



## Interoffice Memorandum

### REAL ESTATE MANAGEMENT ITEM 6

**DATE:** January 26, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Alexander Jamison, Senior Acquisition Agent *AJ/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

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

**ACTION REQUESTED:** Approval and execution of Contract for Purchase and Sale by and between Carol Jean Bowerman, f/k/a Carol Jean Dell and Orange County, approval of Warranty Deed from Carol Jean Bowerman, f/k/a Carol Jean Dell and Brandon Brown to Orange County, approval of Holdover Agreement from Orange County to Carol Jean Bowerman, f/k/a Carol Jean Dell, authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Agreement for Sale and Purchase, and authorization to disburse funds to pay purchase price in the amount of \$550,000 and perform all actions necessary and incidental to closing.

**PROJECT:** Green PLACE Parcel 153  
  
District 5

**PURPOSE:** To preserve Environmentally Sensitive Lands (ESL)

**ITEMS:** Agreement for Sale and Purchase  
(Parcel 153)  
Cost: \$550,000  
Size: 15.59 acres

Warranty Deed  
(Instrument 153.1)

Holdover Agreement  
(Instrument 153.1HA)

**BUDGET:** Account No.: 1023-068-4303-6110

**FUNDS:** \$553,570 Payable to American Government Services Corporation  
(purchase price, title search and title insurance)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

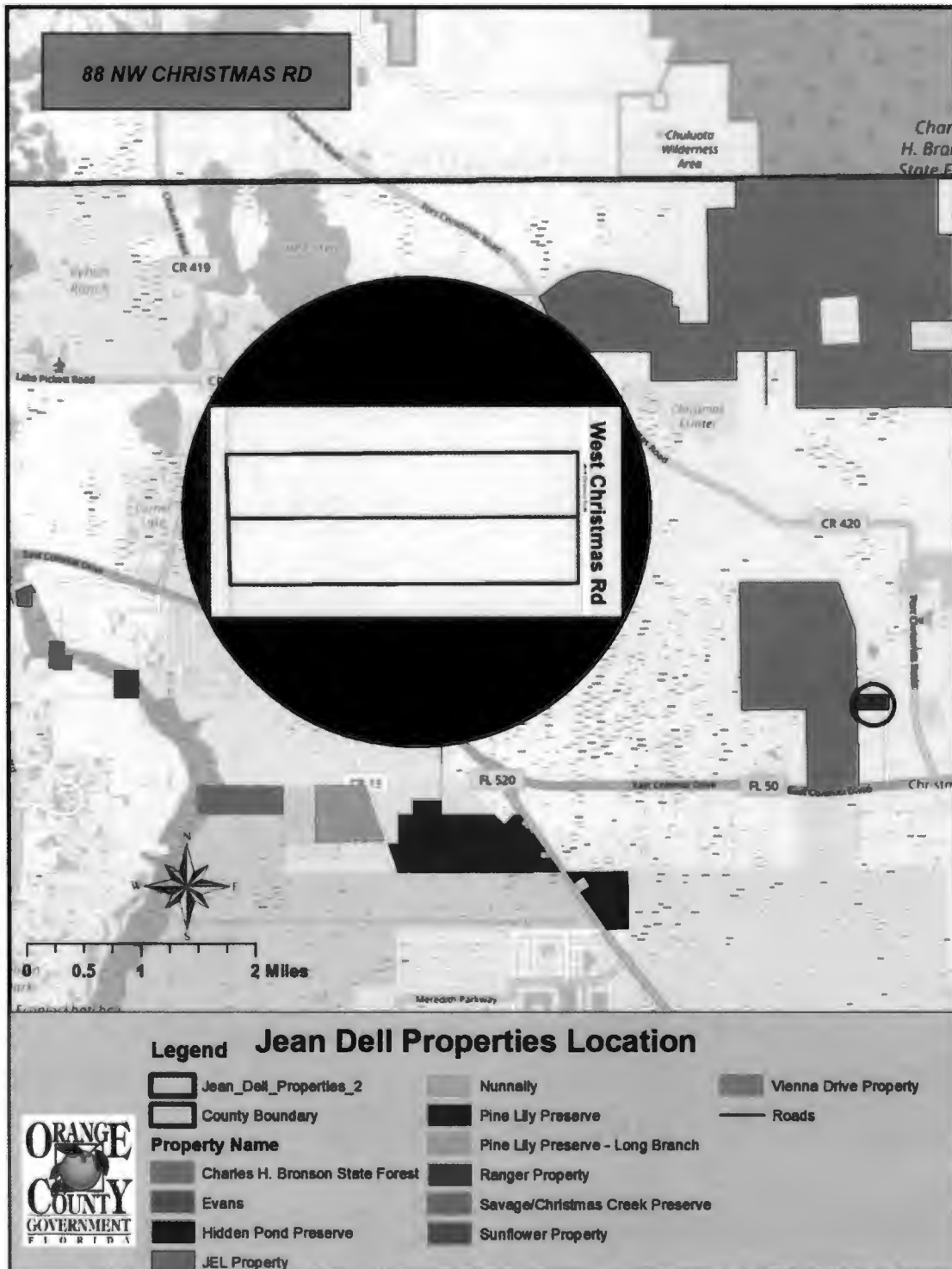
**REMARKS:** The subject properties, 22 and 88 North West Christmas Road, consist of two contiguous parcels located along the west side of North West Christmas Road, Christmas, Florida. Both parcels are rectangular in shape, are directly contiguous to Savage Christmas Creek Preserve and feature frontage along Christmas Road. The Seller will be allowed to occupy the premises for a period not to exceed four (4) months from the date of closing as stipulated in the Holdover Agreement.

