

REAL ESTATE MANAGEMENT ITEM 6

DATE: April 19, 2024

TO: Mayor Jerry L. Demings

-AND-

County Commissioners

THROUGH:

Mindy T. Cummings, Manager W.C.
Steve Cochran, Acquisition Agent 5C/M.C. FROM:

CONTACT

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

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED: Approval and execution of Contract for Non-Exclusive Easement by and between Silver Star Retail, LLC and Orange County, Florida, approval of Non-Exclusive Ingress-Egress Easement between Silver Star Retail, LLC and Orange County, approval of Subordination of Encumbrances to Property Rights to Orange County from SouthState Bank, successor to CenterState Bank of Florida, N.A., and authorization to disburse funds to pay the purchase price, recording fees, all closing costs, perform all actions necessary and incidental to closing, and to record instrument for Lake Star, Powers Drive Flooding. District 2. (Real Estate

Management Division)

PROJECT: Lake Star, Powers Drive Flooding

PURPOSE: To provide access for maintenance of Lake Star.

ITEMS: Contract for Non-Exclusive Easement (Parcel 803)

Non-Exclusive Ingress-Egress Easement (Instrument 803.1)

Cost: \$67,000

Size: 9,620 square feet

Subordination of Encumbrances to Property Rights to Orange County

(Instrument 803.2)

Cost: \$0

Size: 9,602 square feet

Real Estate Management Division Agenda Item 6 April 19, 2024 Page 2

BUDGET: Account No.: 1002-072-2906-6110

FUNDS: \$67,000 - Payable to Silver Star Retail, LLC (for purchase price)

\$88 - Payable to Orange County Comptroller (for recording fees)

APPROVALS: Real Estate Management Division

County Attorney's Office Risk Management Division Roads and Drainage Division

REMARKS: The Roads and Drainage Division requested the acquisition of this Access

Easement for the maintenance of Lake Star. Grantor to pay documentary

tax stamps.

Parcel: 803

APPROVED

DE COUNTY COMMISSIONERS

MAY 0 7 2024

CONTRACT FOR NON-EXCLUSIVE EASEMENT

COUNTY OF ORANGE STATE OF FLORIDA

This Contract for Non-Exclusive Easement (the "Agreement") is made and entered into by and between Silver Star Retail, LLC, a Georgia limited liability company, ("Grantor"), and Orange County, Florida a charter county and political subdivision of the State of Florida ("Grantee").

RECITALS

A. Grantor owns the following real property in Orange County:

Property Appraiser's Parcel Identification Number 13-22-28-8058-00-010

[Deed Reference: OR Document No. 20160215147] (Hereinafter referred to as the "Property")

- B. Grantee requires an easement right over a portion of the Property as further described on Exhibit A, incorporated herein by reference (the "Parcel"), for its Lake Star, Powers Drive Flooding project (the "Project").
- **C.** Grantor agrees to furnish a non-exclusive easement over the Parcel for the Project as more particularly set forth herein.

AGREEMENT

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

1. Agreement:

a. Grantor agrees to execute a Non-Exclusive Ingress - Egress Easement on the Property (the "New Easement"), conveying the New Easement to Grantee free and clear of all liens and encumbrances. Grantee in substantially the same form as attached in Exhibit B, attached hereto, and incorporated herein by reference.

b.

Parcel: 803

2. Consideration: Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total consideration for the acquisition of the foregoing easement rights by Grantee from Grantor.

- **a. Price Paid for Parcel**. At Closing, Grantee shall pay to Grantor \$67,000.00 U.S. Dollars (sixty-seven thousand dollars and no cents) (the "Easement Price").
- 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 Grantor; and (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners.
- 4. Closing Date and Location: The closing of the easement over the Parcel ("Closing") shall be at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801 on or before ninety (90) days from the Effective Date of this Agreement (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 Grantor and Grantee as follows:

Cost	Paid by Grantor	Paid by Grantee
Recording Fees for the Document of	No	Yes
Conveyance		
Documentary Stamps	Yes	No

- 6. Closing Document: The following fully executed document in the form contemplated herein are required to close the transaction contemplated pursuant to this Agreement:
 - a. Non-Exclusive Ingress-Egress Easement
- 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.

The Closing Documents shall be executed and delivered to the Acquisition Agent for Grantee on or before the Closing Date to be held in escrow until the Closing.

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.

