



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: December 2, 2021

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

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

FROM: Anmber Ayub, Senior Title Examiner
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of Purchase Agreement and Memorandum of Purchase Agreement between Yagen Rental Properties, LLC and Orange County, approval of Special Warranty Deed, Temporary Demolition Easement, and Drainage Easement between Yagen Rental Properties, LLC and Orange County and authorization to disburse funds to pay purchase price and, recording fees, and perform all actions necessary and incidental to closing

PROJECT: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

District 2

PURPOSE: To provide for access, construction, operation, and maintenance of road-widening improvements.

ITEMS: Purchase Agreement (Parcels 1017/1017A/7017/8017)

Memorandum of Purchase Agreement (1017, 1017A, 7017, 8017)

Special Warranty Deed (Instrument 1017.1/1017A.1)

Parcel 1017
Cost: \$373,500
Size: 16,202 square feet

Parcel 1017A
Cost: \$16,800
Size: 715 square feet

Temporary Demolition Easement (Instrument 7017.1)

Parcel 7017
Cost: \$109,700
Size: 4,024 square feet

Drainage Easement (Instrument 8017.1)

Parcel 8017
Cost: \$56,182.16
Size: 6,378 square feet

BUDGET: Account No.: 1031-072-3097-6110

FUNDS: \$683,120.90 Payable to American Government Services
(purchase price, attorney fees, expert fees, and closing fees)

\$166.00 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS: The property and easements to be acquired is for the widening of all American Boulevard between Forest City Road and Clarcona-Ocoee Road. Orange County approved the project at its March 21, 2000 board meeting. This project is under the threat of condemnation.

Seller to record Memorandum of Purchase Agreement.

DEC 14 2021

Project: All American Boulevard (Forest City Rd to Clarcona-Ocoee Rd)
Parcels: 1017/1017A/7017/8017

PURCHASE AGREEMENT

COUNTY OF ORANGE STATE OF FLORIDA

THIS AGREEMENT made between **YAGEN RENTAL PROPERTIES, LLC**, a Virginia limited liability company, hereinafter referred to as SELLER, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as BUYER or COUNTY. BUYER and SELLER are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, BUYER requires the land described on **Schedules "A-1 through A-3, B, and C"** attached hereto for the above referenced roadway improvement project (the "Project") and under threat of condemnation, the SELLER agrees to furnish said land for such purpose upon the terms as provided in this Purchase Agreement.

Property Appraiser's Parcel Identification Number

a portion of

33-21-29-0000-00-123

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

1. SELLER agrees to sell and convey said land, known as **Parcel 1017** of the Project as described in **Schedules A-1.1, A-1.2, and A-1.3**, attached hereto and made a part hereof, unto BUYER by Special Warranty Deed, free of all liens and encumbrances, but subject to the terms of said Deed, for the total sum of **\$373,500.00**.
2. SELLER agrees to sell and convey said land, known as **Parcel 1017A** of the Project as described in **Schedules A-2.1, A-2.2 and A-2.3**, attached hereto and made a part hereof, unto BUYER by Special Warranty Deed, free of all liens and encumbrances, but subject to the terms of said Deed, for the total sum of **\$16,800.00**.
3. SELLER agrees to execute a Temporary Demolition Easement, known as **Parcel 7017** of the Project and described in **Schedules A-3.1, A-3.2 and A-3.3**, and as further described on the attached **Schedule "B"**, all attached hereto and made a part hereof, for the sum of **\$109,700.00**. It is expressly understood this Temporary Demolition Easement shall commence upon the start of construction for the COUNTY's All American Boulevard roadway ("AAB Roadway") improvement project and shall expire upon the completion of construction for the Project or after seven (7) years from the Project's date of commencement, whichever occurs first.
4. SELLER agrees to execute a Permanent Drainage Easement, known as **Parcel 8017** of the Project and described in **Schedule "C"** attached hereto and made a part hereof, for the sum of **\$56,182.16**.

5. BUYER agrees to pay SELLER's statutory attorney's fees in the total amount of **\$61,779.24**.
6. BUYER agrees to pay SELLER's expert fees and costs in the total amount of **\$60,944.50** and BUYER acknowledges receipt of acceptable invoices for such fees and costs.
7. Total Amount To Be Paid To SELLER under Paragraphs 1 through 6 above: **\$678,905.90**.
8. The above-described parcels set forth in Paragraphs 1 through 4 are being purchased in lieu of eminent domain or condemnation proceedings by the County.
9. This transaction shall be closed (the "Closing") and the deed and easement and other closing papers delivered on or before 90 days from the Effective Date of this Purchase Agreement as defined in Paragraph 17 below. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or by way of overnight/courier delivery for the closing documents. Funds payable for SELLER's statutory attorney's fees and SELLER's expert fees and costs shall be disbursed to Maguire Eminent Domain, P.A., Trust Account for payment of such attorney's fees, expert fees, and costs by Maguire Eminent Domain, P.A., and all funds payable as compensation for the subject Parcels shall be paid to SELLER and shall be disbursed to Yagen Rental Properties, LLC by wire transfer (if possible), pursuant to wire instructions provided by SELLER to BUYER.
10. Ad valorem property taxes, for the Parcels, for the year of closing shall be prorated as of the Closing date and said prorated amount applicable to said Parcels 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. In the event the Closing 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 Closing, 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 an interest hereunder, and the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.
11. (a) Effective upon Closing, except as otherwise expressly provided by this Purchase Agreement (and contingent upon the compensation being paid by BUYER to SELLER as described in Paragraphs 1 through 7 of this Purchase 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 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 on 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 Parcels

1017, 1017A, 7017, and 8017 (as described in Paragraphs 1, 2, 3, and 4 of this Purchase Agreement, collectively the "Parcels").

(b) Notwithstanding the provisions of Paragraph 11(a) above, the BUYER shall not be released from (i) any material physical damage to SELLER's remainder property proximately caused by BUYER and/or BUYER's contractors or agents in connection with the construction of the AAB Roadway hereunder; (ii) from any damages caused by BUYER's failure to construct the Project substantially in accordance with the Construction Plans, as hereinafter defined, in accordance with the *Wye River* case as referred to in Paragraph 14 below; and/or (iii) representations, covenants, confirmations, obligations, commitments, undertakings, or other obligations of any kind under this Agreement required to be performed by BUYER before, at or after Closing (collectively, "Buyer Obligations"), including, without limitation, pursuant to Paragraphs 1 through 6 above with respect to the payments to be made at Closing, as set forth in this Agreement; and such Buyer Obligations shall not be deemed to merge into the Deed to be executed and delivered by SELLER at Closing and shall survive Closing

12. SELLER agrees that during the period of construction of the Project, BUYER is permitted to enter upon SELLER's remainder property a distance of 15 feet beyond the new right-of-way line established by Parcels 1017 and 1017A for the purpose of grading this area in order to harmonize SELLER's remainder property with the new construction. Grading is to be done on a best efforts basis as the equipment will allow, avoiding all improvements except grass turf. BUYER shall replace disturbed grass turf with equal or better sod. General note #36 of the CONSTRUCTION PLANS FOR ALL AMERICAN BOULEVARD, CONSTRUCTION OF 4-LANE URBAN SECTION, ORANGE COUNTY CIP NO. 3097, DISTRICT NO. 2, ORANGE COUNTY, FLORIDA, FINAL PLANS, September, 2018, prepared by HDR Engineering, Inc. for the County ("Construction Plans") provides as follows: "ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING. COST TO BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED."

13. (a) SELLER agrees to remove, at SELLER's expense, all of SELLER's trade equipment, materials, and personalty (collectively the "Personal Property") from the Parcels within 15 days of the Effective Date as defined below. SELLER and BUYER further agree that within 5 days, excluding holidays and weekends, prior to the Closing BUYER or its agent may perform a walk-through inspection of the Parcels to confirm that all items of Personal Property have been removed. It is mutually agreed by SELLER and BUYER that if said removal has not been completed by the Closing date, then the Closing date shall be extended to automatically grant SELLER additional time to remove the Personal Property, but in no event more than 14 days after the prior Closing date. SELLER shall notify BUYER after removal of the Personal Property.

(b) For clarification, the SELLER's obligation under Paragraph 13(a) shall not include removal of the aluminum building, the adjacent concrete steps and concrete platform, the underlying foundation and any electrical, water and sewer connections and/or associated fixtures and/or any other appurtenances thereto (collectively the "Aluminum Building") located wholly or partially within the above described Parcel 1017 and partially within the above described Temporary Demolition Easement, known as Parcel 7017.

(c) The BUYER shall have sole responsibility at BUYER's sole cost to remove and properly dispose of the Aluminum Building, including any costs for any asbestos inspection, removal and remediation that may be associated with such removal and disposal of the Aluminum Building.

14. The County intends to construct the Project as shown in the Construction Plans, which have been previously provided to SELLER, and the Construction Plans, as defined in Paragraph 12 above, are incorporated into and made a part of this Purchase Agreement. If BUYER fails to construct the Project in substantial conformance with the Construction Plans, SELLER retains all rights and remedies pursuant to *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974) cert. denied 310 So. 2d 745 (Fla. 1975).
15. The County represents to SELLER that as shown in the Construction Plans it has accounted for stormwater drainage over and across the SELLER's remainder property as currently developed. More specifically, the Construction Plans show inlets to be placed near the northerly property/ROW lines, which inlets are designed to collect the stormwater drainage on the SELLER's remainder property as currently developed, and then direct the stormwater to the County's retention ponds located on the north side of All American Boulevard. The County confirms that it previously received a permit from the St John's River Water Management District (the "District") based upon its Construction Plans. The SELLER's engineer hereby confirms its review of the Construction Plans and acknowledges the foregoing provisions of this Paragraph 14. The County acknowledges and agrees that the *Wye River* case shall specifically apply to the County's obligations in the Paragraph 14.

In addition, as shown on Construction Plan Sheet No. 26, the County confirms that it will construct a median opening between stations 18+52.10 and 19+32.51, and a driveway apron centered at station 18+80.00. However, separate and apart from this Purchase Agreement, the SELLER and Smyth Lumber Trust #1 pursuant to that certain Stipulated Final Judgment in Case No. CIO-99-10271 (recorded in the Public Records of Orange County in OR Book 6128, page 19) agreed to design, permit and construct a joint driveway on All American Boulevard ("Joint Driveway"). SELLER agrees that the County is not responsible for designing, permitting or constructing the Joint Driveway, and also not responsible to apply for a modification of the County's existing stormwater permit with the District.

16. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
17. This Purchase Agreement shall become effective on the date ("Effective Date") upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as necessary.
18. This Purchase 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 shall constitute the Purchase Agreement between SELLER and BUYER. No additions, alterations, or variations to the terms of this Purchase Agreement shall be valid, nor can provisions of this Purchase Agreement be waived by either party unless expressly set forth in writing and duly signed by both Parties.
19. Concurrently with the execution of this Agreement, the Parties shall execute a memorandum of agreement to be recorded promptly by SELLER at its sole cost and expense in the Official

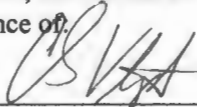
Records of the Orange County Comptroller's office ("Memorandum of Agreement"). The Memorandum of Agreement is to be prepared by SELLER and shall be substantially in the form attached as **Exhibit "A"** and made a part hereof and shall include the names and addresses of Parties, the legal description of the Parcels, and a brief summary of the respective rights and obligations of the Parties under this Agreement.

20. The parties to this Agreement hereby acknowledge and agree that the rights conferred and obligations provided under the terms and provisions of this Agreement are intended to inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns.
21. The County agrees to maintain copies of this Agreement and all schedules and exhibits hereto, including, but not limited to, the Construction Plans (as that term is defined herein) in accordance with applicable Florida public records laws.
22. The Parties hereto have executed this Purchase Agreement on the date(s) written below.

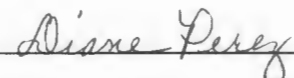
[SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Purchase Agreement to be duly executed as of the Effective Date.

Signed, sealed, and delivered
in the presence of



Print Name: Chris Vitpil

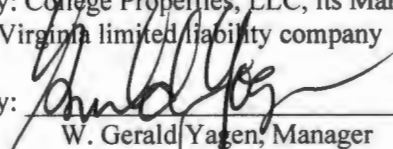


Print Name: Diane Perez



SELLER:

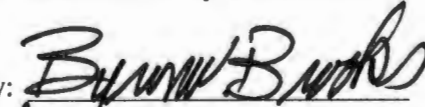
YAGEN RENTAL PROPERTIES, LLC,
a Virginia limited liability company
By: College Properties, LLC, its Manager,
a Virginia limited liability company

By: 
W. Gerald Yagen, Manager
4455 South Boulevard, Suite 500
Virginia Beach, Virginia 23452

Date: 11/9/2021

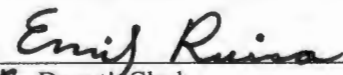
BUYER:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
for Jerry L. Demings
Orange County Mayor

Date: 14 December 2021

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

By: 
for Deputy Clerk

SCHEDULE "A"

Schedule A-1.1

Parcel Number: 1017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the East line of said Lot 3 a distance of 20.50 feet; thence leaving said East line run North 89 degrees 31' 22" West a distance of 34.08 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Southwesterly 148.36 feet along the arc of said curve through a central angle of 01 degrees 52' 15", the chord of said curve bears South 57 degrees 28' 22" West to the end of said curve; thence run South 56 degrees 13' 20" West a distance of 78.93 feet to the West line of aforesaid Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 72.13 feet to the intersection with the centerline of construction of All American Boulevard; thence continue North 00 degrees 06' 32" West along said West line of Lot 3 a distance of 72.03 feet to the Northwest corner of said Lot 3, Middleton Park; thence run South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 110.24 feet to the intersection with the centerline of construction of All American Boulevard; thence continue South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 114.76 feet to the POINT OF BEGINNING.

