



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: July 12, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Erica L. Guidroz, Acquisition Agent *EG*
Real Estate Management Division

**CONTACT
PERSON:** **Paul Sladek, Manager**

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

**ACTION
REQUESTED:** APPROVAL OF REAL ESTATE SALE AGREEMENT AND LIMITED
WARRANTY DEED BETWEEN BELLSOUTH
TELECOMMUNICATIONS, LLC AND ORANGE COUNTY,
APPROVAL AND EXECUTION OF TEMPORARY CONSTRUCTION
EASEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS,
LLC AND ORANGE COUNTY, AND AUTHORIZATION TO
DISBURSE FUNDS TO PAY PURCHASE PRICE AND RECORDING
FEES AND RECORD INSTRUMENTS

PROJECT: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)

District 6

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

ITEMS: Real Estate Sale Agreement (Parcel 1018)
Cost: \$68,300

Limited Warranty Deed (Instrument 1018.1)
Size: 1,749 square feet

Temporary Construction Easement (Instrument 7018.1)
Size: 536 square feet
Term: Seven (7) years

BUDGET: Account No.: 1023-072-5121-6110

FUNDS: \$68,223.52 Payable to BellSouth Telecommunications, LLC
(purchase price)

\$76.48 Payable to Orange County Tax Collector
(pro-rated property tax)

\$149.50 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: County to remit pro-rated property tax for Seller from Seller's proceeds.

REQUEST FOR FUNDS FOR LAND ACQUISITION

 X Under BCC Approval

 Under Ordinance Approval

Date: 7-12-18

Amount: \$68,449.50

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)

Parcel: 1018-7018

Charge to Account # 1023-072-5121-6110

Engineering Approval _____ Date _____

Fiscal Approval _____ Date _____

TYPE TRANSACTION (Check appropriate block{s})

 X Pre-Condemnation Post-Condemnation

 N/A

District # 6

 Acquisition at Approved Appraisal
 Acquisition at Below Approved Appraisal
 X Acquisition at Above Approved Appraisal
 Advance Payment Requested

BellSouth Telecommunications, LLC
 754 Peachtree Street NE
 Atlanta, GA 30308
 Purchase Price \$68,223.52

DOCUMENTATION ATTACHED (Check appropriate block{s})

 X Contract
 X Copy of Executed Instruments
 X Certificate of Value
 X Settlement Analysis

Orange County Tax Collector
 Pro-Rated Taxes 2018 \$76.48

Orange County Comptroller
 Recording Fee \$149.50

Total \$68,449.50

Payable to: BellSouth Telecommunications, LLC (\$68,223.52)

Payable to: Orange County Tax Collector (\$76.48)

Payable to: Orange County Comptroller (\$149.50)

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

Recommended by Erica Guidroz
 Erica Guidroz, Acquisition Agent

7-12-18
 Date

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

7-12-18
 Date

Certified Craig A. Stopura
 Approved by BCC Deputy Clerk to the Board

JUL 31 2018
 Date

Examined/Approved _____
 Comptroller/Government Grants

Check No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if you have any questions.

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
JUL 31 2018

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Under Ordinance Approval

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Recommended by Erica Guidroz
 Erica Guidroz, Acquisition Agent

Date

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 Paul Sladek, Manager, Real Estate Management Division

Date

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Date

Examined/Approved
 Comptroller/Government Grants

Check No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if you have any questions.

JUL 31 2018

REAL ESTATE SALE AGREEMENT

Property Name: Texas Avenue – Parcels 1018 and 7018
Property Address: 5444 South Texas Avenue
City: Orlando, FL 32839

Information Sheet

SELLER:

BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company d/b/a AT&T Florida, successor by conversion from BellSouth Telecommunications, Inc., successor by merger to Southern Bell Telephone and Telegraph Company
c/o AT&T Corp. – Real Estate
754 Peachtree Street NE
Atlanta, GA 30308

SELLER'S COUNSEL:

Michael M. Turbes
AVP – Senior Legal Counsel
675 West Peachtree N.W. – Suite 4322
Atlanta, GA 30308
Telephone: 404-927-2918
Email: michael.turbes@att.com

PURCHASER:

Orange County, a charter county and political subdivision of the State of Florida
Real Estate Management Division
400 East South Street, 5th Floor
Orlando, FL 32801

PURCHASER'S COUNSEL:

Scott McHenry
Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, FL 32801
Telephone: 407-836-7320
Email: scott.mchenry@ocfl.net

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the Effective Date, as defined below, by and between **BELLSOUTH TELECOMMUNICATIONS, LLC**, a Georgia limited liability company d/b/a AT&T Florida, successor by conversion from BellSouth Telecommunications, Inc., successor by merger to Southern Bell Telephone and Telegraph Company, ("**Seller**") and **Orange County, Florida**, a charter county and political subdivision of the State of Florida ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property, as defined herein; and

WHEREAS, the Property is being purchased under threat of condemnation proceedings by the Purchaser.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sum of Ten Dollars (\$10.00) in hand paid to the other and other good and valuable consideration, the parties hereto agree as follows:

1. Agreement of Purchase and Sale. The Purchaser agrees to purchase and Seller agrees to sell, upon the terms, provisions and conditions herein contained, all of Seller's right, title and interest in and to the following: a portion of Orange County Property Appraisal Parcel Identification Number 16-23-29-0000-00-016 (the "**Parcel**") and a temporary construction easement for a maximum duration of seven (7) years (together with the Parcel hereinafter the "**Property**") located at 5444 South Texas Avenue, City of Orlando, County of Orange, State of Florida, as legally described in Exhibit "A" attached hereto.

2. Purchase Price. The Purchase Price for the Property (herein the "**Purchase Price**") shall be **SIXTY EIGHT THOUSAND THREE HUNDRED AND 00/100 Dollars (\$68,300.00)**, payable to Seller upon the terms and conditions set forth herein. Payment by Purchaser shall be in the form of an Orange County, Florida official check payable to **BELLSOUTH TELECOMMUNICATIONS, LLC**, at Closing.

3. Closing Date and Place. The consummation of the transactions contemplated herein (herein called the “**Closing**”) shall take place by Federal Express, or other nationally recognized courier, or by such other means as mutually agreed to by the parties, at a time and date mutually agreed upon by the parties, but not later than ninety (90) days from the Effective Date of this Agreement (the “**Closing Date**”).

4. Survey. Within sixty (60) days of the Effective Date of this Agreement, as defined herein, Purchaser may obtain a current boundary survey of the Property. The survey shall be certified to Purchaser and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon Purchaser and Seller’s approval of the Survey, the same shall be and constitute the “Survey” for purposes of this Agreement and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Owner’s Title Insurance Policy to be issued to Purchaser hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Purchaser, in its sole discretion, these shall be treated as Title Defects. Purchaser may in its sole discretion, treat these as “Exceptions”, as defined herein. The “Draft Survey” will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

5. Due Diligence Contingency. The due diligence contingency, attached hereto as Exhibit “D”, is a material condition of this Agreement and incorporated by reference herein.

6. Inspection Period. Purchaser shall have sixty (60) days after the Effective Date (the “Inspection Period”) to determine whether Purchaser is willing to accept title to and acquire the Property. On or before twenty (20) days following the Effective Date of this Agreement, Purchaser shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure Purchaser as purchaser of the Property in the amount of the purchase price (hereinafter referred to as the “Commitment”) evidencing that marketable fee simple title to the Property is currently vested in Seller free and clear of all liens, encumbrances and other matters of record whatsoever. In the event that Purchaser shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to Purchaser in its sole discretion;

Purchaser shall notify Seller of that fact in writing on or before fifteen (15) days following the receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to Purchaser (hereinafter referred to as "Title Defects"), and Seller may take up to fifteen (15) days to cure or eliminate the Title Defects at Seller's election and without obligation to incur expense or to initiate legal proceedings. If Seller is successful in curing or eliminating the Title Defects, the Closing hereunder shall take place on the date specified. In the event Seller is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, Purchaser shall either (a) extend the time for Seller to cure or eliminate the Title Defects, (b) elect to terminate the Agreement on account thereof, (c) elect to close its purchase of the Property and accept a conveyance of Seller's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date. In the event that Purchaser elects to terminate this Agreement because of the existence of Title Defects which are not cured or eliminated, upon giving of written notice of that fact to Seller, on or before the expiration of the Inspection Period described herein, this Agreement shall terminate. In the event Purchaser elects to proceed on its own to cure or eliminate the Title Defects, Seller agrees to provide its reasonable cooperation in connection with Purchaser's efforts but Seller shall have no obligation to incur expense or to initiate legal proceedings.

7. Conveyance and Documents. At the Closing, the parties will execute and deliver all deeds and other documents reasonably necessary to consummate the sale and purchase of the Property pursuant to the terms of this Agreement, including, but not limited to, a Special Warranty Deed substantially in the form attached hereto as **Exhibit "B"**, a Temporary Construction Easement substantially in the form attached hereto as **Exhibit "C"**, a Disclosure Affidavit pursuant to Florida Statutes Section 286.23 (if applicable), and an Internal Revenue Service Form W-9 "Request for Taxpayer Identification Number and Certification").

8. Possession. Seller shall deliver possession of the Property to Purchaser at the time of Closing.

9. As-Is Sale. Purchaser acknowledges that it has been given the opportunity to make a full and complete investigation and inspection of the Premises and the operation thereof and that Purchaser has had an opportunity to make full inquiry of Seller as to all matters deemed relevant by Purchaser in evaluating the Premises. Purchaser expressly acknowledges that the Premises is being purchased

“AS IS”, “WHERE IS” and ‘WITH ALL FAULTS”, latent and patent. Purchaser acknowledges that Seller has no duty, responsibility or obligation whatsoever to volunteer to Purchaser information about the Premises. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HAS NOT AND WILL NOT, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT OR RELATING TO THE PREMISES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser expressly acknowledges that (i) it is not authorized to rely, has not relied, and will not rely on any representation, statement or warranty of Seller, or of any agent, or representative, or broker of Seller, not expressly set forth herein, and (ii) Seller has not agreed to perform any work on or about the Premises as a condition to Purchaser’s purchase of same. Seller makes no representations, warranties or indemnities for any claim, condition or liability arising before or after this Agreement pursuant to, or arising under, any federal, state or local law, rule or ordinance including, but not limited to, those relating to the protection of the environment including, but not limited to, CERCLA and RCRA. This paragraph will survive Closing.

