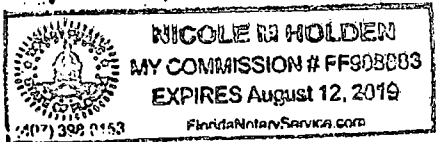
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31 day of October, 2018, by Brock Nicholas, as Vice President on behalf of Lennar Homes, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

(Notary Seal)

[Signature]
Notary Signature

Nicole M Holden
Printed Notary Name

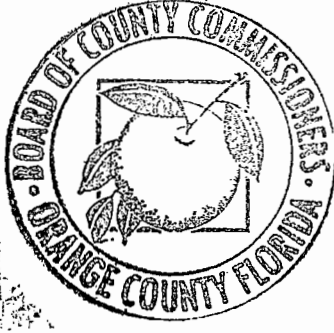


Notary Public in and for the
County and State aforesaid

My commission expires:

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

(Official Seal)



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 12.18.18

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

BY: *Katie Smith*
Deputy Clerk

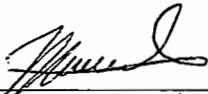
Katie Smith

Printed Name

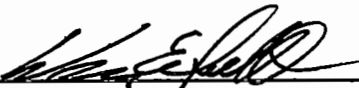
[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the Constitution and the laws of the State of Florida.

Witnesses:


Printed Name: Martin Gutierrez


Printed Name: Mareliz Pagan

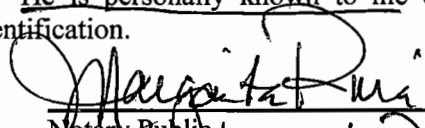
By: 
William E. Sublette,
as its Chairman

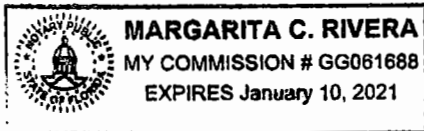
Date: 11.1.18

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of November 2018, by William E. Sublette, as Chairman of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of the School Board. He is personally known to me or has produced _____ (type of identification) as identification.

(Notary Seal)


Notary Public
Print Name: Margarita Rivera
Serial Number: _____
My Commission Expires: _____



THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the Constitution and the laws of the State of Florida.

[Signature]
Printed Name: Martin Cuatrecasas

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Date: 11.1.18

[Signature]
Printed Name: Martinez Pagan

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of November 2018, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of the School Board. She is personally known to me or has produced _____ (type of identification) as identification.

(Notary Seal)



[Signature]
Notary Public
Print Name: Margarita Rivera
Serial Number: _____
My Commission Expires: _____

Reviewed and approved by Orange County Public School's Chief Facilities Officer

[Signature]
John T. Morris
Chief Facilities Officer
Date: 10/25/18

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, for its exclusive use and reliance.

[Signature]
Laura L Kelly, Esquire
Date: Oct 25

EXHIBIT "A"

School Property

Orange County Property Appraiser's Parcel Id. No. a portion of 15-24-31-0000-00-009

LEGAL DESCRIPTION
THIS IS NOT A SURVEY

A TRACT OF LAND LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°46'39" EAST, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 1325.89 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE RUN NORTH 89°14'55" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 830.99 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MOSS PARK ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 6289, PAGE 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°14'55" EAST, ALONG SAID NORTH LINE, 701.46 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9875, PAGE 850 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES: SOUTH 18°39'22" WEST, 68.16 FEET; SOUTH 26°12'46" EAST, 123.73 FEET; SOUTH 11°07'08" EAST, 245.22 FEET; SOUTH 10°32'01" EAST, 239.63 FEET; SOUTH 36°33'24" EAST, 181.13 FEET; SOUTH 44°12'36" EAST, 102.43 FEET; SOUTH 37°06'11" EAST, 60.46 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN SOUTH 66°52'23" WEST, 615.14 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF MOSS PARK ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 1366, PAGE 586 AND OFFICIAL RECORDS BOOK 1409, PAGE 850 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 23°07'37" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 888.01 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MOSS PARK ROAD ACCORDING TO SAID OFFICIAL RECORDS BOOK 6289, PAGE 19; THENCE RUN NORTH 66°52'50" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 15.00 FEET; THENCE RUN NORTH 23°07'40" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 357.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 15.00 ACRES.