Containing 16,202 square feet, (0.3720 acres) more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
2269 LEE ROAD SUITE 200,
WINTER PARK, FLORIDA 32789
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 29, 2009

PARCEL NO.
1017

DATE REVISIONS BY

SCALE none

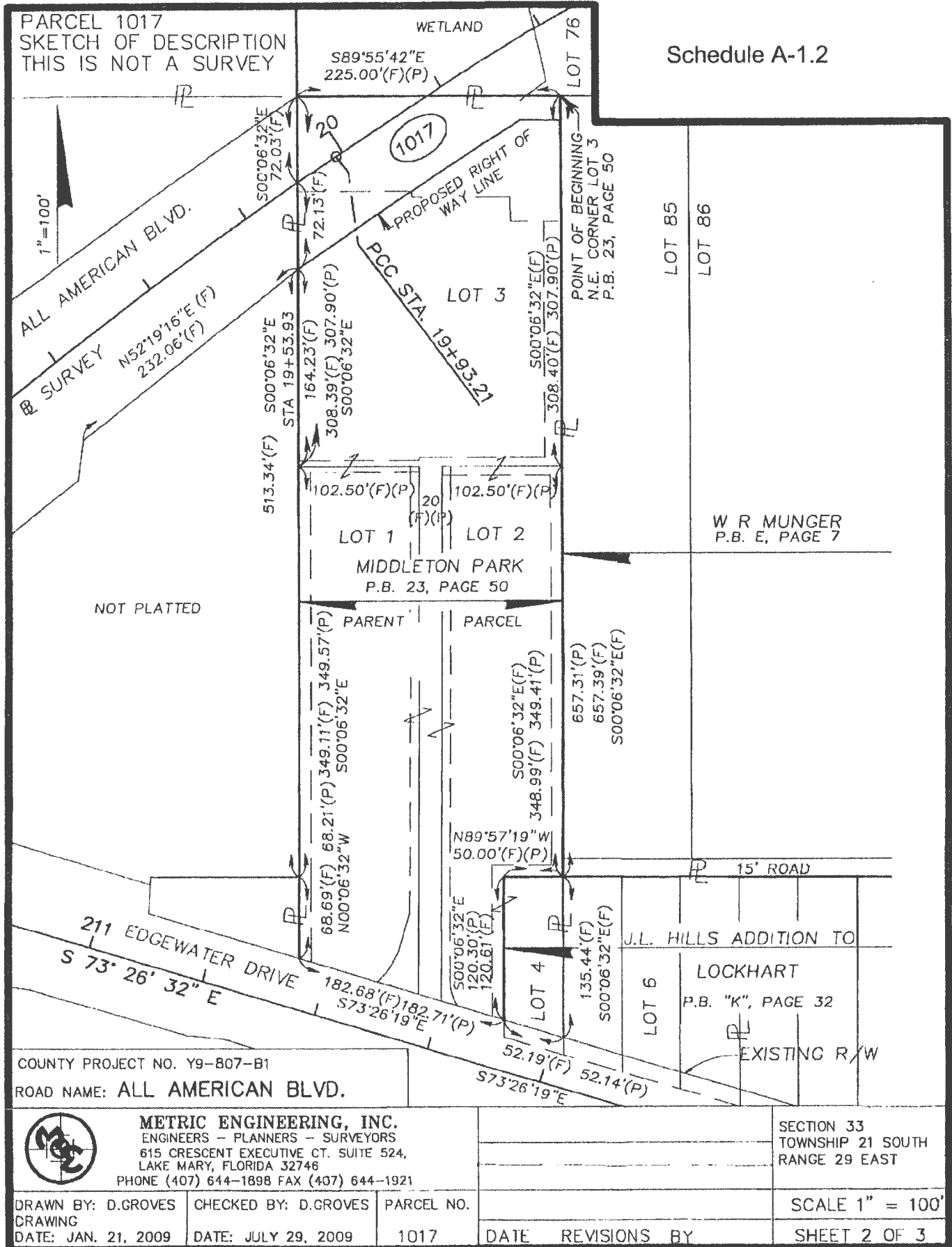
SHEET 1 OF 3

JUL 03 2012

K.H. 9/13/2001

PROJECT NO. 41689 DRAWING: 1017 SHT1.DWG

Schedule A-1.2



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-192

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 29, 2009

PARCEL NO.
1017

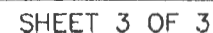
[illegible]

SCALE 1" = 100'

SHEET 2 OF 3

PROJECT NO 4 1689 DRAWING: ECAI 1017 SHT2 DWG

Schedule A-1.3



SCHEDULE "A"

Schedule A -2.1

Parcel Number: 1017A

Description:

A part of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run North 00 degrees 06' 32" West along the West line of said Lot 1 a distance of 16.18 feet; thence leaving said West line run South 73 degrees 26' 32" East a distance of 21.54 feet; thence run South 57 degrees 22' 19" East a distance of 55.96 feet to the Northerly right of way line of Edgewater Drive; thence run North 73 degrees 26' 56" West along said Northerly right of way line a distance of 70.68 feet to the POINT OF BEGINNING.

Containing 715 square feet, more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY



DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING

CHECKED BY: D.GROVES

PARCEL NO.

SCALE none

DATE: JAN. 21, 2009

DATE: JULY 28, 2009

1017A

DATE REVISIONS BY

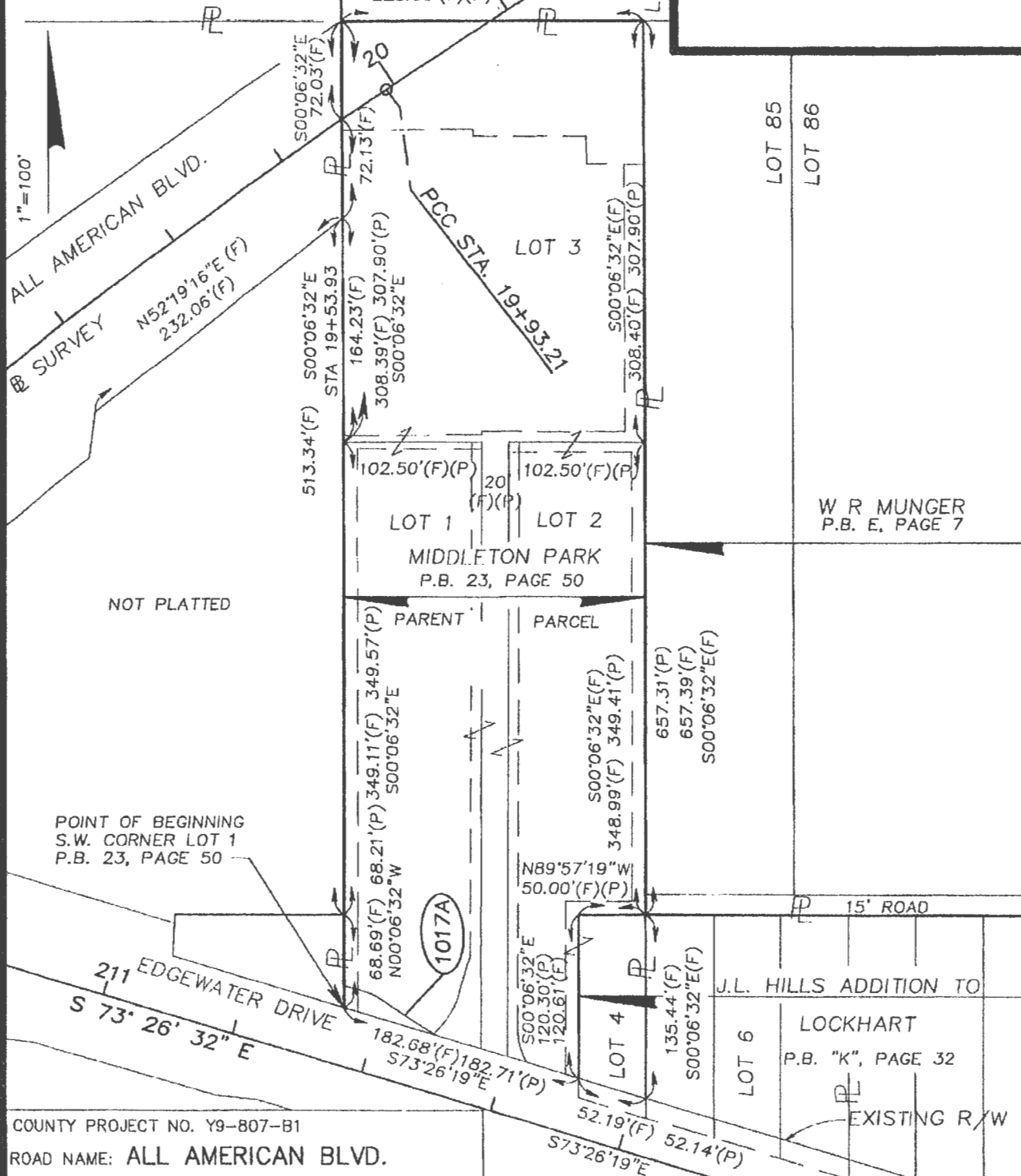
SHEET 1 OF 3

P 11 9/13/2009

PROJECT NO. 41689 DRAWING: Local 1017A SHEET 1 OF 3

PARCEL 1017A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

Schedule A-2.2



COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
1017A

DATE REVISIONS BY

SCALE 1" = 100'

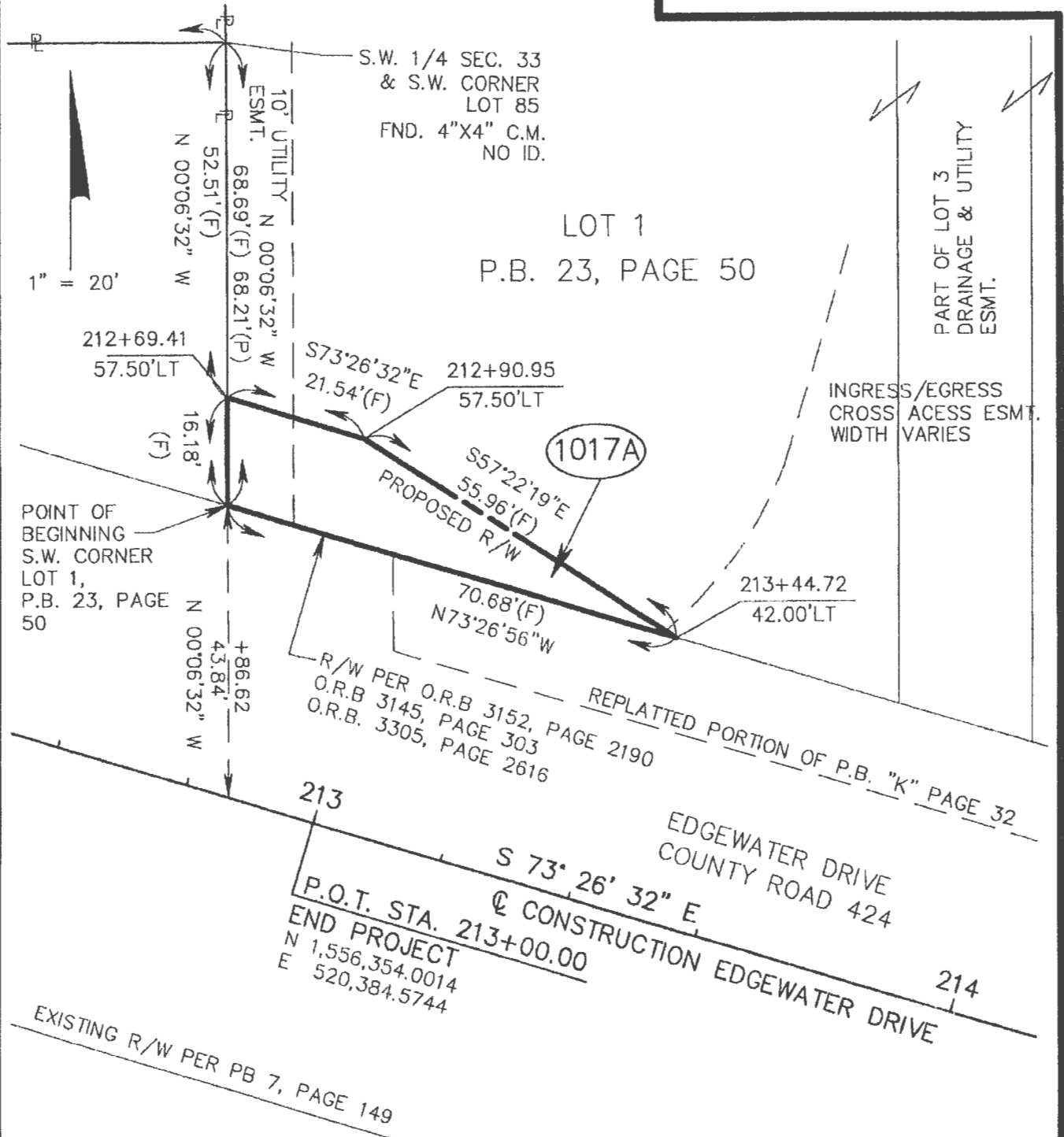
SHEET 2 OF 3

R 11 1/2 1/2 1/2

PROJECT NO. 41589 DRAWING-LEGAL 1017A SHT2.DWG

PARCEL 1017A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

Schedule A-2.3



LEGEND

AC. ACRE
BL. BASELINE
CH. CHORD DISTANCE
C.M. CONCRETE MONUMENT
(D) DEED
END. FOUND

(F) FIELD MEASURE
ID. IDENTIFICATION
L. ARC LENGTH
LT. LEFT
N&D NAIL AND DISK
O.R.B. OFFICIAL RECORDS BOOK
(P) PLAT
P.B. PLAT BOOK

FIELD MEASURE
IDENTIFICATION
ARC LENGTH
LEFT
NAIL AND DISK
OFFICIAL RECORDS BOOK
PLAT
PLAT BOOK

P.C.C. POINT OF COMPOUND CURVATURE
P.I. POINT OF INTERSECTION
R. RADIUS
RGE. RANGE
RT. RIGHT
R/W. RIGHT OF WAY

T. TANGENT LENGTH
TWP. TOWNSHIP
S.F. SQUARE FEET
STA. STATION

SHEET 3 OF 3

SCHEDULE "A"

Schedule A-3.1

Parcel Number: 7017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the West line of said Lot 3 a distance of 72.03 feet; thence continue South 00 degrees 06' 32" East along said West line a distance of 72.13 feet to the POINT OF BEGINNING; thence run North 56 degrees 13' 20" East a distance of 78.93 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Northeasterly 47.61 feet along the arc of said curve through a central angle of 00 degrees 36' 01", the chord of said curve bears North 56 degrees 50' 15" East to the end of said curve; thence run South 00 degrees 02' 50" West a distance of 72.93 feet; thence run North 90 degrees 00' 00" West a distance of 105.40 feet to the intersection with the West line of said Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 4024 square feet, more or less.

REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

COUNTY PROJECT NO. Y4-B10-DB

ROAD NAME: ALL AMERICAN BLVD.

Daniel A. Groves

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
815 CRESCENT EXECUTIVE CT., SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DATE: MAY 7, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
7017

DATE REVISIONS BY

SCALE NONE

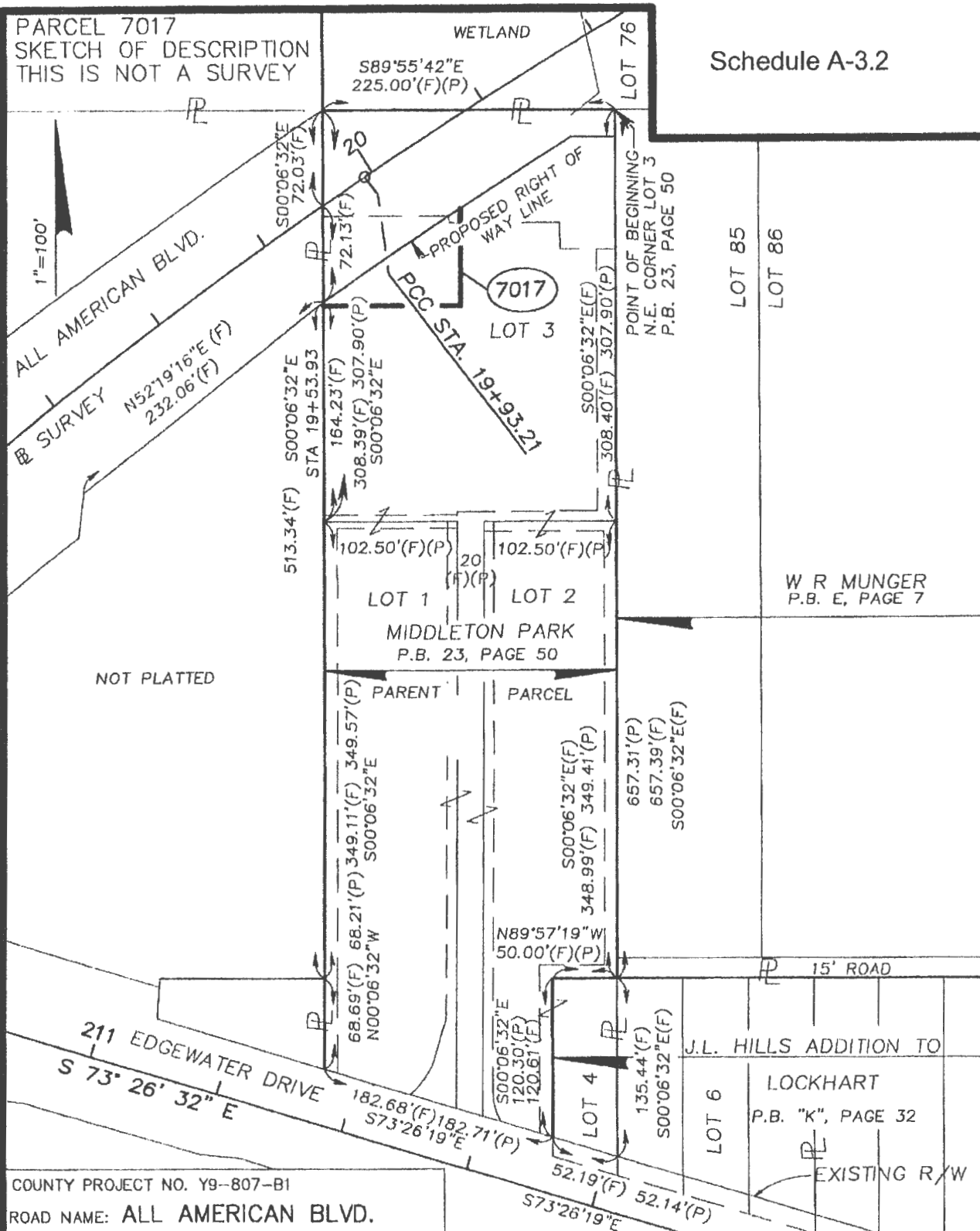
SHEET 1 OF 3

PLAT 21/22/23

PROJECT NO. 41689 DRAWING: 7017 SH1 DMC

PARCEL 7017
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

Schedule A-3.2



COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: MAY 7, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
7017

