

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
PROJECT NAME: Ficquette Road
PROJECT LIMITS: South of Reams Road to North
of Ingelnook Dr
COUNTY: Orange
PARCEL NO.: 1042 and 9042



SELLER: Sarat K. Mak

BUYER: Orange County, a charter county and political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions of this Purchase Agreement (“Agreement”):

I. DESCRIPTION OF PROPERTY

a. Estate Being Purchased (select all that apply): Fee Simple Permanent Easement Temporary Easement

b. Real Property:

General Location The subject parent tract is located East side of Reams Road and South of Ficquette Road, 14203 Reams Road Windermere FL, in unincorporated Orange County, Florida.

Parent Tract Parcel ID: 34-23-27-0000-00-012

Parcel(s) # 1042 Fee Simple
9042 Fee Simple

The Parcels are collectively referred to as the “Property.”
Legal descriptions and sketches of use are attached hereto as **Exhibit A**, incorporated herein by reference.

c. Personal Property: N/A

d. Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others:

- These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.
- N/A

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II. PURCHASE PRICE

a. Real Property

Land	1.	\$1,585,000.00
Improvements	2.	\$0.00
Real Estate Severance Damages	3.	\$0.00
Cost to Cure	4.	\$0.00

Total Real Property 5. \$1,585,000.00

b. Total Personal Property 6. \$0.00

c. Fees and Costs

Attorney Fees	7.	\$163,750.00
Appraiser Cost	8.	\$19,437.00
Land Planner	9.	\$8,400.00
Engineer Costs	10.	\$4,609.13
Biologist Fees	11.	\$4,369.54

Total Fees and Costs 12. \$200,565.67

d. Total Business Damages 13. \$ 0.00

e. Total of Other Costs 14. \$ 0.00

List: _____

f. Total Purchase Price 15. \$1,785,565.67
(Add lines 5, 6, 12, 13 and 14)

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III. CONDITIONS AND LIMITATIONS

- a. Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date (defined below) 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. If the conveyance occurs between November 1 and December 31 of the year of conveyance, 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, and the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.
- b. Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or which arise after closing as a result of actions of the Seller. The foregoing is not applicable to any temporary construction easements being acquired by Buyer.
- c. Seller shall maintain the property described in **Section I** of this Agreement until the day of closing or any holdover period (if applicable). The Property shall be maintained in the same condition existing on the date of this Agreement, except for reasonable wear and tear.
- d. This Property is being purchased in lieu of eminent domain proceedings. Buyer shall pay for recording the documents of conveyance and documents to clear title.
- e. Any occupancy of the Property described in **Section I** of this Agreement extending beyond the Closing Date shall be pursuant to a separate Post-Closing Occupancy Agreement between Buyer and Seller.
- f. Seller agrees that the Property described in **Section I** of this Agreement shall be conveyed to Buyer by Warranty Deed ("Deed") in substantially the same form attached hereto as **Exhibit B**, incorporated herein by reference shall be delivered on the Closing Date. Closing shall either take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place or completed as a "mail away" closing as shall be mutually agreed upon by Buyer and Seller ("Closing").
- g. Effective upon the Closing contemplated under this Agreement, except as otherwise expressly provided by this Agreement, Seller hereby releases, discharges, and acquits Buyer and all employees, agents, attorneys, consultants, contractors, subcontractors, successors, assigns, representatives, and elected officials of Buyer from any and all claims, actions, causes of

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actions, suits, obligations, promises, controversies, costs, expenses, losses, liabilities, damages, and/or demands of every kind, character, and nature, whether legal or equitable in nature and whether in contract or in tort – including without limitation: (i) claims for attorney’s fees, for appraisal fees, for accountant’s fees, for fees of other professionals, experts, and consultants, for costs, for non-monetary benefits, and/or for attorney’s fees based upon non-monetary benefits pursuant to Section 73.092, Florida Statutes; (ii) claims for business damages pursuant to Chapter 73, Florida Statutes; and/or (iii) other claims, causes of actions, etc. that could have been raised by Seller (including without limitation under Chapters 73 and/or 74, Florida Statutes) had Buyer commenced eminent domain proceedings against Seller – which Seller has asserted, could have asserted, or would hereafter have been able to assert, or which may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way Buyer’s acquisition of the Property described in **Section I** of this Agreement above.

- h.** Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this Agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- i.** Seller and Buyer agree that the Closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.
- j.** Seller and Buyer agree that this Agreement represents the full and final agreement for the herein described sale and purchase.
- k.** Buyer may, at its sole cost and expense, obtain a commitment for title insurance to ensure Buyer as purchaser of the Property in the amount of the purchase price, evidencing that marketable fee simple title to the Property is currently vested in the Seller, free and clear of all liens, encumbrances, or other matters of record.
- l.** Inspection Period. Buyer shall have one hundred twenty (120) days after the Effective Date, (the “Inspection Period”) to determine whether Buyer is willing to accept title to and acquire the Property from Seller. Seller agrees that during the Inspection Period, Buyer shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described in the Due Diligence Contingency, attached hereto as **Exhibit C**, is a material condition of this Agreement and incorporated herein by this reference. Buyer, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property. If during the Inspection Period Buyer decides, for whatever reason, in Buyer's sole and absolute discretion, not to proceed with the purchase of the Property, Buyer may, in

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Buyer's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period. Buyer reserves the right to extend the Inspection Period in its sole discretion for a period of up to an additional sixty (60) days, by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period.

- m. Delegation of Authority. The Manager or Assistant Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required or allowed under, to sign amendments to this Agreement for the extension of the timeframes as set forth in this Agreement, perform all actions necessary and incidental to closing this Agreement, including an extension of the Closing Date, if needed, up to 120 days or to terminate the same for cause, and/or to perform all actions necessary and incidental to execute a Post-Closing Occupancy (if applicable) Agreement and enforce the terms of same.

IV. CLOSING DATE

The closing will occur no later than 30 days after the expiration of the Inspection Period ("Closing Date") (except to the extent that the Closing Date is extended by other provisions of this Agreement).

V. ACKNOWLEDGEMENT

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

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VI. SIGNATURES

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 and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate. The signature of Buyer's acquisition agent named below does not have authority to bind Orange County.