10. Removal of Improvements and Personal Property; Grading and Harmonization.

- (a) Seller agrees to remove any improvements and/or personal property from the Property within thirty (30) days after Closing. It is mutually agreed that if said removal is not completed within said time period, Purchaser may remove same, at Purchaser’s sole cost, but shall not be liable for any damages of any kind to the improvements and/or personal property resulting from such removal.
- (b) Seller and Purchaser agree that the Temporary Construction Easement substantially in the form attached hereto as Exhibit “C” will govern Purchaser’s entry upon Seller’s property for the purpose of grading this area in order to harmonize Seller’s remaining property with the new construction.

11. Settlement Costs and Prorations. Each party shall be responsible for its attorneys’ fees and other costs incurred by it in connection with this Agreement and the transactions contemplated hereby. Ad valorem real property taxes shall be

prorated as of the Closing Date. Seller's share of such taxes shall be deducted from Seller's sale proceeds.

12. Warranties and Representations.

A. Seller. Seller warrants and represents to Purchaser that:

(i) Seller is a limited liability company organized and created under the laws of the State of Georgia and is in good standing;

(ii) Seller has the full right, power and authority to enter in this Agreement, to perform its obligations hereunder and to execute and deliver this Agreement and all other documents to be executed and delivered by Seller at Closing in connection with the transaction contemplated herein. The representations and warranties set forth in this subparagraph shall be deemed to be renewed and restated at and as of the Closing Date; and

(iii) The warranties and/or representations of Seller set forth above in this Paragraph 12 shall survive the Closing for a period of six (6) months.

B. Purchaser. Purchaser represents and warrants to Seller that:

(i) Purchaser has the full right, power and authority to enter in this Agreement and to perform its obligations hereunder subject to any required approvals by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division. The representations and warranties set forth in this paragraph shall be deemed to be renewed and restated at and as of the Closing Date; and

(ii) No officer, director, employee, or agent of Seller or AT&T Inc. has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration, by or from Purchaser or any of Purchaser's officers, directors, employees, or agents in connection with the obtaining, arranging, or negotiation of this Agreement or other documents entered into or executed in connection with this Agreement.

13. Default. Any Closing by Purchaser shall conclusively be deemed a waiver of: (i) any breach of representation or warranty of which Purchaser has knowledge; (ii) any default by Seller or (iii) any unfulfilled condition of Closing.

14. Notices. All notices required or permitted hereunder, shall be in writing and shall be served on the parties at the following addresses:

If to Purchaser:

Orange County Florida
Real Estate Management Division
400 East South Street, 5th Floor
Orlando, FL 32801
Attn: Paul Saldek, Manager

If to Seller:

BELLSOUTH TELECOMMUNICATIONS, LLC
c/o AT&T Corp. – Real Estate
754 Peachtree Street NE
Atlanta, GA 30308

With copies to:

BELLSOUTH TELECOMMUNICATIONS, LLC
One AT&T Way
Bedminster, NJ 07921
Attn: General Attorney – Real Estate

Notices shall be either (i) personally delivered or sent by Federal Express or other nationally recognized overnight courier to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said address or (ii) sent by registered or certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the U.S. mail.

15. Survival. Except as expressly set forth in this Agreement, no representations, warranties, covenants, agreements, undertakings, and other obligations of Seller set forth herein shall survive the closing of the transactions contemplated hereby or the execution and delivery of the documents contemplated hereunder, and such shall be merged therein, and no action based thereon shall be commenced after the Closing of this transaction.

The delivery of the Deed and all other closing documents required herein by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing of this transaction.

16. Time of the Essence. Time is of the essence of this Agreement; provided, however, that if the time within which any action, consent, approval or other activity herein contemplated, expires on a Saturday, Sunday or a national bank holiday, such time period shall automatically be deemed extended to the first day after the scheduled termination of such time period which is not a Saturday, Sunday or national bank holiday.

17. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue for any dispute concerning this Agreement shall be solely and exclusively in the Circuit Court for Orange County, Florida.

18. Entire Agreement. This instrument contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement. No modification, waiver or amendment of the provisions of this Agreement shall be effective unless made in writing and signed by the parties hereto.

19. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, provided, however, that neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

20. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no

court construing this Agreement shall construe it more stringently against one party than the other.

21. Effective Date; Counterparts. For purposes of this Agreement, the “**Effective Date**” shall be the date upon which it has been fully-executed and delivered by both parties and approved by the Orange County Board of Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be required. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Publication. Prior to Closing, the Purchaser shall not issue or release for publication any articles or advertising or publicity matters relating to the proposed sale which mention or employ the name of Seller, AT&T Inc., or its subsidiaries or any of their personnel, unless prior written consent is granted by AT&T Inc.


23. Release. Effective upon the Closing contemplated under this Agreement, except as otherwise expressly provided by this Agreement (including without limitation the compensation to be paid by Purchaser to Seller) Seller hereby releases, discharges, and acquits Purchaser and all employees, agents, attorneys, consultants, contractors, subcontractors, successors, assigns, representatives, and elected officials of Purchaser from any and all claims, actions, causes of actions, suits, obligations, promises, controversies, costs, expenses, losses, liabilities, damages, and/or demands of every kind, character, and nature, whether legal or equitable in nature and whether in contract or in tort for: (i) claims for attorney’s fees, for appraisal fees, for accountant’s fees, for fees of other professionals, experts, and consultants, for costs, and/or for attorney’s fees based upon non-monetary benefits pursuant to F.S. 73.092; and/or (ii) other claims or causes of actions that could have been raised by Seller (including without limitation under Chapters 73 and/or 74, Florida Statutes) had Purchaser commenced eminent domain proceedings against Seller - which Purchaser has asserted, could have asserted, or would hereafter have been able to assert, or which may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way Purchaser’s acquisition of the Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

SELLER:

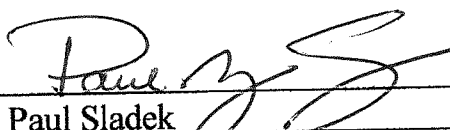
BELLSOUTH TELECOMMUNICATIONS, LLC

By: 
Name: Cherise C. Mlott
Title: Director of CRE Portfolio Management / Transactions

Date of Execution: 22 March 2018

PURCHASER:

ORANGE COUNTY FLORIDA

By: 
Name: Paul Sladek
Title: Manager, Orange County Real Estate Management Division

Date of Execution: 7/12/18

EXHIBIT "A"

LEGAL DESCRIPTION:

Schedules "A" and "B" attached.

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 1018

A PORTION OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3513, PAGE 1228, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°45'51" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 95, AND AS DEPICTED ON THE PLAT OF AMERICANA UNIT TWO, RECORDED IN PLAT BOOK 5, PAGE 24, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, RUN NORTH 00°15'05" WEST, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 1086.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1086.00 FEET OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 16, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE, RUN SOUTH 89°45'51" WEST, ALONG SAID NORTH LINE OF THE SOUTH 1086.00 FEET, A DISTANCE OF 14.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 54.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE, DEPARTING SAID NORTH LINE OF THE SOUTH 1086.00 FEET, RUN NORTH 00°15'05" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 111.96 FEET; THENCE, DEPARTING SAID PARALLEL LINE, RUN NORTH 36°47'49" WEST, A DISTANCE OF 22.37 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF MYAKKA DRIVE AS DEPICTED ON THE PLAT OF SOUTH POINTE UNIT 3, RECORDED IN PLAT BOOK 22, PAGE 50, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 42°41'30" EAST AND A CHORD DISTANCE OF 40.49 FEET; THENCE, FROM A TANGENT BEARING OF SOUTH 85°07'55" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EXISTING SOUTH RIGHT OF WAY LINE OF MYAKKA DRIVE, THROUGH A CENTRAL ANGLE OF 84°52'50", A DISTANCE OF 44.44 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE AFOREMENTIONED EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE; THENCE, DEPARTING SAID CURVE, RUN SOUTH 00°15'05" EAST, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,749 SQUARE FEET
OR 0.040 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH SJ-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

WILLIAM E. BYRD, No. 5132, DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5132, STATE OF
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