DATE REVISIONS BY

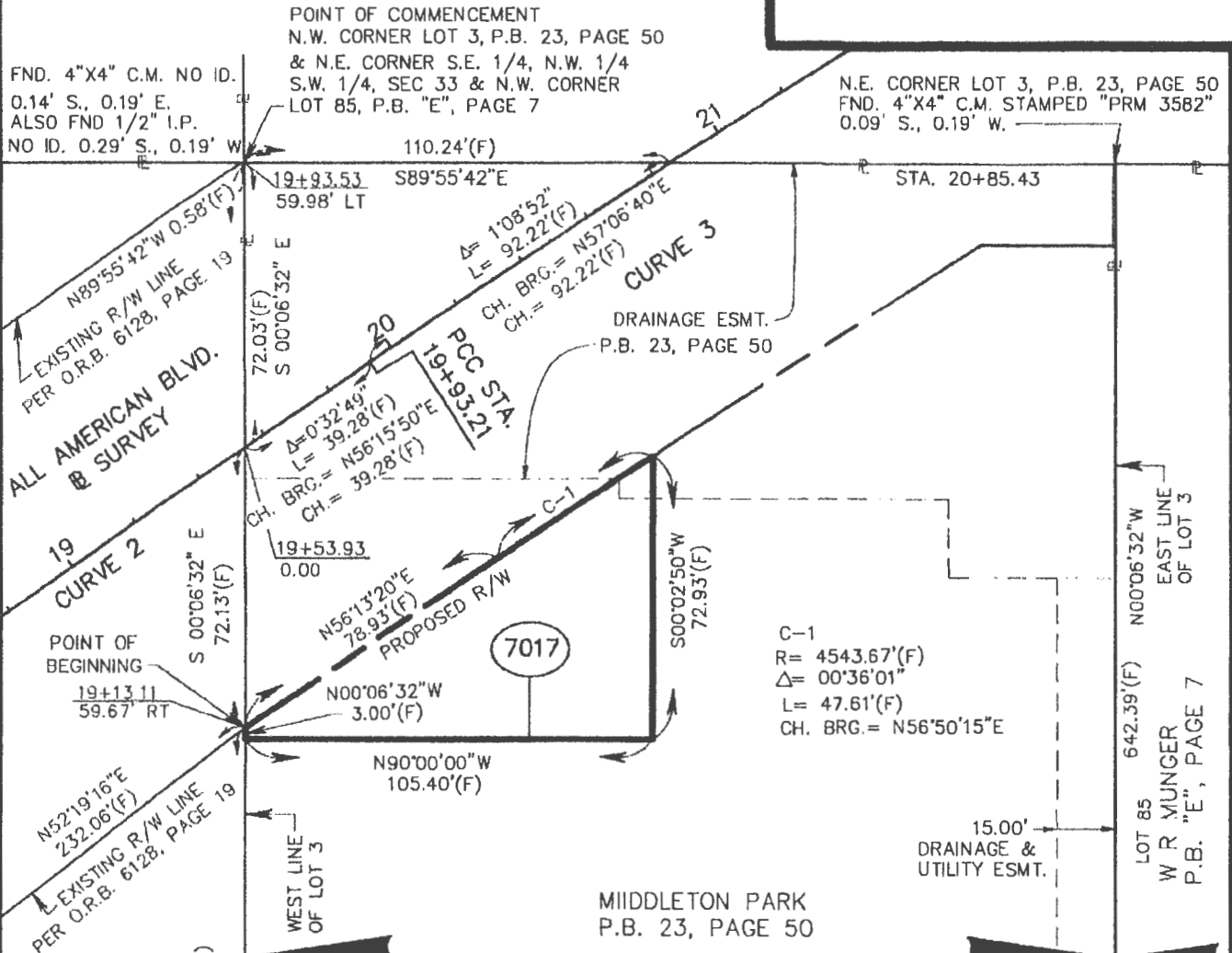
SCALE 1" = 100'

SHEET 2 OF 3

PROJ. NO. 41689 DRAWING: LEGAL 7017 SHT 2 DWG

PARCEL 7017

Schedule A-3.3



PRIVATE ROAD
LOCATION APPROXIMATE
ORB 6128, PAGE 19
ORB 6033, PAGE 4597

N 00°06'32" W
308.39'(F) 307.90'(P)
164.23'(F)

B SURVEY
CURVE 2
PI STA. = 16+14.46
D = 1' 23' 33"
T = 380.92
L = 759.68
R = 4,114.49
PC STA. = 12+33.53
PCC STA. = 19+93.21

B SURVEY
CURVE 3
PI STA. = 26+87.27
Delta = 17° 08' 49" (RT)
D = 1' 14' 40"
T = 694.06
L = 1,377.75
R = 4,603.67
PCC STA. = 19+93.21
PCC STA. = 33+70.96

LEGEND

AC.	ACRE	P.I.	POINT OF INTERSECTION
CH.	CHORD DISTANCE	P.T.	POINT OF TANGENCY
(D)	DEED	R	RADIUS
FD.	FOUND	RGE.	RANGE
(F)	FIELD MEASURE	RT	RIGHT
L	ARC LENGTH	R/W	RIGHT OF WAY
LT	LEFT	S.F.	SQUARE FEET
O.R.B.	OFFICIAL RECORDS BOOK	T	TANGENT LENGTH
P.B.	PLAT BOOK	TWP.	TOWNSHIP
P.C.	POINT OF CURVATURE		

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

SCALE 1" = 40'

DATE REVISIONS BY

SHEET 3 OF 3

SCHEDULE "B"
3097 ALL AMERICAN BLVD PARCEL 7017

TEMPORARY DEMOLITION EASEMENT

Parcel 7017 is being acquired as a temporary non-exclusive demolition easement with full authority for GRANTEE to enter upon the lands described in Schedule "A" for the purpose of demolishing or modifying any part of any existing structure and improvements on this Parcel. The demolition or modification will be limited to that necessary to facilitate construction of the project adjacent to the lands described in the attached Schedule "A" in a safe manner. At all times during construction, the GRANTEE will maintain access to the GRANTOR'S remaining lands to the extent practicable to ensure safety during demolition and modification.

Parcel 7017 is also being acquired as a temporary non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE's specifications, with full authority to enter upon, clear, grade, surcharge, excavate and add or remove fill material to the following lands as described in Schedule "A".

After the demolition or modification of the structure(s) and/or improvement(s) on the Parcel is completed, the GRANTEE shall restore any affected lands within the Parcel to a safe and sanitary condition as good as the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction of the project adjacent to the lands described in the attached Schedule "A" or after seven (7) years, whichever occurs first.

SCHEDULE "A"
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 1 OF 2

Schedule C.1

SCHEDULE "A"

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY , FLORIDA, ALSO BEING A PART OF LOT 85, WILLIS R. MUNGER LAND AS RECORDED IN PLAT BOOK E, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AND THE NORTHWEST CORNER OF SAID LOT 85, WILLIS R. MUNGER LAND; THENCE RUN S89°55'42"E, A DISTANCE OF 225.00 FEET ALONG THE NORTH LINE OF SAID LOT 85 TO THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF ALL AMERICAN BOULEVARD AS SHOWN ON ORANGE COUNTY, FLORIDA, RIGHT OF WAY MAPS, CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 3097; THENCE DEPARTING SAID NORTH LINE OF LOT 85, RUN S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85 AND SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, CONTINUE S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85, A DISTANCE OF 84.50 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST 225 FEET OF LOT 85, RUN N89°55'37"W, A DISTANCE OF 43.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 20.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 85.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 5.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 0.52 FEET TO THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE AT A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 4543.67 FEET, A CENTRAL ANGLE OF 01°24'26" AND A CHORD BEARING AND DISTANCE OF N57°42'20"E, 111.59 FEET) FOR AN ARC DISTANCE OF 111.59 FEET; THENCE CONTINUE S89°31'22"E, ALONG THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,378.12 SQUARE FEET MORE OR LESS

Walter H. Eggerton Jr.
Walter H. Eggerton Jr.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA, LICENSE NO. 5674

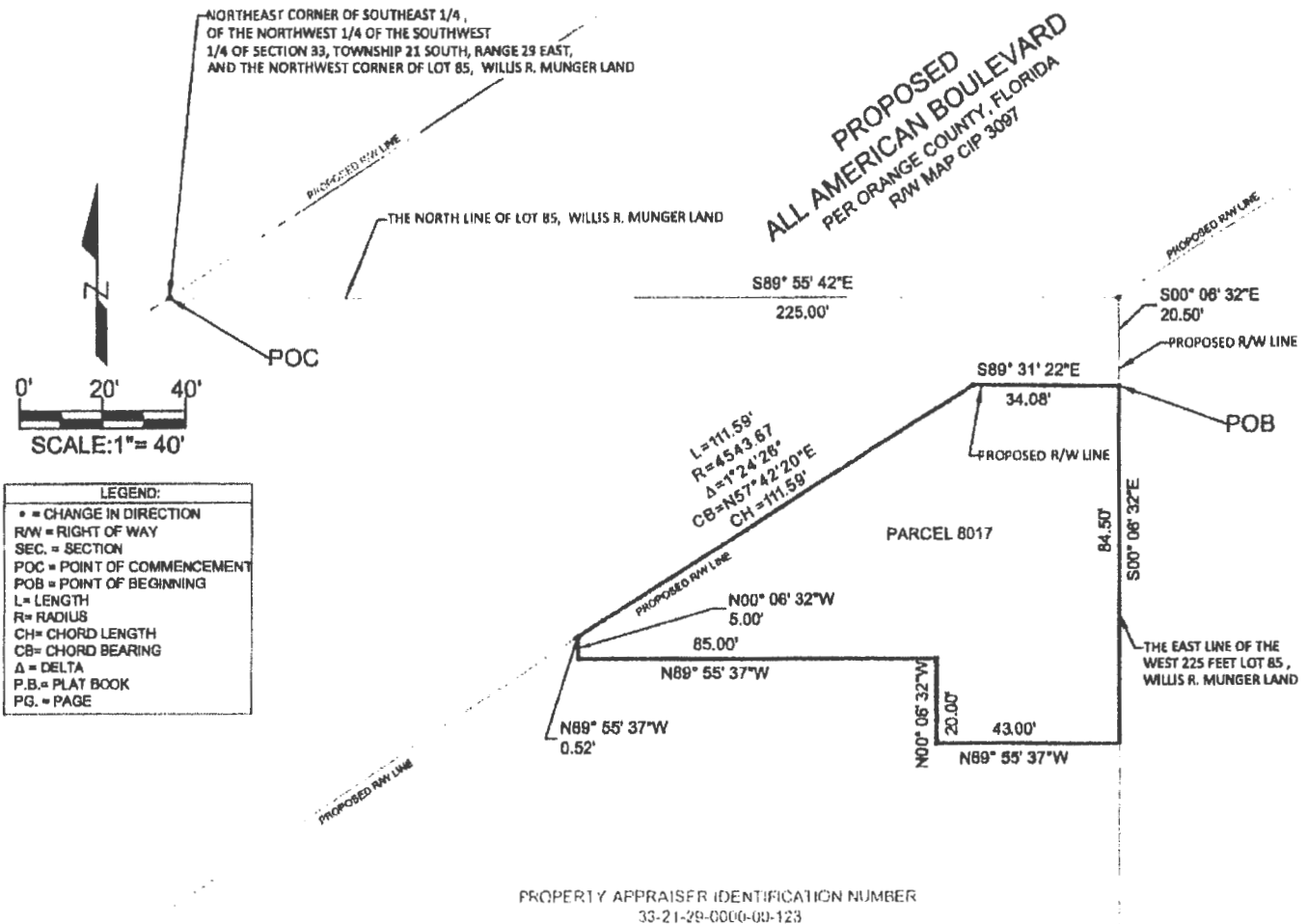
NOT VALID WITHOUT SHEETS 1, 2 AND THE
 ORIGINAL SIGNATURE AND SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.

			ROAD NAME: ALL AMERICAN BLVD		PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-8205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: J. Bonilla		TOWNSHIP: 21S			COUNTY PROJECT NUMBER
CHECKED BY: W. Eggerton	REVISIONS:	RANGE: 29E			CIP 3097
APPROVED BY: W. Eggerton		SHEET 1 OF 2			




24 9/23/2020

Schedule C.2



NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 85, BEING SOUTH 89°53'42" EAST, PER RIGHT OF WAY MAPS OF ORANGE COUNTY, FLORIDA PROJECT NUMBER C.I.P 3097 ALL AMERICAN BOULEVARD.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, RIGHT-OF-WAY SECTION.
3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
4. NO FIELD WORK HAS BEEN PERFORMED FOR THE PREPARATION OF THIS SKETCH OF DESCRIPTION.
5. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051, FLORIDA ADMINISTRATIVE CODE.
- ROAD NAME: ALL AMERICAN BLVD

3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.			ROAD NAME: ALL AMERICAN BLVD		PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	<div>PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-8205 (407) 836-7951</div> <div></div>	DRAWING SCALE: 1"=40'	
DRAWN BY: J. Bonilla		TOWNSHIP: 21S		COUNTY PROJECT NUMBER CIP 3097	
CHECKED BY: W. Eggerton	REVISIONS:	RANGE: 29E			
APPROVED BY: W. Eggerton		SHEET 2 OF 2			

SCHEDULE "C"

~~XXXXXXXXXX~~
~~SCHEDULE "B"~~

3097 ALL AMERICAN BLVD PARCEL 8017

DRAINAGE EASEMENT

Parcel 8017 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an underground pipe, stormwater pond/retention area and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE 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 underground pipe, stormwater pond/retention area and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the underground pipe, stormwater pond/retention area and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

Prepared by and Return to:

Scott McHenry, Assistant County Attorney
Orange County Attorney's Office
201 S. Rosalind Avenue, Third Floor
Orlando, Florida 32801

MEMORANDUM OF PURCHASE AGREEMENT

This MEMORANDUM OF AGREEMENT ("Memorandum"), dated as of the ____ day of ____, 2021, is by and between **YAGEN RENTAL PROPERTIES, LLC**, a Virginia limited liability company, having a principal address at 4455 South Boulevard, Suite 500, Virginia Beach, VA 23452 ("Seller") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, (the "Buyer"), having a mailing address in care of the Orange County Attorney's Office, 201 S. Rosalind Avenue, Third Floor, P.O. Box 1393, Orlando, Florida 32801-1393. The Buyer and the Seller are collectively referred to herein as the "Parties."

RECITALS

A. The Buyer and the Seller have entered into that certain Purchase Agreement dated the ____ day of ____ 2021 (the "Agreement") concerning certain real property located at 6359 Edgewater Drive, Orlando, Florida 32810 with tax folio number **33-21-29-0000-00-123** as Parent Tract (Orange County PRB 8607, Page 2131):

Begin at the Northwest corner of the Southeast 1/4, Southwest 1/4, Section 33, Township 21 South, Range 29 East also being the Southwest corner of Lot 85, Willis R. Munger Land as recorded in Plat Book E, Page 7 Public Records of Orange County, Florida; Thence Run N00° 18' 16"W a distance of 657.50 feet to the Northwest corner of Lot 85; Thence N89° 52' 27"E along the North line of said Lot 85 a distance of 225.00 feet; Thence S00° 18' 16"E a distance of 792.77 feet to the North right of way line of Edgewater Drive; Thence N73° 37' 40"W along said North right of way line a distance of 234.91 feet; Thence N00° 18' 16"W along said West line a distance of 43.41 feet to the point of beginning and more particularly described in the following attached schedules:

Parcel 1017 in Schedule A-1.1, A-1.2, and A-1.3;

Parcel 1017A in Schedule A-2.1, A-2.2, and A-2.3;

Parcel 7017 in Schedule A-3.1, A-3.2, A-3.3, B; and

Parcel 8017 in Schedule C-1, C-2, C.