SELLER(S)

	_____	_____
Signature		Signature
SARAT K. MAK	_____	_____
Printed Name		Printed Name
9-3-24	_____	_____
Date		Date

Presented to Seller on behalf of Orange County by:



 Jeffrey Reyes, Sr. Acquisition Agent
 Orange County Real Estate Management Division

Date: **9/3/2024**

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VII. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Agency Acceptance as of the date last written below.

BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings
Orange County Mayor

Date:

(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

BY:

Deputy Clerk

Printed Name

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EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER: 1042

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8979, PAGE 4614 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6 INCH BY 6 INCH CONCRETE MONUMENT WITH NAIL AND NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA; THENCE RUN SOUTH 89°55'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1382.35 FEET TO ITS INTERSECTION WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF REAMS ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 85 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 204.08 FEET, A CHORD DISTANCE OF 199.54 FEET AND A CHORD BEARING OF SOUTH 29°23'47" EAST; THENCE DEPARTING THE SOUTH LINE OF SAID SOUTHEAST QUARTER, RUN ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE FROM A TANGENT BEARING OF SOUTH 58°39'46" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°31'57", A DISTANCE OF 208.48 FEET; THENCE DEPARTING SAID CURVE ON A NON-TANGENT LINE, RUN SOUTH 00°08'35" EAST, A DISTANCE OF 439.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF REAMS ROAD AS DESCRIBED IN INSTRUMENT NUMBER 20190202884 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85, RUN ALONG SAID EXISTING EAST RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 20190202884 THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE NORTH 89°51'25" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 219.69 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF REAMS ROAD AS SHOWN ON PLAT BOOK 3, PAGE 85; THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 20190202884, RUN SOUTH 00°08'35" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85, A DISTANCE OF 439.94 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 8979, PAGE 4614 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE, RUN NORTH 89°51'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°08'35" EAST, A DISTANCE OF 220.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 8979, PAGE 4614; THENCE RUN SOUTH 89°51'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°08'35" WEST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6600 SQUARE FEET, MORE OR LESS

NOTES:


- THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-4223851/18.00161, EFFECTIVE DATE OF JANUARY 30, 2019.
- BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING SOUTH 89°55'38" WEST.

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Sheila Ann Ware 01/11/2022
 SHEILA ANN WARE, P.S.M. DATE
 LICENSE NUMBER 5529

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

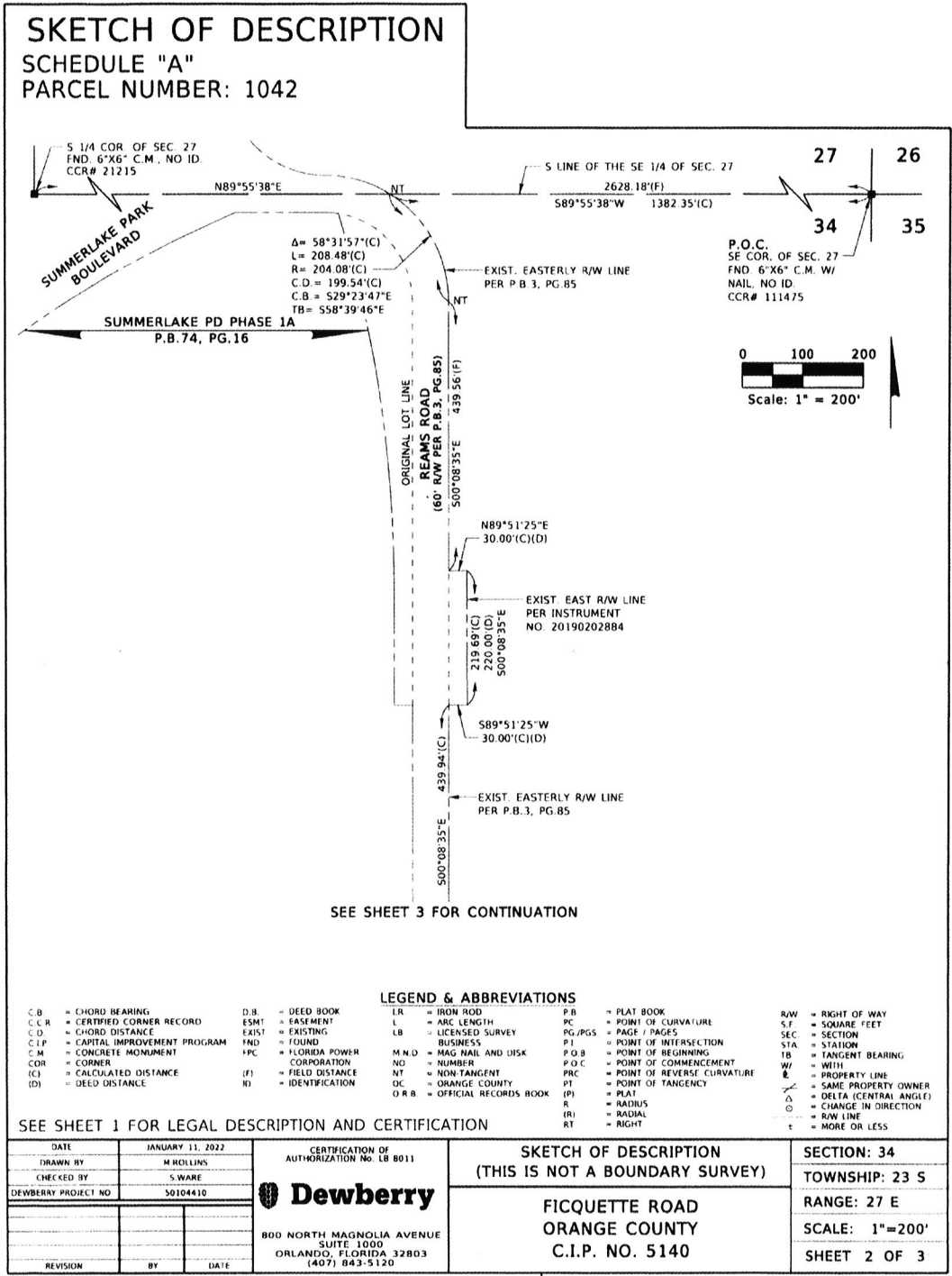
SEE SHEET 2 FOR LEGEND
 SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE JANUARY 11, 2022	CERTIFICATION OF AUTHORIZATION No. LB 8011	 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) FICQUETTE ROAD ORANGE COUNTY C.I.P. NO. 5140	SECTION: 34
DRAWN BY M.ROLLINS	DRAWN BY S.WARE			TOWNSHIP: 23 S
CHECKED BY S.WARE	Dewberry PROJECT NO. 50104410			RANGE: 27 E
REVISION	BY	DATE		SCALE: N/A
				SHEET 1 OF 3