SHEET 1 OF 2
SEE SHEET 2 OF 2
FOR SKETCH OF
DESCRIPTION



16 East Plant Street
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

SKETCH 78

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, BEING SOUTH 00°46'39" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE ADJOINING RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PROPERTY APPRAISER PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20110145
 DATE: 8-15-18
 SCALE: 1"=200'
 FIELD BY: N/A

CALCULATED BY: SEJ
 DRAWN BY: SEJ
 CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

EXHIBIT "B"
Park Property

Orange County Property Appraiser's Parcel Id. Nos. 15-24-31-0000-00-020, 15-24-31-0000-00-018, and 15-24-31-0000-00-019

A portion of the S 1/2 of the NW 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of said S 1/2 of the NW 1/4 and the Southwesterly right of way line of Moss Park Road as described in Official Records Book 1409, Page 546, Public Records of Orange County, Florida; thence N 89°14'55" E along said N line a distance of 108.14 feet to a point on the Northeasterly right of way line of said Moss Park Road; thence S 23°07'37" E along said right of way line a distance of 1,251.72 feet to the POINT OF BEGINNING; thence N 66°52'23" E a distance of 615.14 feet; thence S 37°06'03" E a distance of 59.52 feet; thence S 80°10'32" E a distance of 127.47 feet; thence N 58°16'30" E a distance of 10.75 feet; thence S 36°05'44" E a distance of 106.36 feet; thence S 53°54'16" W a distance of 703.87 feet to said Northeasterly right of way line; thence along said Northeasterly right of way line, N 42°54'57" W a distance of 160.03 feet to the point of curvature of a curve concave Northeast, having a radius of 522.95 feet, a central angle of 19°47'20" and a chord of 179.72 feet which bears N 33°01'17" W; thence continue along said Northeasterly right of way line, and the arc of said curve a distance of 180.62 feet to the point of tangency; thence continue along said Northeasterly right of way line, N 23°07'37" W a distance of 59.46 feet to the POINT OF BEGINNING.

AND

A portion of the S 1/2 of the NW 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows :

Commence at the intersection of the North line of said S 1/2 of the NW 1/4 and the Southwesterly right of way line of Moss Park Road as described in Official Records Book 1409, Page 546, Public Records of Orange County, Florida; thence N 89°14'55" E along said North line a distance of 108.14 feet to a point on the Northeasterly right of way line of said Moss Park Road; thence along said Northeasterly right of way line the following (3) three courses and distances; (1) S 23°07'37" E a distance of 1,311.19 feet to the point- of curvature of a curve concave Northeast, having a radius of 522.95 feet, a central angle of 19°47'20" and a chord of 179.72 feet which bears S 33°01'17" E; (2) Southeasterly along the arc of said curve a distance of 180.62 feet to the point of tangency; (3) S 42°54'57" E a distance of 160.03 feet to the POINT OF BEGINNING; thence N 53°54'16" E a distance of 703.87 feet; thence N 36°05'44" W a distance of 106.36 feet; thence N 58°16'30" E a distance of 180.98 feet; thence N 56°53'30" E a distance of 318.46 feet; thence S 76°18'26" E a distance of 220.31 feet; thence S 00°55'56" E a distance of 567.57 feet; thence S 63°12'10" W a distance of 334.02 feet; thence S 59°04'33" W a distance of 177.70 feet; thence S 32°11'55" W a distance of 151.85 feet; thence S 09°54'23" E a distance of 149.83 feet; thence S 44°48'45" W a distance of 81.19 feet; thence S 11°25'46" E a distance of 205.19 feet; thence S 15°27'22" E a distance of 71.69 feet to said Northeasterly right of way line; thence along said Northeasterly right of way line, N 42°54'57" W a distance of 950.00 feet to the POINT OF BEGINNING.

AND

A portion of the Southwest 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida; thence run South 00°55'56" East, along the North-South Mid Section line of said Section 15, for a distance of 2673.45 feet to the POINT OF BEGINNING; thence continue South 00°55'56" East, along said North-South Mid Section line, for a distance of 335.61 feet; thence departing said North-South Mid Section line, run South 63°12'10" West for a distance of 627.12 feet; thence run North 11°25'46" West for a distance of 43.56 feet; thence run North 44°48'45" East for a distance of 81.19 feet; thence run North 09°54'23" West for a distance of 149.83 feet; thence run North 32°11'55" East for a distance of 151.85 feet; thence run North 59°04'33" East for a distance of 177.70 feet; thence run North 63°12'10" East for a distance of 334.02 feet to the POINT OF BEGINNING.