Parcel: 803

	Grantor	Grantee
Name:	Silver Star Retail, LLC	Orange County, Florida
Physical Address:	6135 Silver Star Road Orlando, Florida 32080	400 East South Street, 5th Floor Orlando, Florida 32801
Mailing Address:	3850 Windermere Parkway Suite 105 Cumming, Georgia 30041	P.O. Box 1339 Orlando, Florida 32801-1339
Contact:	Alex Nielsen	Attn: Real Estate Management Division
Phone:	407-581-6254	407-836-7070

- b. Florida Statutes. Grantor shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
- c. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
- d. Entire Agreement. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Grantor and Grantee, made with respect to the matters herein contained, and when duly executed constitute the Agreement between Grantor and Grantee. 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.

[Signatures on following pages]

Parcel: 803

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

Grantor 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 Grantee's acquisition agent named below does not in and of itself nor in any way bind Grantee.

GRANTOR

Silver Star Retail, LLC, a Georgia limited liability company

BY: Kishore Bayyapureddy

Printed Name

Managing Member

Title

Date: 10/23/2023

Presented to Grantor on behalf of Orange County by:

Steve Cochran

Steve Cochran, Acquisition Agent

Orange County Real Estate Management Division

Date: _10/20/2023

Parcel: 803

GRANTEE

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings, Orange County Mayor

Date: 7 May 2024

ATTEST: Phil Diamond, CPA, County Comptroller,

as Clerk of the Board of County Commissioners

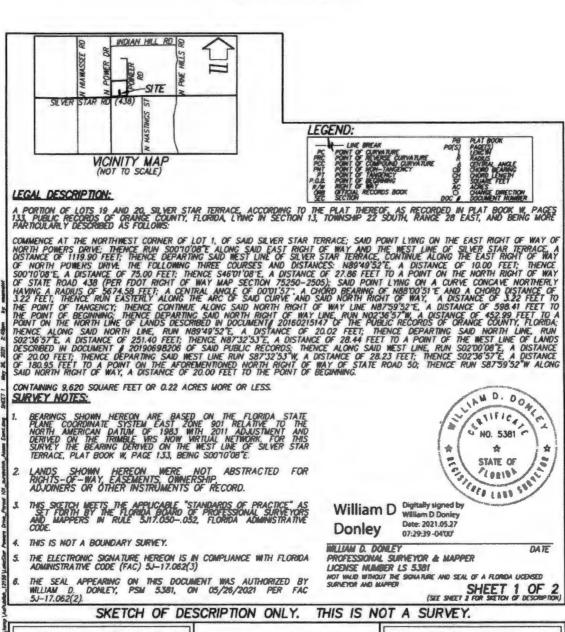
BY:

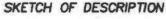
Deputy Clerk

DAVID ROONEY

Printed Name

EXHIBIT "A" LEGAL DESCRIPTION





-OF-

ACCESS EASEMENT

SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST

ORANGE COUNTY FLORIDA



131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE. 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM

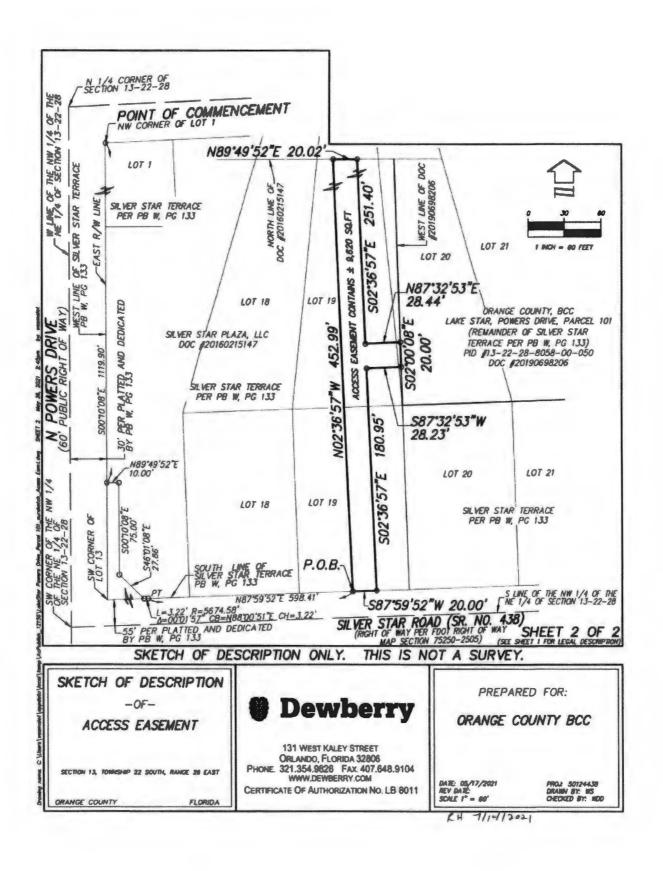
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