The Property is being acquired at the request of the Environmental Protection Division. This action adds 15.59 acres of ESL to the Environmental Protection Division's Green PLACE Program. The subject parcels meet the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 Environmentally Sensitive Lands Acquisition (see criteria and maps below) and provides water resource protection, aquifer recharge, and floodplain storage; closes gaps between other publicly owned lands, and enhances an existing wildlife corridor.

Closing is contingent upon completion and acceptance of due diligence of the Property to be undertaken by the County during the inspection period.

Seller to pay documentary stamp taxes and prorated taxes.

<b>Administrative Regulation 11.07.01 Evaluation Criteria Summary</b>			
<b>REM Parcel #</b>	<b>PID#</b>	<b>Criteria Evaluated</b>	<b>Criteria Met</b>
153	28-22-33-0000-00-011 and 28-22-33-0000-00-035	Manageability	X
		Current Regulations/Threat of Degrading Events	X
		Presence/likelihood of non-imperiled and imperiled species	X
		Water Resource Protection	X
		Contiguity to other conservation Lands	X
		Rare Habitat	
		Ecosystem Diversity	X
		Enhances Wildlife Corridor	X
		Nature-Based Recreation	X
		Ecotourism Opportunities	X





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BCC Mtg. Date: February 8, 2022

## HOLDOVER AGREEMENT

This Holdover Agreement ("Agreement"), entered into by and between **Orange County**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **Carol Jean Bowerman, f/k/a Carol Jean Dell** (hereinafter "Seller") as of the Effective Date (hereinafter defined). The County and Seller are collectively referred to as the parties.

**WHEREAS**, the parties entered into a Contract for Sale and Purchase approved by the Orange County Board of County Commissioners at its February 8, 2022 meeting, ("Contract") for the properties commonly known as 22 North West Christmas Road and 88 North West Christmas Road, in Orange County, Florida, containing approximately 15.59 acres, bearing Orange County Property Appraiser's Parcel Identification Numbers 28-22-33-0000-00-011 and 28-22-33-0000-00-035, as more particularly described at Exhibit A attached hereto and incorporated herein (hereinafter the "Property").

**WHEREAS**, the Property is improved with two single-family residential homes. The Property, the homes, and any related improvements thereon including, without limitation, fixtures and appliances, shall be collectively referred to hereinafter as the "Premises"; and

**WHEREAS**, the Seller and her spouse, Brandon Brown, presently occupy the residence located at 88 North West Christmas Road [Orange County Property Appraiser's Parcel Identification Number: 28-22-33-0000-00-035] as a primary residence; and

**WHEREAS**, County voluntarily acquired the Premises pursuant to the above referenced Contract; and

**WHEREAS**, contingent upon the closing of the above-referenced Contract, County and Seller hereby agree that, subject to the terms and conditions of this Agreement, Seller shall have the right to continue to reside in the home located at 88 North West Christmas Road for a period not to exceed one hundred twenty (120) days from the Effective Date herein.

**NOW, THEREFORE**, in consideration of the purchase price outlined in the Contract, each to the other paid, and other good and valuable consideration contained herein, the sufficiency of which is acknowledged by both parties hereto, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue for a maximum term of one hundred twenty (120) days (the "Term"), unless earlier terminated in accordance with the terms and conditions of this Agreement. Provided however, Seller may terminate this Agreement at any time by providing County with ten (10) days' advance written notice.
3. **Use.** Seller and her spouse, Brandon Brown, are permitted to occupy the Property and reside in the main residence located at 88 North West Christmas Road [Orange County

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Property Appraiser's Parcel Identification Number: 28-22-33-0000-00-035] during the term of this Agreement. The other single-family residence located at 22 North West Christmas Road [Orange County Property Appraiser's Parcel Identification Number: 28-22-33-0000-00-011] shall not be occupied. Except as permitted herein, no part of the Property shall be permitted to be occupied, leased or encumbered.

4. **Rent.** Seller shall have no obligation to pay rent to County during the Term, provided that they fully comply with all terms and obligations herein. Seller shall be solely responsible for the payment of any charges or expenses that may arise or be imposed due to the occupancy of the Premises, it being the intent of this Agreement that County incur no expenses whatsoever due to or arising from Seller's holdover occupancy of the Premises. Any sums of money that may become due from Seller to County during the Term shall be payable immediately upon written demand from County. If payment of any monetary obligation is not made within ten (10) days after demand by County, then such payment shall be subject to a late charge of eighteen percent (18%) per annum until received in full.

5. **Expenses.** Seller shall be responsible for all upkeep, maintenance, repair, utilities, personal property taxes, if any, and any and all other costs or expenses related to their occupancy of the Premises. Seller shall keep all utilities including but not limited to: sewer, water, gas, electricity, cable, internet, lawn care, pool maintenance (as applicable), registered in Seller's name and shall pay the costs of all utilities until the expiration of the Term (or earlier if this Agreement is otherwise terminated as set forth herein). Seller covenants and agrees that they are responsible for the repair and/or reimbursement to County for any costs incurred by County for the repair of any damage done to the Premises or any portion of the Premises.