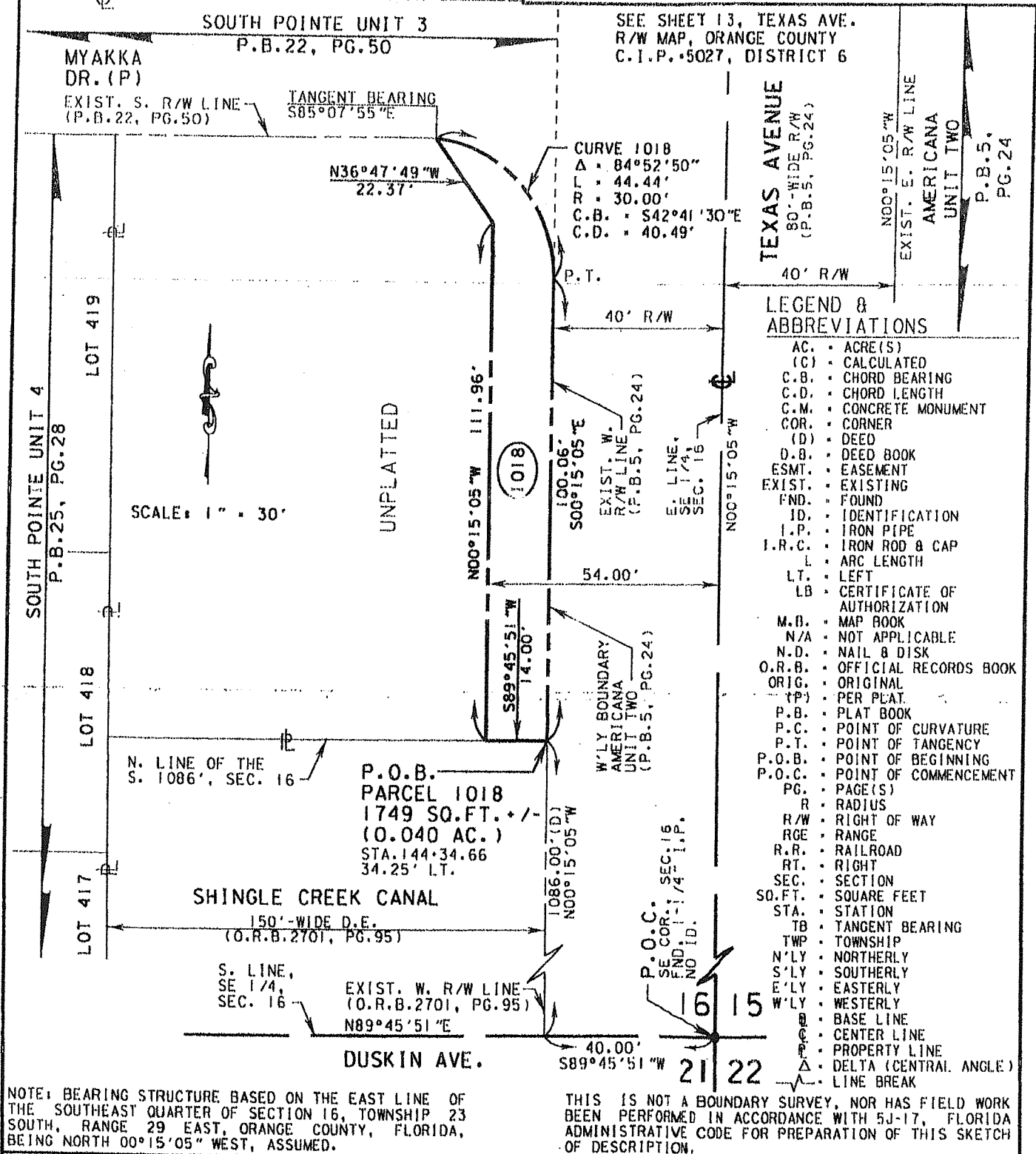
NOTE: BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°15'05" WEST, ASSUMED.

WRITTEN BY: RRC	DATE: 11/01/10	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY:	REV.:	RANGE: 29E		SHEET 1 OF 2
	REV.:			C.I.P. • 5027

SKETCH OF DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 1018



DESIGNED BY: INWOOD	DATE: 11/01/10	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	
APPROVED BY:	REV.:	RANGE: 29E		
	REV.:			
			DRAWING SCALE: 1" = 30'	
			SHEET 2 OF 2	
			C.I.P. = 5027	

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 7018

A PORTION OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3513, PAGE 1228, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°45'51" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 95, AND AS DEPICTED ON THE PLAT OF AMERICANA UNIT TWO, RECORDED IN PLAT BOOK 5, PAGE 24, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, RUN NORTH 00°15'05" WEST, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 1086.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1086.00 FEET OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 16; THENCE, DEPARTING SAID EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE, RUN SOUTH 89°45'51" WEST, ALONG SAID NORTH LINE OF THE SOUTH 1086.00 FEET, A DISTANCE OF 14.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 54.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE, DEPARTING SAID NORTH LINE OF THE SOUTH 1086.00 FEET, RUN NORTH 00°15'05" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 43.63 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID PARALLEL LINE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: SOUTH 89°49'22" WEST, A DISTANCE OF 16.75 FEET; THENCE, NORTH 00°15'05" WEST, A DISTANCE OF 32.00 FEET; THENCE, NORTH 89°49'22" EAST, A DISTANCE OF 16.75 FEET TO A POINT ON THE AFOREMENTIONED PARALLEL LINE; THENCE RUN SOUTH 00°15'05" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 536 SQUARE FEET OR 0.012 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

WILLIAM E. BYRD
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5442
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

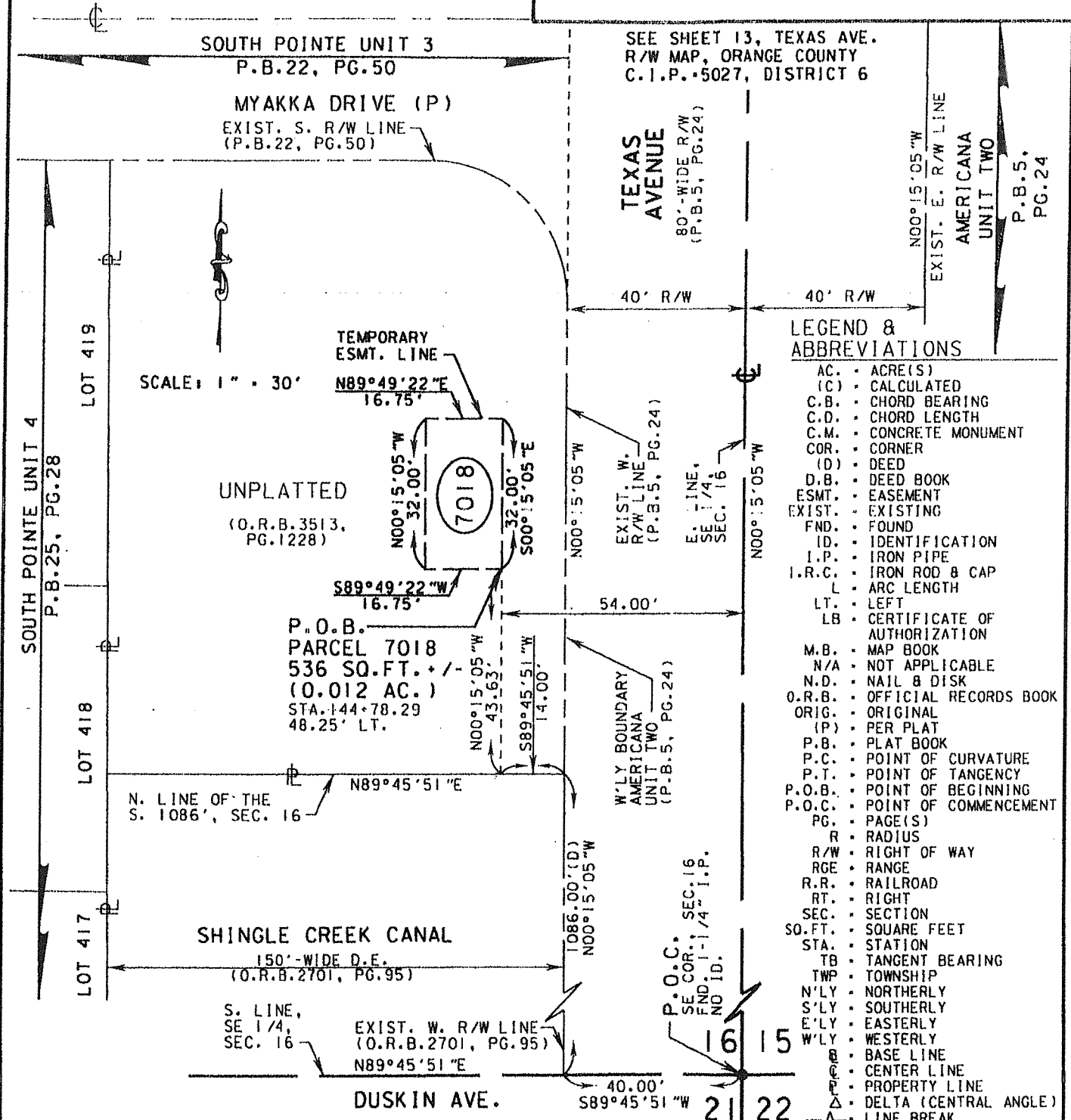
NOTE: BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°15'05" WEST, ASSUMED.

WRITTEN BY: RRC	DATE: 03/16/11	SECTION: 16	TEXAS AVENUE ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY:	REV.:	RANGE: 29E		SHEET 1 OF 2
	REV.:			C.I.P. - 5027

SKETCH OF DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 7018



NOTE: BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°15'05" WEST, ASSUMED.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

DESIGNED BY: INWOOD	DATE: 03/16/11	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: 1" = 30'
APPROVED BY:	REV.:	RANGE: 29E		SHEET 2 OF 2
	REV.:			C.I.P. = 5027

SCHEDULE "B"

5027 TEXAS AVENUE PARCEL 7018

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7018 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

EXHIBIT "B"

LIMITED WARRANTY DEED

Prepared by and after
recording return to:
SDT, Inc.
P.O. Box 1622
Fairhope, AL 36533

STATE OF FLORIDA
COUNTY OF ORANGE

LIMITED WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018 between **BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY D/B/A AT&T FLORIDA, FORMERLY KNOWN AS BELLSOUTH TELECOMMUNICATIONS, INC., SUCCESSOR TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY**, hereinafter called "GRANTOR" and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter called "GRANTEE" (the terms "GRANTOR" and "GRANTEE" are used for the singular and plural, as the context demands).

WITNESSETH:

Grantor, for and in consideration of Ten Dollars and no/100 cents and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell unto the said Grantee, and Grantee's heirs and assigns forever, land situated, lying and being in Orange County, State of Florida with an address of 5444 Texas Avenue, Orlando, FL 32839 (GLC #37665) and more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behalf of the said Grantee forever and in FEE SIMPLE.

AND THE SAID Grantor will only warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons owning, holding, or claiming by, through or under Grantor, but not otherwise. Notwithstanding the foregoing, Grantee has been given the opportunity to make a full and complete investigation and inspection of the land conveyed hereunder. The land conveyed hereunder is being sold "AS IS", "WHERE IS" and "WITH ALL FAULTS," latent and patent. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HAS NOT AND WILL NOT, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT OR RELATING TO THE TITLE

TO THE LAND CONVEYED HEREUNDER OR RELATING TO THE CONDITION OF THE LAND
CONVEYED HEREUNDER INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR
MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Limited
Warranty Deed, the day and year above written.

