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 Orlando Utilities Commission, a statutory commission existing under the laws of the State of Florida ("**Seller**"), and Orange County, a charter county and political subdivision of the State of Florida ("**Buyer**").

RECITALS

A. Seller is the owner of the following real property in Orange County, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference:

Property Appraiser's Parcel Identification Numbers 22-22-30-0000-00-254 and 27-22-30-0000-00-069

(hereinafter referred to as the "Property")

- B. Buyer, without benefit of an easement, has used portions of the Property for the conveyance of stormwater from the Curtis Street Canal and Kline Street to Heather Road, to a culvert west across the Property to a drainage outfall on Buyer's adjacent property.
- C. In order to reestablish and maintain a canal to accommodate such stormwater conveyance (the "**Project**"), Buyer requires a drainage easement over those certain portions of the Property as described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "**Easement Area**").
- D. Seller agrees to furnish the Drainage Easement (as defined below) over the Easement Area 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 convey a drainage easement over the Easement Area to Buyer in substantially the same form attached to this Agreement as **Exhibit C** and incorporated herein by this reference (the "**Drainage Easement**").

Parcel No(s).: Portion of 22-22-30-0000-00-254 and portion of 27-22-30-0000-00-069

- (b) Buyer agrees to pay the Consideration as defined below, to Seller for the Drainage Easement.
- 2. **Consideration**. Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, Seller agrees to sell and convey the Drainage Easement to Buyer for the total sum of Forty-One Thousand Nine and 43/100ths Dollars (\$41,009.43).
- 3. **Effective Date**. The effective date of this Agreement (the "**Effective Date**") shall be the date this Agreement is approved by the Orange County Board of County Commissioners (the "**Board**") and executed by the Board.
- 4. **Title**. Prior to the Effective Date, Seller (1) caused Fidelity National Title Insurance Company (the "**Title Company**") to prepare Commitment for Title Insurance Number 10817044, with an effective date of March 7, 2023 at 5:00 PM (the "**Commitment**"), and (2) delivered to Buyer the Commitment together with copies of all instruments referred to in both Schedule A and Schedule B thereof. Buyer acknowledges that Buyer has reviewed the Commitment and instruments referred to therein and found the same acceptable, and waives any right to object to matters reflected in the Commitment.
- 5. **Easement Area Descriptions**. Prior to the Effective Date, Seller obtained and delivered to Buyer that certain (1) sketch of description of prepared by Southeastern Surveying and Mapping Corporation ("SSMC"), Job Number 68677, dated October 13, 2022 and (2) sketch of description of prepared by SSMC, Job Number 68677, dated October 13, 2022, each describing and depicting a portion of the Easement Area, copies of which are attached hereto as **Exhibit B** (collectively, the "**Easement Area Descriptions**"). Buyer acknowledges that Buyer has reviewed the Easement Area Descriptions and found the same acceptable, and waives any right to object to the matters reflected in the Easement Area Descriptions.
- 6. Closing Date and Location. Unless otherwise agreed in writing between Buyer and Seller, the closing of the grant of Drainage Easement contemplated herein ("Closing") shall be a "mail away" closing and all documents and funds necessary for Closing shall be received by Shutts & Bowen LLP (the "Closing Agent") within thirty (30) days after the Effective Date (the "Closing Date") (except to the extent that the Closing Date is extended by other provisions of this Agreement).
- 7. **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 Deed	No	Yes
Documentary Stamps	Exempt	Exempt
Title Insurance	N/A	N/A

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Closing Agent Fee	N/A	N/A
Survey	No	Yes
Appraisal Report(s)	N/A	N/A
Recording fees for any	No	Yes
instruments required by title		
commitment to clear title		