6. **No Waste.** Seller shall not do or commit anything to be done in or about the Premises which will in any way diminish the value of the Property or interfere with the right or use of the County, nor shall Seller or Seller's agents, guests, invitees or licensees allow the Premises to be used for any unlawful or objectionable purposes. Seller shall not commit or allow to be committed any waste upon the Premises or any nuisance, public or private, or any other act of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance on the Premises. Seller acknowledges that all appliances, systems and equipment are in good working order and Seller shall keep the Premises in good condition and repair, and shall ensure that all fixtures on the Premises as of the Effective Date remain on the Premises and are turned over to County at the end of the Term unless otherwise agreed to herein. Seller shall be responsible for reimbursing County for the value of any fixtures that are not on the Premises at the end of the Term.

7. **Insurance, Indemnification and Safety.** Seller shall have sole responsibility for insuring their personal property and assets and agree to waive any and all claims against County for damages or destruction of their personal property and assets, howsoever caused, during the term of this Agreement.

Seller shall procure and maintain for the Term of this Agreement, liability insurance without deductibles with limits no less than \$500,000.00 per occurrence, naming Orange County, Florida as an additional insured. Prior to the recording of the instrument of conveyance, Seller



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shall provide the County with a current certificate of insurance with a requirement of thirty (30) day prior written notice of cancellation or reduction in coverage.

In consideration of this Agreement, Seller shall, and does hereby agree, to waive any and all claims including but not limited to bodily injury and property damage against the County, and to defend, indemnify, save and hold harmless the County from and against any and all claims, suits, actions, damages, judgments, liabilities and expenses in connection with bodily or personal injury or property damage occurring on or arising from or out of Seller's use or holdover occupancy of the Premises.

The Seller shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:

- a) All guests, invitees and other Seller licensees on the Premises and all other persons who may be affected thereby;
- b) All property, materials and equipment, under the care, custody or control of the Seller; and
- c) Other property at or surrounding the Premises, including trees, shrubs, lawns, walks, pavements and roadways.

In an emergency affecting the safety of persons or property, the Seller will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

7. **Effective Date.** This Agreement will become effective upon Closing of the conveyance of the Premises described herein to Orange County free and clear of all liens and encumbrances ("Effective Date").

This Agreement is subject to approval by the Orange County Board of County Commissioners.

8. **Termination.** Unless terminated earlier in accordance with the provisions herein, this Agreement shall automatically terminate one hundred twenty (120) days from the Effective Date as specified in Section 7 of this Agreement. In the event Seller vacates the Premises prior to the expiration of the Term, this Agreement shall automatically terminate on the date Seller vacates the Premises. Seller shall notify County in writing ten (10) days in advance of vacating the Premises. Upon receipt of written notification, County personnel will contact Seller to schedule an interior/exterior inspection of the Premises to determine its condition and to assure that all permanent fixtures are in place. On the day of vacation of the Premises, Seller shall notify the County and make arrangements to provide the County with all keys to the Premises.

In the event the Seller is in breach of any covenant of this Agreement, then County, in addition to all other remedies available at law or in equity, may terminate this Agreement and initiate eviction proceedings.



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In the event Seller remains in possession after the Term, County shall commence eviction proceedings and Seller shall be responsible for all costs and expenses incurred by County in pursuing said proceedings.

9. **Assignment.** This Agreement is personal to the parties hereto and confers no property rights to Seller. Seller herewith relinquishes and severs all homestead status to the Premises and color of title. Seller shall not assign this Agreement or any interest therein, nor otherwise in any manner convey, or attempt to convey, transfer or encumber this Agreement. Seller shall not permit the Premises to be occupied for a period longer than a temporary visit by anyone except the individual(s) with whom this Agreement is made, and their immediate family member(s).

10. **Maintenance of Premises.** County makes no representations or warranties whatsoever as to the condition of any improvements upon the Premises and accepts no responsibility whatsoever therefore. Seller shall maintain the Premises in good and safe condition and shall be responsible to County for any damage to the interior or exterior of the Premises, except that which is due to normal wear and tear.

11. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by a recognized overnight courier (such as UPS or FedEx), or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:

	<b>Seller</b>	<b>County</b>
<b>Name:</b>	Jean Bowerman	Orange County Real Estate Management Division
<b>Physical Address:</b>	88 North West Christmas Road Christmas, Florida 32709	400 East South Street, 5 <sup>th</sup> Floor Orlando, Florida 32801
<b>Mailing Address:</b>	88 North West Christmas Road Christmas, Florida 32709	P.O. Box 1393 Orlando, Florida 32802-1393
<b>Contact:</b>	Jean Bowerman	Attn: Mindy T. Cummings, Manager
<b>Email:</b>	Jd5479@yahoo.com	
<b>Phone:</b>	407-489-8901	407-836-7070

12. **Miscellaneous.**

A. **Governing Law, Venue, Severability.** This Agreement shall be governed by the laws of the State of Florida. The parties hereto expressly submit to the jurisdiction of the courts of the State of Florida. Venue shall be proper only in Orange County, Florida. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTIONS.