B. The purpose of this Memorandum is to provide record notice of the Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE BUYER AND SELLER SET FORTH THE FOLLOWING INFORMATION REGARDING THE PURCHASE AGREEMENT:

1. Recitals. The above Recitals set forth above are incorporated by reference herein and made apart hereof as if set forth verbatim.
2. Conflicts. This Memorandum is intended for recording purposes only and in the event of any conflicts with the Agreement, the Agreement shall control.
3. Incorporation by Reference. All of the terms and conditions of the Agreement are incorporated by reference herein and made a part hereof.
4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
5. Copies. For copies of the above-referenced purchase agreement, contact:

Raymer F. Maguire, III, Esquire
Maguire Eminent Domain, P.A.
545 Delaney Avenue, Building 5
Orlando, Florida 32801
Raymer@Maguire-EminentDomain.com
(407) 228-9522

Edward R. Stolle
Kaufman & Canoles, P.C.
2101 Parks Avenue, Suite 700
Virginia Beach, Virginia 23451
erstolle@kaufcan.com
(757) 491-4033

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

WITNESSES:

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Print Name: _____

SELLER:

YAGEN RENTAL PROPERTIES, LLC,
a Virginia limited liability company
By: College Properties, LLC, its Manager,
a Virginia limited liability company

By: _____

W. Gerald Yagen, Manager
4455 South Boulevard, Suite 500
Virginia Beach, Virginia 23452

Date: _____

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

By: _____
Deputy Clerk

Date: _____

BUYER:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor or
Designee

Date: _____

SCHEDULE "A"

Schedule A-1.1

Parcel Number: 1017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the East line of said Lot 3 a distance of 20.50 feet; thence leaving said East line run North 89 degrees 31' 22" West a distance of 34.08 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Southwesterly 148.36 feet along the arc of said curve through a central angle of 01 degrees 52' 15", the chord of said curve bears South 57 degrees 28' 22" West to the end of said curve; thence run South 56 degrees 13' 20" West a distance of 78.93 feet to the West line of aforesaid Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 72.13 feet to the intersection with the centerline of construction of All American Boulevard; thence continue North 00 degrees 06' 32" West along said West line of Lot 3 a distance of 72.03 feet to the Northwest corner of said Lot 3, Middleton Park; thence run South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 110.24 feet to the intersection with the centerline of construction of All American Boulevard; thence continue South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 114.76 feet to the POINT OF BEGINNING.

Containing 16,202 square feet, (0.3720 acres) more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.


THIS IS NOT A SURVEY

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

	METRIC ENGINEERING, INC. ENGINEERS - PLANNERS - SURVEYORS 2269 LEE ROAD SUITE 200, WINTER PARK, FLORIDA 32789 PHONE (407) 644-1898 FAX (407) 644-1921		SECTION 33 TOWNSHIP 21 SOUTH RANGE 29 EAST	
	DRAWN BY: D.GROVES DATE: JAN. 21, 2009	CHECKED BY: D.GROVES DATE: JULY 29, 2009	PARCEL NO. 1017	DATE REVISIONS BY

JUL 03 2012

RTH 9/13/2011

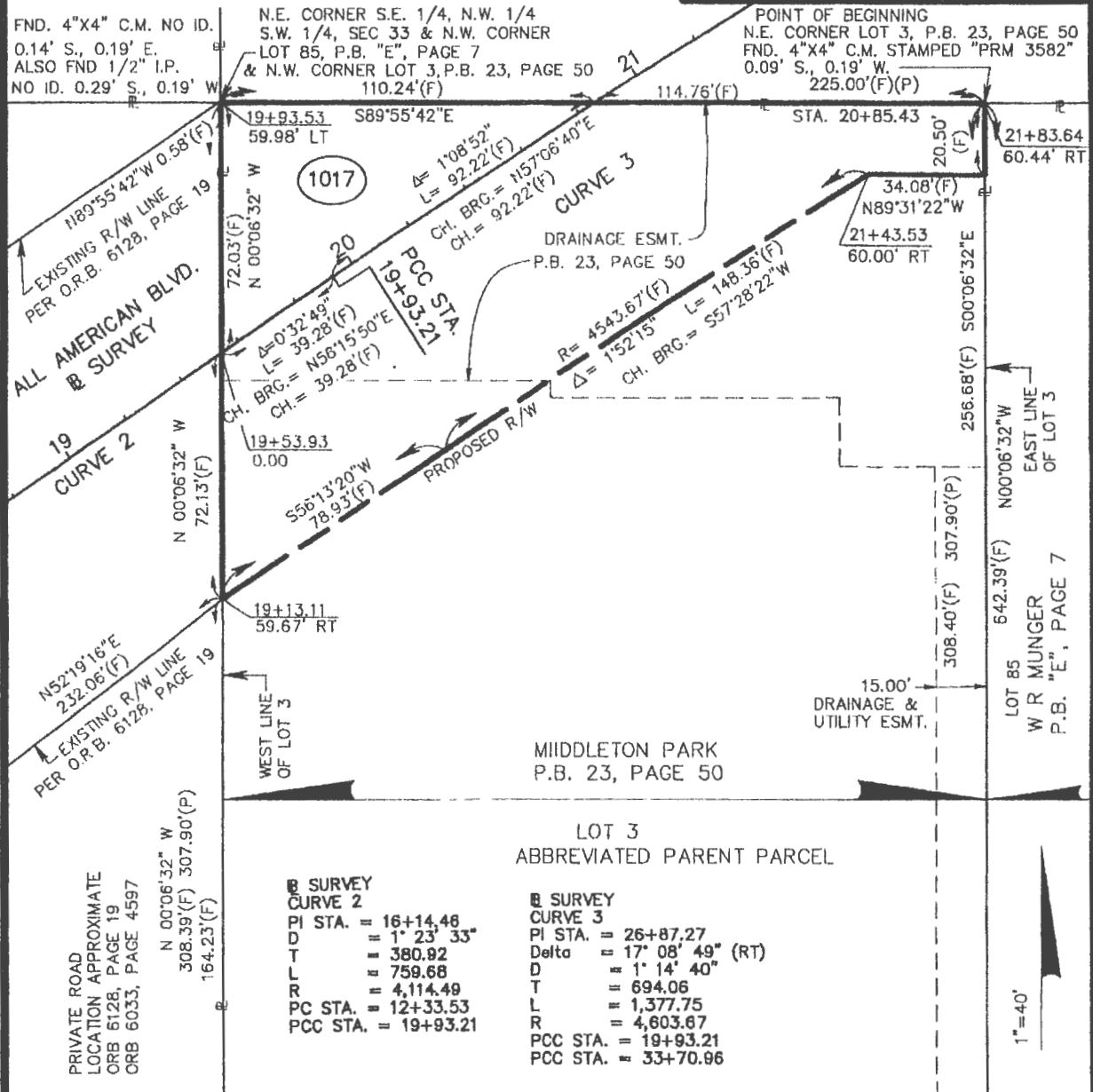
PROJECT NO. 41689 DRAWING: 1017 SHEET 01

Schedule A-1.2



PARCEL 1017

Schedule A-1.3



SCHEDULE "A"

Schedule A -2.1

Parcel Number: 1017A

Description:

A part of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run North 00 degrees 06' 32" West along the West line of said Lot 1 a distance of 16.18 feet; thence leaving said West line run South 73 degrees 26' 32" East a distance of 21.54 feet; thence run South 57 degrees 22' 19" East a distance of 55.96 feet to the Northerly right of way line of Edgewater Drive; thence run North 73 degrees 26' 56" West along said Northerly right of way line a distance of 70.68 feet to the POINT OF BEGINNING.

Containing 715 square feet, more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.

Daniel A. Groves

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

DRAWN BY: D.GROVES DRAWING DATE: JAN. 21, 2009	CHECKED BY: D.GROVES DATE: JULY 28, 2009	PARCEL NO. 1017A	SECTION 33 TOWNSHIP 21 SOUTH RANGE 29 EAST
		DATE REVISIONS BY	SCALE none
			SHEET 1 OF 3

11 9/13/201

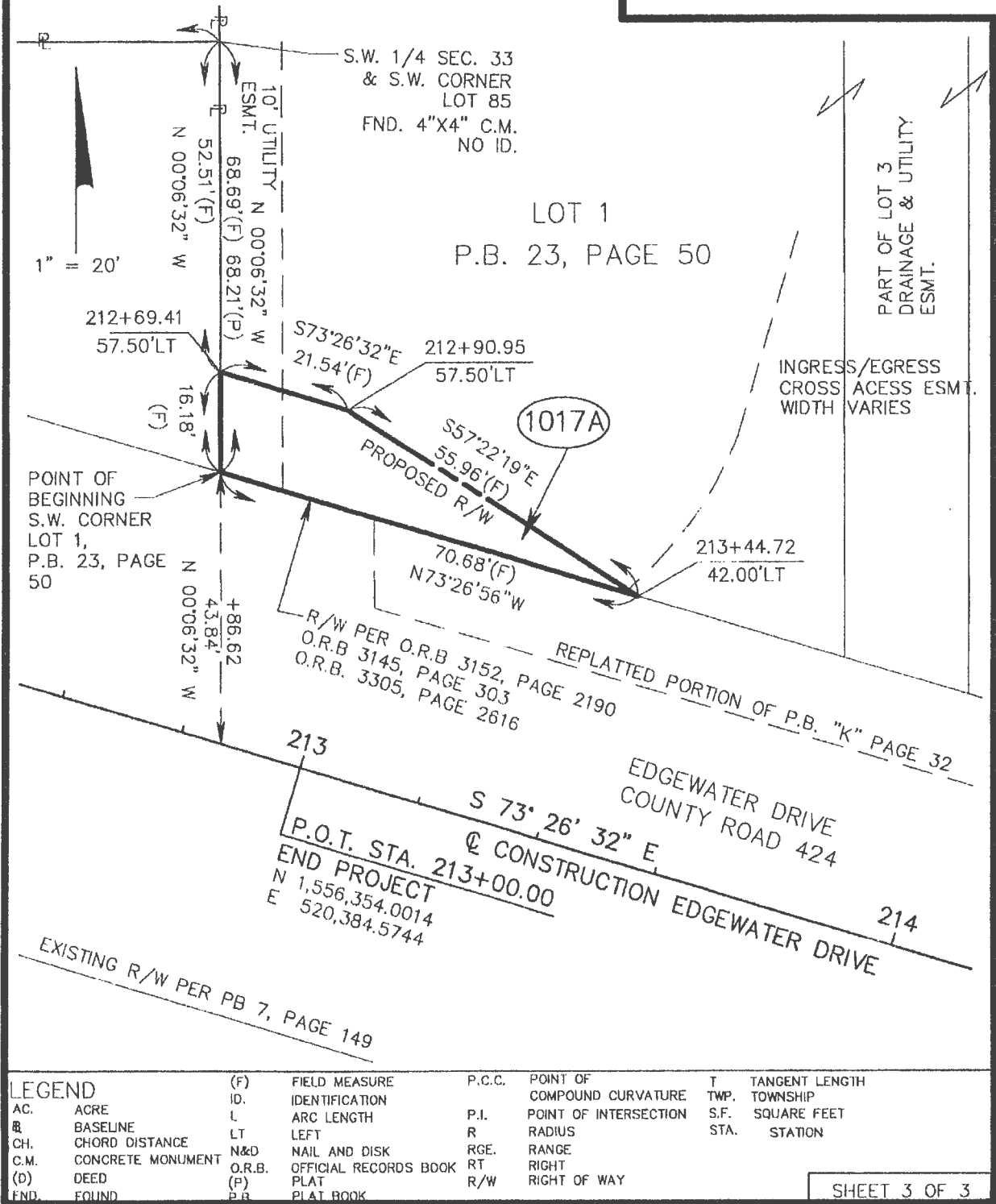
PROJECT NO. 41689 DRAWING NO. 1017 SHEET 1 OF 3

Schedule A-2.2



PARCEL 1017A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

Schedule A-2.3



SCHEDULE "A"

Schedule A-3.1

Parcel Number: 7017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the West line of said Lot 3 a distance of 72.03 feet; thence continue South 00 degrees 06' 32" East along said West line a distance of 72.13 feet to the POINT OF BEGINNING; thence run North 56 degrees 13' 20" East a distance of 78.93 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Northeasterly 47.61 feet along the arc of said curve through a central angle of 00 degrees 36' 01", the chord of said curve bears North 56 degrees 50' 15" East to the end of said curve; thence run South 00 degrees 02' 50" West a distance of 72.93 feet; thence run North 90 degrees 00' 00" West a distance of 105.40 feet to the intersection with the West line of said Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 4024 square feet, more or less.

REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

Daniel A. Groves

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

COUNTY PROJECT NO. Y4-810-DB

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
815 CRESCENT EXECUTIVE CT., SUITE 524,
LAKE MARY, FLORIDA 32748
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: MAY 7, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
7017