ORANGE COUNTY BCC

DATE: 05/17/2021 REV DATE: SCALE I" = N/A PROL S0124438 DRAINN 81: NS CHECKED 81: NDO

E4 7/14/ 2021



Parcel: 803

EXHIBIT "B" FORM OF EASEMENT

Project: Lake Star, Powers Drive Flooding

Parcel: 803

NON-EXCLUSIVE INGRESS-EGRESS EASEMENT

THIS INDENTURE, made as of the date signed below, between Silver Star Retail, LLC, a Georgia limited liability company, having its principal place of business in the city of Cumming, county of Forsyth, Georgia, whose address is 3850 Windermere Parkway, Suite 105, Cumming, Georgia 30041, Grantor, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, Grantee.

WITNESSETH, That the Grantor, in consideration of the sum of \$10.00 and other valuable considerations, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a non-exclusive easement for access purposes, over and upon the following described lands situate in Orange County aforesaid (the "Easement Area"), to-wit:

SEE ATTACHED EXHIBIT "A"

being a portion of Property Appraiser's Parcel Identification Number:

13-22-28-8058-00-010

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

The Easement Area shall be used by Grantee only for access to and from Silver Star Road and the retention facility which is located north of the Easement Area for the purpose of servicing and maintaining such retention facility. This easement cannot be further extended, modified, relocated, or assigned by the Grantee.

Notwithstanding anything to the contrary herein, except as expressly approved by Grantor, Grantee may not use the Easement Area for heavy commercial vehicles or machinery.

Grantor shall maintain the road and improvements within the Easement Area (the "Access Facilities") at Grantor's expense; provided however that if any damage, destruction, or loss to the Easement Area is caused by the acts or omissions of Grantee, its employees, contractors, subcontractors or representatives, Grantee shall reimburse Grantor upon demand for the costs expended by Grantor in performing any repair or replacement. If Grantee fails to reimburse Grantor for such costs within thirty (30) days after demand therefore, then interest shall accrue on the unpaid amount at the maximum rate permitted by law (and same shall be payable to Grantor by Grantee).

Parcel: 803

Grantor and Grantee hereby agree that, from time to time, Grantor, in its sole discretion, may relocate all or a portion of the Access Facilities and Easement Area provided that:

- (i) The access provided by the Access Facilities is maintained at all times without interruption;
- (ii) Grantor shall bear all costs associated with the relocation or modification of the Access Facilities and Easement Area; and
- (iii) Grantor obtains all required governmental permits and approvals for such relocation or modification of the Access Facilities and Easement Area.

In the event Grantor desires to relocate or modify the Easement Area (the "Modified Easement Area"), then Grantor shall execute and record, at Grantor's sole cost, an amendment to this Agreement setting forth the description of the relocated or Modified Easement Area, with a copy of same being delivered to Grantee prior to recording. Unless specifically noted in said amendment and approved by Grantee, all other terms and conditions provided for herein shall remain in full force and effect and shall not be modified by the terms of said amendment.

Subject to the limitations set forth in Chapter 678, Florida Statutes, Grantee shall defend, indemnify and save harmless the Grantor, and its respective shareholders, directors, officers, agents, and employees against loss, liability, damages, claims, or expenses (including without limitation reasonable attorneys' fees and costs) for injury to persons, including death, or damage to property (i) arising out of any negligent or intentional actions performed by the Grantee, or (ii) arising out of any defaults by the Grantee hereunder.

If Grantor fails to maintain the Easement Area as set forth above, the Grantee herein shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the easement and the Grantor, its heirs, successors, and assigns, agrees not to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation of the granted easement for the use permitted hereunder.

Parcel: 803

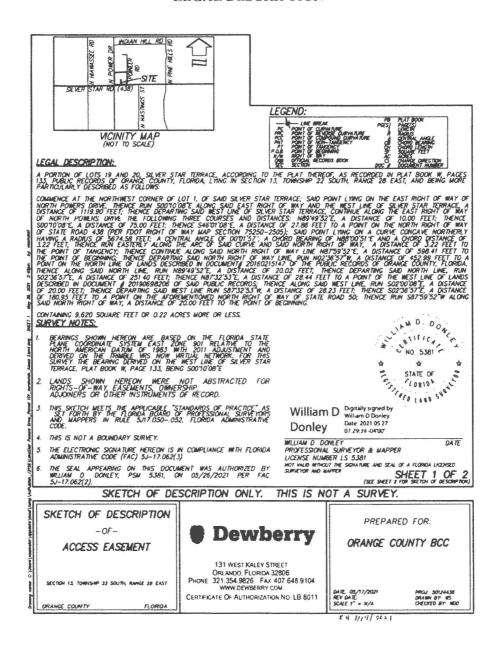
IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name.