EXHIBIT "C"
Access Easement
(Page 1 of 2)

SCHEDULE "A"

Description:

A portion of the South One Half of the Northwest Quarter of Section 15, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows :

Commence at the intersection of the North line of the South One Half of the Northwest Quarter of Section 15, Township 24 South, Range 31 East, Orange County, Florida and the Southwesterly right of way line of Moss Park Road as described in Official Records Book 6289, Page 19, Public Records of Orange County, Florida; thence N 89°14'55" E, a distance of 140.58 feet along said North line to a point on the Northeastery right of way line of said Moss Park Road as described in said Official Records Book 6289, Page 19; thence along said Northeastery right of way line the following two (2) courses and distances : South 23°07'37" East, a distance of 357.53 feet; thence South 66°52'23" West, a distance of 15.00 feet to a point on the Northeastery right of way line of said Moss park Road per Official Records Book 1409, Page 850, Public Records of Orange County, Florida; thence S 23°07'37" E, a distance of 749.02 feet along said Northeastery right of way line as described in Official Records Book 1409, Page 850 to the Point of Beginning; thence departing said right of way line North 66°52'23" East, a distance of 195.00 feet; thence South 23°07'37" East, a distance of 139.00 feet to a point on the Northwesterly line of lands described in Official Records Book 8453, Page 173, Public Records of Orange County, Florida; thence South 66°52'23" West, a distance of 44.00 feet along said Northwesterly line; thence departing said Northwesterly line North 23°07'37" West, a distance of 34.00 feet to a point of curvature of a curve concave Southerly, having a radius of 40.00 feet and a central angle of 90°00'00"; thence Westerly along the arc of said curve a distance of 62.83 feet to the point of tangency of said curve (chord bearing and distance between said points being North 68°07'37" West, a distance of 56.57 feet); thence South 66°52'23" West, a distance of 111.00 feet to a point on said right of way line; thence North 23°07'37" West, a distance of 65.00 feet along said right of way line to the Point of Beginning.

Containing 16,274 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Northeastery right of way line of Moss Park Road as described in Official Records Book 1409, Page 850, Public Records of Orange County, Florida, being South 23°07'37" East, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.


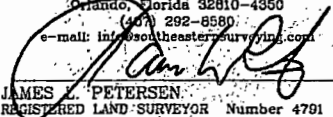
SKETCH OF DESCRIPTION	Date: 03/21/2018 KR	Certification Number LB2108 47373450
FOR ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS	Job Number: 47373	Scale: 1" = 60'
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	
NOT VALID WITHOUT SHEET 2		 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791

EXHIBIT "C"
Access Easement
(Page 2 of 2)

SKETCH OF DESCRIPTION

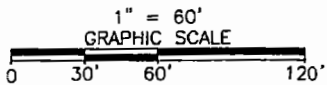
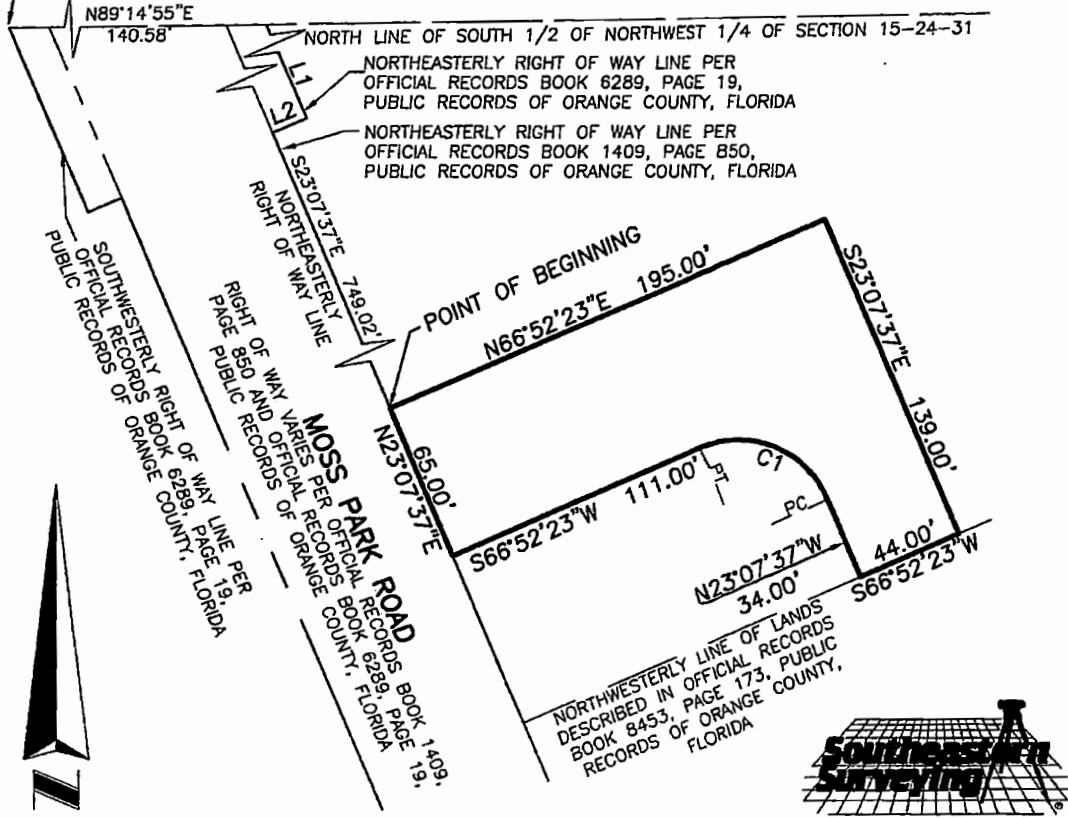
LINE TABLE		
LINE #	BEARING	LENGTH
L1	S23°07'37"E	357.53'
L2	S66°52'23"W	15.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	40.00'	90°00'00°	62.83'	N68°07'37"W	56.57'