Signed, sealed and delivered in the
presence of:

Print

Print

BellSouth Telecommunications, LLC, a
Georgia limited liability company

By: _____

Cherise C. Mlott

Title: Director of CRE Portfolio Management /
Transactions

STATE OF GEORGIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
Cherise C. Mlott, as Director of CRE Portfolio Management / Transactions, of BellSouth
Telecommunications, LLC, a Georgia limited liability company, who is personally known to me or
has produced _____ as identification and who did/did
not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Georgia

Commission No.: _____

My commission expires: _____

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

Prepared by and after
Recording return to:
SDT, Inc.
P.O. Box 1622
Fairhope, AL 36533

TEMPORARY CONSTRUCTION AGREEMENT

THIS TEMPORARY CONSTRUCTION AGREEMENT is made as of the last day of execution, by and between **BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, D/B/A AT&T FLORIDA, FORMERLY KNOWN AS BELLSOUTH TELECOMMUNICATIONS, INC., SUCCESSOR TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY** (the "GRANTOR") with an address of One AT&T Way, Bedminster, NJ 07921 and **ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** (the "GRANTEE"), with an address of P. O. Box 1393, Orlando, Florida 32802-1393.

RECITALS

WHEREAS, Grantor owns the property described on **Exhibit A** attached hereto (the "Property");

WHEREAS, Grantor has agreed pursuant to the terms of this Agreement to grant a Temporary Construction Easement to Grantee on a portion of the Property located at 5444 Texas Avenue, Orlando, FL (GLC #37665);

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and no/100s Dollars and the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. **Grant of Easement.** Grantor does hereby convey and grant unto Grantee, its successors and assigns a non-exclusive easement for a period of seven (7) years from the execution hereof for the construction, installation, and/or repair of Texas Avenue RCA (Oak Ridge Road to Holden Avenue (the "Temporary Construction Easement") described on **Exhibit B** attached hereto. Grantee agrees to repair and restore to Grantor's reasonable satisfaction any portions of the Property damaged by Grantee in connection with the installation of said inlet. Grantee's execution and acceptance of this Temporary Construction Easement evidences Grantee's agreement that Grantee, for itself and the Grantee Parties (hereinafter defined), covenants and agrees with Grantor, its successors and assigns, that Grantor shall not be liable for any injury to person or damage to or loss of property on or about the Temporary Construction Easement premises caused by Grantee, its directors, employees, contractors, or invitees, or arising out of the exercise

of the rights arising out of this Agreement. Further, Grantee understands and agrees, for itself, its successors and assigns, that by Grantor's grant of the Temporary Construction Easement, Grantor is not representing nor warranting as to any matter or condition (express or implied), and Grantor specifically negates and disclaims any representations and warranties, including, without limitation, any representations and warranties with respect to the adequacy or sufficiency of the Temporary Construction Easement or otherwise, and the Temporary Construction Easement shall be "**AS IS, WHERE IS, WITH ALL FAULTS**" with no representation or warranty. The right-of-way and Temporary Construction Easement granted hereby is subject to (i) deeds, easements, rights-of-way, restrictive covenants, reservations, or other instruments now of record which affect the easement and (ii) all other occupancies, rights, improvements and other matters not of record which are visible and/or would be apparent from an inspection of the easement and/or Property.

2. Installation.

(a) The Grantor has facilities in or near the Temporary Construction Easement, which must be located by the Grantee prior to any digging. Grantee agrees that any digging within eighteen inches (18") of any of Grantor's facilities must be done by hand. Grantee will not disturb any of Grantor's facilities. After installation, the Property shall not be altered by Grantee in a manner so as to interfere with the operation and maintenance of the Property by Grantor thereof.

(b) Except in an emergency, Grantee shall give Grantor not less than seventy-two (72) hours prior written notice of its intention to engage in any excavating, digging, trenching, boring, or similar activities within the Temporary Construction Easement that might disrupt or penetrate the soil. Grantee shall exercise due care and caution in its use of the Temporary Construction Easement, including hand digging, to locate and avoid damage to any underground cables, fibers, pipes, or other facilities. Grantee shall have any and all said facilities existing on, near, below, or adjacent to the Temporary Construction Easement located prior to any activity within the Temporary Construction Easement.

3. Obligations. This Easement is granted upon all of the express conditions set forth herein. Grantee represents, warrants, and covenants that Grantee in the construction and use of this Temporary Construction Easement shall do no unnecessary injury to any trees, shrubs, lawns, buildings, fences, septic field or appurtenances, above or underground, within the Grantor's Property, and shall restore the ground, building(s), fences, and appurtenances of said Grantor's Property to substantially its same condition as it was before the start of such construction work undertaken by the Grantee and/or its agents or contractors, as the case may be.

4. Grantor's Rights. The Grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands and Property with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere Grantee's rights herein. Grantee's use of the Temporary Construction Easement premises and activities and actions in

connection therewith and the exercise of its rights under this Temporary Construction Easement shall be in compliance with all present and future ordinances, standards, codes, laws, regulations, rules, restrictions, covenants, requirements and orders of all federal, state, county and municipal governments or quasi-governmental entities or agencies relating to or affecting any of the Temporary Construction Easement or having jurisdiction over any of the parties hereto.

5. Liens. Grantee shall not create, or permit to be created, recorded or filed against the Property any lien of any nature. If any such lien is created, attached, recorded or otherwise claimed or asserted against any portion of the Property, and Grantee does not obtain the release, extinguishment or vacation of such lien within thirty (30) days after the date such lien is first created, claimed or asserted (whichever is earliest), the Grantor may satisfy the lien, and Grantee shall reimburse Grantor the amount so paid together with an administrative fee equal to fifteen percent (15%) of the amount so paid and interest at the rate of twelve percent (12%) per annum or the rate permitted by law, whichever is less. This section shall not be construed as a limitation on the rights or responsibilities of the Grantor or Grantee, or of any other provisions, contained elsewhere in this Temporary Construction Easement.

6. Severability. Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive

7. Caption. Section captions used in this Temporary Construction Easement are for convenience only and shall not affect the construction of this Temporary Construction Easement.

8. Notice. All notices, requests, submissions of contracts, and all other writings required under this Temporary Construction Easement must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Grantee:	Orange County, Florida Attn: Real Estate Management Division P. O. Box 1393 Orlando, FL 32802-1393
Grantor:	AT&T Services, Inc. - Corporate Real Estate 754 Peachtree Street, N. E. Room 3D Atlanta, GA 30308
with a copy to:	AT&T Services, Inc. Executive Director- Senior Legal Vice President

1025 Lenox Park Blvd., Room 05C569
Atlanta, GA 30319

9. Insurance and Indemnification. Grantee shall maintain a general liability policy with respect to both Public Liability and Property Damage, which might arise out of Grantor's use of the Property. The liability policy shall be for a minimum of One Million Dollars (\$1,000,000) per occurrence for Public Liability, including death, and Property Damage, Grantee shall maintain the Public Liability and Property Damage Insurance specified above continuously and without lapse during the construction period and shall promptly pay before the same become due all premiums for the insurance policies specified above and will provide to Grantor current updated certificates from the insurance companies evidencing that the insurance required hereby is at all times in place during construction. To the extent not prohibited by law, Grantee shall indemnify, defend and hold Grantor, its successors, assigns, heirs, officers, employees, agents and contractors, harmless against any claim of liability or loss from personal injury or property damage, including the Property, for any loss, claim, responsibility or damage whatsoever (including damage or claims relating to applicable environmental laws and regulations) resulting from or arising out of the use or occupancy by Grantee, its employees, agents, contractors or invitees of the applicable property, including the Property and the Temporary Construction Easement

10. Compliance with Law and Environmental Indemnity. The term "Hazardous Substance" as used herein means and includes, without limitation, any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements or compounds affected by any other statute, law, ordinance, code, rule, regulation, order or decree now or at any time hereafter enacted or promulgated by any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material.

In connection with Grantee's use of the Property and the Temporary Construction Easement, Grantee shall not cause or permit to occur:

(a) Any violation of any applicable federal, state or local law, ordinance, or regulation now or hereafter enacted, including, but not limited to laws related to environmental conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Property.

(c) Should any governmental authority (the "Authority") or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release by Grantee of Hazardous Substances, then Grantee shall, at Grantee's sole cost and expense, prepare and submit the required plans and all related bonds and other financial assurances required, and Grantee shall carry out all such clean-up plans. Grantee shall not take any remedial action in response to the presence or release of any

Hazardous Substances on or about the Property without first giving written notice of the same to Grantor and affording Grantor the opportunity to review same to insure that Grantee's anticipated actions are contemplated so as to minimize any adverse affects on the operation of the Grantor's Property.

(d) Grantee shall not enter into any settlement agreement, consent decree or other compromises with respect to any claims relating to any Hazardous Substances in any way connected with the Property without first notifying Grantor and affording Grantor the opportunity to participate in any such proceedings.

(e) If Grantee fails to fulfill any duty imposed under this Section within a reasonable time or if Grantor deems Grantee's activities to be insufficient to protect the Property or will have an adverse impact on the Property which is not being adequately considered by Grantee, Grantor may do so; and in such case, Grantee shall cooperate with Grantor. No such action by Grantor and no attempt made by Grantor to mitigate damages under any Law shall constitute a waiver of any of Grantee's obligations under this Section.

(f) To the extent not prohibited by law, Grantee shall indemnify, defend with counsel reasonably acceptable to Grantor, and hold Grantor free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigating and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release or threatened release by Grantee of any Hazardous Substance that is on, from or affecting the Property; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the Hazardous Substances caused by Grantee ; (c) any lawsuit or administrative order relating to the Hazardous Substances caused by Grantee; or any violation by Grantee of any laws applicable to the Hazardous Substances. Grantee's indemnification obligations as set forth herein shall survive the expiration or termination of this Temporary Construction Easement.

11. Default, Grantee's failure to abide by any of the terms or conditions of this Temporary Construction Easement shall constitute a breach of this Agreement and Grantee shall be in default thereof, which default shall entitle Grantor to terminate this Temporary Construction Easement upon thirty (30) days notice thereof from Grantor unless such breach is fully remedied by Grantee within such time; provided, however, that if Grantee's breach is of such nature that it cannot be cured within thirty (30) days, then Grantee shall not be in default if it commences such cure within thirty (30) days following notice from Grantor and diligently pursues such cure to completion.