- 8. **Closing Documents.** At Closing, (i) Seller shall execute and deliver the Drainage Easement to Closing Agent and shall cause the City of Orlando to execute and deliver the Drainage Easement to Closing Agent for recording at Closing and (ii) Seller and Buyer shall execute a closing statement in form reasonably acceptable to Seller, Buyer and Closing Agent.
- 9. **As-Is Conveyance**. Buyer acknowledges and agrees that Buyer has historically used the Easement Area for drainage purposes and as such is familiar with the condition of the Easement Area, and in entering into this Agreement and the Drainage Easement, Buyer is relying solely on its own investigation of the Easement Area and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that Seller has not made and does not and will not make any representation or warranty, either express or implied, including any with respect to the condition, operability, safety, fitness for intended purpose, or use of the Drainage Easement or the Easement Area. Buyer specifically acknowledges and agrees that Seller shall convey the Drainage Easement and Buyer shall accept same and the Easement Area on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis, and that Buyer is not relying on any representation, warranty, agreement, guaranty, statement, or promise if any, made by Seller or any person acting on behalf of Seller. The provisions of this Section 9 shall survive Closing.

10. 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.

As to Seller:	with a copy to:
Orlando Utilities Commission	Orlando Utilities Commission
Attn: Rick Parker, Administrator	Attn: W. Christopher Browder, Chief Legal
Property and Right-of-Way	Officer
100 W. Anderson St.	100 W. Anderson St.
Orlando, Florida 32801	Orlando, Florida 32801
Email: rparker@ouc.com	Email: <u>cbrowder@ouc.com</u>

	Shutts & Bowen LLP Attn: Juli Simas James, Esq. 300 S. Orange Ave. Suite 1600 Orlando, Florida 32801 Email: jjames@shutts.com
As to Purchaser:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

- (b) **Incorporation of Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.
- (c) 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.
- (d) **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 this Agreement, to sign amendments to this Agreement for the extension of the Closing Date for up to <u>120 days</u>, to perform all actions necessary and incidental to closing this Agreement, or to terminate the same for cause.

[SIGNATURE PAGES FOLLOW]

Parcel No(s).: Portion of 22-22-30-0000-00-254 and portion of 27-22-30-0000-00-069

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.

SELLER

ORLANDO UTILITIES COMMISSION

Name: Clint Bullock

Title: General, Manager & CEO

Date: 7/1/24

Approved as to form and legality

OUC Legal Department

Date: 5-30-24 By: ____. N

BUYER

ORANGE COUNTY, FLORIDA

		By: Board of County Commissioners
		Jerry L. Demings Orange County Mayor
		Date:
		ond, CPA, County Comptroller of the Board of County Commissioners
BY: E	Deputy Clerk	
 p	Printed Name	

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel ID# 22-22-30-0000-00-254:

Regip at the Southwest corner of the East quarter of the Southwest quarter of the Southeast quarter of Section 22, Township 22 South, Range 30 East, running North 527.83 feet, thence Southeasterly to a point in the South boundary of said tract 240 feet East of the Southwest corner of the East quarter of the Southwest quarter of the Southeast quarter of Section 22, Township 22 South, Range 30 East, thence West to point of teginning.

Parcel ID# 27-22-30-0000-00-069:

Camply Florida, wiz Begin at S.W. Corner of Block E, AZALEA PARK SECTION Records of Orange County, Florida; thence Tru S. 14049 50 E. along a aforesaid Block E to its intersection with the North right of way line of the SE; of Section 27. Township 22 South, Range 30 East, Orange County, Florida; thence N. Range 30 East, Orange of the SE; of Section 27. Township 22 South, Range 30 East, Orange County, Florida; thence N. 89049 50 W along said North Right of Way line of the SE; of Section 27. Township 22 South, Range 30 East, Orange County, Florida; thence N. 89049 50 W along said North Right of Way line of Lake Underhill Road 77.65 feet; thence N. 14049 50 W along a line of Lake Underhill Road 77.65 feet; thence N. 14049 50 W along a Southwesterly therefrom to point of its intersection with the North boundary of NE; of aforesaid Section 27; thence S. 8921 45 E along NE; of NE; of said Section 27; thence S. 8921 45 E along NE; of NE; of said Section 27; thence S. 8921 45 E along with the Southwesterly boundary of aforesaid Block E to point of its intersection with the Southwesterly boundary of aforesaid Block E extended N, 140 along the Southwest boundary of aforesaid Block E to point of beginning the Southwest boundary of aforesaid Block E to point of beginning the Southwest boundary of aforesaid Block E to point of beginning the Southwest boundary of aforesaid Block E to point of beginning feet wide rights of way for Yucatan Drive and Cocco Drive which cross 100 cuth all the tenements, hereditaments and Manuel Roll and Subject to 60 with all the tenements, hereditaments and Manuel Roll and Subject to 60 cuthwest Boundary of Roll and Cocco Drive which cross