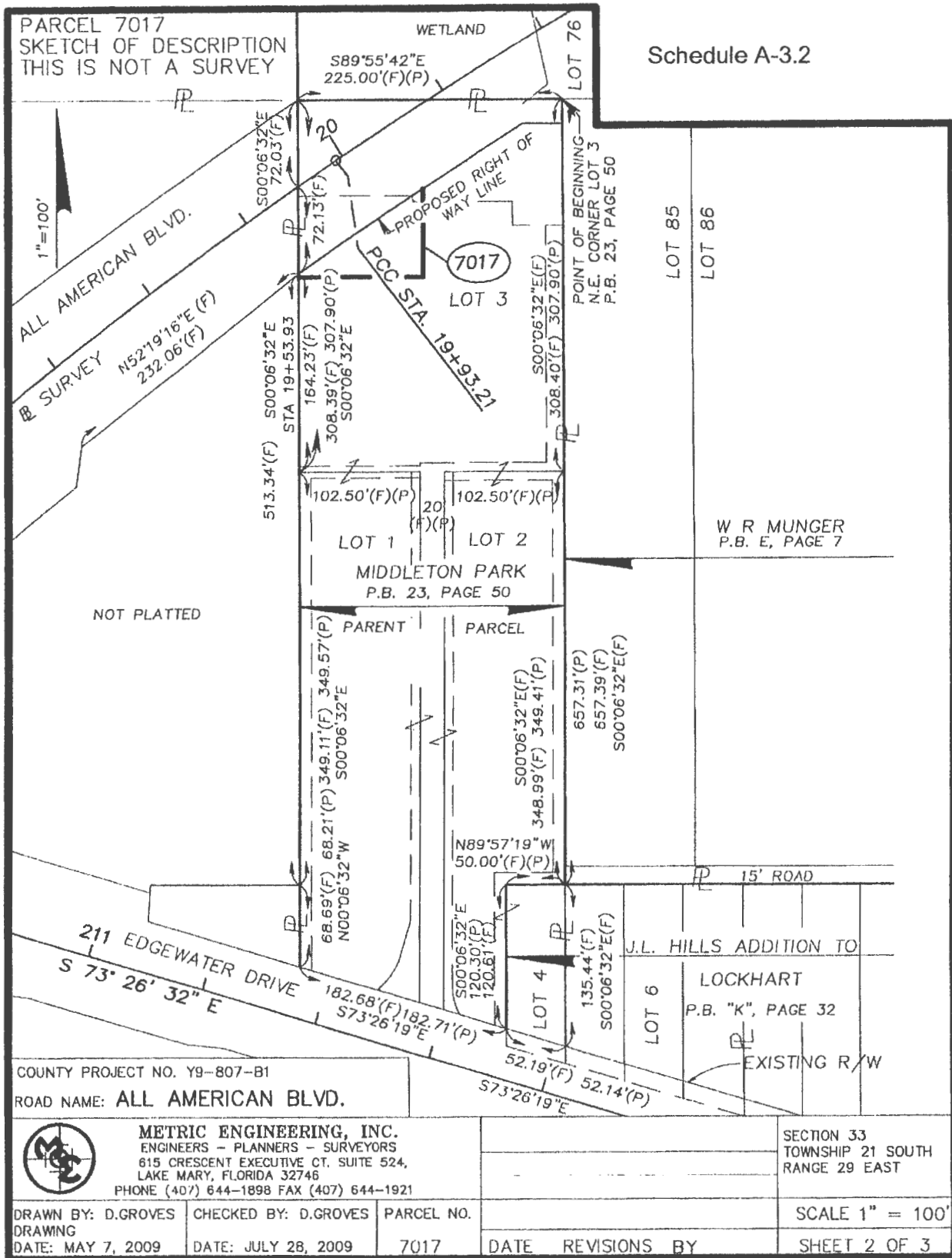
DATE REVISIONS BY

SCALE NONE

SHEET 1 OF 3

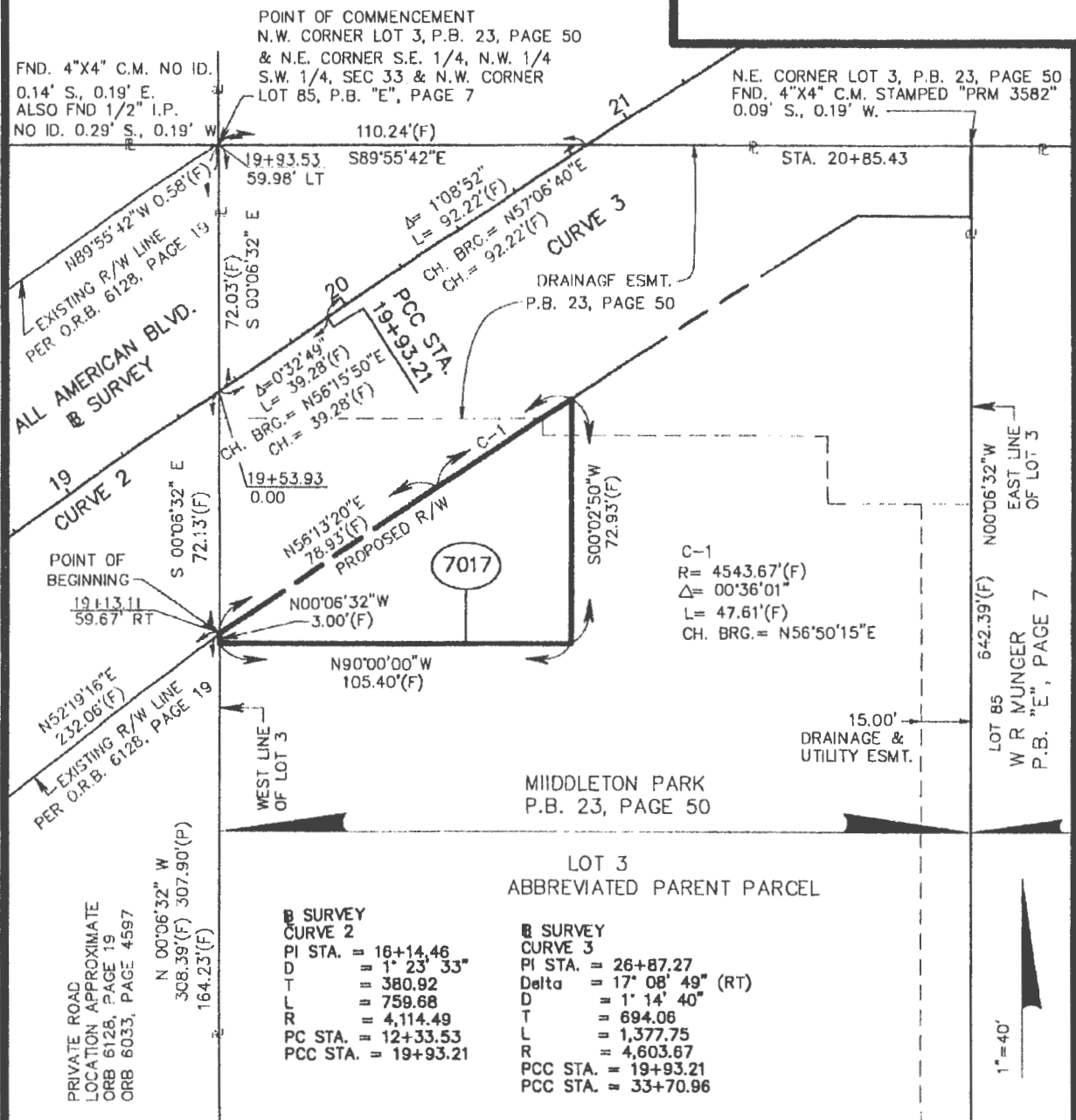
8-11-09/13/10/21

PROJECT NO. 41889 DRAWING: 7017 SUT1 DWD



PARCEL 7017

Schedule A-3.3



LEGEND				SKETCH OF DESCRIPTION THIS IS NOT A SURVEY	
AC.	ACRE	P.I.	POINT OF INTERSECTION		SECTION 33 TOWNSHIP 21 SOUTH RANGE 29 EAST
CH.	CHORD DISTANCE	P.T.	POINT OF TANGENCY		
(D)	DEED	R	RADIUS		SCALE 1" = 40'
FD.	FOUND	RGE.	RANGE		
(F)	FIELD MEASURE	RT	RIGHT		SHEET 3 OF 3
L	ARC LENGTH	R/W	RIGHT OF WAY		
LT	LEFT	S.F.	SQUARE FEET	DATE	REVISIONS BY
O.R.B.	OFFICIAL RECORDS BOOK	T	TANGENT LENGTH		
P.B.	PLAT BOOK	TWP.	TOWNSHIP		
P.C.	POINT OF CURVATURE				

SCHEDULE "B"
3097 ALL AMERICAN BLVD PARCEL 7017
TEMPORARY DEMOLITION EASEMENT

Parcel 7017 is being acquired as a temporary non-exclusive demolition easement with full authority for GRANTEE to enter upon the lands described in Schedule "A" for the purpose of demolishing or modifying any part of any existing structure and improvements on this Parcel. The demolition or modification will be limited to that necessary to facilitate construction of the project adjacent to the lands described in the attached Schedule "A" in a safe manner. At all times during construction, the GRANTEE will maintain access to the GRANTOR'S remaining lands to the extent practicable to ensure safety during demolition and modification.

Parcel 7017 is also being acquired as a temporary non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE's specifications, with full authority to enter upon, clear, grade, surcharge, excavate and add or remove fill material to the following lands as described in Schedule "A".

After the demolition or modification of the structure(s) and/or improvement(s) on the Parcel is completed, the GRANTEE shall restore any affected lands within the Parcel to a safe and sanitary condition as good as the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction of the project adjacent to the lands described in the attached Schedule "A" or after seven (7) years, whichever occurs first.

SCHEDULE "A"
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 1 OF 2

Schedule C.1

SCHEDULE "A"

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY , FLORIDA, ALSO BEING A PART OF LOT 85, WILLIS R. MUNGER LAND AS RECORDED IN PLAT BOOK E, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AND THE NORTHWEST CORNER OF SAID LOT 85, WILLIS R. MUNGER LAND; THENCE RUN S89°55'42"E, A DISTANCE OF 225.00 FEET ALONG THE NORTH LINE OF SAID LOT 85 TO THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF ALL AMERICAN BOULEVARD AS SHOWN ON ORANGE COUNTY, FLORIDA, RIGHT OF WAY MAPS, CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 3097; THENCE DEPARTING SAID NORTH LINE OF LOT 85, RUN S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85 AND SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, CONTINUE S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85, A DISTANCE OF 84.50 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST 225 FEET OF LOT 85, RUN N89°55'37"W, A DISTANCE OF 43.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 20.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 85.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 5.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 0.52 FEET TO THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE AT A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 4543.67 FEET, A CENTRAL ANGLE OF 01°24'26" AND A CHORD BEARING AND DISTANCE OF N57°42'20"E, 111.59 FEET) FOR AN ARC DISTANCE OF 111.59 FEET; THENCE CONTINUE S89°31'22"E, ALONG THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,378.12 SQUARE FEET MORE OR LESS

Walter H. Eggerton Jr.
Walter H. Eggerton Jr.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 5674

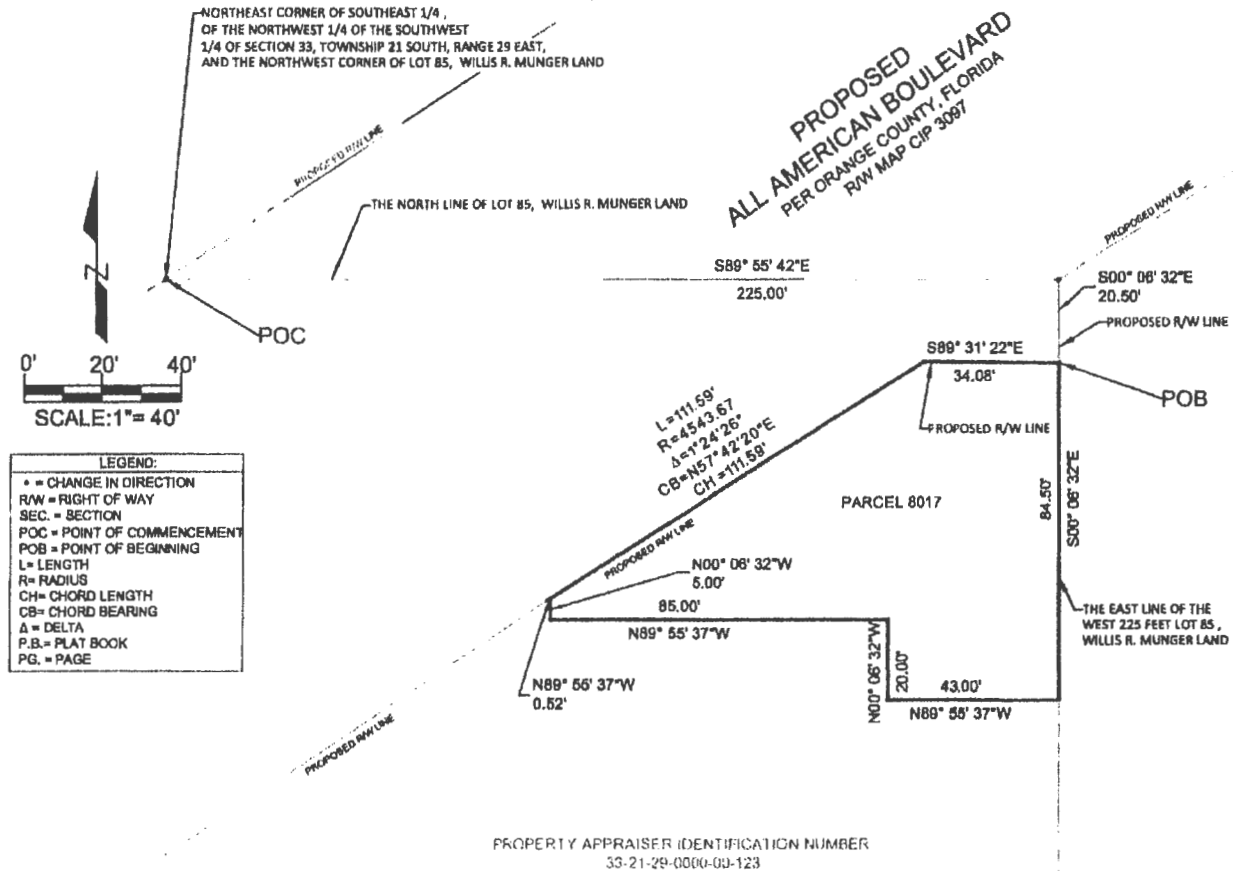
NOT VALID WITHOUT SHEETS 1, 2 AND THE
 ORIGINAL SIGNATURE AND SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.

			ROAD NAME: ALL AMERICAN BLVD	PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 838-7951	DRAWING SCALE: N/A
DRAWN BY: J. Bonilla		TOWNSHIP: 21S		COUNTY PROJECT NUMBER
CHECKED BY: W. Eggerton	REVISIONS:	RANGE: 29E		CIP 3097
APPROVED BY: W. Eggerton		SHEET 1 OF 2		

P H 915 31202


**SKETCH OF DESCRIPTION
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 2 OF 2**

Schedule C.2



NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 85, BEING SOUTH 89°55'42" EAST, PER RIGHT OF WAY MAPS OF ORANGE COUNTY, FLORIDA PROJECT NUMBER C.J.P. 3097 ALL AMERICAN BOULEVARD.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, RIGHT-OF-WAY SECTION.
3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
4. NO FIELD WORK HAS BEEN PERFORMED FOR THE PREPARATION OF THIS SKETCH OF DESCRIPTION.
5. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ-17.051, FLORIDA ADMINISTRATIVE CODE.

3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.			ROAD NAME: ALL AMERICAN BLVD		PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: 1"=40'
DRAWN BY: J. Bonilla		TOWNSHIP: 21S			COUNTY PROJECT NUMBER CIP 3097
CHECKED BY: W. Eggerton	RANGE: 29E				
APPROVED BY: W. Eggerton	SHEET 2 OF 2				

SCHEDULE "C"

~~SCHEDULE "B"~~

3097 ALL AMERICAN BLVD PARCEL 8017

DRAINAGE EASEMENT

Parcel 8017 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an underground pipe, stormwater pond/retention area and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE 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 underground pipe, stormwater pond/retention area and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the underground pipe, stormwater pond/retention area and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

DEC 14 2021

Prepared by and Return to:

Scott McHenry, Assistant County Attorney
Orange County Attorney's Office
201 S. Rosalind Avenue, Third Floor
Orlando, Florida 32801

MEMORANDUM OF PURCHASE AGREEMENT

This MEMORANDUM OF AGREEMENT ("Memorandum"), dated as of the 7th day of Nov., 2021, is by and between **YAGEN RENTAL PROPERTIES, LLC**, a Virginia limited liability company, having a principal address at 4455 South Boulevard, Suite 500, Virginia Beach, VA 23452 ("Seller") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, (the "Buyer"), having a mailing address in care of the Orange County Attorney's Office, 201 S. Rosalind Avenue, Third Floor, P.O. Box 1393, Orlando, Florida 32801-1393. The Buyer and the Seller are collectively referred to herein as the "Parties."

RECITALS

A. The Buyer and the Seller have entered into that certain Purchase Agreement dated the 7th day of Nov. 2021 (the "Agreement") concerning certain real property located at 6359 Edgewater Drive, Orlando, Florida 32810 with tax folio number **33-21-29-0000-00-123** as Parent Tract (Orange County PRB 8607, Page 2131):

Begin at the Northwest corner of the Southeast 1/4, Southwest 114, Section 33, Township 21 South, Range 29 East also being the Southwest corner of Lot 85, Willis R. Munger Land as recorded in Plat Book E, Page 7 Public Records of Orange County, Florida; Thence Run N00° 18' 16"W a distance of 657.50 feet to the Northwest corner of Lot 85; Thence N89° 52' 27"E along the North line of said Lot 85 a distance of 225.00 feet; Thence S00° 18' 16"E a distance of 792.77 feet to the North right of way line of Edgewater Drive; Thence N73° 37' 40"W along said North right of way line a distance of 234.91 feet; Thence N00° 18' 16"W along said West line a distance of 43.41 feet to the point of beginning and more particularly described in the following attached schedules:

Parcel 1017 in Schedule A-1.1, A-1.2, and A-1.3;

Parcel 1017A in Schedule A-2.1, A-2.2, and A-2.3;

Parcel 7017 in Schedule A-3.1, A-3.2, A-3.3, B; and

Parcel 8017 in Schedule C-1, C-2, C.