12. Neutral Construction. Grantee acknowledges and agrees that it has been represented by counsel in the preparation of this Temporary Construction Easement and has had a full and fair opportunity to negotiate the terms thereof, and further waives the benefit of any rule of construction that an instrument is to be construed most favorably to its drafter.

IN WITNESS WHEREOF, the Grantor has executed this Temporary Construction Easement on the date set forth below.

Grantor:

Signed, sealed and delivered in the presence of:

Print

Print

BellSouth Telecommunications, LLC, a Georgia limited liability company

By: _____
Cherise C. Mlott

Title: Director of CRE Portfolio Management / Transactions

Date: _____

STATE OF GEORGIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Cherise C. Mlott, as Director of CRE Portfolio Management / Transactions, of BellSouth Telecommunications, LLC, a Georgia limited liability company, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Georgia

Commission No.: _____

My commission expires: _____

IN WITNESS WHEREOF, the Grantee has executed this Temporary Construction Easement on the date set forth below.

Grantee:

Orange County, Florida
By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name

EXHIBIT “D”

DUE DILIGENCE CONTINGENCY

DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

- (i) contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;**
- (ii) apparent violation of environmental requirements upon or associated with activities upon the Property;**
- (iii) the presence of any endangered or threatened species or plant life on the Property;**
- (iv) whether the Property has any historical or archeological significance;**
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property**

The Environmental Survey may include, without limitation, the results of:

- (a) a site inspection;**
- (b) interviews of present occupants of the Property;**
- (c) a review of public records concerning the Property and other properties in the vicinity of the Property;**
- (d) a review of aerial photographs of the Property and other evidence of historic land uses;**
- (e) soil and/or ground water testing and/or analysis;**
- (f) asbestos testing and/or analysis;**
- (g) testing and/or analysis of any other apparently applicable environmental hazard or condition;**
- (h) building inspection**

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by SELLER which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. SELLER will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for SELLER, or furnished to SELLER, or its agents, or consultants, and SELLER will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by SELLER confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, then, this Agreement is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this Agreement shall be terminated upon notice to SELLER of such unacceptability with no party to this Agreement having any further liability to any other.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 31 2018

Prepared by and after
recording return to:
SDT, Inc.
P.O. Box 1622
Fairhope, AL 36533

STATE OF FLORIDA
COUNTY OF ORANGE

This document has been executed and
delivered under threat of condemnation.
Therefore, this document is not subject to
documentary stamp tax. See Fla. Admin.
Code R. 12B-4.014(13).

LIMITED WARRANTY DEED

THIS INDENTURE, made this 22 day of March, 2018 between BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY D/B/A AT&T FLORIDA, FORMERLY KNOWN AS BELLSOUTH TELECOMMUNICATIONS, INC., SUCCESSOR TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called "GRANTOR" and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter called "GRANTEE" (the terms "GRANTOR" and "GRANTEE" are used for the singular and plural, as the context demands).

WITNESSETH:

Grantor, for and in consideration of Ten Dollars and no/100 cents and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell unto the said Grantee, and Grantee's heirs and assigns forever, land situated, lying and being in Orange County, State of Florida with an address of 5444 Texas Avenue, Orlando, FL 32839 (GLC #37665) and more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behalf of the said Grantee forever and in FEE SIMPLE.

AND THE SAID Grantor will only warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons owning, holding, or claiming by, through or under Grantor, but not otherwise. Notwithstanding the foregoing, Grantee has been given the opportunity to make a full and complete investigation and inspection of the land conveyed hereunder. The land conveyed hereunder is being sold "AS IS", "WHERE IS" and "WITH ALL FAULTS," latent and patent. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HAS NOT AND WILL NOT, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT OR RELATING TO THE TITLE

TO THE LAND CONVEYED HEREUNDER OR RELATING TO THE CONDITION OF THE LAND CONVEYED HEREUNDER INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Limited Warranty Deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Linda S. Edwards
Linda S. Edwards

Print

Melissa Wilton
Melissa Wilton

Print

BellSouth Telecommunications, LLC, a Georgia limited liability company

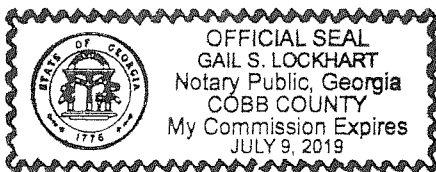
By: Cherise C. Mlott
Cherise C. Mlott

Title: Director of CRE Portfolio Management / Transactions

STATE OF GEORGIA

COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 27th day of March, 2018, by Cherise C. Mlott, as Director of CRE Portfolio Management / Transactions, of BellSouth Telecommunications, LLC, a Georgia limited liability company, who is personally known to me or has produced Corp ID as identification and who did/did not take an oath.



Gail S. Lockhart
(Signature of Notary Public)

Gail S. Lockhart
(Typed name of Notary Public)

Notary Public, State of Georgia

Commission No.: 116

My commission expires: July 9, 2019

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 1018

A PORTION OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3513, PAGE 1228, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°45'51" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 95, AND AS DEPICTED ON THE PLAT OF AMERICANA UNIT TWO, RECORDED IN PLAT BOOK 5, PAGE 24, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, RUN NORTH 00°15'05" WEST, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 1086.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1086.00 FEET OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 16, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE, RUN SOUTH 89°45'51" WEST, ALONG SAID NORTH LINE OF THE SOUTH 1086.00 FEET, A DISTANCE OF 14.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 54.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE, DEPARTING SAID NORTH LINE OF THE SOUTH 1086.00 FEET, RUN NORTH 00°15'05" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 111.96 FEET; THENCE, DEPARTING SAID PARALLEL LINE, RUN NORTH 36°47'49" WEST, A DISTANCE OF 22.37 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF MYAKKA DRIVE AS DEPICTED ON THE PLAT OF SOUTH POINTE UNIT 3, RECORDED IN PLAT BOOK 22, PAGE 50, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 42°41'30" EAST AND A CHORD DISTANCE OF 40.49 FEET; THENCE, FROM A TANGENT BEARING OF SOUTH 85°07'55" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EXISTING SOUTH RIGHT OF WAY LINE OF MYAKKA DRIVE, THROUGH A CENTRAL ANGLE OF 84°52'50", A DISTANCE OF 44.44 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE AFOREMENTIONED EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE; THENCE, DEPARTING SAID CURVE, RUN SOUTH 00°15'05" EAST, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,749 SQUARE FEET
OR 0.040 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

WILLIAM E. BYRD, JR. No. 5142
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 6842 STATE OF
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

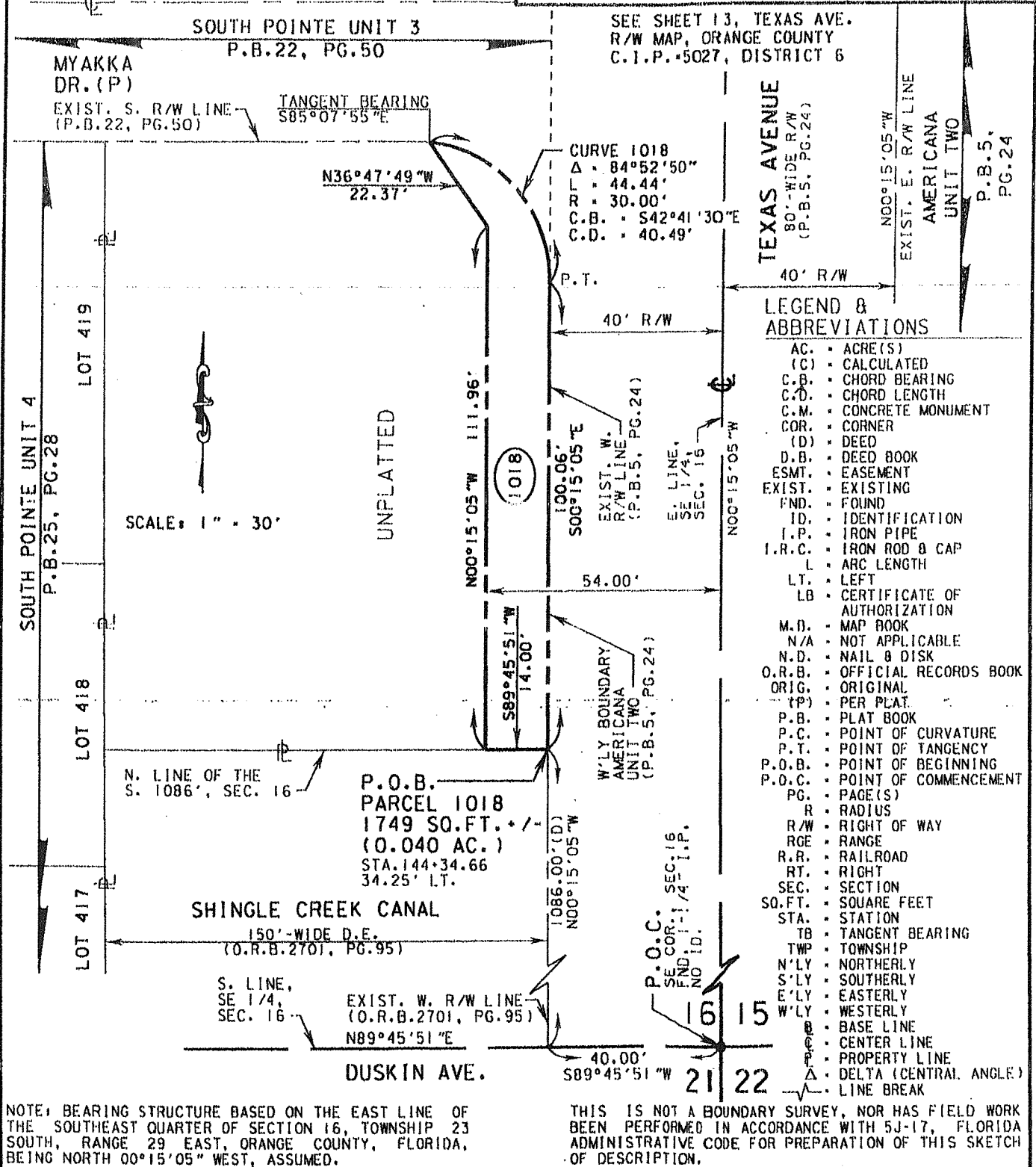
NOTE: BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°15'05" WEST, ASSUMED.