and

Parcel No(s).: Portion of 22-22-30-0000-00-254 and portion of 27-22-30-0000-00-069

the Northwest corner of the Orlando Utilities Commission property in the NW1 of the NE1 Section 27 Township 22 South Range 30 East, as recorded in Official Records Book 409, Page 269, Public Records of Orange County, Florida, said Northwest corner being located on the North boundary of the NW1 of the NE1 of said Section 27, South 89 degrees 21 minutes 45 seconds East, 196.48 feet more or less from the Northeast corner of the NW2 of the NE1 of said Section 27, thence run South 14 degrees 49 minutes 50 seconds East, 193 feet along the Southwestern boundary of said Orlando Utilities Commission property to a point of beginning. From said point of beginning run South 0 degrees 06 minutes 02 seconds West, 250 feet to a point thence South 89 degrees 53 minutes 58 seconds East, 66.65 feet to a point on the Southwest boundary of said Orlando Utilities Commission property, thence North 14 degrees 49 minutes 50 seconds West 258.67 feet along said Southwest boundary to the point of beginning, containing 0.1913 acres.

EXHIBIT B

EASEMENT AREA

See attached.

SCHEDULE "A"

DESCRIPTION:

A portion of Section 22, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the East Quarter of the Southwest Quarter of the Southeast Quarter of Section 22, Township 22 South, Range 30 East, Orange County, Florida; thence North 00°47'35" West, a distance of 467.08 feet along the West line of said East Quarter of the Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING; thence continue North 00°47'35" West, a distance of 60.75 feet along said West line; thence departing said West line South 25°05'44" East, a distance of 549.95 feet to a point on the North right of way line of a 30.00 foot right of way as described in Deed Book 63, Page 54, Public records of Orange County, Florida; thence North 89°56'09" West, a distance of 27.62 feet along said North right of way line to a point on a line that is 25.00 feet West of and parallel with said East line; thence North 25°05'44" West, a distance of 482.84 feet along said parallel line to the POINT OF BEGINNING.

Containing 12,910 square feet, more or less.

James E Mazurak

Digitally signed by James E Mazurak DN: c=US, o=Florida, dnQualifier=A01410D0000017FD5B 17B7E0007ED12, cn=James E Mazurak

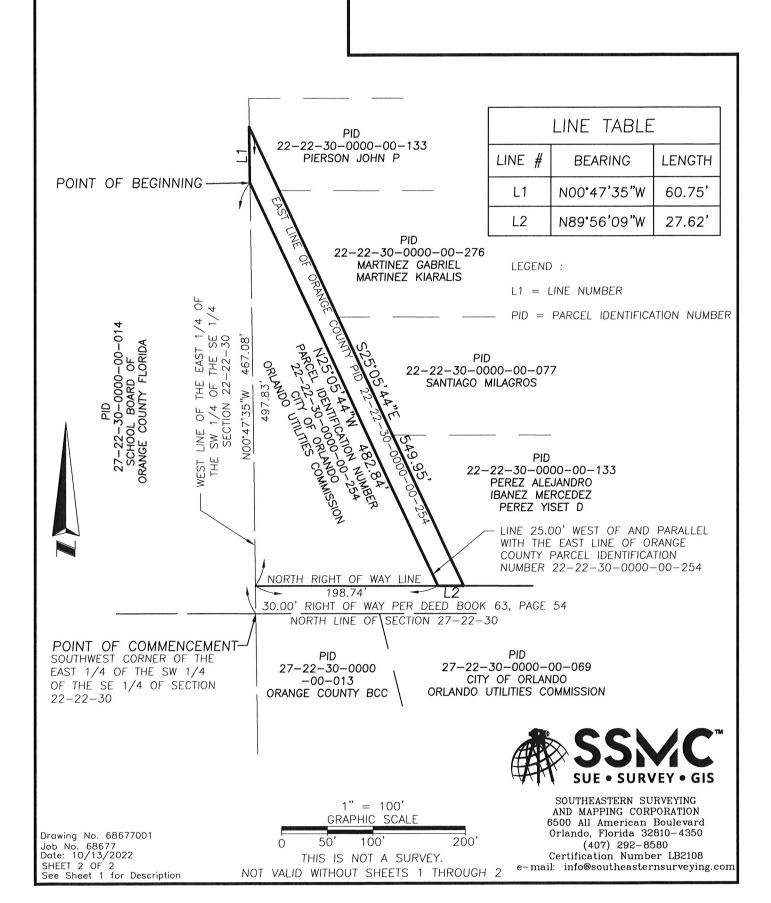
Date: 2022.10.31 14:59:31 -04'00'