B. **Sole Agreement, Amendment.** This Agreement supersedes and replaces any prior agreement(s) or understanding(s) of any type between the County and Seller less and except the Contract, which shall remain in full force and effect. To the extent that this Agreement contradicts

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or this Agreement's terms are in conflict with the Contract, the terms of this Agreement shall prevail. This Agreement may be amended only by a written instrument executed by both parties.

C. **Non-waiver.** No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

D. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interrupt or construe its provisions.

E. **Attorney's Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

F. **Sovereign Immunity.** For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date last written below.

**Seller**

**County**

**Orange County Real Estate Management**

\_\_\_\_\_  
Carol Jean Bowerman  
f/k/a Carol Jean Dell



\_\_\_\_\_  
Mindy T. Cummings, Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

5/25/22.

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**Exhibit "A"**  
Legal Description

Parcel ID# 28-22-33-0000-00-011 (22 North West Christmas Road)

The NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, (Less S 813 ft & Less N 248 ft & Less E 30 ft for Road Right of Way), Public Records of Orange County, Florida.

**AND**

Parcel ID# 28-22-33-0000-00-035 (88 North West Christmas Road)

Beginning at the northwest corner of the NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, run East 1320 feet; thence South 248 feet; thence West 1320 feet; thence North 248 feet to the point of beginning, Orange County, Florida. Less the East 30 feet thereof for road right of way;

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

FEB 08 2022

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**CONTRACT FOR PURCHASE AND SALE**

**COUNTY OF ORANGE  
STATE OF FLORIDA**

This Contract for Purchase and Sale (the "Agreement") is made and entered into by and between Carol Jean Bowerman f/k/a Carol Jean Dell ("Seller"), and Orange County, a charter county and political subdivision of the State of Florida ("Buyer").

**RECITALS**

- A. Seller owns the following real property in Orange County:  
Property Appraiser's Parcel Identification Numbers  
**28-22-33-0000-00-011 and 28-22-33-0000-00-035**  
  
(hereinafter referred to as the "Property")
- B. Buyer requires the Property as further described on **Exhibit A**, incorporated herein by reference, for its Green PLACE project (the "Project"). Such legal description may be updated when the Survey is received (as defined in Section 8.b. below).
- C. Seller agrees to furnish the Property for the Project.

**AGREEMENT**

In consideration of the promises stated in this Agreement and other good and valuable consideration, Buyer and Seller agree as follows:

1. **Agreement:**
  - a. Seller agrees to execute a Warranty Deed for the Property (the "Deed"), conveying the Property to Buyer free and clear of all liens and encumbrances.
  - b. Buyer agrees to pay the Consideration as defined below, to Seller for the Property.
2. **Consideration:** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, Seller agrees to sell and convey said land unto Buyer by Warranty Deed for Parcel 153, free and clear of all liens and encumbrances, for the total sum of Five Hundred Fifty Thousand Dollars (\$550,000.00).
3. **Effective Date:** The effective date of this Agreement (the "Effective Date") shall be the later of: (i) the date this Agreement is executed by Seller; or (ii) the date this Agreement is

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approved by the Orange County Board of County Commissioners (the “**Board**”) and executed by the Board.

**4. Closing Date and Location:** Unless otherwise agreed in writing between Buyer and Seller, the closing of the purchase and sale of the Property contemplated herein (“**Closing**”) shall be a “mail away” closing and all documents and funds necessary for Closing shall be received by the Title Company (the “**Closing Agent**”) on or before thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”) (except to the extent that the Closing Date is extended by other provisions of this Agreement).

**5. Closing Costs:** The following costs are required to complete the transaction contemplated pursuant to this Agreement (the “**Costs**”). The Costs are allocated between the Seller and Buyer as follows:

Cost	Paid by Seller	Paid by Buyer
Recording Fees for Warranty Deed	No	Yes
Documentary Stamps	Yes	No
Title Insurance	No	Yes
Survey	No	Yes
Appraisal Report	No	Yes
Recording fees for any instruments required by title commitment to clear title	Yes	No

**6. Prorations:** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller’s election, Seller’s share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer or title company reasonably acceptable to Buyer to the County Tax Collector on Seller’s behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

**7. Conditions of Closing:** All of the conditions listed below are conditions precedent to Closing. Such contingencies shall either be released, waived or cured within the timeframes set forth below.

a. **Title.** On or before twenty (20) days following the Effective Date of this Agreement, Buyer shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment July 1, 2021) committing to insure Buyer as purchaser of the Property in the amount of the Purchase Price (the “**Commitment**”), evidencing that marketable fee simple title to the property is currently vested in Seller free and clear of all liens, encumbrances or

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other matters of record whatsoever. In the event that Buyer shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to Buyer in its sole discretion; Buyer shall notify Seller of that fact in writing on or before fifteen (15) days following Buyer's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to Buyer (the "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 this Agreement. In the event Seller is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, Buyer shall either (a) extend the time period for Seller to cure or eliminate the Title Defects, (b) elect to terminate this Agreement on account thereof, (c) elect to close and accept a conveyance of Seller's title thereto subject to and notwithstanding the existence of the Title Defects on the Closing Date, 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 Buyer elects to terminate this Agreement because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to Seller on or before the expiration of the timeframe herein, this Agreement shall terminate. In the event Buyer elects to proceed on its own to cure or eliminate the Title Defects, Seller agrees to provide its reasonable cooperation in connection with Buyer's efforts but Seller shall have no obligation to incur expense or to initiate legal proceedings.