WRITTEN BY: RRC	DATE: 11/01/10	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY:	REV.:	RANGE: 29E		SHEET 1 OF 2
	REV.:			C.I.P. - 5027

SKETCH OF DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 1018



DESIGNED BY: INWOOD	DATE: 11/01/10	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: 1" = 30'
APPROVED BY:	REV.:	RANGE: 29E		SHEET 2 OF 2
	REV.:			C.I.P. = 5027

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 31 2018

Prepared by and after
Recording return to:
SDT, Inc.
P.O. Box 1622
Fairhope, AL 36533

This document has been executed and
delivered under threat of condemnation.
Therefore, this document is not subject to
documentary stamp tax. See Fla. Admin.
Code R. 12B-4.014(13).

TEMPORARY CONSTRUCTION AGREEMENT

THIS TEMPORARY CONSTRUCTION AGREEMENT is made as of the last day of execution, by and between **BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, D/B/A AT&T FLORIDA, FORMERLY KNOWN AS BELLSOUTH TELECOMMUNICATIONS, INC., SUCCESSOR TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY** (the "GRANTOR") with an address of One AT&T Way, Bedminster, NJ 07921 and **ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** (the "GRANTEE"), with an address of P. O. Box 1393, Orlando, Florida 32802-1393.

RECITALS

WHEREAS, Grantor owns the property described on **Exhibit A** attached hereto (the "Property");

WHEREAS, Grantor has agreed pursuant to the terms of this Agreement to grant a Temporary Construction Easement to Grantee on a portion of the Property located at 5444 Texas Avenue, Orlando, FL (GLC #37665);

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and no/100s Dollars and the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Grant of Easement. Grantor does hereby convey and grant unto Grantee, its successors and assigns a non-exclusive easement for a period of seven (7) years from the execution hereof for the construction, installation, and/or repair of Texas Avenue RCA (Oak Ridge Road to Holden Avenue (the "Temporary Construction Easement") described on **Exhibit B** attached hereto. Grantee agrees to repair and restore to Grantor's reasonable satisfaction any portions of the Property damaged by Grantee in connection with the installation of said inlet. Grantee's execution and acceptance of this Temporary Construction Easement evidences Grantee's agreement that Grantee, for itself and the Grantee Parties (hereinafter defined), covenants and agrees with Grantor, its successors and assigns, that Grantor shall not be liable for any injury to person or damage to or loss of property on or about the Temporary Construction Easement premises caused by Grantee, its directors, employees, contractors, or invitees, or arising out of the exercise

of the rights arising out of this Agreement. Further, Grantee understands and agrees, for itself, its successors and assigns, that by Grantor's grant of the Temporary Construction Easement, Grantor is not representing nor warranting as to any matter or condition (express or implied), and Grantor specifically negates and disclaims any representations and warranties, including, without limitation, any representations and warranties with respect to the adequacy or sufficiency of the Temporary Construction Easement or otherwise, and the Temporary Construction Easement shall be "**AS IS, WHERE IS, WITH ALL FAULTS**" with no representation or warranty. The right-of-way and Temporary Construction Easement granted hereby is subject to (i) deeds, easements, rights-of-way, restrictive covenants, reservations, or other instruments now of record which affect the easement and (ii) all other occupancies, rights, improvements and other matters not of record which are visible and/or would be apparent from an inspection of the easement and/or Property.

2. Installation.

(a) The Grantor has facilities in or near the Temporary Construction Easement, which must be located by the Grantee prior to any digging. Grantee agrees that any digging within eighteen inches (18") of any of Grantor's facilities must be done by hand. Grantee will not disturb any of Grantor's facilities. After installation, the Property shall not be altered by Grantee in a manner so as to interfere with the operation and maintenance of the Property by Grantor thereof.

(b) Except in an emergency, Grantee shall give Grantor not less than seventy-two (72) hours prior written notice of its intention to engage in any excavating, digging, trenching, boring, or similar activities within the Temporary Construction Easement that might disrupt or penetrate the soil. Grantee shall exercise due care and caution in its use of the Temporary Construction Easement, including hand digging, to locate and avoid damage to any underground cables, fibers, pipes, or other facilities. Grantee shall have any and all said facilities existing on, near, below, or adjacent to the Temporary Construction Easement located prior to any activity within the Temporary Construction Easement.

3. Obligations. This Easement is granted upon all of the express conditions set forth herein. Grantee represents, warrants, and covenants that Grantee in the construction and use of this Temporary Construction Easement shall do no unnecessary injury to any trees, shrubs, lawns, buildings, fences, septic field or appurtenances, above or underground, within the Grantor's Property, and shall restore the ground, building(s), fences, and appurtenances of said Grantor's Property to substantially its same condition as it was before the start of such construction work undertaken by the Grantee and/or its agents or contractors, as the case may be.

4. Grantor's Rights. The Grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands and Property with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere Grantee's rights herein. Grantee's use of the Temporary Construction Easement premises and activities and actions in

connection therewith and the exercise of its rights under this Temporary Construction Easement shall be in compliance with all present and future ordinances, standards, codes, laws, regulations, rules, restrictions, covenants, requirements and orders of all federal, state, county and municipal governments or quasi-governmental entities or agencies relating to or affecting any of the Temporary Construction Easement or having jurisdiction over any of the parties hereto.

5. Liens. Grantee shall not create, or permit to be created, recorded or filed against the Property any lien of any nature. If any such lien is created, attached, recorded or otherwise claimed or asserted against any portion of the Property, and Grantee does not obtain the release, extinguishment or vacation of such lien within thirty (30) days after the date such lien is first created, claimed or asserted (whichever is earliest), the Grantor may satisfy the lien, and Grantee shall reimburse Grantor the amount so paid together with an administrative fee equal to fifteen percent (15%) of the amount so paid and interest at the rate of twelve percent (12%) per annum or the rate permitted by law, whichever is less. This section shall not be construed as a limitation on the rights or responsibilities of the Grantor or Grantee, or of any other provisions, contained elsewhere in this Temporary Construction Easement.

6. Severability. Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive

7. Caption. Section captions used in this Temporary Construction Easement are for convenience only and shall not affect the construction of this Temporary Construction Easement.

8. Notice. All notices, requests, submissions of contracts, and all other writings required under this Temporary Construction Easement must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Grantee:	Orange County, Florida Attn: Real Estate Management Division P. O. Box 1393 Orlando, FL 32802-1393
Grantor:	AT&T Services, Inc. - Corporate Real Estate 754 Peachtree Street, N. E. Room 3D Atlanta, GA 30308
with a copy to:	AT&T Services, Inc. Executive Director- Senior Legal Vice President

1025 Lenox Park Blvd., Room 05C569
Atlanta, GA 30319

9. Insurance and Indemnification. Grantee shall maintain a general liability policy with respect to both Public Liability and Property Damage, which might arise out of Grantor's use of the Property. The liability policy shall be for a minimum of One Million Dollars (\$1,000,000) per occurrence for Public Liability, including death, and Property Damage, Grantee shall maintain the Public Liability and Property Damage Insurance specified above continuously and without lapse during the construction period and shall promptly pay before the same become due all premiums for the insurance policies specified above and will provide to Grantor current updated certificates from the insurance companies evidencing that the insurance required hereby is at all times in place during construction. To the extent not prohibited by law, Grantee shall indemnify, defend and hold Grantor, its successors, assigns, heirs, officers, employees, agents and contractors, harmless against any claim of liability or loss from personal injury or property damage, including the Property, for any loss, claim, responsibility or damage whatsoever (including damage or claims relating to applicable environmental laws and regulations) resulting from or arising out of the use or occupancy by Grantee, its employees, agents, contractors or invitees of the applicable property, including the Property and the Temporary Construction Easement

10. Compliance with Law and Environmental Indemnity. The term "Hazardous Substance" as used herein means and includes, without limitation, any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements or compounds affected by any other statute, law, ordinance, code, rule, regulation, order or decree now or at any time hereafter enacted or promulgated by any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material.

In connection with Grantee's use of the Property and the Temporary Construction Easement, Grantee shall not cause or permit to occur:

(a) Any violation of any applicable federal, state or local law, ordinance, or regulation now or hereafter enacted, including, but not limited to laws related to environmental conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Property.

(c) Should any governmental authority (the "Authority") or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release by Grantee of Hazardous Substances, then Grantee shall, at Grantee's sole cost and expense, prepare and submit the required plans and all related bonds and other financial assurances required, and Grantee shall carry out all such clean-up plans. Grantee shall not take any remedial action in response to the presence or release of any

Hazardous Substances on or about the Property without first giving written notice of the same to Grantor and affording Grantor the opportunity to review same to insure that Grantee's anticipated actions are contemplated so as to minimize any adverse affects on the operation of the Grantor's Property.

(d) Grantee shall not enter into any settlement agreement, consent decree or other compromises with respect to any claims relating to any Hazardous Substances in any way connected with the Property without first notifying Grantor and affording Grantor the opportunity to participate in any such proceedings.

(e) If Grantee fails to fulfill any duty imposed under this Section within a reasonable time or if Grantor deems Grantee's activities to be insufficient to protect the Property or will have an adverse impact on the Property which is not being adequately considered by Grantee, Grantor may do so; and in such case, Grantee shall cooperate with Grantor. No such action by Grantor and no attempt made by Grantor to mitigate damages under any Law shall constitute a waiver of any of Grantee's obligations under this Section.

(f) To the extent not prohibited by law, Grantee shall indemnify, defend with counsel reasonably acceptable to Grantor, and hold Grantor free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigating and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release or threatened release by Grantee of any Hazardous Substance that is on, from or affecting the Property; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the Hazardous Substances caused by Grantee ; (c) any lawsuit or administrative order relating to the Hazardous Substances caused by Grantee; or any violation by Grantee of any laws applicable to the Hazardous Substances. Grantee's indemnification obligations as set forth herein shall survive the expiration or termination of this Temporary Construction Easement.