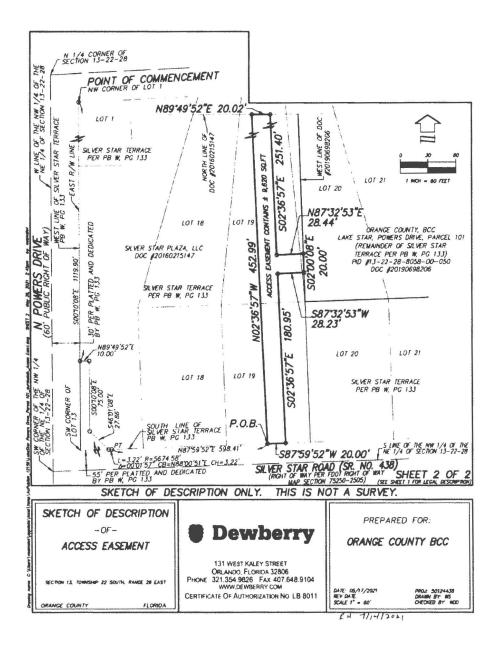
Signed, sealed, and delivered Company	Silver Star Retail, LLC, a Georgia limited liability
in the presence of:	FORM NOT FOR SIGNATURE
Witness	BY:
Printed Name	Printed Name
Witness	Title
Printed Name	Date:
	(Corporate Seal)
(Signature of TWO Witnesses required by Florida Law)	
STATE OF	
	nowledged before me by means of physical presence or physical presence o
of the company. The individual \square is personal as identification	ally known to me or $_{-}$ has produced as
	FORM NOT FOR SIGNATURE
(Notary Seal)	Notary Signature
This instrument prepared by: Mary Tiffault, a staff employee in the course of duty with the Real Estate Management Division	Printed Notary Name Notary Public in and for the County and State aforesaid
of Orange County, Florida P. O. Box 1393 Orlando, Florida 32802-1393	My commission expires:

Parcel: 803

10 of 10

EXHIBIT "A" TO EASEMENT AGREEMENT LEGAL DESCRIPTION





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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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

Property Appraiser's Parcel Identification Number: a portion of 13-22-28-8058-00-010

Instrument: 803.1

Project: Lake Star, Powers Drive Flooding

NON-EXCLUSIVE INGRESS-EGRESS EASEMENT

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WITNESSETH, That the Grantor, in consideration of the sum of \$10.00 and other valuable considerations, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a non-exclusive easement for access purposes, over and upon the following described lands situate in Orange County aforesaid (the "Easement Area"), to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

The Easement Area shall be used by Grantee only for access to and from Silver Star Road and the retention facility which is located north of the Easement Area for the purpose of servicing and maintaining such retention facility. This easement cannot be further extended, modified, relocated, or assigned by the Grantee.

Notwithstanding anything to the contrary herein, except as expressly approved by Grantor, Grantee may not use the Easement Area for heavy commercial vehicles or machinery.

Grantor shall maintain the road and improvements within the Easement Area (the "Access Facilities") at Grantor's expense; provided however that if any damage, destruction, or loss to the Easement Area is caused by the acts or omissions of Grantee, its employees, contractors, subcontractors or representatives, Grantee shall reimburse Grantor upon demand for the costs expended by Grantor in performing any repair or replacement. If Grantee fails to reimburse Grantor for such costs within thirty (30) days after demand therefore, then interest shall accrue on the unpaid amount at the maximum rate permitted by law (and same shall be payable to Grantor by Grantee).

Instrument: 803.1

Project: Lake Star, Powers Drive Flooding

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- (i) The access provided by the Access Facilities is maintained at all times without interruption;
- (ii) Grantor shall bear all costs associated with the relocation or modification of the Access Facilities and Easement Area; and
- (iii) Grantor obtains all required governmental permits and approvals for such relocation or modification of the Access Facilities and Easement Area.

In the event Grantor desires to relocate or modify the Easement Area (the "Modified Easement Area"), then Grantor shall execute and record, at Grantor's sole cost, an amendment to this Agreement setting forth the description of the relocated or Modified Easement Area, with a copy of same being delivered to Grantee prior to recording. Unless specifically noted in said amendment and approved by Grantee, all other terms and conditions provided for herein shall remain in full force and effect and shall not be modified by the terms of said amendment.

Subject to the limitations set forth in Chapter 768, Florida Statutes, Grantee shall defend, indemnify and save harmless the Grantor, and its respective shareholders, directors, officers, agents, and employees against loss, liability, damages, claims, or expenses (including without limitation reasonable attorneys' fees and costs) for injury to persons, including death, or damage to property (i) arising out of any negligent or intentional actions performed by the Grantee, or (ii) arising out of any defaults by the Grantee hereunder.