b. **Survey.** Within sixty (60) days of the Effective Date of this Agreement, Buyer may obtain a current boundary survey of the property. The survey shall be certified to Buyer and title company reasonably acceptable to Buyer 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 Buyer and Seller's approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT 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 Buyer hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Buyer, in its sole discretion, these shall be treated as Title Defects. Buyer 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.

c. **Inspection Period.** Buyer shall have ninety (90) days after the Effective Date, (the "Inspection Period") to determine whether Buyer is willing to accept title to and acquire the property from Seller. Seller agrees that during the Inspection Period, Buyer shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described and defined on the attached **Exhibit B**. Buyer, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property.

d. **Closing Documents.** Closing is contingent upon delivery of Seller to Buyer in recordable form all instruments necessary to convey the Property as referenced in this Agreement. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

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**8. Miscellaneous Provisions:**

a. **Notice.** All notices or deliveries required under this Agreement shall be hand-delivered or given by regular mail, or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

	<b>Seller</b>	<b>Buyer</b>
<b>Name:</b>	Jean Bowerman	Orange County Real Estate Management Division
<b>Physical Address:</b>	88 North West Christmas Road Christmas, Florida 32709	400 East South Street, 5 <sup>th</sup> Floor Orlando, Florida 32801
<b>Mailing Address:</b>	88 North West Christmas Road Christmas, Florida 32709	P.O. Box 1393 Orlando, Florida 32802-1393
<b>Contact:</b>	Jean Bowerman	Attn: Alex Jamison
<b>Email:</b>	Jd5479@yahoo.com	alexander.jamison@ocfl.net
<b>Phone:</b>	407-489-8901	407-836-7070

b. **Florida Statutes.** Seller shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

c. **Holdover Agreement.** Seller will have occupancy of the Property for a period not to exceed one hundred-twenty (120) days after the Closing Date subject to the terms and conditions of the form of Holdover Agreement attached hereto as **Exhibit C**, ("Holdover Agreement") to be executed at Closing. This provision will survive Closing.

d. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

e. **Entire Agreement.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Seller and Buyer, made with respect to the matters herein contained, and when duly executed constitute the Agreement between Seller and Buyer. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

f. **Due Diligence:** The Due Diligence Contingency, attached hereto as **Exhibit B**, is a material condition of this CONTRACT and incorporated herein by this reference.

g. **Delegation of Authority.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required or allowed under, to perform all actions necessary and incidental to closing this Contract or terminate the same for cause, and/or to perform all actions necessary and incidental to execute the Holdover Agreement and enforce the terms of same.

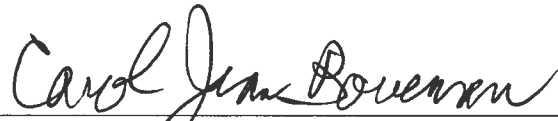


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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) written below.


Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's acquisition agent named below does not have authority to bind Orange County.

**SELLER**

  
\_\_\_\_\_  
Carol Jean Bowerman  
f/k/a Carol Jean Dell

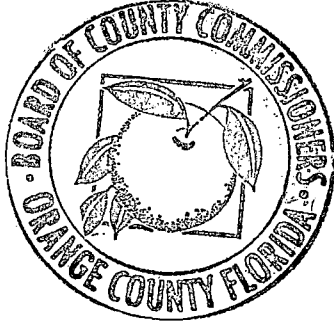
Date: 1/14/22

Presented to Seller on behalf of Orange County by:

  
\_\_\_\_\_  
Alexander Jamison, Acquisition Agent  
Orange County Real Estate Management Division

Date: 1/14/22

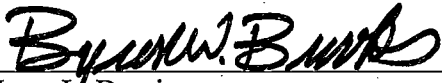
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**BUYER**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

  
Jerry L. Demings  
for Orange County Mayor  
Date: 8 Feb 22

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

BY:

  
for Deputy Clerk

  
Printed Name

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**EXHIBIT A**  
**Legal Description**

Parcel ID# 28-22-33-0000-00-011 (22 North West Christmas Road)

The NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, (Less S 813 ft & Less N 248 ft & Less E 30 ft for Road Right of Way), Public Records of Orange County, Florida.

**AND**

Parcel ID# 28-22-33-0000-00-035 (88 North West Christmas Road)

Beginning at the northwest corner of the NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, run East 1320 feet; thence South 248 feet; thence West 1320 feet; thence North 248 feet to the point of beginning, Orange County, Florida. Less the East 30 feet thereof for road right of way;

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## **EXHIBIT B 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

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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 CONTRACT 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 CONTRACT shall be terminated upon notice to SELLER of such unacceptability with no party to this CONTRACT having any further liability to any other.

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**EXHIBIT C**  
**FORM HOLDOVER AGREEMENT**

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Project: Green PLACE  
Instrument: 153.1HA

### **HOLDOVER AGREEMENT**

This Holdover Agreement ("Agreement"), entered into by and between **Orange County**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **Carol Jean Bowerman, f/k/a Carol Jean Dell** (hereinafter "Seller") as of the Effective Date (hereinafter defined). The County and Seller are collectively referred to as the parties.