SURVEYOR'S REPORT:

- 1. Bearings shown hereon are based on the West line of the East quarter of the Southwest Quarter of the Southeast Quarter of Section 22, Township 22 South, Range 30 East, Orange County, Florida being North 00°47'35" West, assumed.
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J—17 requirements of Florida Administrative Code.

NOT VALID WITHOUT SHEETS 1-2 Date: DESCRIPTION 10/13/2022 KR Job Number: Scale: FOR 68677 1" = 100'ORLANDO UTILITIES Chapter 5J-17, Florida Administrative Code requires SOUTHEASTERN SURVEYING COMMISSION AND MAPPING CORPORATION that a legal description drawing 6500 All American Boulevard bear the notation that rlando, Florida 32810-4350 (407) 892-8580 THIS IS NOT A SURVEY. REVISED: 10/31/2022 SHEET 1 OF 2 E. MAZURAK, PSN Registered Land Surveyor Number 6377 SEE SHEET 2 FOR SKETCH

SKETCH OF DESCRIPTION



SCHEDULE "A"

DESCRIPTION:

A portion of Section 27, Township 22 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the East Quarter of the Northwest Quarter of the Northeast Quarter of Section 27, Township 22 South, Range 30 East, Orange County, Florida; thence South 89°56'09" East, a distance of 224.14 feet along the North line of said Section 27 to the POINT OF BEGINNING; thence continue South 89°56'09" East, a distance of 11.57 feet along said North line; thence departing said North line South 30°15'56" West, a distance of 149.35 feet to a point on the East line of Official Records Book 1535, Page 898 of Public Records of Orange County, Florida; thence North 00°03'51" East, a distance of 19.88 feet along said East line; thence departing said East line North 30°15'56" East, a distance of 126.35 feet to the POINT OF BEGINNING.

Containing 1,379 square feet, more or less.

James E Mazurak

Digitally signed by James E Mazurak DN: c=US, o=Florida, dnQualifier=A01410D0000017FD5B1 7B7E0007ED12, cn=James E Mazurak Date: 2022.10.31 14:57:21 -04'00'

NOT VALID WITHOUT SHEETS 1-2

SURVEYOR'S REPORT:

- 1. Bearings shown hereon are based on the North line of Section 27, Township 22 South, Range 30 East, Orange County, Florida being South 89°56'09" East, assumed.
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administrative Code.