If Grantor fails to maintain the Easement Area as set forth above, the Grantee herein shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the easement and the Grantor, its heirs, successors, and assigns, agrees not to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation of the granted easement for the use permitted hereunder.

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{signatures continue on following page}

Instrument: 803.1

Project:

Lake Star, Powers Drive Flooding

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name.

Epinopean organization and	
WITNESS#1	Silver Star Retail, LLC, a Georgia limited Nability company
Signature	By: V.P.
	Signature
Sveenivana Kamsali Print Name	Kishore Bayyapureddy
Mailing Address: 721 Morgantan Dr	Print Name
Mailing Address: 721 Morgantal Dr City: Stockhee State: C7	Managing Member Title
Zip Code: 30024	
WITNESS#2	_
D O	
Signature	
PRIYA RAMASAMY Print Name	<u> </u>
Mailing Address 1002 SUMMITCRO	22 INCOLAY
City: CUMMING State: G1	<u>A</u>
Zip Code: 30041	_
STATE OF Georgia	
COUNTY OF FOTSYTA	
The foregoing instrument was acknowledged	d before me by means of ☐ physical presence or ☐ online
	ber 20 23 by Kishore Bayyapureddy
behalf of the company. The individual	Star Retail, LLC, a Georgia limited liability company, on is personally known to me or in has produced
as identification.	
(Notary Stamp)	Rogashku Iyas Notary Signature
(1314)	Notary Signature
	RAJASHREE IYER
WEHREE KILL	Print Notary Name
STATION ECOLOGICAL STATE OF THE	Notary Public of: Forsyth County & P. My Commission Expires: 04 22 2027
HOTARY	104 22 12027
PUBLIC SE	
78 122 12 S	. 7
COUNT	*

LEGEND: — LINE BREAK PG(S) PAGE(S) PC POINT OF CURVATURE RADIUS PCC POINT OF COMPOUND CURVATURE RADIUS PCC POINT OF COMPOUND CURVATURE A CENTRAL ANGLE PNT POINT OF NON-TANGENCY CB CHORD BEARING PT POINT OF TANGENCY CH CHORD LENGTH P.O.B. POINT OF BEGINNING R/W RIGHT OF WAY ORB OFFICIAL RECORDS BOOK OB OFFICIAL RECORDS BOOK DOC # DOCUMENT NUMBER

LEGAL DESCRIPTION:

A PORTION OF LOTS 19 AND 20, SILVER STAR TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK W. PAGES 133, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, OF SAID SILVER STAR TERRACE; SAID POINT LYING ON THE EAST RIGHT OF WAY OF NORTH POWERS DRIVE; THENCE RUN SOOTO'08"E ALONG SAID EAST RIGHT OF WAY AND THE WEST LINE OF SILVER STAR TERRACE, A DISTANCE OF 119.90 FEET; THENCE DEPARTING SAID WEST LINE OF SILVER STAR TERRACE, CONTINUE ALONG THE EAST RIGHT OF WAY OF NORTH POWERS DRIVE THE FOLLOWING THREE COURSES AND DISTANCES: N89'49'52"E, A DISTANCE OF 10.00 FEET; THENCE SOOTO'08"E, A DISTANCE OF 75.00 FEET; THENCE S46'01'08"E, A DISTANCE OF 27.86 FEET TO A POINT ON THE NORTH RIGHT OF WAY HAP SECTION 75250—2505); SAID POINT LYING ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5674.58 FEET; A CENTRAL ANGLE OF 00'01'57", A CHORD BEARING OF N88'00'51"E AND A CHORD DISTANCE OF 3.22 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY, A DISTANCE OF 3.22 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE N87'59'52"E, A DISTANCE OF 598.41 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N87'59'52"E, A DISTANCE OF 452.99 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN DOCUMENT# 20160215147 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, RUN N89'49'52"E, A DISTANCE OF 28.44 FEET TO A POINT OF THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT# 20160215147 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, RUN N89'49'52"E, A DISTANCE OF 28.44 FEET TO A POINT OF THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT # 20190698206 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE, RUN SO2'00'08"E, A DISTANCE OF 28.23 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SO2'00'08"E, A DISTANCE OF 180.95 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT # 20190698206 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST LINE, RUN SO2'00'08"E, A DISTANCE OF 180.95 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY OF STATE ROAD 50; THENCE RUN S87'59'52"W ALONG SAID NORTH RIGHT OF WAY, A DISTANC

CONTAINING 9,620 SQUARE FEET OR 0.22 ACRES MORE OR LESS.