TP 4/5/2023

PURCHASE AGREEMENT

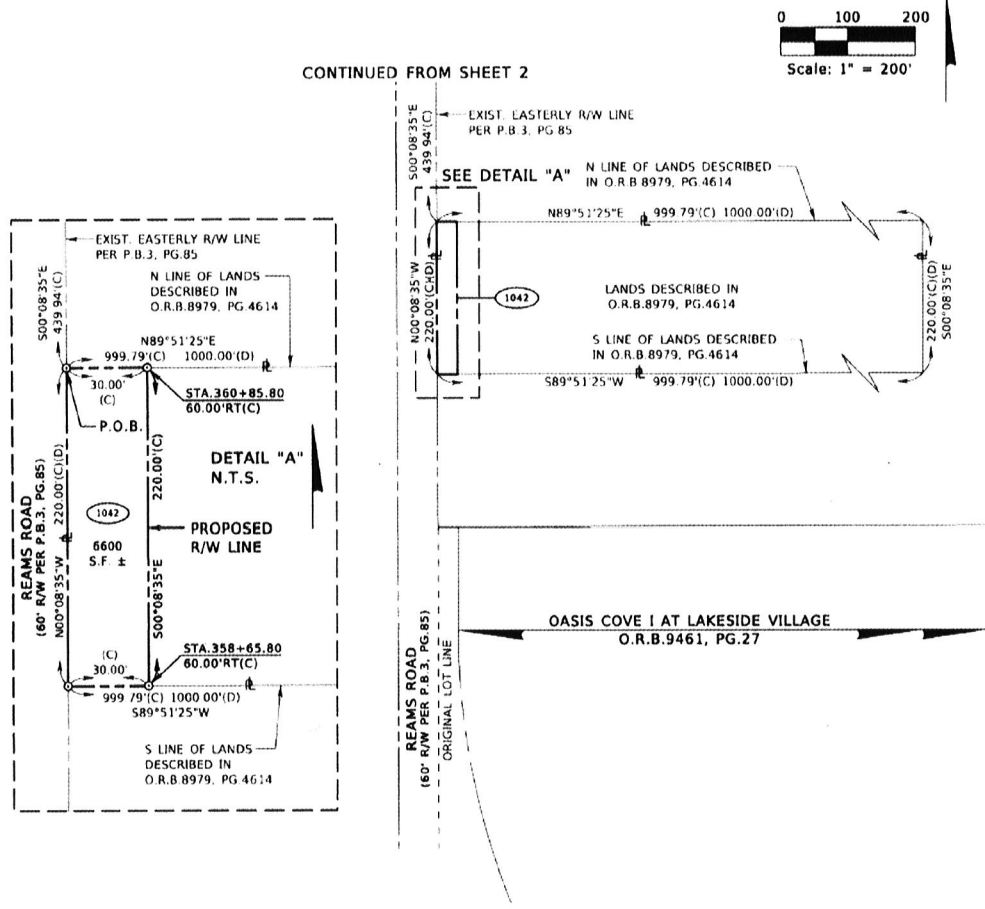
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**SKETCH OF DESCRIPTION
 SCHEDULE "A"
 PARCEL NUMBER: 1042**



SEE SHEET 2 FOR LEGEND
 SEE SHEET 1 FOR LEGAL DESCRIPTION AND CERTIFICATION

DATE	JANUARY 11, 2022	CERTIFICATION OF AUTHORIZATION No. LB 8011 	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	SECTION: 34
DRAWN BY	M ROLLINS			TOWNSHIP: 23 S
CHECKED BY	S WARE	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	FICQUETTE ROAD ORANGE COUNTY C.I.P. NO. 5140	RANGE: 27 E
DEWBERRY PROJECT NO	50104410			SCALE: 1"=200'
REVISION	BY	DATE		SHEET 3 OF 3

TP 4/5/2023

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SCHEDULE "B"

5140 FICQUETTE ROAD PARCEL 1042

FEE SIMPLE

Parcel 1042: the interest being acquired is fee simple.

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LEGAL DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER: 9042

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NOTES:


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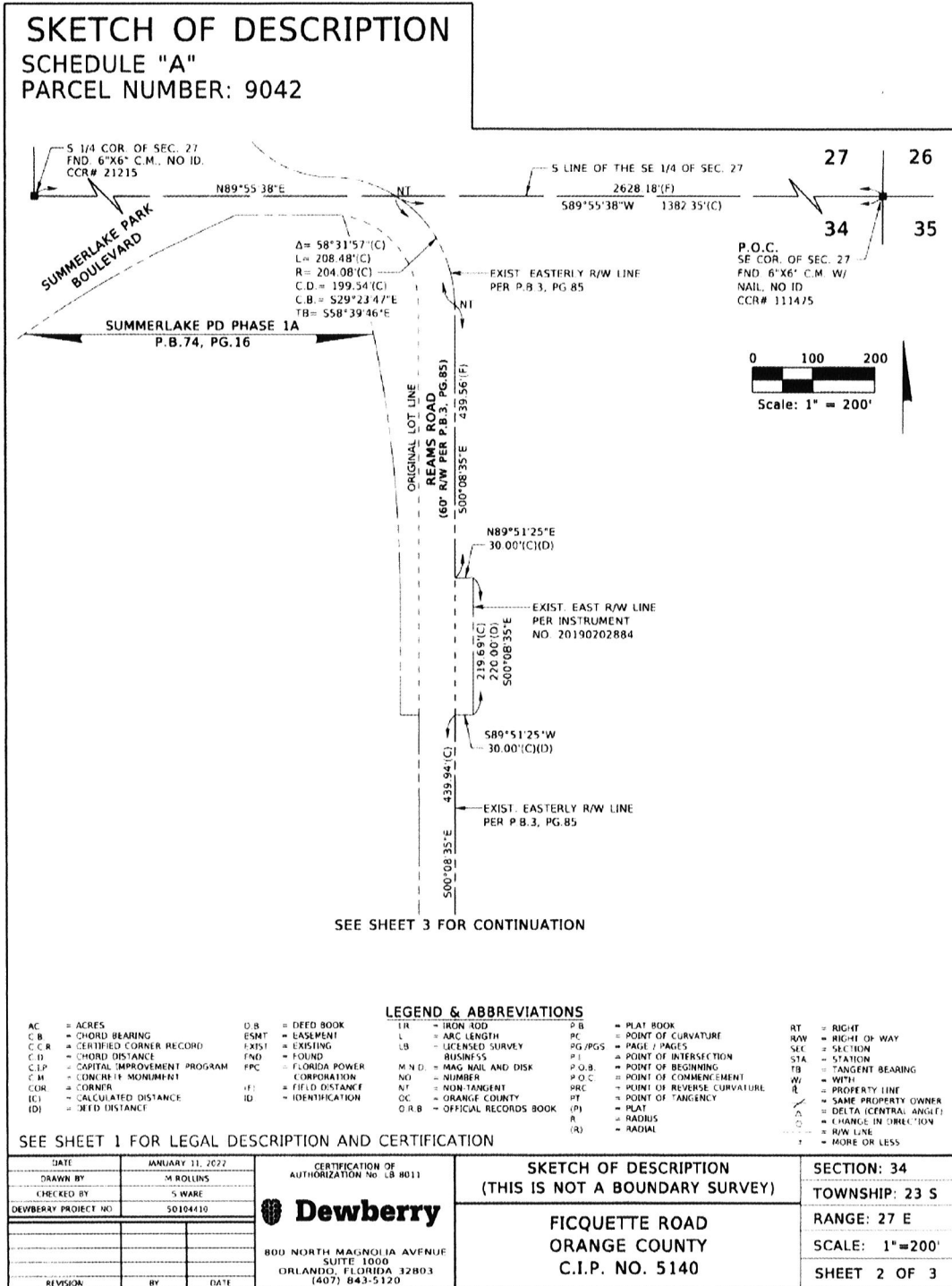
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DEWBERRY PROJECT NO. 50104410				SCALE: N/A
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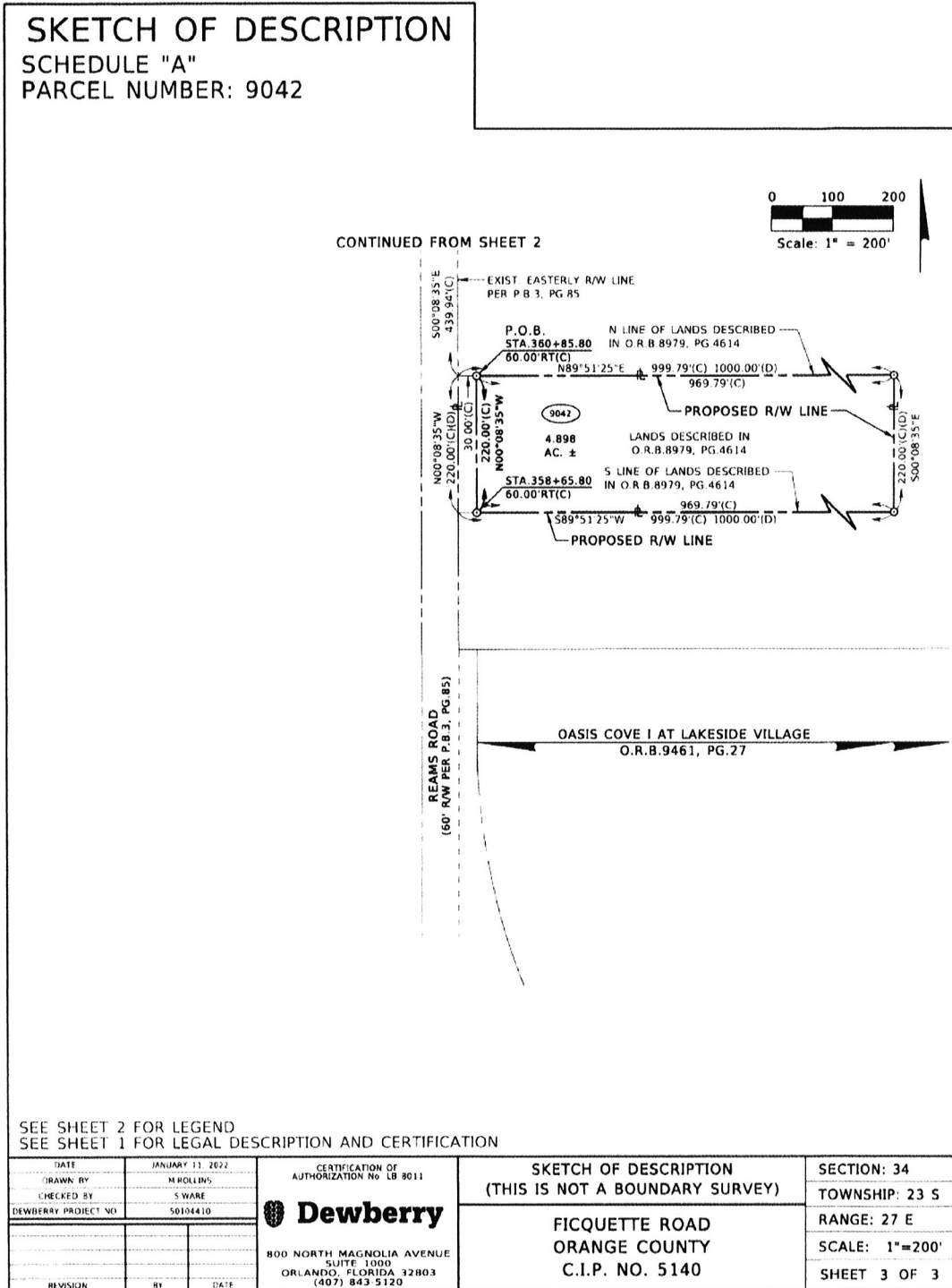
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SCHEDULE "B"

5140 FICQUETTE ROAD PARCEL 9042

FEE SIMPLE

Parcel 9042: the interest being acquired is fee simple.

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EXHIBIT B
FORM OF INSTRUMENT

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

_____, 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:

**Instrument:
Project:**

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

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by <NAME>, hereinafter called the GRANTOR, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

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

SEE ATTACHED SCHEDULE "A"

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR does hereby covenant with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
PROJECT NAME: Ficquette Road
PROJECT LIMITS: South of Reams Road to North of
Ingelnook Dr
COUNTY: Orange
PARCEL NO.: 1042 and 9042
PAGE Page 17 of 27

Instrument:
Project:

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

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Signature <NAME>

Print Name Mailing Address: _____
Mailing Address: _____ City: _____ State: _____
City _____ State _____ Zip Code: _____
Zip Code _____

WITNESS #2

Signature

Print Name
Mailing Address: _____
City: _____ State: _____
Zip Code: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name
Notary Public of: _____
My Commission Expires: _____

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
 PROJECT NAME: Ficquette Road
 PROJECT LIMITS: South of Reams Road to North of
 Ingelnook Dr
 COUNTY: Orange
 PARCEL NO.: 1042 and 9042
 PAGE: Page 18 of 27

LEGAL DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER: 1042

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8979, PAGE 4614 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6 INCH BY 6 INCH CONCRETE MONUMENT WITH NAIL AND NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA; THENCE RUN SOUTH 89°55'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1382.35 FEET TO ITS INTERSECTION WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF REAMS ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 85 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 204.08 FEET, A CHORD DISTANCE OF 199.54 FEET AND A CHORD BEARING OF SOUTH 29°23'47" EAST; THENCE DEPARTING THE SOUTH LINE OF SAID SOUTHEAST QUARTER, RUN ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE FROM A TANGENT BEARING OF SOUTH 58°39'46" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°31'57", A DISTANCE OF 208.48 FEET; THENCE DEPARTING SAID CURVE ON A NON-TANGENT LINE, RUN SOUTH 00°08'35" EAST, A DISTANCE OF 439.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF REAMS ROAD AS DESCRIBED IN INSTRUMENT NUMBER 20190202884 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85, RUN ALONG SAID EXISTING EAST RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 20190202884 THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE NORTH 89°51'25" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 219.69 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF REAMS ROAD AS SHOWN ON PLAT BOOK 3, PAGE 85; THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 20190202884, RUN SOUTH 00°08'35" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85, A DISTANCE OF 439.94 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 8979, PAGE 4614 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE, RUN NORTH 89°51'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°08'35" EAST, A DISTANCE OF 220.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 8979, PAGE 4614; THENCE RUN SOUTH 89°51'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°08'35" WEST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6600 SQUARE FEET, MORE OR LESS

NOTES:


- THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-4223851/18.00161, EFFECTIVE DATE OF JANUARY 30, 2019.
- BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING SOUTH 89°55'38" WEST.

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Sheila Ann Ware 01/11/2022
 SHEILA ANN WARE, P.S.M. DATE
 LICENSE NUMBER 5529

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

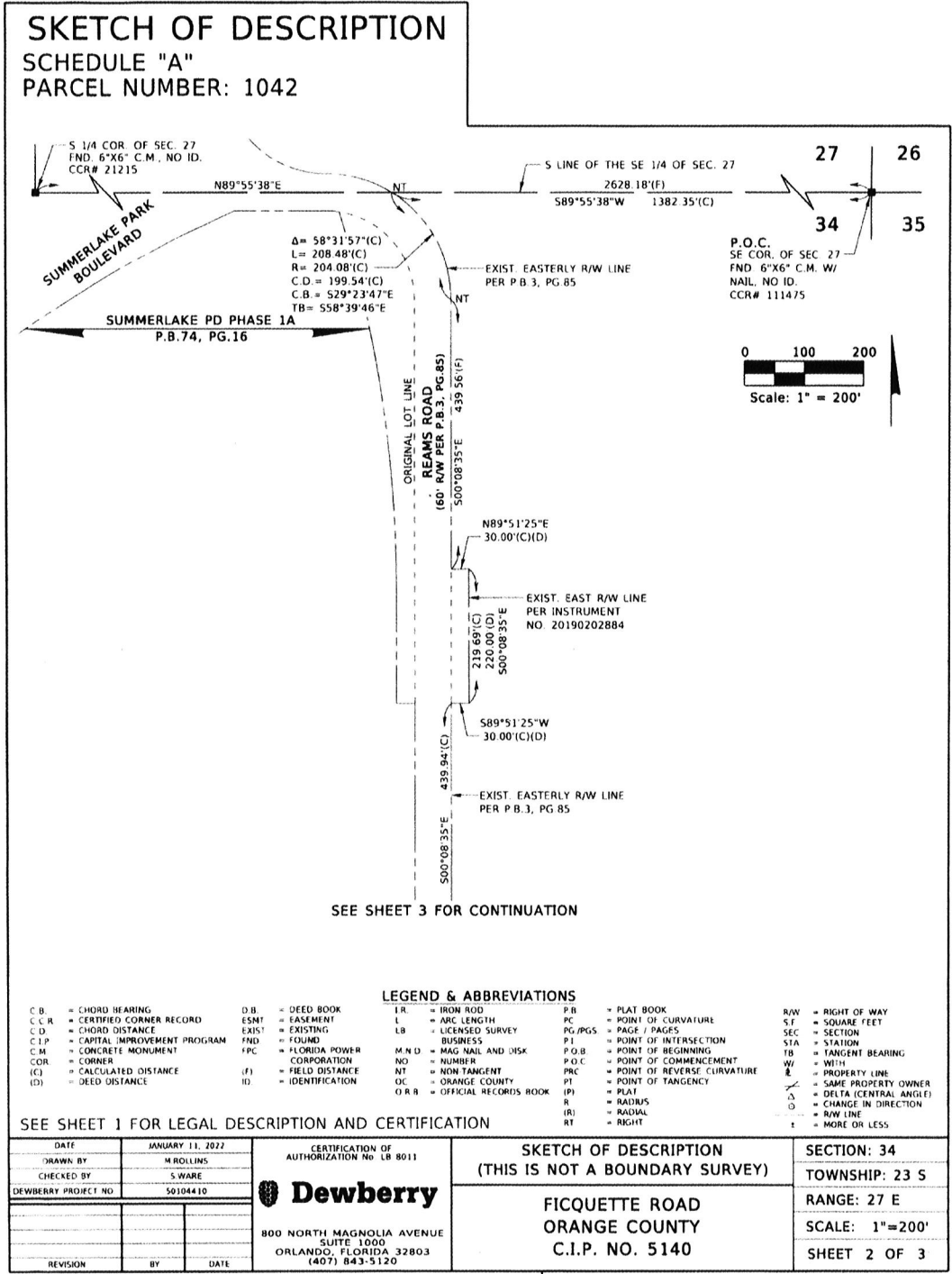
SEE SHEET 2 FOR LEGEND
 SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 11, 2022	CERTIFICATION OF AUTHORIZATION No. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	SECTION: 34
DRAWN BY	M.ROLLINS			TOWNSHIP: 23 S
CHECKED BY	S.WARE		FICQUETTE ROAD ORANGE COUNTY C.I.P. NO. 5140	RANGE: 27 E
DEWBERRY PROJECT NO.	50104410			SCALE: N/A
REVISION	BY DATE	800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120		SHEET 1 OF 3