**WHEREAS**, the parties entered into a Contract for Sale and Purchase approved by the Orange County Board of County Commissioners at its \_\_\_\_\_ meeting, ("Contract") for the properties commonly known as 22 North West Christmas Road and 88 North West Christmas Road, in Orange County, Florida, containing approximately 15.59 acres, bearing Orange County Property Appraiser's Parcel Identification Numbers 28-22-33-0000-00-011 and 28-22-33-0000-00-035, as more particularly described at **Exhibit A** attached hereto and incorporated herein (hereinafter the "Property").

**WHEREAS**, the Property is improved with two single-family residential homes. The Property, the homes, and any related improvements thereon including, without limitation, fixtures and appliances, shall be collectively referred to hereinafter as the "Premises"; and

**WHEREAS**, the Seller and her spouse, Brandon Brown, presently occupy the residence located at 88 North West Christmas Road [Orange County Property Appraiser's Parcel Identification Number: 28-22-33-0000-00-035] as a primary residence; and

**WHEREAS**, County voluntarily acquired the Premises pursuant to the above referenced Contract; and

**WHEREAS**, contingent upon the closing of the above-referenced Contract, County and Seller hereby agree that, subject to the terms and conditions of this Agreement, Seller shall have the right to continue to reside in the home located at 88 North West Christmas Road for a period not to exceed one hundred twenty (120) days from the Effective Date herein.

**NOW, THEREFORE**, in consideration of the purchase price outlined in the Contract, each to the other paid, and other good and valuable consideration contained herein, the sufficiency of which is acknowledged by both parties hereto, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Term**. The term of this Agreement shall commence on the Effective Date, and shall continue for a maximum term of one hundred twenty (120) days (the "Term"), unless earlier terminated in accordance with the terms and conditions of this Agreement. Provided however, Seller may terminate this Agreement at any time by providing County with ten (10) days' advance written notice.

3. **Use**. Seller and her spouse, Brandon Brown, are permitted to occupy the Property and reside in the main residence located at 88 North West Christmas Road [Orange County



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Property Appraiser's Parcel Identification Number: 28-22-33-0000-00-035] during the term of this Agreement. The other single-family residence located at 22 North West Christmas Road [Orange County Property Appraiser's Parcel Identification Number: 28-22-33-0000-00-011] shall not be occupied. Except as permitted herein, no part of the Property shall be permitted to be occupied, leased or encumbered.

4. **Rent.** Seller shall have no obligation to pay rent to County during the Term, provided that they fully comply with all terms and obligations herein. Seller shall be solely responsible for the payment of any charges or expenses that may arise or be imposed due to the occupancy of the Premises, it being the intent of this Agreement that County incur no expenses whatsoever due to or arising from Seller's holdover occupancy of the Premises. Any sums of money that may become due from Seller to County during the Term shall be payable immediately upon written demand from County. If payment of any monetary obligation is not made within ten (10) days after demand by County, then such payment shall be subject to a late charge of eighteen percent (18%) per annum until received in full.

5. **Expenses.** Seller shall be responsible for all upkeep, maintenance, repair, utilities, personal property taxes, if any, and any and all other costs or expenses related to their occupancy of the Premises. Seller shall keep all utilities including but not limited to: sewer, water, gas, electricity, cable, internet, lawn care, pool maintenance (as applicable), registered in Seller's name and shall pay the costs of all utilities until the expiration of the Term (or earlier if this Agreement is otherwise terminated as set forth herein). Seller covenants and agrees that they are responsible for the repair and/or reimbursement to County for any costs incurred by County for the repair of any damage done to the Premises or any portion of the Premises.

6. **No Waste.** Seller shall not do or commit anything to be done in or about the Premises which will in any way diminish the value of the Property or interfere with the right or use of the County, nor shall Seller or Seller's agents, guests, invitees or licensees allow the Premises to be used for any unlawful or objectionable purposes. Seller shall not commit or allow to be committed any waste upon the Premises or any nuisance, public or private, or any other act of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance on the Premises. Seller acknowledges that all appliances, systems and equipment are in good working order and Seller shall keep the Premises in good condition and repair, and shall ensure that all fixtures on the Premises as of the Effective Date remain on the Premises and are turned over to County at the end of the Term unless otherwise agreed to herein. Seller shall be responsible for reimbursing County for the value of any fixtures that are not on the Premises at the end of the Term.

7. **Insurance, Indemnification and Safety.** Seller shall have sole responsibility for insuring their personal property and assets and agree to waive any and all claims against County for damages or destruction of their personal property and assets, howsoever caused, during the term of this Agreement.

Seller shall procure and maintain for the Term of this Agreement, liability insurance without deductibles with limits no less than \$500,000.00 per occurrence, naming Orange County, Florida as an additional insured. Prior to the recording of the instrument of conveyance, Seller

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shall provide the County with a current certificate of insurance with a requirement of thirty (30) day prior written notice of cancellation or reduction in coverage.