SURVEY NOTES:

101

C

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE
PLANE COORDINATE SYSTEM EAST ZONE 901 RELATIVE TO THE
NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT AND
DERIVED ON THE TRIMBLE VRS NOW VIRTUAL NETWORK. FOR THIS
SURVEY THE BEARING DERIVED ON THE WEST LINE OF SILVER STAR
TERRACE, PLAT BOOK W, PAGE 133, BEING S00°10'08"E.



- THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050—.052, FLORIDA ADMINISTRATIVE CODE.
- 4. THIS IS NOT A BOUNDARY SURVEY.
- 5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
- 5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 05/26/2021 PER FAC 5J-17.062(2).



William D Donley

Digitally signed by William D Donley Date: 2021.05.27 07:29:39 -04'00'

WILLIAM D. DONLEY PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER LS 5381

NOT VALID MITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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

DATE

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

ACCESS EASEMENT

SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

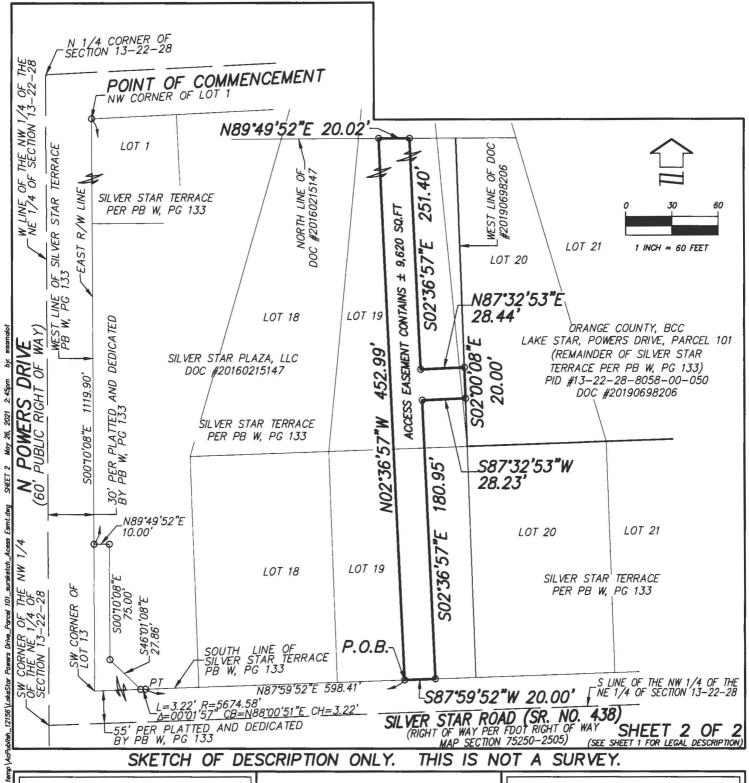
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

ORANGE COUNTY BCC

DATE: 05/17/2021 REV DATE: SCALE 1" = N/A PROJ: 50124438 DRAWN BY: WS CHECKED BY: WDD

KH 7/14/2021



SKETCH OF DESCRIPTION

-OF-

ACCESS EASEMENT

SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST

FLORIDA

ORANGE COUNTY

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

ORANGE COUNTY BCC

DATE: 05/17/2021 REV DATE: SCALE 1" = 60' PROJ: 50124438 DRAWN BY: WS CHECKED BY: WDD

KH 7/14/2021

APPROVED
BY ORANGE COUNTY BOARD
DE COUNTY COMMISSIONERS
MAY 0 7 2024

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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, Florida 32802-1393

Instrument: 803.2

Project: Lake Star, Powers Drive Flooding

SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a drainage project in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to the below encumbrances held by the undersigned; and,

WHEREAS, On behalf of Orange County, a request has been made for the undersigned to subordinate said encumbrances to the property rights of Orange County in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrances as they have been or as may be modified and amended from time to time to the property rights of Orange County to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Encumbrances:

SouthState Bank, N.A., as successor to CenterState Bank of Florida, N.A., a national banking association FROM: Silver Star Retail, LLC TO: CenterState Bank of Florida, N.A. Mortgage and Security Agreement filed April 28, 2016, in the Amount of \$2,550,000.00 Recorded as Document No. 20160215148 Assignment of Interest in Rents and Leases filed April 28, 2016 Recorded as Document No. 20160215149

Instrument: 803.2

Project: Lake Star, Powers Drive Flooding

Collateral Assignment of Property Rights and Agreements Affecting Real Estate filed April 28, 2016
Recorded as Document No. 20160215150
Financing Statement filed April 28, 2016
Recorded as Document No. 20160215151
All in the Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrances insofar as same affects the rights and privileges of ORANGE COUNTY, in its use of the land specifically above described for access easement purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said encumbrances or the remedies at law or in equity for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above-described premises are abandoned by Orange County and cease to be used for access easement purposes that in such event the subordination of said encumbrances shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

Remainder of page intentionally left blank.