B. The purpose of this Memorandum is to provide record notice of the Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE BUYER AND SELLER SET FORTH THE FOLLOWING INFORMATION REGARDING THE PURCHASE AGREEMENT:

1. Recitals. The above Recitals set forth above are incorporated by reference herein and made apart hereof as if set forth verbatim.
2. Conflicts. This Memorandum is intended for recording purposes only and in the event of any conflicts with the Agreement, the Agreement shall control.
3. Incorporation by Reference. All of the terms and conditions of the Agreement are incorporated by reference herein and made a part hereof.
4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
5. Copies. For copies of the above-referenced purchase agreement, contact:

Raymer F. Maguire, III, Esquire
Maguire Eminent Domain, P.A.
545 Delaney Avenue, Building 5
Orlando, Florida 32801
Raymer@Maguire-EminentDomain.com
(407) 228-9522

Edward R. Stolle
Kaufman & Canoles, P.C.
2101 Parks Avenue, Suite 700
Virginia Beach, Virginia 23451
erstolle@kaufcan.com
(757) 491-4033

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

WITNESSES:

Signed, sealed, and delivered
in the presence of:



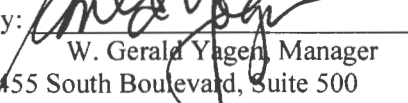
Print Name: Chris Vitiello



Print Name: Diane Perez

SELLER:

YAGEN RENTAL PROPERTIES, LLC,
a Virginia limited liability company
By: College Properties, LLC, its Manager,
a Virginia limited liability company

By: 
W. Gerald Yagen, Manager
4455 South Boulevard, Suite 500
Virginia Beach, Virginia 23452

Date: 11/9/2021

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

By: Emil Rin
for Deputy Clerk

Date: 14 December 2021



BUYER:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan Burks
for Jerry L. Demings,
Orange County Mayor or
Designee

Date: 14 December 2021

SCHEDULE "A"

Schedule A-1.1

Parcel Number: 1017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the East line of said Lot 3 a distance of 20.50 feet; thence leaving said East line run North 89 degrees 31' 22" West a distance of 34.08 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Southwesterly 148.36 feet along the arc of said curve through a central angle of 01 degrees 52' 15", the chord of said curve bears South 57 degrees 28' 22" West to the end of said curve; thence run South 56 degrees 13' 20" West a distance of 78.93 feet to the West line of aforesaid Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 72.13 feet to the intersection with the centerline of construction of All American Boulevard; thence continue North 00 degrees 06' 32" West along said West line of Lot 3 a distance of 72.03 feet to the Northwest corner of said Lot 3, Middleton Park; thence run South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 110.24 feet to the intersection with the centerline of construction of All American Boulevard; thence continue South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 114.76 feet to the POINT OF BEGINNING.

Containing 16,202 square feet, (0.3720 acres) more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
2269 LEE ROAD SUITE 200,
WINTER PARK, FLORIDA 32789
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING

DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 29, 2009

PARCEL NO.

1017

DATE REVISIONS BY

SCALE none

SHEET 1 OF 3

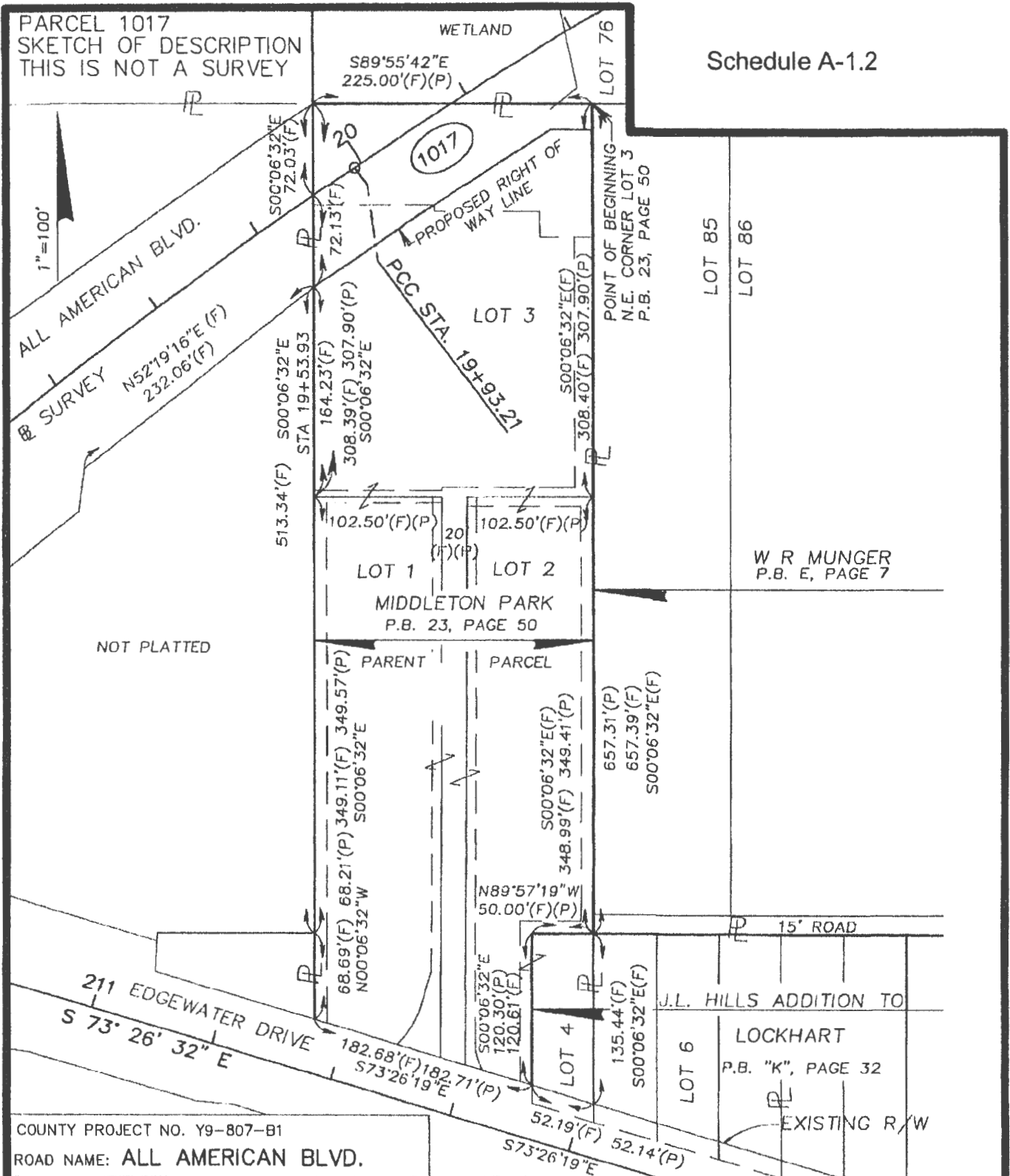
JUL 03 2012

R/H 9/13/2001

PROJECT NO. 41689 DRAWING: 1017 SHT 1 OF 3

PARCEL 1017
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

Schedule A-1.2



COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 29, 2009

PARCEL NO.
1017

DATE REVISIONS BY

SCALE 1" = 100'

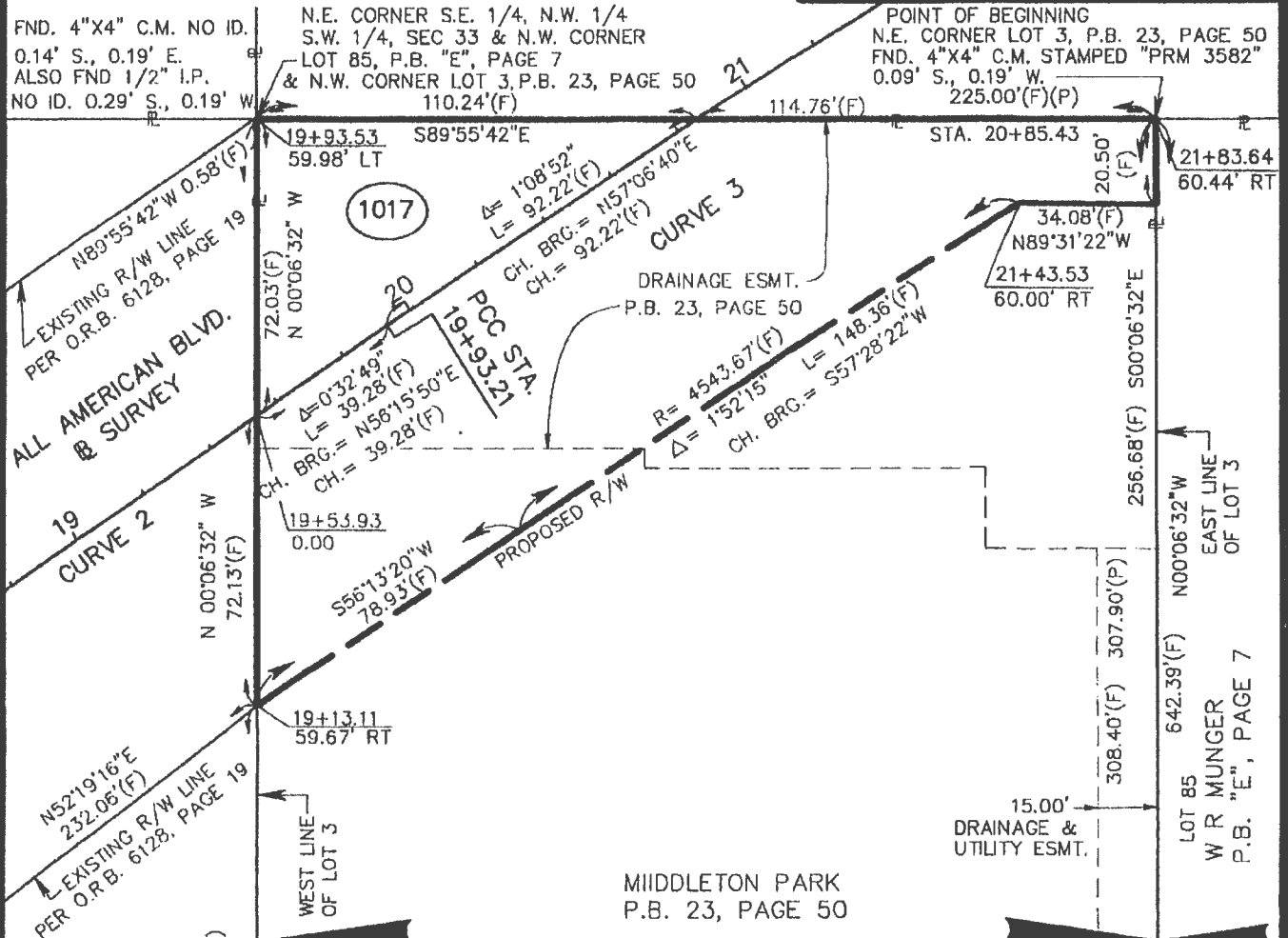
SHEET 2 OF 3

FILE 9/13/2009

PROJECT NO. 41689 DRAWING: LEGAL 1017 SUR2.DWG

PARCEL 1017

Schedule A-1.3



PRIVATE ROAD
LOCATION APPROXIMATE
ORB 6128, PAGE 19
ORB 6033, PAGE 4597

B SURVEY
CURVE 2
PI STA. = 16+14.46
D = 1' 23' 33"
T = 380.92
L = 759.68
R = 4,114.49
PC STA. = 12+33.53
PCC STA. = 19+93.21

LOT 3
ABBREVIATED PARENT PARCEL

B SURVEY
CURVE 3
PI STA. = 26+87.27
Delta = 17' 08' 49" (RT)
D = 1' 14' 40"
T = 694.06
L = 1,377.75
R = 4,603.67
PCC STA. = 19+93.21
PCC STA. = 33+70.96

1"=40'

LEGEND

AC.	ACRE
CH.	CHORD DISTANCE
(D)	DEED
FD.	FOUND
(F)	FIELD MEASURE
L	ARC LENGTH
LT	LEFT
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE

P.I.	POINT OF INTERSECTION
P.T.	POINT OF TANGENCY
R	RADIUS
RGE.	RANGE
RT	RIGHT
R/W	RIGHT OF WAY
S.F.	SQUARE FEET
T	TANGENT LENGTH
TWP.	TOWNSHIP

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

	SECTION 33 TOWNSHIP 21 SOUTH RANGE 29 EAST
	SCALE 1" = 40'
DATE	REVISIONS BY
	SHEET 3 OF 3

11/13/21

PROJECT NO. 41889 DRAWING NO. 1017-SH13.000

SCHEDULE "A"

Schedule A -2.1

Parcel Number: 1017A

Description:

A part of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run North 00 degrees 06' 32" West along the West line of said Lot 1 a distance of 16.18 feet; thence leaving said West line run South 73 degrees 26' 32" East a distance of 21.54 feet; thence run South 57 degrees 22' 19" East a distance of 55.96 feet to the Northerly right of way line of Edgewater Drive; thence run North 73 degrees 26' 56" West along said Northerly right of way line a distance of 70.68 feet to the POINT OF BEGINNING.

Containing 715 square feet, more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746

PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
1017A

DATE REVISIONS BY

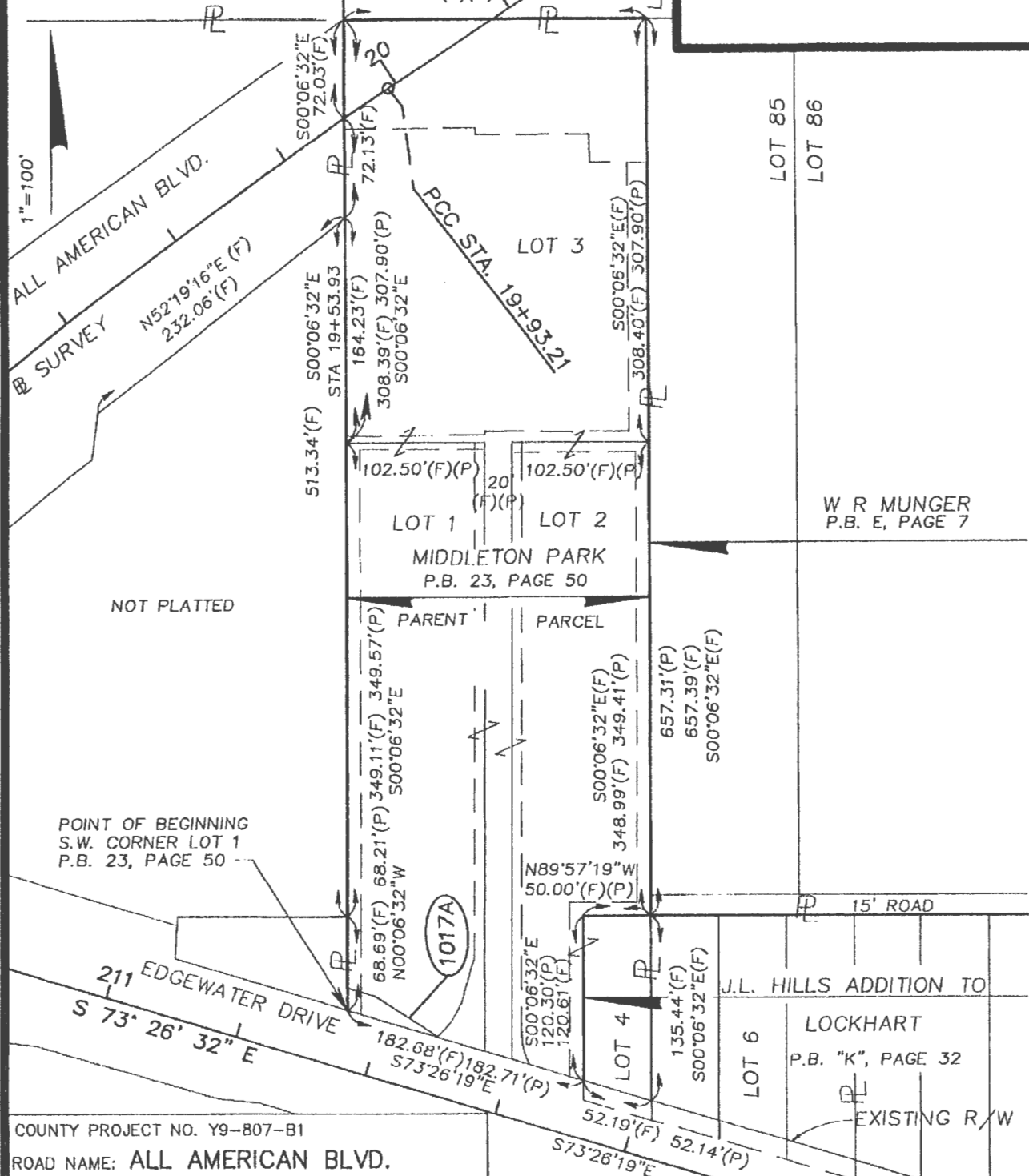
SCALE none

SHEET 1 OF 3

811 9/3/2009

PROJECT NO. 41689 DRAWING: Local 1017 SHT DWS

Schedule A-2.2



ROAD NAME: ALL AMERICAN BLVD.



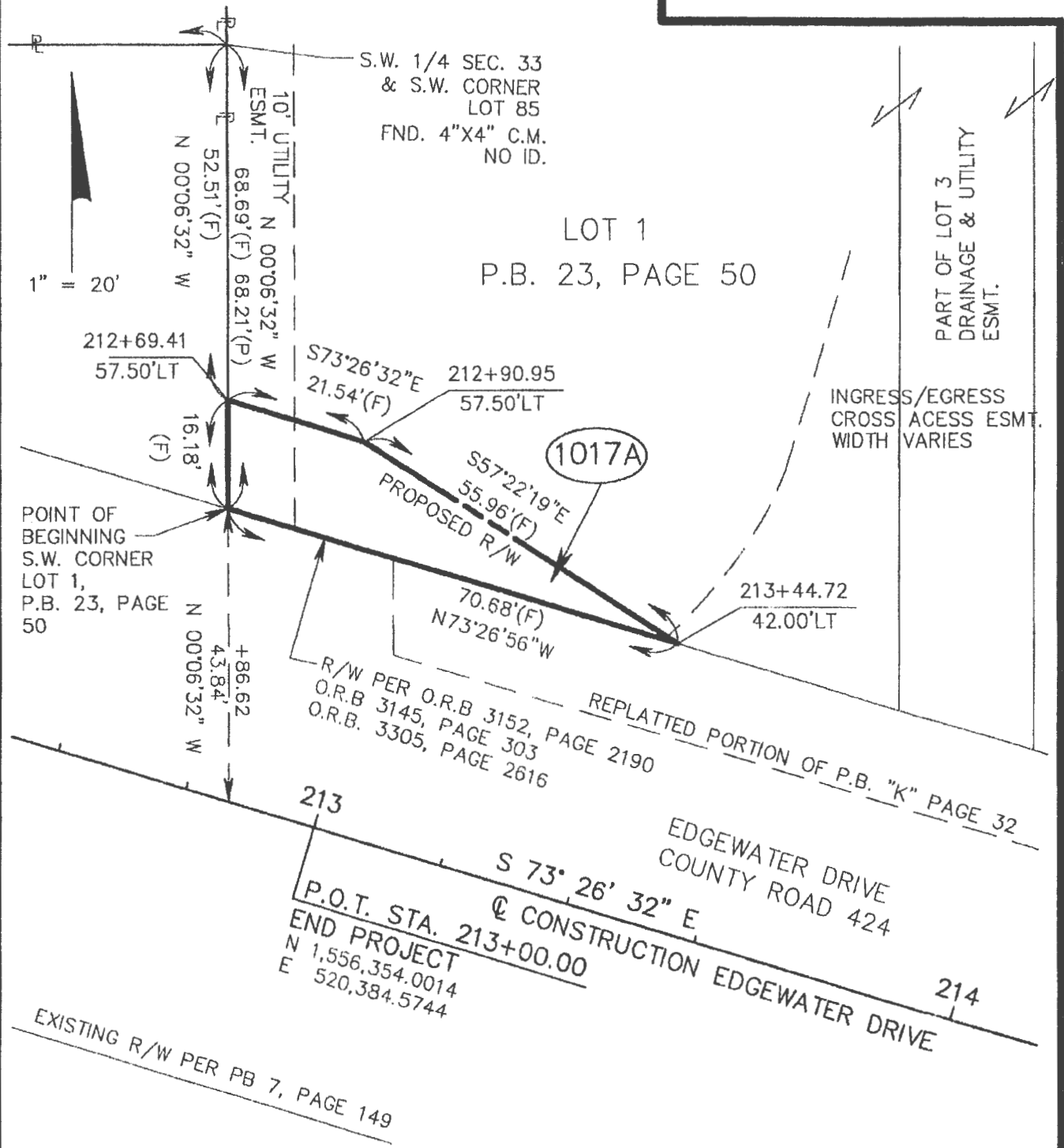
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

SHEET 2 OF 3

PARCEL 1017A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

Schedule A-2.3



LEGEND

AC.	ACRE	(F)	FIELD MEASURE	P.C.C.	POINT OF COMPOUND CURVATURE	T	TANGENT LENGTH
BL.	BASELINE	ID.	IDENTIFICATION	P.I.	POINT OF INTERSECTION	TWP.	TOWNSHIP
CH.	CHORD DISTANCE	L	ARC LENGTH	R	RADIUS	S.F.	SQUARE FEET
C.M.	CONCRETE MONUMENT	LT	LEFT	RGE.	RANGE	STA.	STATION
(D)	DEED	N&D	NAIL AND DISK	RT	RIGHT		
END.	FOUND	O.R.B.	OFFICIAL RECORDS BOOK	R/W	RIGHT OF WAY		
		(P)	PLAT				
		P.B.	PLAT BOOK				

SHEET 3 OF 3

SCHEDULE "A"

Schedule A-3.1

Parcel Number: 7017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the West line of said Lot 3 a distance of 72.03 feet; thence continue South 00 degrees 06' 32" East along said West line a distance of 72.13 feet to the POINT OF BEGINNING; thence run North 56 degrees 13' 20" East a distance of 78.93 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Northeasterly 47.61 feet along the arc of said curve through a central angle of 00 degrees 36' 01", the chord of said curve bears North 56 degrees 50' 15" East to the end of said curve; thence run South 00 degrees 02' 50" West a distance of 72.93 feet; thence run North 90 degrees 00' 00" West a distance of 105.40 feet to the intersection with the West line of said Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 4024 square feet, more or less.

REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

Daniel A. Groves

COUNTY PROJECT NO. Y4-810-DB

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625

ROAD NAME: ALL AMERICAN BLVD.

METRIC ENGINEERING, INC. L.B. NO. 2294



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT., SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
7017

SCALE NONE

DATE: MAY 7, 2009

DATE REVISIONS BY

SHEET 1 OF 3

FILE 11/13/2009

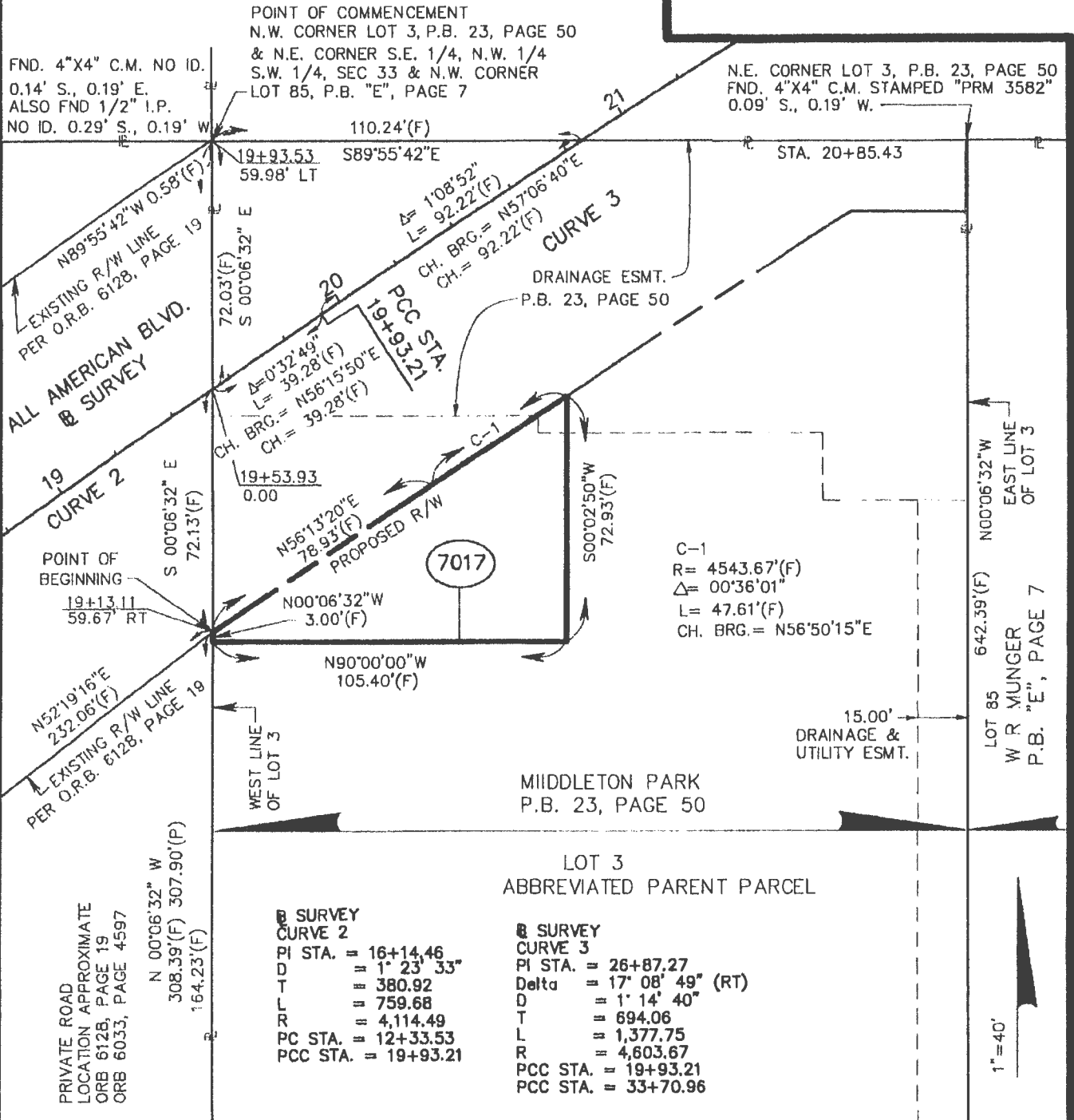
PROJECT NO. 41689 DRAWING 7017 SHT 1 OF 3

Schedule A-3.2



PARCEL 7017

Schedule A-3.3



LEGEND			
AC.	ACRE	P.I.	POINT OF INTERSECTION
CH.	CHORD DISTANCE	P.T.	POINT OF TANGENCY
(D)	DEED	R	RADIUS
FD.	FOUND	RGE.	RANGE
(F)	FIELD MEASURE	RT	RIGHT
L	ARC LENGTH	R/W	RIGHT OF WAY
LT	LEFT	S.F.	SQUARE FEET
O.R.B.	OFFICIAL RECORDS BOOK	T	TANGENT LENGTH
P.B.	PLAT BOOK	TWP.	TOWNSHIP
P.C.	POINT OF CURVATURE		

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

		SECTION 33 TOWNSHIP 21 SOUTH RANGE 29 EAST
		SCALE 1" = 40'
DATE	REVISIONS BY	SHEET 3 OF 3

SCHEDULE "B"
3097 ALL AMERICAN BLVD PARCEL 7017
TEMPORARY DEMOLITION EASEMENT

Parcel 7017 is being acquired as a temporary non-exclusive demolition easement with full authority for GRANTEE to enter upon the lands described in Schedule "A" for the purpose of demolishing or modifying any part of any existing structure and improvements on this Parcel. The demolition or modification will be limited to that necessary to facilitate construction of the project adjacent to the lands described in the attached Schedule "A" in a safe manner. At all times during construction, the GRANTEE will maintain access to the GRANTOR'S remaining lands to the extent practicable to ensure safety during demolition and modification.

Parcel 7017 is also being acquired as a temporary non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE's specifications, with full authority to enter upon, clear, grade, surcharge, excavate and add or remove fill material to the following lands as described in Schedule "A".

After the demolition or modification of the structure(s) and/or improvement(s) on the Parcel is completed, the GRANTEE shall restore any affected lands within the Parcel to a safe and sanitary condition as good as the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction of the project adjacent to the lands described in the attached Schedule "A" or after seven (7) years, whichever occurs first.

SCHEDULE "A"
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 1 OF 2

Schedule C.1

SCHEDULE "A"

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY , FLORIDA, ALSO BEING A PART OF LOT 85, WILLIS R. MUNGER LAND AS RECORDED IN PLAT BOOK E, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AND THE NORTHWEST CORNER OF SAID LOT 85, WILLIS R. MUNGER LAND; THENCE RUN S89°55'42"E, A DISTANCE OF 225.00 FEET ALONG THE NORTH LINE OF SAID LOT 85 TO THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF ALL AMERICAN BOULEVARD AS SHOWN ON ORANGE COUNTY, FLORIDA, RIGHT OF WAY MAPS, CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 3097; THENCE DEPARTING SAID NORTH LINE OF LOT 85, RUN S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85 AND SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, CONTINUE S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85, A DISTANCE OF 84.50 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST 225 FEET OF LOT 85, RUN N89°55'37"W, A DISTANCE OF 43.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 20.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 85.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 5.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 0.52 FEET TO THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE AT A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 4543.67 FEET, A CENTRAL ANGLE OF 01°24'26" AND A CHORD BEARING AND DISTANCE OF N57°42'20"E, 111.59 FEET) FOR AN ARC DISTANCE OF 111.59 FEET; THENCE CONTINUE S89°31'22"E, ALONG THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,378.12 SQUARE FEET MORE OR LESS

Walter H. Eggerton Jr.
Walter H. Eggerton Jr.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA, LICENSE NO. 6674

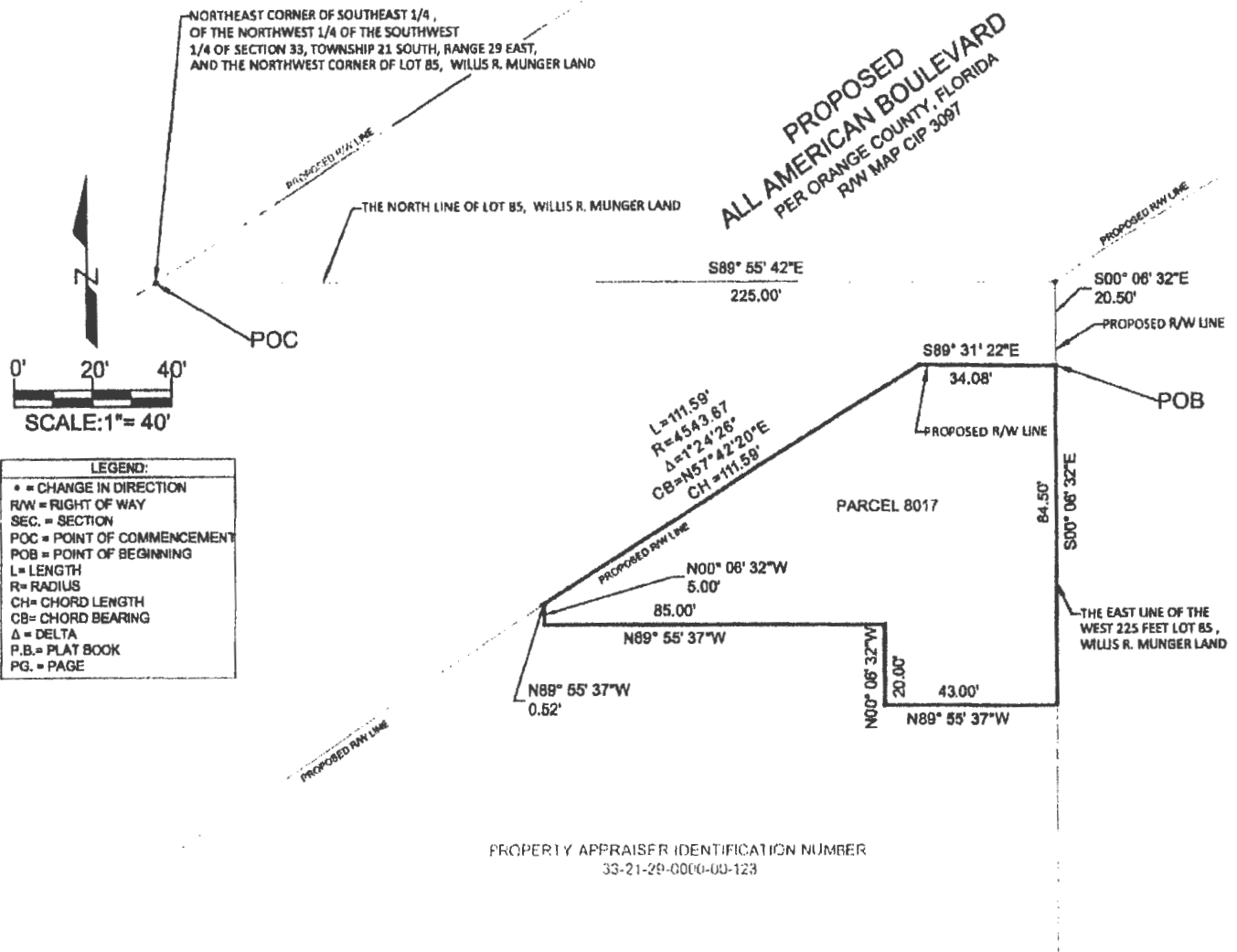
NOT VALID WITHOUT SHEETS 1, 2 AND THE
 ORIGINAL SIGNATURE AND SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.