Date: DESCRIPTION 10/13/2022 KR Job Number: Scale: FOR 1" = 30'68677 ORLANDO UTILITIES Chapter 5J-17, Florida Administrative Code requires COMMISSION AND MAPPING CORPORATION that a legal description drawing bear the notation that 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 353-8580 formoutherst nau THIS IS NOT A SURVEY. REVISED: 10/31/2022 SHEET 1 OF 2 **JAMES** MAZURAK, PSM SEE SHEET 2 FOR SKETCH Land Surveyor Number 6377

SKETCH OF DESCRIPTION

30.00' RIGHT OF WAY PER DEED BOOK 63, PAGE 54

NORTH LINE OF SECTION 27-22-30

S89*56'09"E 224.14'

POINT OF BEGINNING

POINT OF COMMENCEMENT NORTHWEST CORNER OF THE EAST 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 27-22-30

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°56'09"E	11.57'
L2	N00°03'51"E	19.88'

67' 88'

LITTLE ECONLOCKHATCHEE E-8 CANAL PARCEL IDENTIFICATION NUMBER 27-22-30-0000-00-013 ORB 1535, PAGE 898 ORANGE COUNTY BCC

> EAST LINE OF OFFICIAL RECORDS BOOK 1535, PAGE 898

PARCEL IDENTIFICATION NUMBER
27–22–30–0000–00–069
CITY OF ORLANDO
ORLANDO UTILITIES COMMISSION
NO POCI MENTATION FOI IND OP PROVIDET

LEGEND :

L1 = LINE NUMBER

ORB = OFFICIAL RECORDS BOOK



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 Certification Number 182108

Certification Number LB2108 e-mail: info@southeasternsurveying.com

1" = 30' GRAPHIC SCALE 0 15' 30' 60

Drawing No. 68677002 Job No. 68677 Date: 10/13/2022 SHEET 2 OF 2 See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEETS 1 THROUGH 2

EXHIBIT C

FORM OF DRAINAGE EASEMENT

Prepared by:

Leigh Ann Buzyniski, Esq. Shutts & Bowen, LLP 300 South Orange Avenue, Suite 1600 Orlando, Florida 32801

Project: OUC/Dennis Ave Drainage Easement (PN19904)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014 (10), F.A.C.

DRAINAGE EASEMENT

THIS INDENTURE, Made as of the date signed below between ORLANDO UTILITIES COMMISSION, a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, GRANTORS, in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$1.00 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, an easement for drainage and access purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED EXHIBIT "A" Property Appraiser's Parcel Identification Number:

A portion of 22-22-30-0000-00-254 and a portion of 27-22-30-0000-00-069

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

THE GRANTEE herein and its assigns 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 drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other vertical structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement on the respective dates written below.

Signed, sealed and delivered in the presence of:	ORLANDO UTILITIES COMMISSION , a a statutory commission existing under the laws of	
in the presence of.	the State of Florida	
	n matur	
Drint Nama:	By:	
Print Name:	Title: General Manager & CEO	
Print Address:	Date:	
	- orth	
	By: Name: Clint Bullock Title: General Manager & CEO Date: Form	
Print Name:		
Print Address:	OUC Legal Department	
	Data: Dan	
STATE OF FLORIDA COUNTY OF ORANGE		
COUNTY OF OKANGE		
or \square online notarization, this d Manager and CEO of the ORLA existing under the laws of the State	was acknowledged before me by means of \square physical presence lay of, 2023, by Clint Bullock, as the General ANDO UTILITIES COMMISSION, a statutory commission e of Florida, on behalf of the commission, who \square is personally as identification.	
known to me of \Box has produced	as identification.	
	(C' - material of Nictions Della Co)	
	(Signature of Notary Public) Print Name:	
[NOTARY SEAL]	Notary Public, State of Florida	
[NOTAKT SEAD]	Commission No.:	
	My Commission Expires:	

Project: OUC/Dennis Ave Drainage Easement

Signed, sealed and delivered in the presence of:	CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida
Print Name:	By:Name:
Print Address:	Title:
Print Name:Print Address:	Approved as to form and legality for the use and
	By: Name:
	Title:
	Date:
STATE OF FLORIDA COUNTY OF ORANGE	
presence or online notariz	ument was acknowledged before me by means of physical particles, this day of physical particles, the control of the CITY OF ORLANDO of organized and existing under the laws of the State of Florida.
on behalf of the municipal corpor	ation, who □ is personally known to me or □ has produced as identification.
	(Signature of Notary Public)
[NOTARY SEAL]	Print Name:Notary Public, State of Florida
-	Commission No.:
	My Commission Expires: