



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: March 11, 2022

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

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

FROM: Stephanie Williamson, Sr. Acquisition Agent *SW/MTC*
Real Estate Management Division

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

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7076

ACTION REQUESTED: Approval and execution of Contract for Purchase and Sale, and approval of Drainage Easement by and between Kevin M. Shelton and Rachel K. Shelton and Orange County, Florida and Subordination of Encumbrance to Property Rights to Orange County, and authorization for the Real Estate Management Division to disburse funds to pay the purchase price and recording fees, to record instrument, and perform all actions necessary and incidental to closing.

PROJECT: Little Econ Canal Drainage Repair Parcel 801

District 3

PURPOSE: To provide for access, construction, and maintenance of a drainage easement.

Interoffice Memorandum
Real Estate Management Division
Agenda Item 1
March 11, 2022
Page 2 of 2

ITEMS: Contract for Purchase and Sale (Parcel 801)

Drainage Easement
(Instrument 801.1)
Cost: \$4,900
Size: 2,408 square feet

Subordination of Encumbrance to Property Rights to Orange County
(Instrument 801.2)

BUDGET: Account No.: 1004-072-2912-6110

FUNDS: \$4,900 Payable to Kevin M. Shelton and Rachel K. Shelton
(Purchase Price)

\$100 Payable to Orange County Comptroller
(Recording Fees)

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: Seller to pay documentary stamp tax. County to pay recording fees

Project: Little Econ Canal Drainage Repair
Parcel ID: 801

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAR 22 2022

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 Kevin M. Shelton and Rachel K. Shelton, husband and wife (collectively, “**Seller**”), and Orange County, Florida 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 Number(s)
13-23-30-0000-00-028
(hereinafter referred to as the “**Property**”)
[Deed Reference Document# 20180211279]
- B. Buyer requires a portion of the Property as further described on Exhibit A, incorporated herein by reference (the “**Parcel**”), for its drainage repair project (the “**Project**”).
- C. Seller agrees to furnish the Parcel 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 Drainage Easement on the Parcel (the “**Easement**”), conveying the Easement to Buyer free and clear of all liens and encumbrances in substantially the same form as attached in Exhibit A, attached hereto and incorporated herein by reference.
 - b. Buyer agrees to pay the Consideration (as defined below), to Seller for the Easement.
- 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 Parcel from Buyer to Seller:

Project: Little Econ Canal Drainage Repair
Parcel ID: 801

a. **Price Paid for Parcel.** Buyer shall pay to Seller FOUR THOUSAND NINE HUNDRED AND 00/100 U.S. Dollars (\$4,900.00) (the “**Purchase 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 Seller; **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 purchase and sale of the Parcel contemplated herein (“**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 Seller and Buyer as follows:

| Cost | Paid by Seller | Paid by Buyer |
|--------------------------------------|-----------------------|----------------------|
| Recording Fees for the Easement | No | Yes |
| Recording Fees for the Subordination | No | Yes |
| Documentary Stamps | Yes | No |
| Appraisal | No | Yes |

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 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. **Closing Documents:** The following fully executed documents in the form contemplated herein are required to close the transaction contemplated pursuant to this Agreement:

- a. Drainage Easement executed by Seller; and
- b. Subordination executed by Seller’s lender

8. **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.

Project: Little Econ Canal Drainage Repair
Parcel ID: 801

a. **Closing Documents.** Closing is contingent upon delivery of Seller to Buyer in recordable form all instruments necessary to convey the Parcel (including the subordination on the form provided by the Acquisition Agent) as referenced in this Agreement. Such documents shall be executed and delivered to the Acquisition Agent for Buyer on or before the Closing Date.

9. 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.

| | Seller | Buyer |
|--------------------------|---|--|
| Name: | Kevin M. Shelton and Rachel K. Shelton | Orange County Real Estate Management Division |
| Physical Address: | 4326 S. Chickasaw Trail Orlando, Florida 32829 | 400 East South Street, 5 th Floor Orlando, Florida 32801 |
| Mailing Address: | 4326 S. Chickasaw Trail Orlando, Florida 32829 | P.O. Box 1339 Orlando, Florida 32801-1339 |
| Contact: | Kevin M. Shelton | Attn: Stephanie Williamson, Acquisition Agent |
| Phone: | 720-217-1870 | 407-836-7076 |

b. **Florida Statutes.** Seller 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 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.

Project: Little Econ Canal Drainage Repair
Parcel ID: 801

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

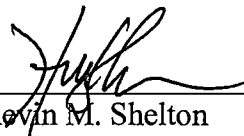
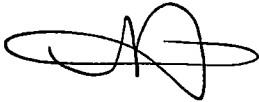
Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's Acquisition Agent named below does not in and of itself nor in any way bind Buyer.

SELLER

Witness Signatures:

Signature:

Signature:



Kevin M. Shelton

Date:

1-13-21

(mm/dd/yyyy)

Signature:

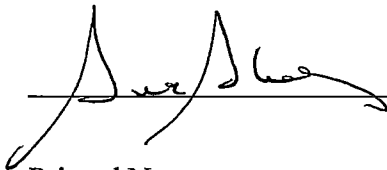
Printed Name:

Stephanie Williamson



Rachel K. Shelton

Signature:



Date:

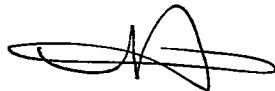
1/13/22

(mm/dd/yyyy)

Printed Name:

Ana Alves

Presented to Seller on behalf of Orange County by:



Stephanie Williamson, Senior Acquisition Agent
Orange County Real Estate Management Division

Date:

1/13/21
(mm/dd/yyyy)

Project: Little Econ Canal Drainage Repair
Parcel ID: 801



BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

Date:

03/22/2022
(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

BY:

Emily Rivera
for Deputy Clerk

Emily Rivera
Printed Name

Project: Little Econ Canal Drainage Repair
 Parcel ID: 801

EXHIBIT A
Sketch and Description of Parcel
 [copy not to scale]

SKETCH & DESCRIPTION
 PROJECT: S Chickasaw Trail Bridge
 Parcel
 SURVEY PROJECT NUMBER: 8808
 SECTION 13
 TOWNSHIP 23 SOUTH
 RANGE 30 EAST


DRAWN BY: JFM
 SCALE: 1"=100'

DESCRIPTION:
 A part of the Northwest 1/4 of Section 13, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:
 Commence at the Northeast corner of the Northwest 1/4 of said Section 13; Thence S00°47'49"E, along the East line of the Northwest 1/4 of said Section 13, a distance of 1325.75 feet to the Northeast corner of the South 1/2 of said Northwest 1/4 of Section 13; Thence continue S00°47'49"E along said East line, 36.19 feet to a point on the west right of way line of South Chickasaw Trail, for a POINT OF BEGINNING; Thence continue S00°47'49"E along said East line, 63.81 feet; Thence N89°35'59"W, a distance of 17.23 feet to a point on the South line of a 100.00 foot wide drainage easement, as recorded in Official Records Book 3402, Page 1817-1818, Public Records of Orange County, Florida also being a point on a non-tangent curve concave Northeasterly, having a radius of 390.05 feet, a chord bearing of N08°08'56"W, a chord distance of 99.82 feet, run thence Northwesterly along the arc of said curve, through a central angle of 14°42'13", a distance of 100.10 feet; Thence N00°47'49"W, a distance of 1.27 feet to a point on the North line of said South 1/2 of the Northwest 1/4 of Section 13; Thence S89°35'20"E along said North line, a distance of 20.63 feet to a point on a non-tangent curve concave Northeasterly having a radius of 855.00 feet, a chord bearing of S15°14'32"E, a chord distance of 37.57 feet, run thence Southeasterly along the arc of said curve, through a central angle of 02°31'04", a distance of 37.57 feet to a point along the east line of said South 1/2 of the Northwest 1/4 of Section 13, also being a point on the west right of way line of South Chickasaw Trail, also being the POINT OF BEGINNING.

Containing 2,408.04 Square Feet or 0.055 Acre MORE or LESS.

**ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



Mark A. Daynes
 MARK A. DAYNES, REGISTERED LAND SURVEYOR
 AND MAPPER
 STATE OF FLORIDA LICENSE NO. 5479
 DATE: 08/09/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

- = CHANGE IN DIRECTION, NO POINT SET
- CB = CHORD BEARING
- DOC. = DOCUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG.S = PAGE/PAGES
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R = RADIUS
- R.O.W. = RIGHT OF WAY
- Sect. = SECTION

Surveyors Notes:

1. This is not a Boundary Survey.
2. Bearings based on the East line of the NW 1/4 of Section 13, Township 23 South, Range 30 East, Orange County, Florida, bearing S00°47'49"E.

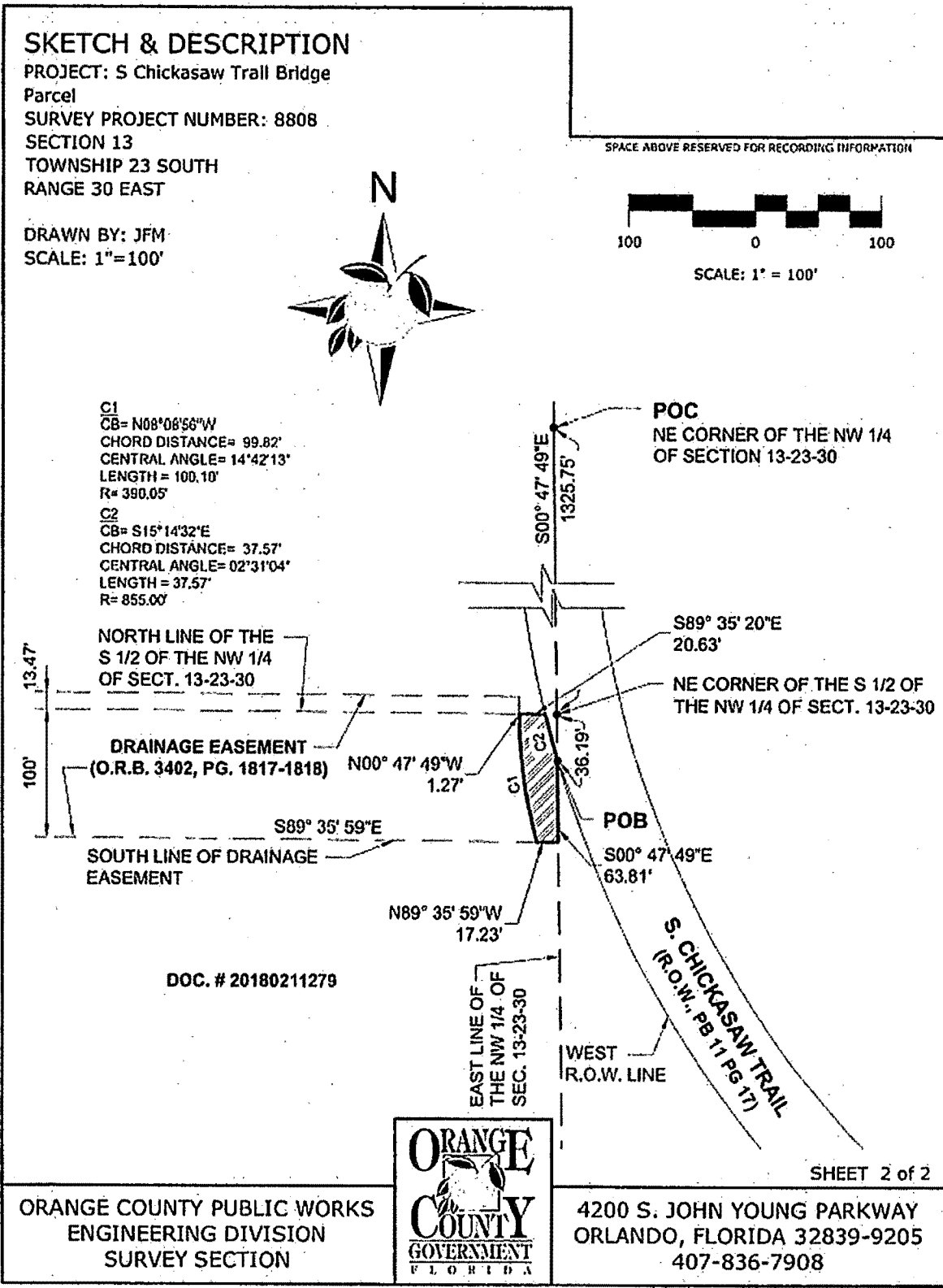


SHEET 1 of 2

4200 S. JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 407-836-7908

RH 2/19/2021

Project: Little Econ Canal Drainage Repair
 Parcel ID: 801



Instrument: 801.1
Project: Little Econ Canal Drainage Repair

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 22 2022

DRAINAGE EASEMENT

THIS INDENTURE, made as of the last date signed below, by and between Kevin M. Shelton and Rachel K. Shelton, husband and wife, whose address is 4326 South Chickasaw Trail, Orlando, Florida 32829 (collectively, "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").

WHEREAS, Grantor is the fee simple owner of real property located in Orange County, Florida, described as Tax Parcel ID No.: 13-23-30-0000-00-028 [Deed Reference: Instrument No.: 20180211279].

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants to Grantee and its assigns, an easement for drainage 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 in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of 13-23-30-0000-00-028

Grantee and its assigns shall have the rights 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 easement granted herein. Grantee may at any time increase its use of the easement, change the location of ditches, pipes, or other facilities within the boundaries of the easement, or modify the size of existing ditches, pipes, or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's heirs, successors, or assigns; provided Grantee does not expand its use of the easement beyond the easement boundaries described above.

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 structures on the easement granted herein that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

Instrument: 801.1
Project: Little Econ Canal Drainage Repair

IN WITNESS WHEREOF, the Grantor has caused this indenture to be duly executed as of the date written below.

GRANTOR

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

[Signature]
Kevin M. Shelton

Stephanie Williamson
Witness Printed Name

Erica Guidry
Witness Signature

Erica Guidroz
Witness Printed Name

(Signature of **TWO** witnesses is required by Florida law)

STATE OF Florida
COUNTY OF Orange

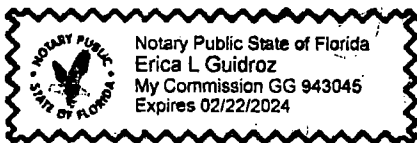
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29 of December, 2021, by Kevin M. Shelton. He is personally known to me or has produced: Drivers License as identification.

(Affix Notary Stamp)

Erica Guidry
Notary Signature

Erica Guidroz
Printed Notary Name

Notary Public of:
My Commission Expires: 2-22-2024



Instrument: 801.1
Project: Little Econ Canal Drainage Repair

GRANTOR

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

[Signature]
Rachel K. Shelton

Stephanie Williamson
Witness Printed Name

[Signature]
Witness Signature

Erica Guidroz
Witness Printed Name

(Signature of **TWO** witnesses is 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 29 of December, 2021, by Rachel K. Shelton. She is personally known to me or has produced: drivers license as identification.

(Affix Notary Stamp)



[Signature]
Notary Signature

Erica Guidroz
Printed Notary Name

Notary Public of:
My Commission Expires: 2-22-2024

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

Instrument: 801.1
Project: Little Econ Canal Drainage Repair

SCHEDULE "A"

[Parcel 801, Schedule "A" consists of a two (2) page sketch of description dated August 9, 2021, attached hereto]

SKETCH & DESCRIPTION

PROJECT: S Chickasaw Trail Bridge
Parcel
SURVEY PROJECT NUMBER: 8808
SECTION 13
TOWNSHIP 23 SOUTH
RANGE 30 EAST

DRAWN BY: JFM
SCALE: 1"=100'

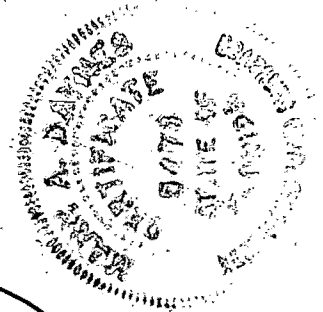
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MARK A. DAYNES, REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479
DATE: 08/09/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION



SHEET 1 of 2

4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

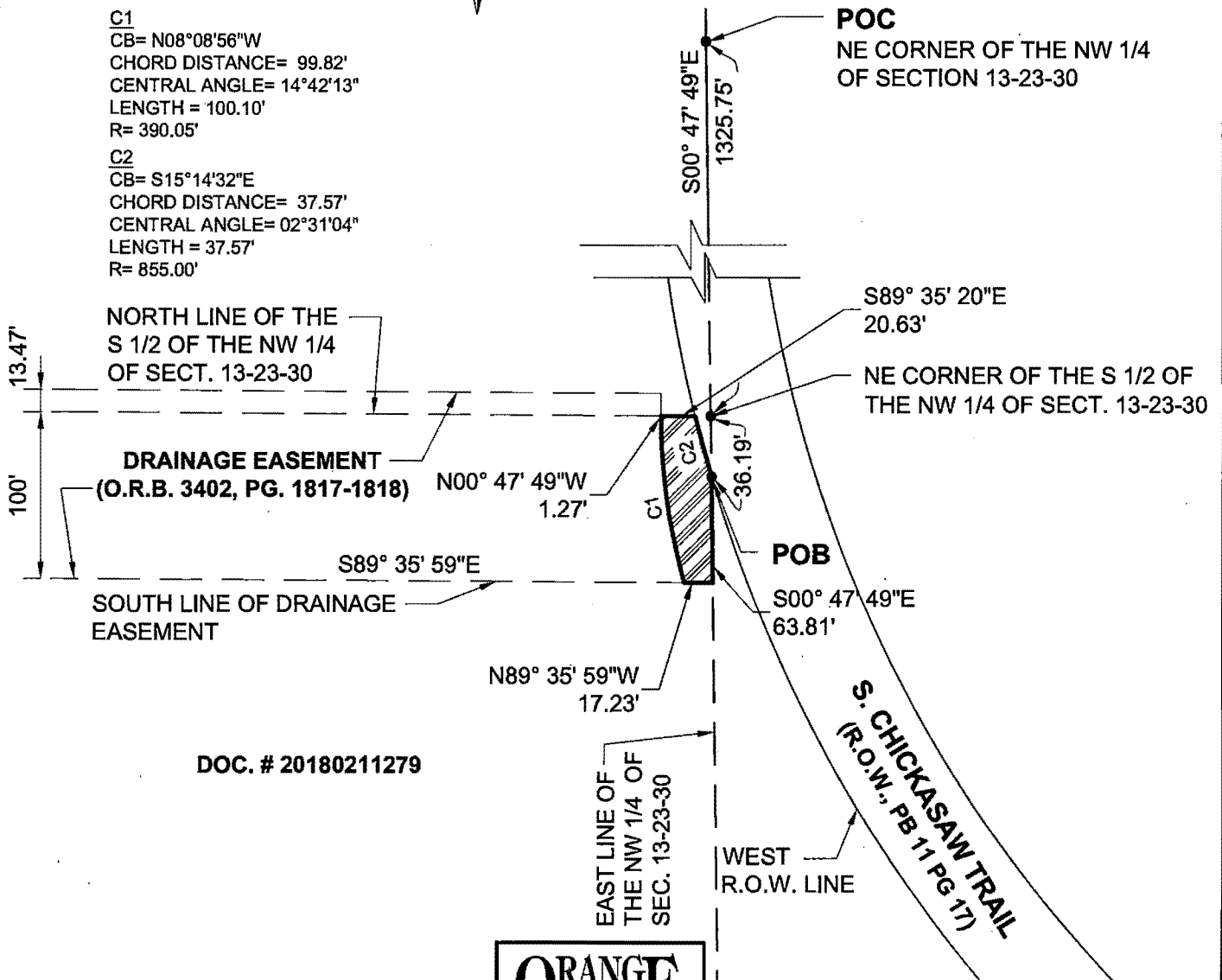
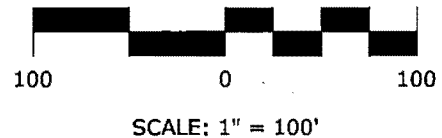
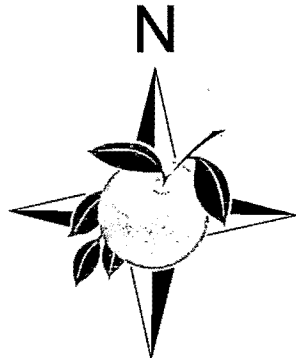
RH 8/19/2021

SKETCH & DESCRIPTION

PROJECT: S Chickasaw Trail Bridge
 Parcel
 SURVEY PROJECT NUMBER: 8808
 SECTION 13
 TOWNSHIP 23 SOUTH
 RANGE 30 EAST

DRAWN BY: JFM
 SCALE: 1"=100'

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



DOC. # 20180211279

SHEET 2 of 2

ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION



4200 S. JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 407-836-7908

R4 8/19/2021

MAR 22 2022

RLMS #4500281253
**Instrument prepared by and
recorded original returned to:
Real Estate Management Division
Orange County, Florida
400 East South Street, 5th Floor
Orlando, Florida 32801**

Instrument No. 801.2
Project: Little Econ Canal Drainage Repair

SUBORDINATION OF ENCUMBRANCE 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 encumbrance held by the undersigned; and,

WHEREAS, On behalf of ORANGE COUNTY, a request has been made for the undersigned to subordinate said encumbrance 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 encumbrance as it has 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"

Encumbrance:

Mortgage Electronic Registration Systems, Inc., as nominee for Embrace Home Loans, Inc., its successors and/or assigns

FROM: Kevin M. Shelton and Rachel K. Shelton, husband wife

Mortgage filed April 5, 2021

Recorded as Document No. 20210190739

Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrance insofar as same affects the rights and privileges of ORANGE COUNTY, in its use of the land specifically above described for drainage purposes only, and that nothing herein contained shall in any


Instrument No. 801.2
Project: Little Econ Canal Drainage Repair

way affect, alter, impair, minimize, or diminish the effect of said encumbrance 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 drainage purposes that in such event the subordination of said encumbrance shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

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

Signed, sealed, and delivered
in the presence of:

Mortgage Electronic Registration Systems, Inc.,
a Delaware corporation, as nominee for Embrace
Home Loans, Inc., a Rhode Island corporation its
successors and/or assigns



Witness

BY: 

Juan Perez Medina

Printed Name

Mario Selva

Printed Name



Witness

Assistant Secretary

Title

James Bunches

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ of _____, 20____, by _____, as _____ of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, as nominee for Embrace Home Loans, Inc., a Rhode Island corporation, its successors and/or assigns, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the county and state aforesaid.

My commission expires:

**See Attached
Acknowledgment**

ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of ORANGE

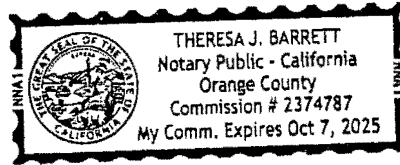
On JAN 05 2022, before me, **Theresa J. Barrett, Notary Public**, personally appeared, Mario Seiva who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary
(Notary Name): **Theresa J. Barrett**
My commission expires: 10/7/2025



(seal)

Instrument No. 801.2
Project: Little Econ Canal Drainage Repair

EXHIBIT "A"

[Parcel 801, EXHIBIT "A" consists of a two (2) page sketch of description, dated August 8, 2021, attached hereto]

SKETCH & DESCRIPTION

PROJECT: S Chickasaw Trail Bridge
Parcel
SURVEY PROJECT NUMBER: 8808
SECTION 13
TOWNSHIP 23 SOUTH
RANGE 30 EAST

DRAWN BY: JFM
SCALE: 1"=100'

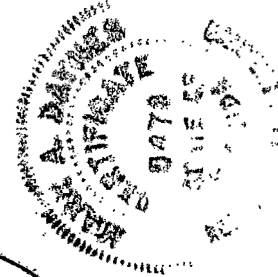
DESCRIPTION:

A part of the Northwest 1/4 of Section 13, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 13; Thence S00°47'49"E, along the East line of the Northwest 1/4 of said Section 13, a distance of 1325.75 feet to the Northeast corner of the South 1/2 of said Northwest 1/4 of Section 13; Thence continue S00°47'49"E along said East line, 36.19 feet to a point on the west right of way line of South Chickasaw Trail, for a POINT OF BEGINNING; Thence continue S00°47'49"E along said East line, 63.81 feet; Thence N89°35'59"W, a distance of 17.23 feet to a point on the South line of a 100.00 foot wide drainage easement, as recorded in Official Records Book 3402, Page 1817-1818, Public Records of Orange County, Florida also being a point on a non-tangent curve concave Northeasterly, having a radius of 390.05 feet, a chord bearing of N08°08'56"W, a chord distance of 99.82 feet, run thence Northwesterly along the arc of said curve, through a central angle of 14°42'13", a distance of 100.10 feet; Thence N00°47'49"W, a distance of 1.27 feet to a point on the North line of said South 1/2 of the Northwest 1/4 of Section 13; Thence S89°35'20"E along said North line, a distance of 20.63 feet to a point on a non-tangent curve concave Northeasterly having a radius of 855.00 feet, a chord bearing of S15°14'32"E, a chord distance of 37.57 feet, run thence Southeasterly along the arc of said curve, through a central angle of 02°31'04", a distance of 37.57 feet to a point along the east line of said South 1/2 of the Northwest 1/4 of Section 13, also being a point on the west right of way line of South Chickasaw Trail, also being the POINT OF BEGINNING.

Containing 2,408.04 Square Feet or 0.055 Acre MORE or LESS.

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



MARK A. DAYNES, REGISTERED LAND SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479
DATE: 08/09/2021

I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

- = CHANGE IN DIRECTION, NO POINT SET
- CB = CHORD BEARING
- DOC. = DOCUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG.S = PAGE/PAGES
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R = RADIUS
- R.O.W. = RIGHT OF WAY
- Sept. = SECTION

Surveyors Notes:

1. This is not a Boundary Survey.
2. Bearings based on the East line of the NW 1/4 of Section 13, Township 23 South, Range 30 East, Orange County, Florida, bearing S00°47'49"E.



SHEET 1 of 2

ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION

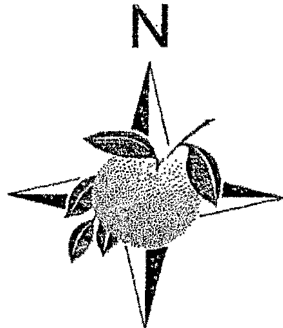
4200 S. JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
407-836-7908

RH 6/19/2021

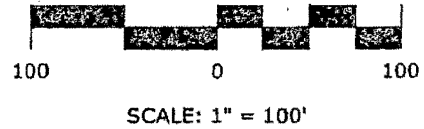
SKETCH & DESCRIPTION

PROJECT: S Chickasaw Trail Bridge
 Parcel
 SURVEY PROJECT NUMBER: 8808
 SECTION 13
 TOWNSHIP 23 SOUTH
 RANGE 30 EAST

DRAWN BY: JFM
 SCALE: 1"=100'

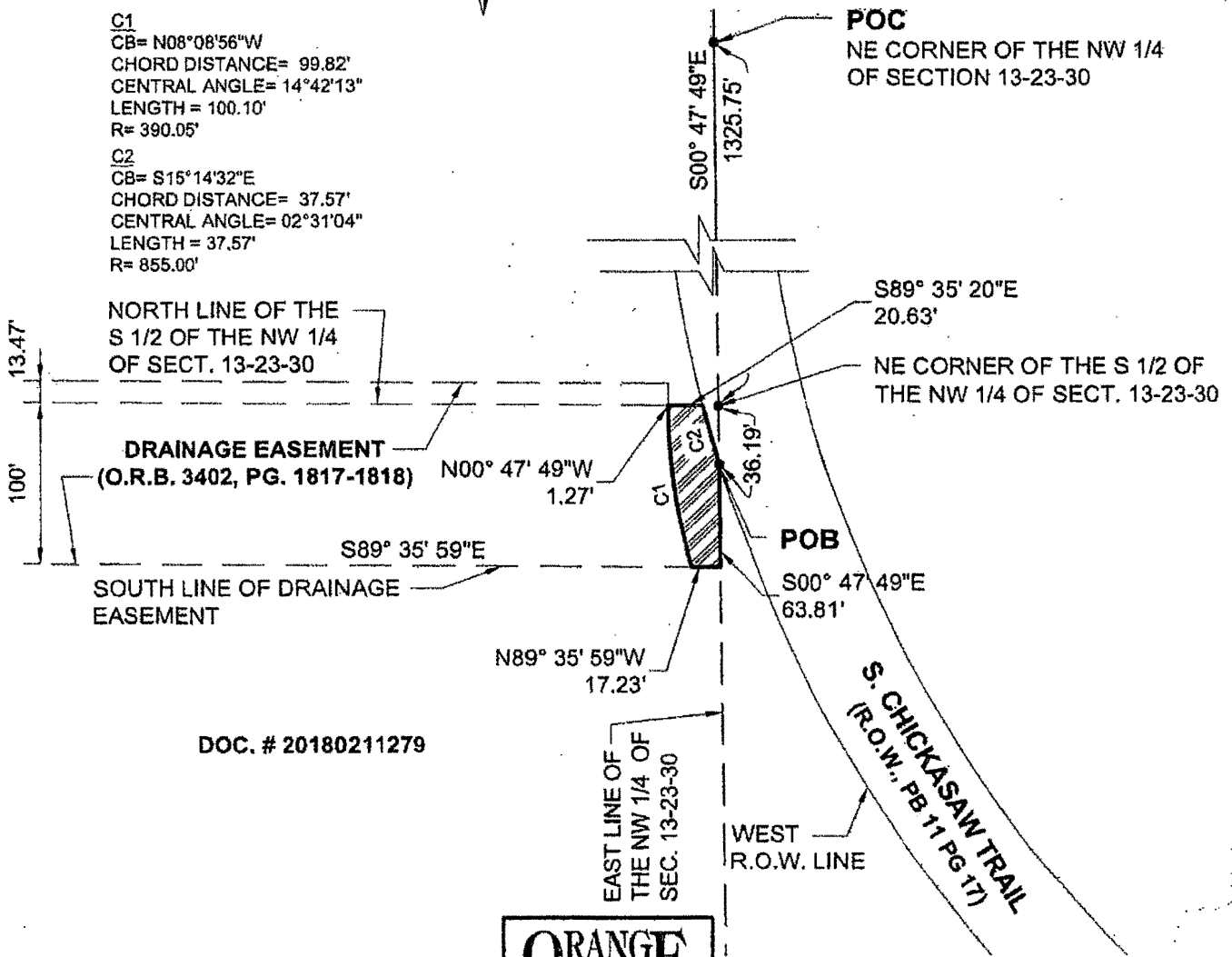


SPACE ABOVE RESERVED FOR RECORDING INFORMATION



C1
 CB= N08°08'56"W
 CHORD DISTANCE= 99.82'
 CENTRAL ANGLE= 14°42'13"
 LENGTH = 100.10'
 R= 390.05'

C2
 CB= S15°14'32"E
 CHORD DISTANCE= 37.57'
 CENTRAL ANGLE= 02°31'04"
 LENGTH = 37.57'
 R= 855.00'



DOC. # 20180211279

SHEET 2 of 2

ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION



4200 S. JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 407-836-7908

RH 8/19/2021

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 03/01/2022
Project: Little Econ Canal Drainage Repair
Charge to Account #1004-072-2912-6110

Total Amount: \$ 5,005.00
Parcels: 801

[Signature] 3/3/2022
Controlling Agency Approval Signature Date

Maricela Torres
Printed Name:

[Signature] 3/3/22
Fiscal Approval Signature Pat Davis Date

Printed Name

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

X N/A District # 3

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

Name, Address, FEIN No.
Kevin M. Shelton and Rachel K. Shelton
4326 S. Chickasaw Trail
Orlando, Florida 32712

Purchase Price: \$4,900.00

Orange County Comptroller:
Recording Fee: \$ 105.00

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

Payable to: Kevin M. Shelton and Rachel K. Shelton \$4,900.00
Orange County Comptroller: \$105.00

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

Recommended by Stephanie Williamson
Stephanie Williamson, Senior Acquisition Agent

03/01/2022
Date

Payment Approved [Signature]
Mindy Cummings, Manager, Real Estate Management Division

3/3/2022
Date

Certified Emily Ruvira
Approved by BCC [Signature] Deputy Clerk to the Board

MAR 22 2022
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.
Anticipated Closing Date: TBD
Please contact Acquisition Agent @ 67076 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAR 22 2022