In consideration of this Agreement, Seller shall, and does hereby agree, to waive any and all claims including but not limited to bodily injury and property damage against the County, and to defend, indemnify, save and hold harmless the County from and against any and all claims, suits, actions, damages, judgments, liabilities and expenses in connection with bodily or personal injury or property damage occurring on or arising from or out of Seller's use or holdover occupancy of the Premises.

The Seller shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:

- a) All guests, invitees and other Seller licensees on the Premises and all other persons who may be affected thereby;
- b) All property, materials and equipment, under the care, custody or control of the Seller; and
- c) Other property at or surrounding the Premises, including trees, shrubs, lawns, walks, pavements and roadways.

In an emergency affecting the safety of persons or property, the Seller will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

7. **Effective Date.** This Agreement will become effective upon Closing of the conveyance of the Premises described herein to Orange County free and clear of all liens and encumbrances ("Effective Date").

This Agreement is subject to approval by the Orange County Board of County Commissioners.

8. **Termination.** Unless terminated earlier in accordance with the provisions herein, this Agreement shall automatically terminate one hundred twenty (120) days from the Effective Date as specified in Section 7 of this Agreement. In the event Seller vacates the Premises prior to the expiration of the Term, this Agreement shall automatically terminate on the date Seller vacates the Premises. Seller shall notify County in writing ten (10) days in advance of vacating the Premises. Upon receipt of written notification, County personnel will contact Seller to schedule an interior exterior inspection of the Premises to determine its condition and to assure that all permanent fixtures are in place. On the day of vacation of the Premises, Seller shall notify the County and make arrangements to provide the County with all keys to the Premises.

In the event the Seller is in breach of any covenant of this Agreement, then County, in addition to all other remedies available at law or in equity, may terminate this Agreement and initiate eviction proceedings.

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In the event Seller remains in possession after the Term, County shall commence eviction proceedings and Seller shall be responsible for all costs and expenses incurred by County in pursuing said proceedings.

9. **Assignment.** This Agreement is personal to the parties hereto and confers no property rights to Seller. Seller herewith relinquishes and severs all homestead status to the Premises and color of title. Seller shall not assign this Agreement or any interest therein, nor otherwise in any manner convey, or attempt to convey, transfer or encumber this Agreement. Seller shall not permit the Premises to be occupied for a period longer than a temporary visit by anyone except the individual(s) with whom this Agreement is made, and their immediate family member(s).

10. **Maintenance of Premises.** County makes no representations or warranties whatsoever as to the condition of any improvements upon the Premises and accepts no responsibility whatsoever therefore. Seller shall maintain the Premises in good and safe condition and shall be responsible to County for any damage to the interior or exterior of the Premises, except that which is due to normal wear and tear.

11. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by a recognized overnight courier (such as UPS or FedEx), or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:

	<b>Seller</b>	<b>County</b>
<b>Name:</b>	Jean Bowerman	Orange County Real Estate Management Division
<b>Physical Address:</b>	88 North West Christmas Road Christmas, Florida 32709	400 East South Street, 5 <sup>th</sup> Floor Orlando, Florida 32801
<b>Mailing Address:</b>	88 North West Christmas Road Christmas, Florida 32709	P.O. Box 1393 Orlando, Florida 32802-1393
<b>Contact:</b>	Jean Bowerman	Attn: Mindy T. Cummings, Manager
<b>Email:</b>	Jd5479@yahoo.com	
<b>Phone:</b>	407-489-8901	407-836-7070

12. **Miscellaneous.**

A. **Governing Law, Venue, Severability.** This Agreement shall be governed by the laws of the State of Florida. The parties hereto expressly submit to the jurisdiction of the courts of the State of Florida. Venue shall be proper only in Orange County, Florida. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTIONS.

B. **Sole Agreement, Amendment.** This Agreement supersedes and replaces any prior agreement(s) or understanding(s) of any type between the County and Seller less and except the Contract, which shall remain in full force and effect. To the extent that this Agreement contradicts

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or this Agreement's terms are in conflict with the Contract, the terms of this Agreement shall prevail. This Agreement may be amended only by a written instrument executed by both parties.

C. **Non-waiver.** No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

D. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interrupt or construe its provisions.

E. **Attorney's Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

F. **Sovereign Immunity.** For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date last written below.

**Seller**

**County**

**Orange County Real Estate Management**

FORM NOT FOR SIGNATURE

Carol Jean Bowerman  
f k a Carol Jean Dell

Mindy T. Cummings, Manager

Date:

Date:

Project: Green PLACE  
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**Exhibit "A"**  
**Legal Description**

Parcel ID# 28-22-33-0000-00-011 (22 North West Christmas Road)

The NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, (Less S 813 ft & Less N 248 ft & Less E 30 ft for Road Right of Way), Public Records of Orange County, Florida.

**AND**

Parcel ID# 28-22-33-0000-00-035 (88 North West Christmas Road)

Beginning at the northwest corner of the NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, run East 1320 feet; thence South 248 feet; thence West 1320 feet; thence North 248 feet to the point of beginning, Orange County, Florida. Less the East 30 feet thereof for road right of way;

# REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: December 28, 2021

Total Amount: \$553,570.00

Project: Green PLACE

Parcels: 153

Charge to Account #1023-068-4303-6110

*Beth Jackson* 12/30/20  
Controlling Agency Approval Signature Date

Printed Name:

*Heather Coons* 1/3/22  
Fiscal Approval Signature Date

Heather Coons

Printed Name

TYPE TRANSACTION (Check appropriate block(s))  
☐ Pre-Condemnation ☐ Post-Condemnation

☒ N/A District #5

☒ Acquisition at Approved Appraisal  
☐ Acquisition at Below Approved Appraisal  
☐ Acquisition at Above Approved Appraisal  
☐ Advance Payment Requested

Purchase Price \$550,000.00  
Closing Costs &  
Title Insurance \$3,570.00  
Total Costs: \$553,570.00

DOCUMENTATION ATTACHED (Check appropriate block(s))

☒ Contract/ Agreement  
☐ Copy of Executed Instruments  
☒ Certificate of Value  
☒ Settlement Analysis

American Government Services Corporation  
3812 W. Linebaugh Ave. Tampa FL 33618

\$553,570.00 (Purchase price, title insurance, & closing costs)

Payable to: American Government Services Corporation

**SPECIAL NOTE: Payment of \$553,570.00 To be made by Wire Transfer Only**

Recommended by Alexander A. Jamison  
Alexander Jamison, Sr. Acquisition Agent, Real Estate Management

Digitally signed by  
Alexander A. Jamison  
Date: 2021.12.28  
15:10:46 -0500

Date

Payment Approved Luciana Mino, Assistant Manager, Real Estate Management Div.

Date

or  
Payment Approved Mindy T. Cummings, Manager, Real Estate Management Div.

Date

Certified Heather Coons  
Approved by BCC Deputy Clerk to the Board

FEB 08 2022

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

**REMARKS:** This parcel will close by Wire Transfer for the payment of \$553,570.00. Instructions will be sent once the closing date is determined. Please Contact the Agent @ 836-5254 if there are any questions.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

\\ocnas\realestate\ern projects\green place (pn 06537)\parcel # 153 dellagenda package\10 request for funds\request for funds -dell.docx FEB 08 2022

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**FEB 08 2022**

Instrument: 153.1  
Project: Green PLACE

### **WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by Carol Jean Bowerman f/k/a Carol Jean Dell, joined by her spouse, Brandon Brown, hereinafter called the GRANTORS, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTORS, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

#### **SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Numbers:**

**28-22-33-0000-00-011 and 28-22-33-0000-00-035**

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 GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant 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, except taxes accruing subsequent to December 31, 2021.

**AGENT 8 BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION**



Instrument: 153.1  
Project: Green PLACE

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signed, sealed and delivered  
in the presence of:

Jasmine Ocasio  
Witness

Jasmine Ocasio  
Printed Name

Amanda Brunson  
Witness

Amanda Brunson  
Printed Name

Jasmine Ocasio  
Witness

Jasmine Ocasio  
Printed Name

Amanda Brunson  
Witness

Amanda Brunson  
Printed Name

Carol Jean Bowerman  
Carol Jean Bowerman  
f/k/a Carol Jean Dell

88 N West Christmas F  
Post Office Address

Christmas FL 32709

Brandon Brown  
Brandon Brown

88 N. West CHRISTMAS Rd  
Post Office Address

CHRISTMAS, FL 32709

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6<sup>th</sup> day of June, 2022, by Carol Jean Bowerman f/k/a Carol Jean Dell, joined by her spouse, Brandon Brown, who ☐ are personally known to me or ☒ who have each produced FLDLB655-110-54-803-1 and FLDLB650-C73-48-146-9 as identification.

(Notary Seal)



Ruben Castro  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG221486  
Expires 8/24/2022

Ruben Castro  
Notary Signature

Ruben Castro  
Printed Notary Name

**This instrument prepared by:**

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

Notary Public in and for  
the County and State aforesaid

My commission expires:

**EXHIBIT A**  
**Legal Description**

28-22-33-0000-00-035:

Beginning at the northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 33 East, run East 1320 feet; thence South 248 feet; thence West 1320 feet; thence North 248 feet to the point of beginning, Orange County, Florida. Less the East 30 feet thereof for road right of way.

28-22-33-0000-00-011:

The NW 1/4 of the SW 1/4 of Section 28, Township 22 South, Range 33 East, (Less S 813 ft & Less N 248 ft & Less E 30 ft for Road Right of Way), Public Records of Orange County, Florida.

Above described parcels being more particularly described as follows:

A portion of the Southwest 1/4 of Section 28, Township 22 South, Range 33 East, lying in Orange County, Florida being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of said Section 28; thence N01°36'30"W along the west line of the Southwest 1/4 of said Section 28, a distance of 2128.75 feet to the Point of Beginning; thence continue along said west line N01°36'30"W, a distance of 502.35 feet to the northwest corner of the Southwest 1/4 of said Section 28; thence N89°28'19"E along the north line of the Southwest 1/4 of said Section 28, a distance of 1318.54 feet to a point that is 30.00 feet west of the northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 28; thence S01°23'12"E along a line that is 30.00 feet parallel when measured perpendicularly to the east line of the Northwest 1/4 of the Southwest 1/4 of said Section 28, a distance of 505.29 feet; thence departing said parallel line run S89°36'04"W along the north line of the south 813 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 28, a distance of 1316.64 feet to the Point of Beginning.

Containing 663,716 square feet or 15.24 acres more or less.