11. Default, Grantee's failure to abide by any of the terms or conditions of this Temporary Construction Easement shall constitute a breach of this Agreement and Grantee shall be in default thereof, which default shall entitle Grantor to terminate this Temporary Construction Easement upon thirty (30) days notice thereof from Grantor unless such breach is fully remedied by Grantee within such time; provided, however, that if Grantee's breach is of such nature that it cannot be cured within thirty (30) days, then Grantee shall not be in default if it commences such cure within thirty (30) days following notice from Grantor and diligently pursues such cure to completion.

12. Neutral Construction. Grantee acknowledges and agrees that it has been represented by counsel in the preparation of this Temporary Construction Easement and has had a full and fair opportunity to negotiate the terms thereof, and further waives the benefit of any rule of construction that an instrument is to be construed most favorably to its drafter.

IN WITNESS WHEREOF, the Grantor has executed this Temporary Construction Easement on the date set forth below.

Grantor:

Signed, sealed and delivered in the presence of:

Linda S. Edwards

Linda S. Edwards

Print

Melissa Wilson

Melissa Wilson

Print

BellSouth Telecommunications, LLC, a Georgia limited liability company

By: Cherise C. Mlott

Cherise C. Mlott

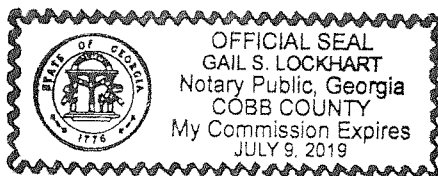
Title: Director of CRE Portfolio Management / Transactions

Date: 22 March 2018

STATE OF GEORGIA

COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 22nd day of March, 2018, by Cherise C. Mlott, as Director of CRE Portfolio Management / Transactions, of BellSouth Telecommunications, LLC, a Georgia limited liability company, who is personally known to me or has produced Corp ID as identification and who did/did not take an oath.



Gail S. Lockhart
(Signature of Notary Public)
Gail S. Lockhart
(Typed name of Notary Public)

Notary Public, State of Georgia

Commission No.: 412

My commission expires: July 9, 2019

IN WITNESS WHEREOF, the Grantee has executed this Temporary Construction Easement on the date set forth below.

Grantee:

Orange County, Florida

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs,

Orange County Mayor

Date: 7.31.18

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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name



EXHIBIT "A"

EXHIBIT "A"

2135053 ORANGE JUN 1 4 02 PM '84 C.S. 3513 P. 1228
 WARRANTY DEED FROM CORPORATION RANCO FORM 33

This Warranty Deed Made and executed the 26th day of April A. D. 1984 by
 BEL-AIRE HOMES, INC.

a corporation existing under the laws of the State of Florida and having its principal place of business at 861 Douglas Avenue, Altamonte Springs, Florida 32714
 hereinafter called the grantor, to SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation existing under the laws of the State of Georgia

whose postoffice address is 20A53 Southern Bell Center, Atlanta, Georgia 30375

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Orange County, Florida, viz:

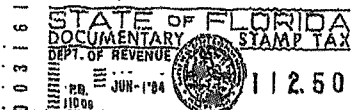
Beginning at the Southeast corner of Section 16, Township 23 South, Range 29 East, run N 00°05'02" E along the East line of Section 16 a distance of 1086.00 feet; thence run N 89°53'47" W a distance of 40.00 feet to the Point of Beginning, said Point of Beginning being on the West right of way line of Texas Avenue; From said Point of Beginning, run N 89°53'47" W, a distance of 100.00 feet; thence run N 00°05'02" E, a distance of 129.97 feet; thence run S 89°54'58" E, a distance of 70.00 feet; thence run along an arc, to the right 47.12 feet, said arc having a 30.00 radius and a delta angle of 90° to a point on the West right of way line of Texas Avenue; thence run S 00°05'02" W along said right of way line a distance of 99.97 feet to the Point of Beginning, lying in Orange County, Florida.

SUBJECT to Easement to City of Orlando and Orlando Utilities Commission recorded in Official Records Book 2363, page 52, Public Records of Orange County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances taxes accruing subsequent to December 31, 1983.



In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: *A. E. Blair*
 Secretary
 Signed, sealed and delivered in the presence of:
Alvin H. Williams
Denise M. Pearce

BEL-AIRE HOMES, INC.
 By: *Roy T. Dye*

RECORDED & RETURNED

Alvin H. Williams

County Comptroller, Orange Co., FLA.

STATE OF FLORIDA
 COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROY T. DYE, PRESIDENT AND A. E. BLAIR, SECRETARY

well known to me to be the President and the Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of April, A. D. 1984.

Alvin H. Williams
 Notary Public, State of Florida

My Commission Expires March 4, 1986

This Instrument prepared by:
 THIS INSTRUMENT WAS PREPARED BY:
 Address A. DUANE BERGSTROM, Attorney at Law
 55 E. LIVINGSTON ST. ORLANDO, FLORIDA 32802

RUSH, MARSHALL, BERGSTROM, REBER, AND GABRIELSON, P.A. ATTORNEYS AT LAW P. O. BOX 3146 - ORLANDO, FLORIDA 32811 Return to

AD13 17926

EXHIBIT “B”

Schedules “A” and “B” attached.

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 7018

A PORTION OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3513, PAGE 1228, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1-1/4" IRON PIPE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°45'51" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2701, PAGE 95, AND AS DEPICTED ON THE PLAT OF AMERICANA UNIT TWO, RECORDED IN PLAT BOOK 5, PAGE 24, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, RUN NORTH 00°15'05" WEST, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 1086.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1086.00 FEET OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 16; THENCE, DEPARTING SAID EXISTING WEST RIGHT OF WAY LINE OF TEXAS AVENUE, RUN SOUTH 89°45'51" WEST, ALONG SAID NORTH LINE OF THE SOUTH 1086.00 FEET, A DISTANCE OF 14.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 54.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE, DEPARTING SAID NORTH LINE OF THE SOUTH 1086.00 FEET, RUN NORTH 00°15'05" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 43.63 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID PARALLEL LINE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: SOUTH 89°49'22" WEST, A DISTANCE OF 16.75 FEET; THENCE, NORTH 00°15'05" WEST, A DISTANCE OF 32.00 FEET; THENCE, NORTH 89°49'22" EAST, A DISTANCE OF 16.75 FEET TO A POINT ON THE AFOREMENTIONED PARALLEL LINE; THENCE RUN SOUTH 00°15'05" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 536 SQUARE FEET OR 0.012 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

WILLIAM E. BYRD No. 5442
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5442
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

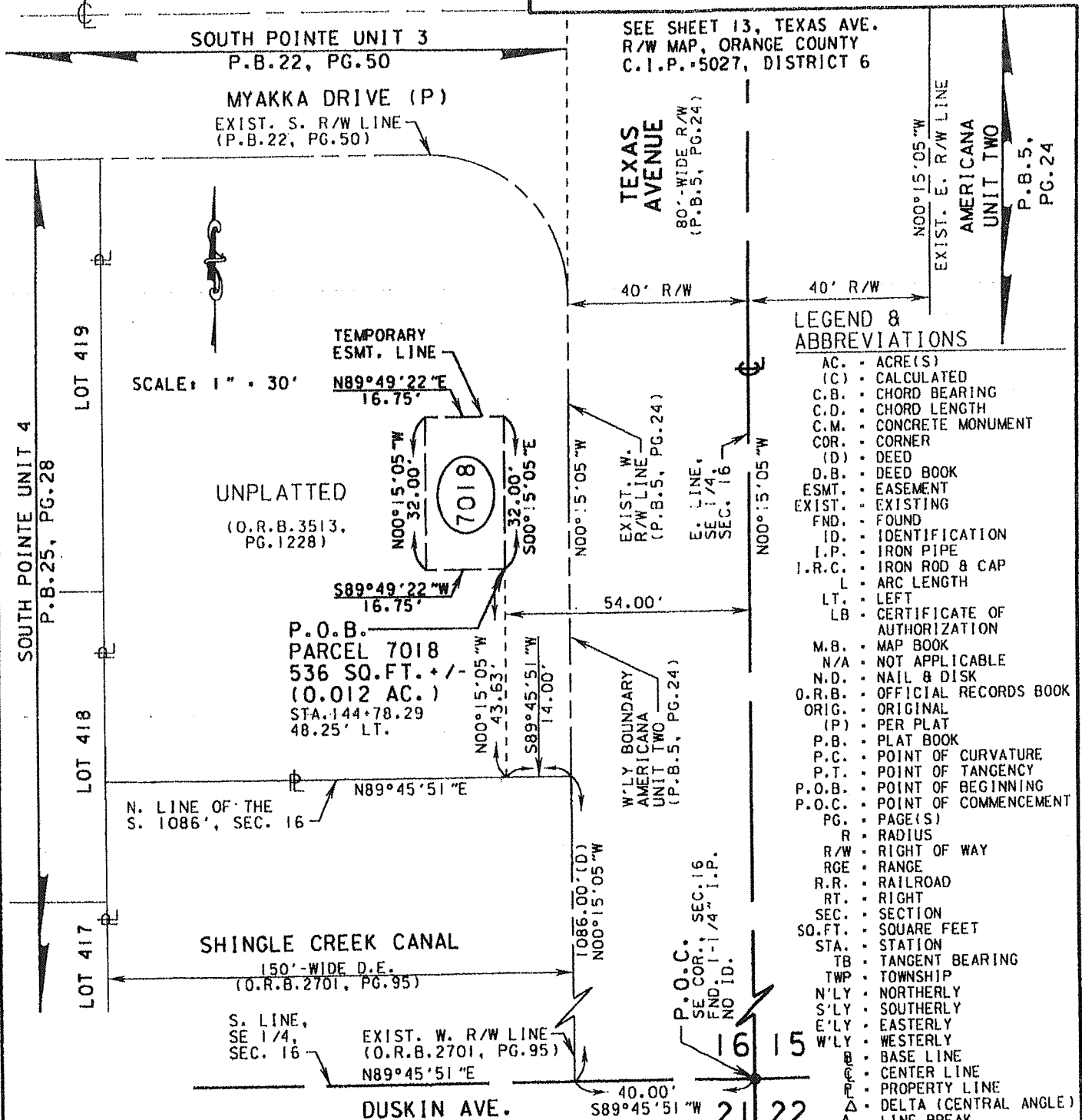
NOTE: BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°15'05" WEST, ASSUMED.