{signature on following page}

Instrument: 803.2

Project: Lake Star, Powers Drive Flooding

IN WITNESS WHEREOF, the said holder of said encumbrances has duly executed this instrument as of the date written below.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26 SouthState Bank, N.A., as successor to WITNESS #1 CenterState Bank of Florida, N.A., a national banking association Mailing Address: 2505 Questralina Ove, #300 Senior Vice President City: 6) . Palm Beach State: V-Zip Code: 33401 Signature S. Oughtalian ave #300 State: City: La Combeach Zip Code: 334 STATE OF **COUNTY OF** The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this day of obenuary, 2024, by matheumer, as S.V.P., of SouthState Bank, N.A., as successor to CenterState Bank of Florida, N.A., a national banking association, on behalf of the association. The individual Dis personally known to me or \square has produced as identification. (Notary Stamp) JENNIFER L. SEELY Commission # HH 082723 Print Notary Name Expires March 15, 2025 Notary Public of:

My Commission Expires

LEGEND: LINE BREAK POINT OF CURVATURE POINT OF REVERSE CURVATURE POINT OF COMPOUND CURVATURE POINT OF NON-TANGENCY POINT OF TANGENCY POINT OF BEGINNING RIGHT OF WAY OFFICIAL RECORDS BOOK SECTION PC PRC PCC PNT PT P.O.B. R/W ORB SEC

LEGAL DESCRIPTION:

A PORTION OF LOTS 19 AND 20, SILVER STAR TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK W. PAGES 133, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, OF SAID SILVER STAR TERRACE; SAID POINT LYING ON THE EAST RIGHT OF WAY OF NORTH POWERS DRIVE; THENCE RUN SOO'10'08"E ALONG SAID EAST RIGHT OF WAY AND THE WEST LINE OF SILVER STAR TERRACE, DISTANCE OF 1119.90 FEET; THENCE DEPARTING SAID WEST LINE OF SILVER STAR TERRACE, CONTINUE ALONG THE EAST RIGHT OF WAY OF NORTH POWERS DRIVE THE FOLLOWING THREE COURSES AND DISTANCES: N89'49'52"E, A DISTANCE OF 10.00 FEET; THENCE SOO'10'08"E, A DISTANCE OF 75.00 FEET; THENCE S46'01'08"E, A DISTANCE OF 27.86 FEET TO A POINT ON THE NORTH RIGHT OF WAY HAP SECTION 75250—2505); SAID POINT LYING ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5674.58 FEET; A CENTRAL ANGLE OF 00'01'57", A CHORD BEARING OF N88'00'51"E AND A CHORD DISTANCE OF 3.22 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY, A DISTANCE OF 3.22 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE N87'59'52"E, A DISTANCE OF 452.99 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN DOCUMENT# 20160215147 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, RUN N89'49'52"E, A DISTANCE OF 28.44 FEET TO A POINT OF THE WEST LINE, RUN N89'49'52"E, A DISTANCE OF 28.43 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SO2'36'57"E, A DISTANCE OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE, RUN SO2'36'57"E, A DISTANCE OF 598.41 FEET TO A POINT ON THE NORTH LINE, RUN N89'49'52"E, A DISTANCE OF 28.43 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SO2'36'57"E, A DISTANCE OF 598.41 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT # 20190698206 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST LINE, RUN SO2'00'08"E, A DISTANCE OF 180.95 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY OF STATE ROAD 50; THENCE RUN S87'59'52"W ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,620 SQUARE FEET OR 0.22 ACRES MORE OR LESS.

SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE 901 RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT AND DERIVED ON THE TRIMBLE VRS NOW VIRTUAL NETWORK. FOR THIS SURVEY THE BEARING DERIVED ON THE WEST LINE OF SILVER STAR TERRACE, PLAT BOOK W, PAGE 133, BEING S00°10'08"E.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS—OF—WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
- THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050—.052, FLORIDA ADMINISTRATIVE CODE. 3.
- THIS IS NOT A BOUNDARY SURVEY.
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 05/26/2021 PER FAC 6. 5J-17.062(2)



William D Digitally signed by William D Donley Donley

Digitally signed by Date: 2021.05.27 07:29:39 -04'00'

WILLIAM D. DONLEY PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER LS 5381

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

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

DATE

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

ACCESS EASEMENT

SECTION 13. TOWNSHIP 22 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

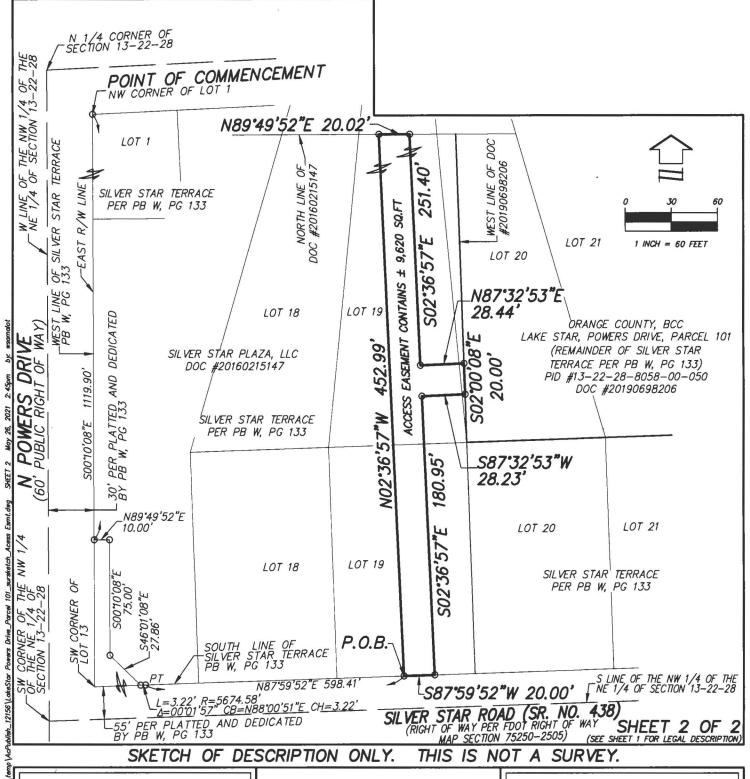
PREPARED FOR:

ORANGE COUNTY BCC

DATE: 05/17/2021 REV DATÉ: SCALE 1" = N/A

PROJ: 50124438 DRAWN BY: WS CHECKED BY: WOO

R47/14/2021



SKETCH OF DESCRIPTION

-OF-

ACCESS EASEMENT

SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST

ORANGE COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

ORANGE COUNTY BCC

DATE: 05/17/2021 REV DATE: SCALE 1" = 60' PROJ: 50124438 DRAWN BY: WS CHECKED BY: WDD

RH 7/14/2021

X Under BCC Approval	Under Ordinance Approval	
Date: March 13, 2024	Total Amount: \$67,088.00	
Project: Lake Star Powers Drive Flooding	Parcels: 803	
Charge to Account #	Concolling Agency Approvate Shupp Date Printed Name 127/24 Date 128/24	
	Printed Name	
TYPE TRANSACTION (Check appropriate block(s)) Pre-Condemnation Post-Condemnation	X N/A District # 2	
Acquisition at Approved Appraisal Acquisition at Below Approved Appraisal Acquisition at Above Approved Appraisal	NAME, ADDRESS, FEIN, ITEM, AND AMOUNT. (No Social Security No.)	
Advance Payment Requested Donation	Silver Star Retail LLC 3850 Windermere Parkway, Suite 105 Cumming, GA 30041	
DOCUMENTATION ATTACHED (Check appropriate block(s))	Purchase Price; \$67,000.00 81-19488678	
X Contract/ AgreementX Copy of Executed InstrumentsX_ Copy of Unexecuted InstrumentsX Certificate of Value	Orange County Comptroller PO Box 38, Orlando, FL 32802 Recording Fee: \$88.00	
X_ Settlement Analysis	Total \$67,088.00	
Payable to: Silver Star Retail, LLC \$67,000.00 Orange County Comptroller \$88.00 IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL	ESTATE MANAGEMENT DIVISION (DO NOT MAIL)	
Recommended by Steve Cochran Acquisition Agent, Real Estate Management Div. Payment Approved Signar Mino, Assistant Manager, Real Estate Management Div. Date Date Date		
Payment Approved Mindy T. Cummings, Manager, Real Estate Ma	anagement Div. Date	
Certified StopMa Approved by BCC Deputy Clark to the Board	05 08 2024 Date	
Examined/Approved Comptroller/Government Grants	Check No. / Date	
REMARKS: Please Contact Steve Cochran @ 836-7093 if there Anticipated Closing Date: As soon as checks are available.	are any questions.	

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAY 0 7 2024