TP 4/5/2023

PURCHASE AGREEMENT

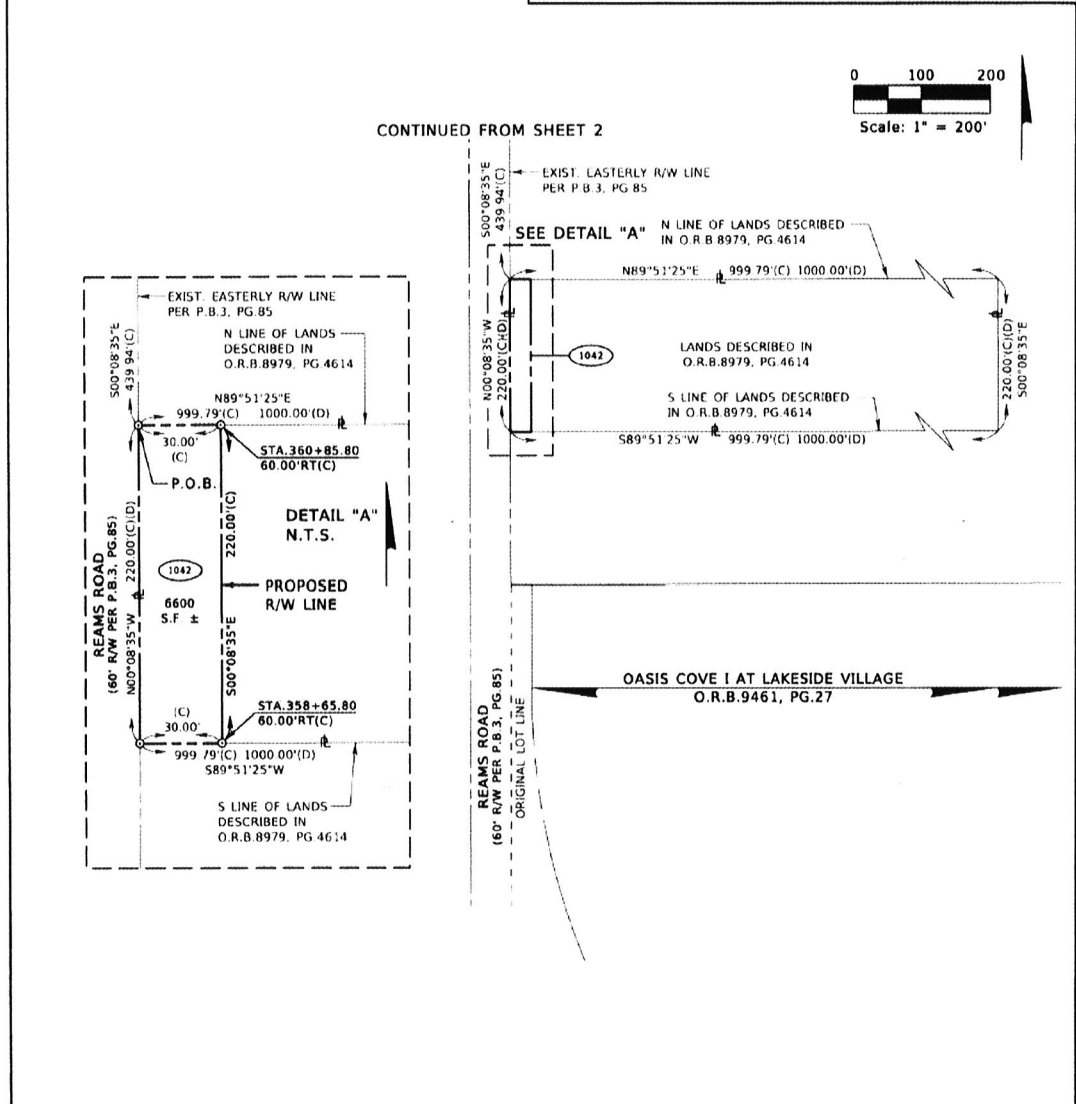
DISTRICT NUMBER: 1
 PROJECT NAME: Ficquette Road
 PROJECT LIMITS: South of Reams Road to North of Ingelnook Dr
 COUNTY: Orange
 PARCEL NO.: 1042 and 9042
 PAGE: Page 19 of 27



PURCHASE AGREEMENT

DISTRICT NUMBER: 1
 PROJECT NAME: Ficquette Road
 PROJECT LIMITS: South of Reams Road to North of Ingelnook Dr
 COUNTY: Orange
 PARCEL NO.: 1042 and 9042
 PAGE: Page 20 of 27

**SKETCH OF DESCRIPTION
 SCHEDULE "A"
 PARCEL NUMBER: 1042**



SEE SHEET 2 FOR LEGEND
 SEE SHEET 1 FOR LEGAL DESCRIPTION AND CERTIFICATION

DATE JANUARY 11, 2022	CERTIFICATION OF AUTHORIZATION No. LB 8011	<p>Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</p>	SECTION: 34
DRAWN BY M. ROLLINS	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		TOWNSHIP: 23 S
CHECKED BY S. WARE	FICQUETTE ROAD	RANGE: 27 E	
DEWBERRY PROJECT NO. 50104110	ORANGE COUNTY	SCALE: 1"=200'	
REVISION	BY	DATE	SHEET 3 OF 3

TP 4/5/2023

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
PROJECT NAME: Ficquette Road
PROJECT LIMITS: South of Reams Road to North of
Ingelnook Dr
COUNTY: Orange
PARCEL NO.: 1042 and 9042
PAGE Page 21 of 27

SCHEDULE "B"

5140 FICQUETTE ROAD PARCEL 1042

FEE SIMPLE

Parcel 1042: the interest being acquired is fee simple.

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
 PROJECT NAME: Ficquette Road
 PROJECT LIMITS: South of Reams Road to North of
 Ingelnook Dr
 COUNTY: Orange
 PARCEL NO.: 1042 and 9042
 PAGE: Page 22 of 27

LEGAL DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER: 9042

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8979, PAGE 4614 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6 INCH BY 6 INCH CONCRETE MONUMENT WITH NAIL AND NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA; THENCE RUN SOUTH 89°55'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1382.35 FEET TO ITS INTERSECTION WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF REAMS ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 85 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 204.08 FEET, A CHORD DISTANCE OF 199.54 FEET AND A CHORD BEARING OF SOUTH 29°23'47" EAST; THENCE DEPARTING THE SOUTH LINE OF SAID SOUTHEAST QUARTER, RUN ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE FROM A TANGENT BEARING OF SOUTH 58°39'46" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°31'57", A DISTANCE OF 208.48 FEET; THENCE DEPARTING SAID CURVE ON A NON-TANGENT LINE, RUN SOUTH 00°08'35" EAST, A DISTANCE OF 439.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF REAMS ROAD AS DESCRIBED IN INSTRUMENT NUMBER 20190202884 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85, RUN ALONG SAID EXISTING EAST RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 20190202884 THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE NORTH 89°51'25" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°08'35" EAST, A DISTANCE OF 219.69 FEET; THENCE SOUTH 89°51'25" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF REAMS ROAD AS SHOWN IN PLAT BOOK 3, PAGE 85; THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 20190202884, RUN SOUTH 00°08'35" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE AS SHOWN ON PLAT BOOK 3, PAGE 85, A DISTANCE OF 439.94 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 8979, PAGE 4614; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE, RUN NORTH 89°51'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°51'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 969.79 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°08'35" EAST, A DISTANCE OF 220.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 8979, PAGE 4614; THENCE RUN SOUTH 89°51'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 969.79 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°08'35" WEST, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.898 ACRES, MORE OR LESS

NOTES:


- THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-4223851/18.00161, EFFECTIVE DATE OF JANUARY 30, 2019.
- BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING SOUTH 89°55'38" WEST.

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Sheila Ann Ware 01/11/2022
 SHEILA ANN WARE, P.S.M. DATE
 LICENSE NUMBER 5529

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

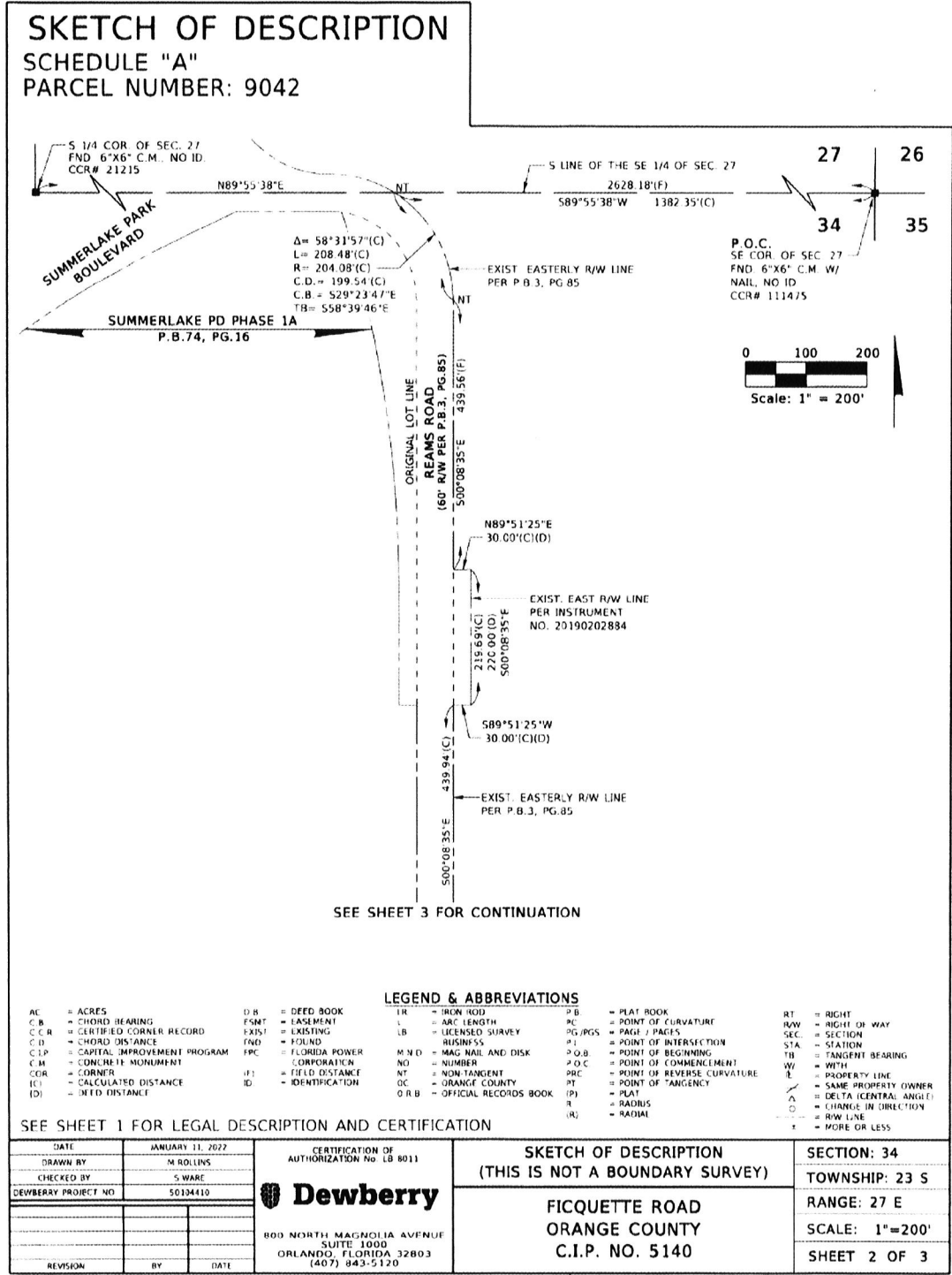
SEE SHEET 2 FOR LEGEND
 SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE JANUARY 11, 2022	CERTIFICATION OF AUTHORIZATION No. LB 8011	 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) FICQUETTE ROAD ORANGE COUNTY C.I.P. NO. 5140	SECTION: 34
DRAWN BY M.ROLLINS	CHECKED BY S.WARE			TOWNSHIP: 23 S
DEWBERRY PROJECT NO. 50104410	REVISION	BY	DATE	RANGE: 27 E
				SCALE: N/A
				SHEET 1 OF 3

TP 4/5/2023

PURCHASE AGREEMENT

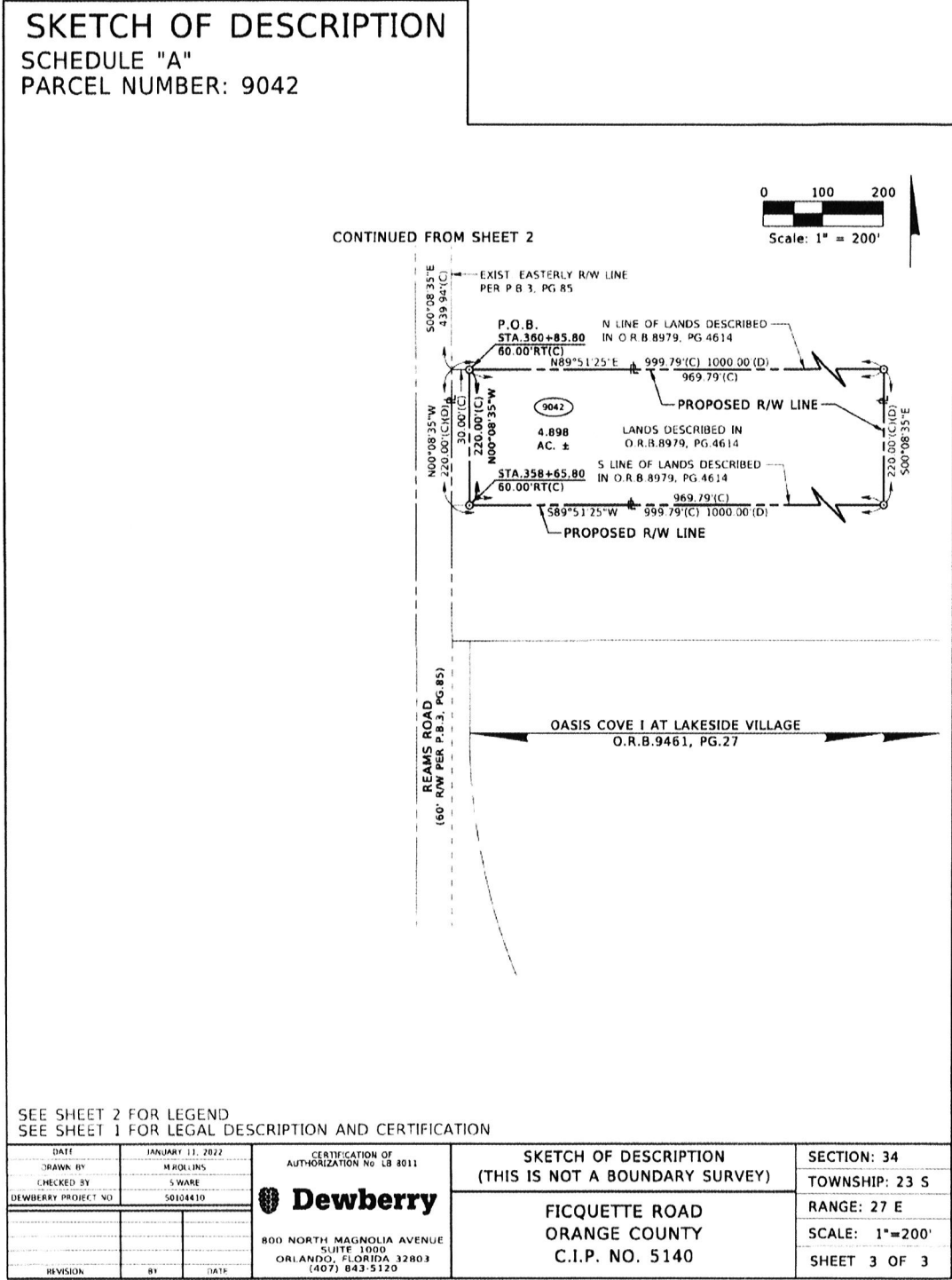
DISTRICT NUMBER: 1
 PROJECT NAME: Ficquette Road
 PROJECT LIMITS: South of Reams Road to North of Ingelnook Dr
 COUNTY: Orange
 PARCEL NO.: 1042 and 9042
 PAGE: Page 23 of 27



TP 4/5/2023

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
 PROJECT NAME: Ficquette Road
 PROJECT LIMITS: South of Reams Road to North of Ingelnook Dr
 COUNTY: Orange
 PARCEL NO.: 1042 and 9042
 PAGE: Page 24 of 27



TP 4/5/2023

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
PROJECT NAME: Ficquette Road
PROJECT LIMITS: South of Reams Road to North of
Ingelnook Dr
COUNTY: Orange
PARCEL NO.: 1042 and 9042
PAGE Page 25 of 27

SCHEDULE "B"

5140 FICQUETTE ROAD PARCEL 9042

FEE SIMPLE

Parcel 9042: the interest being acquired is fee simple.

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
PROJECT NAME: Ficquette Road
PROJECT LIMITS: South of Reams Road to North of
Ingelnook Dr
COUNTY: Orange
PARCEL NO.: 1042 and 9042
PAGE Page 26 of 27

EXHIBIT C
Environmental Survey

I. Orange County may obtain a report ("**Environmental Survey**") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "**Consultants**"). Such Environmental Survey may include, but not be limited to, the following:

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

(all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**")

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

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

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

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

III. If requested by the Consultants, Seller will advise the Consultants with a written statement explaining the historical operation of the Property during Seller's ownership, and will advise as to

PURCHASE AGREEMENT

DISTRICT NUMBER: 1
PROJECT NAME: Ficquette Road
PROJECT LIMITS: South of Reams Road to North of
Ingelnook Dr
COUNTY: Orange
PARCEL NO.: 1042 and 9042
PAGE Page 27 of 27

whether it is aware of any environmental contamination on the Property, or any underground storage tanks.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, and Orange County elects to conduct further testing on the Property then, Orange County, may extend the Inspection Period as set forth in the Agreement for such further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this Agreement shall be terminated upon notice to Seller of such unacceptability with no party to this Agreement having any further liability to any other.