LEGEND :

- C1 = CURVE NUMBER
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

POINT OF COMMENCEMENT
 INTERSECTION OF THE NORTH LINE OF SOUTH 1/2 OF
 NORTHWEST 1/4 OF SECTION 15-24-31 AND THE
 SOUTHWESTERLY RIGHT OF WAY LINE OF MOSS PARK
 ROAD PER OFFICIAL RECORDS BOOK 6289, PAGE 19,
 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA



Drawing No. 47373450
 Job No. 47373
 Date. 03/21/2013
 SHEET 2 OF 2
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEETS 1 THROUGH 2

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108
 e-mail: info@southeasternsurveying.com

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: November 20, 2018

Amount: \$146.70

Project: Moss Park PD Parcel J Park Expansion

Parcels: n/a

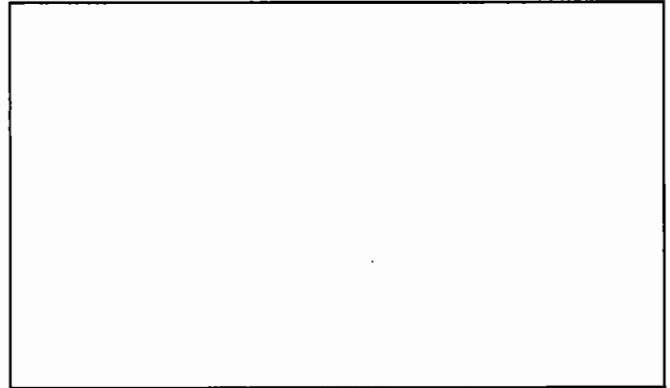
Charge to Account # 1265-068-2144-6310

Controlling Agency Approval Jose Casas Date 11/21/18
Fiscal Approval _____ Date _____

TYPE TRANSACTION (Check appropriate block{s})
____ Pre-Condensation _____ Post-Condensation

XX N/A District # 4

- ____ Acquisition at Approved Appraisal
- ____ Acquisition at Below Approved Appraisal
- ____ Acquisition at Above Approved Appraisal
- XX Advance Payment Requested (recording fees)



DOCUMENTATION ATTACHED (Check appropriate block{s})

- ____ Contract
- XX Copy of Executed Instruments
- ____ Certificate of Value
- ____ Settlement Analysis

Payable to: Orange County Comptroller

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Elizabeth Price Jackson
Elizabeth Price Jackson, Senior Title Examiner

11/21/2018
Date

Payment Approved Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

11/21/2018
Date

or
Payment Approved _____
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

Date

Certified Maria Rey
Approved by BCC for Deputy Clerk to the Board

DEC 18 2018
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 18 2018

REQUEST FOR FUNDS FOR LAND ACQUISITION

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Under Ordinance Approval

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Parcels: n/a

Charge to Account # 1265-068-2144-6310

APPROVED
By Kyle Kent at 1:47 pm, Nov 21, 2018

Controlling Agency Approval Jose Casas Date 11/21/18

Fiscal Approval _____ Date _____

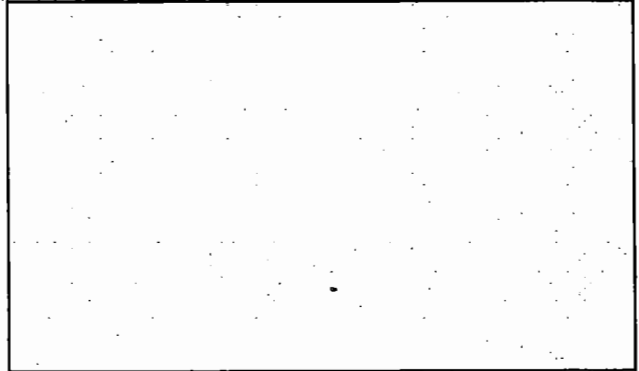
TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condensation Post-Condensation

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Recommended by Elizabeth Price Jackson
Elizabeth Price Jackson, Senior Title Examiner

11/21/2018
Date

Payment Approved Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

11/21/2018
Date

or
Payment Approved _____
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

Date

Certified _____
Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

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