WRITTEN BY: RRC	DATE: 03/16/11	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY:	REV.:	RANGE: 29E		SHEET 1 OF 2
	REV.:			C.I.P. - 5027

SKETCH OF DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER: 7018



NOTE: BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°15'05" WEST, ASSUMED.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

DESIGNED BY: INWOOD	DATE: 03/16/11	SECTION: 16	TEXAS AVENUE-ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: 1" = 30'
APPROVED BY:	REV.:	RANGE: 29E		SHEET 2 OF 2
	REV.:			C.I.P. - 5027

SCHEDULE "B"

5027 TEXAS AVENUE PARCEL 7018

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7018 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)

County: Orange
Parcel: 1018
CIP No: 5027

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. (Describe fully the interest or bias on an addendum to this certificate.) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant professional assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of a right-of-way for a transportation facility to be constructed by Orange County, Florida.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County, Florida and I will not do so until so authorized by the County officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 10th day of November, 2016, is: \$ 63,400

Market value should be allocated as follows:

LAND	\$ <u>6,400</u>
IMPROVEMENTS	\$ <u>20,000</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>37,000</u>
TOTAL	\$ <u>63,400</u>

LAND AREA: (Ac/SF) 1,749 SF
LAND USE (HABU AS VACANT): Residential

December 15, 2016

DATE

December 15, 2016

DATE

Robert W. Simmons Jr.

APPRAISER

Robert W. Simmons, Jr., Vice President
State-Certified General Real Estate Appraiser RZ1736

Ted Hastings III

APPRAISER

Ted Hastings III, MAI, SRA, Treasurer
State-Certified General Real Estate Appraiser RZ41

RECEIVED

JAN 10 2017

Real Estate Department

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)

County: Orange
Parcel: 7018
CIP No: 5027

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. (Describe fully the interest or bias on an addendum to this certificate.) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant professional assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of a right-of-way for a transportation facility to be constructed by Orange County, Florida.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County, Florida and I will not do so until so authorized by the County officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 10th day of November, is: \$ 1,400

Market value should be allocated as follows:

LAND	\$ <u>1,400</u>
IMPROVEMENTS	\$ <u>0</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>0</u>
TOTAL	\$ <u>1,400</u>

LAND AREA: (Ac/SF) 536 SF

LAND USE (HABU AS VACANT): Residential

December 15, 2016
DATE

December 15, 2016
DATE

Robert W. Simmons Jr.
APPRAISER
Robert W. Simmons, Jr., Vice President
State-Certified General Real Estate Appraiser RZ1736

Ted Hastings III
APPRAISER
Ted Hastings III, MAI, SRA, Treasurer
State-Certified General Real Estate Appraiser RZ41

ADDENDUM TO CERTIFICATE OF VALUE

Appraisers: Ted Hastings III, MAI, SRA
State-Certified General Real Estate Appraiser RZ41 (Expiration 11/30/18)
Robert W. Simmons, Jr.
State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/18)
County Road: Texas Avenue (Oak Ridge Road to Holden Avenue)
County: Orange
CIP No: 5027
Parcel: 1018/7018

Ted Hastings III, MAI, SRA, State-Certified General Real Estate Appraiser RZ41 (Expiration 11/30/18) provided significant assistance in the function of inspection, analysis, report writing and review. Robert W. Simmons, Jr., State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/18) provided significant assistance in the function of inspections, analysis, research and report writing. Steve Sheiman, State-Certified General Real Estate Appraiser RZ2492 (Expiration 11/30/18) and Jeffery T. Sanford, State-Certified General Real Estate Appraiser RZ3547 (Expiration 11/30/18) provided significant professional assistance in the function of data research.

We have utilized the services of Hal Collins, P.E. and Scott Stuart, land planner with Kelly, Collins & Gentry, Inc. (KCG) to provide land planning and engineering services in support of this appraisal.

We have utilized the services of Bill Richardi of W.D. Richardi, Inc., general contractor to provide cost estimates in support of this appraisal.

Cornerstone Land Surveying, Inc. provided sketches in support of this appraisal.

This is an appraisal report of land and affected improvements. The reader is directed to the scope for a detailed explanation of valuation methods used for this appraisal.

We have not performed services as an appraiser regarding Parcel 1018/7018 that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and the Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

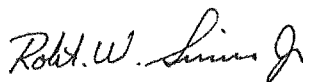
ADDENDUM TO CERTIFICATE OF VALUE
(Continued)

As of the date of this report, Robert W. Simmons, Jr. has completed the Standards and Ethics requirement of the Appraisal Institute for Associate Members.

As of the date of this report, Ted Hastings III, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

December 15, 2016

DATE



Robert W. Simmons, Jr., Vice President
State-Certified General Real Estate Appraiser RZ1736

December 15, 2016

DATE



Ted Hastings III, MAI, SRA, Treasurer
State-Certified General Real Estate Appraiser RZ41

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)
Parcel No: 1018 /7018
Name of Owner: Bellsouth Telecommunications, LLC
Page No.: 1

SETTLEMENT ANALYSIS

 X Pre-Condemnation
 Not Under Threat

County's Appraised Value

Parcel 1018

Land: 1,749 S.F.	\$ 6,400.00
Improvements: Grass/Mulch, Chain Link Fence, 6' Chain Link Gates, Concrete Pavement, Stuccoed Wall, Applied Subdivision Sign, Drainage Inlet, Storm Pipe, Indian Hawthorne, Viburnum Hedge, Oak Tree (16"), Oak Tree (24")	\$ 20,000.00
Cost-to-Cure: Survey & Stake Property Lines, Remove Existing Drainage Inlet, Install Drainage Pipe, Install New Drainage Structure, Regrade/Modify Retention Pond, Remove Chain Link Fence In R/W, Install 6' Chain Link Fence W/Barbed Wire, Install Temp. Fence W/Barbed Wire, Install Temp. 8' Swing Gates W/Barbed Wire, Site Plan and Permits, Sod Mulch Disturbed Areas, Provide Temporary Watering, Plant 4" Oak Tree, Install Viburnum Hedge, Install Indian Hawthorne, Construct Stuccoed Block Wall, Applied Subdivision Sign, Remove Temp. Fence & Gates, Install Additional Chain Link Fence W/3-Strand Barb Wire, Install 6' Swing Gates	\$ 37,000.00
Other Damages: N/A	\$ 0

Total Appraisal Value – Parcel 1018 **\$ 63,400.00**

Parcel 7018

Land: 536 S.F.	\$ 1,400.00
Improvements: N/A	\$ 0
Cost-to-Cure: N/A	\$ 0
Other Damages: N/A	\$ 0

Total Appraisal Value – Parcel 7018 **\$ 1,400.00**

Total Appraisal Value – Parcels 1018/7018 \$ 64,800.00

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)
Parcel No: 1018 /7018
Name of Owner: Bellsouth Telecommunications, LLC
Page No.: 2

Owner's Requested Amount—Initial

Owner's Counter Offer (Global): \$ 68,300.00

Total Owner's Requested Amount—Initial: \$ 68,300.00

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global): \$ 68,300.00

Total Owner's Requested Amount—After Negotiations: \$ 68,300.00

Probable Range of Testimony

County: \$ 64,800.00
Owner: \$ 68,300.00

Potential Additional Costs if Condemned

Appraisal Update Fees and OT Testimony (County):	\$ 6,000.00
Statutory Attorney Fees (Owner):	\$ 1,155.00
Business Damages (Owner):	\$ 0
Expert Witness Fees (Owner):	\$ 28,000.00
Expert Witness Fees & Trial Preparation (County) (Appraisal):	\$ 13,000.00
Expert Witness Fees & Trial Preparation (County) (Engineering & Other):	\$ 10,000.00
Other: N/A	\$ 0
Total Potential Costs of Condemnation:	<u>\$ 58,155.00</u>
Total Potential Judgment if Condemned: (Owner Testimony Plus Costs)	<u>\$ 126,455.00</u>

Recommended Settlement Amount \$ 68,300.00

EXPLANATION OF RECOMMENDED SETTLEMENT

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

The subject property is located at the southwest corner of South Texas Avenue and Myakka Drive, within unincorporated Orange County. The subject's parent tract contains 0.294 +/- (12,811 square feet) and is a generally rectangular tract. The subject is zoned R-2, Residential District, and located in

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)
Parcel No: 1018 /7018
Name of Owner: Bellsouth Telecommunications, LLC
Page No.: 3

Zone X, an area outside the 100 year flood plain. The subject is improved and the highest and best use is for low density residential. The project parcel is under threat and is described as follows:

Parcel 1018 is a Fee Simple strip acquisition is located along the easterly portion of the parent tract. The parcel contains 1,749 square feet and is being acquired for the expansion of South Texas Avenue.

Parcel 7018 is a Temporary Construction Easement (TCE) situated along the parent tract's central easterly section. The TCE contains 536 square feet and will allow the County to construct, tie-in, and harmonize the driveway entrance along Texas Avenue.

An original offer of \$64,800.00 was made for parcels 1018 & 7018 at appraised value. A counteroffer of \$68,300.00 was received from the property owner's attorney, as a global settlement to include all attorney fees, expert fees, costs, and non-monetary benefits.

When examined in light of what the expert fees, engineering fees, appraisal fees and attorney fees, could escalate to, I support the difference of \$3,500.00 and recommend accepting the attorney's first and final proposal. This settlement is in line with other settlements along Texas Avenue and will enable the County to maintain its current schedule without incurring additional expert witness or attorney costs incurred during any future litigation. I recommend and request approval of the \$68,300.00 for this settlement.

Recommended by: Erica Guidroz Date: 6-19-18
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 6-19-18
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: Paul Sladek Date: 6/19/18
Paul Sladek, Manager, Real Estate Mgmt. Division

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BellSouth Telecommunications, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 105262

6 City, state, and ZIP code

Atlanta, GA 30348-5262

Requester's name and address (optional)

7 List account number(s) here (optional)

*****NOTE*** Always use "Remit To" address when making payments.**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 8 - 0 4 3 6 1 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

[Signature]

Date ▶

5/12/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.