			ROAD NAME: ALL AMERICAN BLVD		PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: J. Bonilla		TOWNSHIP: 21S			COUNTY PROJECT NUMBER
CHECKED BY: W. Eggerton	REVISIONS:	RANGE: 29E			CIP 3097
APPROVED BY: W. Eggerton		SHEET 1 OF 2			

PH 915 312 000


**SKETCH OF DESCRIPTION
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 2 OF 2**

Schedule C.2



NOTES:

- BEARINGS ARE BASED ON THE NORTH LINE OF LOT 85, BEING SOUTH 89° 55' 42" EAST, PER RIGHT OF WAY MAPS OF ORANGE COUNTY, FLORIDA PROJECT NUMBER C.I.P 3087 ALL AMERICAN BOULEVARD.
- THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, RIGHT-OF-WAY SECTION.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
- NO FIELD WORK HAS BEEN PERFORMED FOR THE PREPARATION OF THIS SKETCH OF DESCRIPTION.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051, FLORIDA ADMINISTRATIVE CODE.

3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.			ROAD NAME: ALL AMERICAN BLVD		PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: 1"=40'
DRAWN BY: J. Bonilla		TOWNSHIP: 21S			COUNTY PROJECT NUMBER CIP 3097
CHECKED BY: W. Eggerton	REVISIONS:	RANGE: 29E			
APPROVED BY: W. Eggerton		SHEET 2 OF 2			



SCHEDULE "C"

~~XXXXXXXXXX~~
~~SCHEDULE B~~

3097 ALL AMERICAN BLVD PARCEL 8017

DRAINAGE EASEMENT

Parcel 8017 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an underground pipe, stormwater pond/retention area and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE 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 underground pipe, stormwater pond/retention area and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the underground pipe, stormwater pond/retention area and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

DEC 14 2021

Instrument: 1017.1/1017A.1

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

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).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the date signed below, by Yagen Rental Properties, LLC, a Virginia limited liability company, whose address is 4455 South Boulevard, Suite 400, Virginia Beach, Virginia, 23452, 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, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

33-21-29-0000-00-123

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 hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

Instrument: 1017.1/1017A.1

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

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

Signed, sealed and delivered in the presence of:

Diane Perez
 Witness
Diane Perez
 Print Name
Chris Vitipil
 Witness
Chris Vitipil
 Print Name

Yagen Rental Properties, LLC
 a Virginia limited liability company,

By College Properties, LLC
 a Virginia limited liability company, Manager

By: W. Gerald Yagen (SEAL)
 W. Gerald Yagen, Manager

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

COMMONWEALTH OF VIRGINIA
 AT LARGE

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this 24th day of November, 2021 by W. Gerald Yagen, Manager of College Properties LLC, a Virginia limited liability company, the sole Manager and Member of Yagen Rental Properties, LLC, a Virginia limited liability company, the Grantor herein, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Sandra Arnetta Moss
 Notary Public
 Print Notary Name: Sandra Arnetta Moss

Notary Registration Number: 7776381

My commission expires: February 28, 2022

This instrument prepared by:
 Anmber Ayub, 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



SCHEDULE "A"

Parcel Number: 1017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the East line of said Lot 3 a distance of 20.50 feet; thence leaving said East line run North 89 degrees 31' 22" West a distance of 34.08 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Southwesterly 148.36 feet along the arc of said curve through a central angle of 01 degrees 52' 15", the chord of said curve bears South 57 degrees 28' 22" West to the end of said curve; thence run South 56 degrees 13' 20" West a distance of 78.93 feet to the West line of aforesaid Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 72.13 feet to the intersection with the centerline of construction of All American Boulevard; thence continue North 00 degrees 06' 32" West along said West line of Lot 3 a distance of 72.03 feet to the Northwest corner of said Lot 3, Middleton Park; thence run South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 110.24 feet to the intersection with the centerline of construction of All American Boulevard; thence continue South 89 degrees 55' 42" East along the North line of said Lot 3 a distance of 114.76 feet to the POINT OF BEGINNING.

Containing 16,202 square feet, (0.3720 acres) more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

Daniel A. Groves

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
2269 LEE ROAD SUITE 200,
WINTER PARK, FLORIDA 32789
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES

CHECKED BY: D.GROVES

PARCEL NO.

SCALE none

DATE: JAN. 21, 2009

DATE: JULY 29, 2009

1017

DATE REVISIONS BY

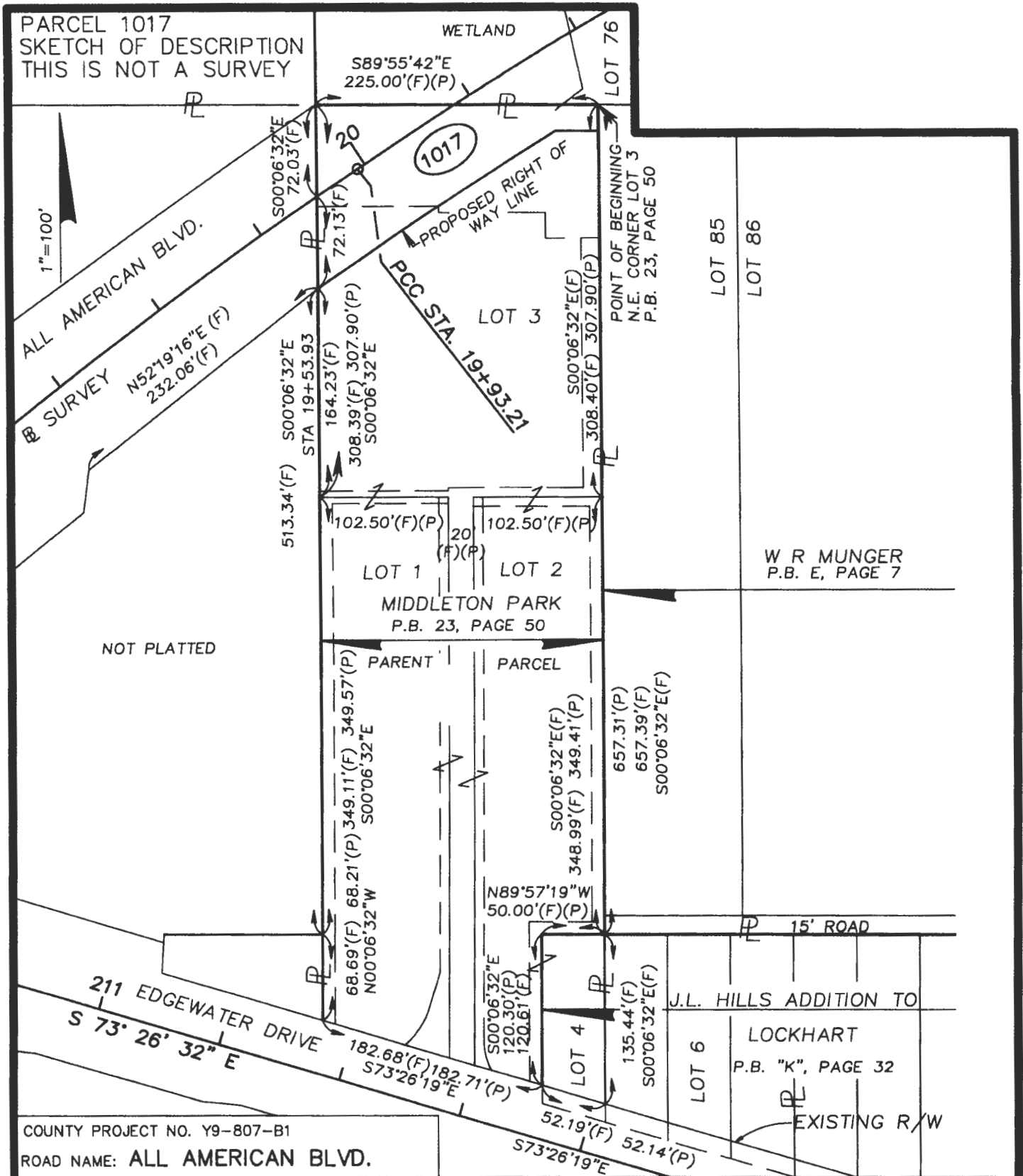
SHEET 1 OF 3

JUL 03 2012

RH 9/13/2021

PROJECT NO. 41689 DRAWING: 1017 SHEET 1 OF 3

PARCEL 1017
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
815 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 29, 2009

PARCEL NO.
1017

DATE REVISIONS BY

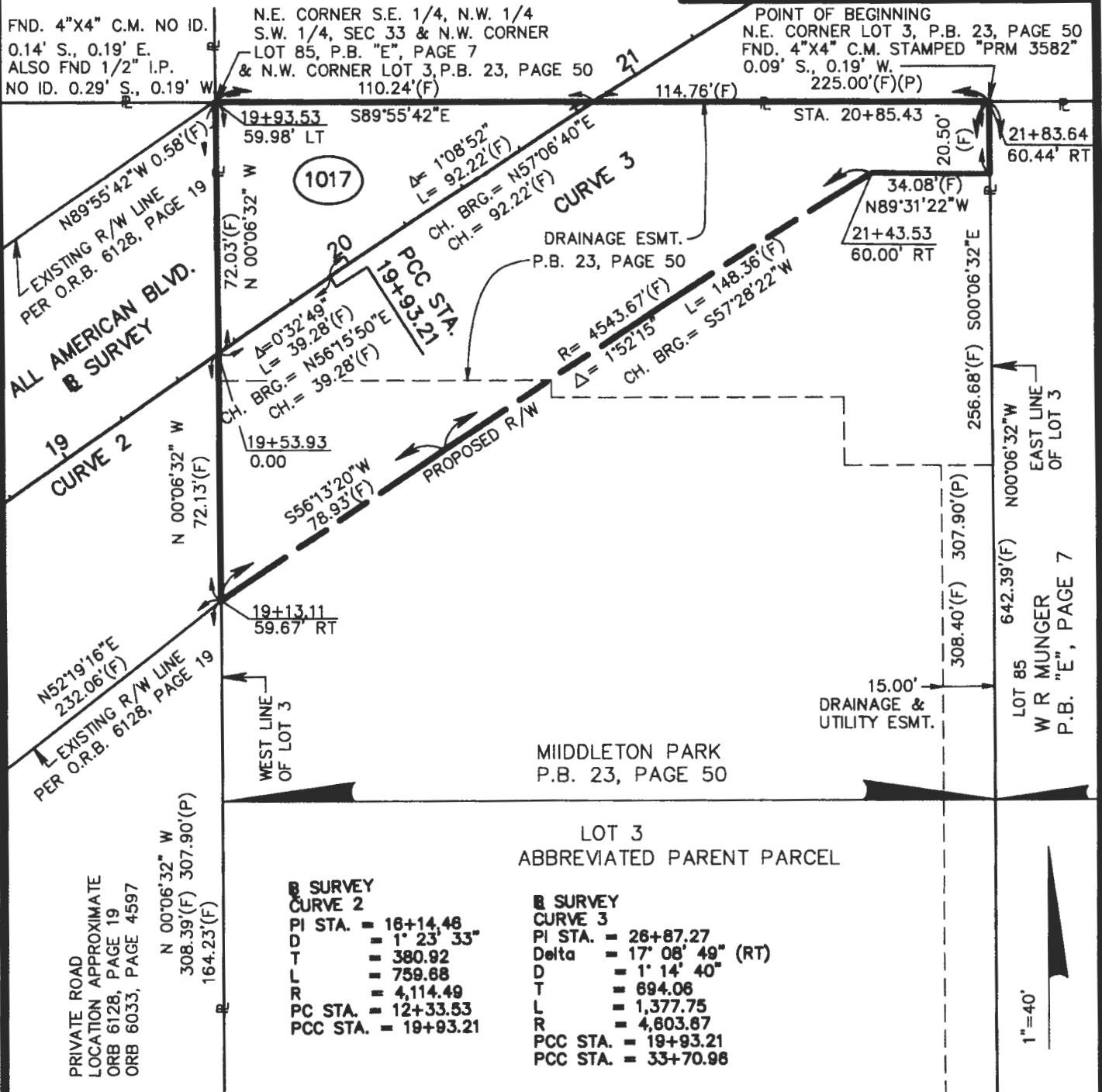
SCALE 1" = 100'

SHEET 2 OF 3

PL 9/13/2021

PROJECT NO. 41689 DRAWING: LEGAL 1017 SHEET TWO

PARCEL 1017



LEGEND			
AC.	ACRE	P.I.	POINT OF INTERSECTION
CH.	CHORD DISTANCE	P.T.	POINT OF TANGENCY
(D)	DEED	R	RADIUS
FD.	FOUND	RGE.	RANGE
(F)	FIELD MEASURE	RT	RIGHT
L	ARC LENGTH	R/W	RIGHT OF WAY
LT	LEFT	S.F.	SQUARE FEET
O.R.B.	OFFICIAL RECORDS BOOK	T	TANGENT LENGTH
P.B.	PLAT BOOK	TWP.	TOWNSHIP
P.C.	POINT OF CURVATURE		

SKETCH OF DESCRIPTION	
THIS IS NOT A SURVEY	
	SECTION 33
	TOWNSHIP 21 SOUTH
	RANGE 29 EAST
	SCALE 1" = 40'
DATE	REVISIONS BY
	SHEET 3 OF 3

214 9/13/2021

PROJECT NO. 1608 DRAWING NO. 1017-INT-10

SCHEDULE "A"

Parcel Number: 1017A

Description:

A part of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run North 00 degrees 06' 32" West along the West line of said Lot 1 a distance of 16.18 feet; thence leaving said West line run South 73 degrees 26' 32" East a distance of 21.54 feet; thence run South 57 degrees 22' 19" East a distance of 55.96 feet to the Northerly right of way line of Edgewater Drive; thence run North 73 degrees 26' 56" West along said Northerly right of way line a distance of 70.68 feet to the POINT OF BEGINNING.

Containing 715 square feet, more or less.

REPRODUCTIONS OF THIS DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

Daniel A. Groves

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
1017A

DATE REVISIONS BY

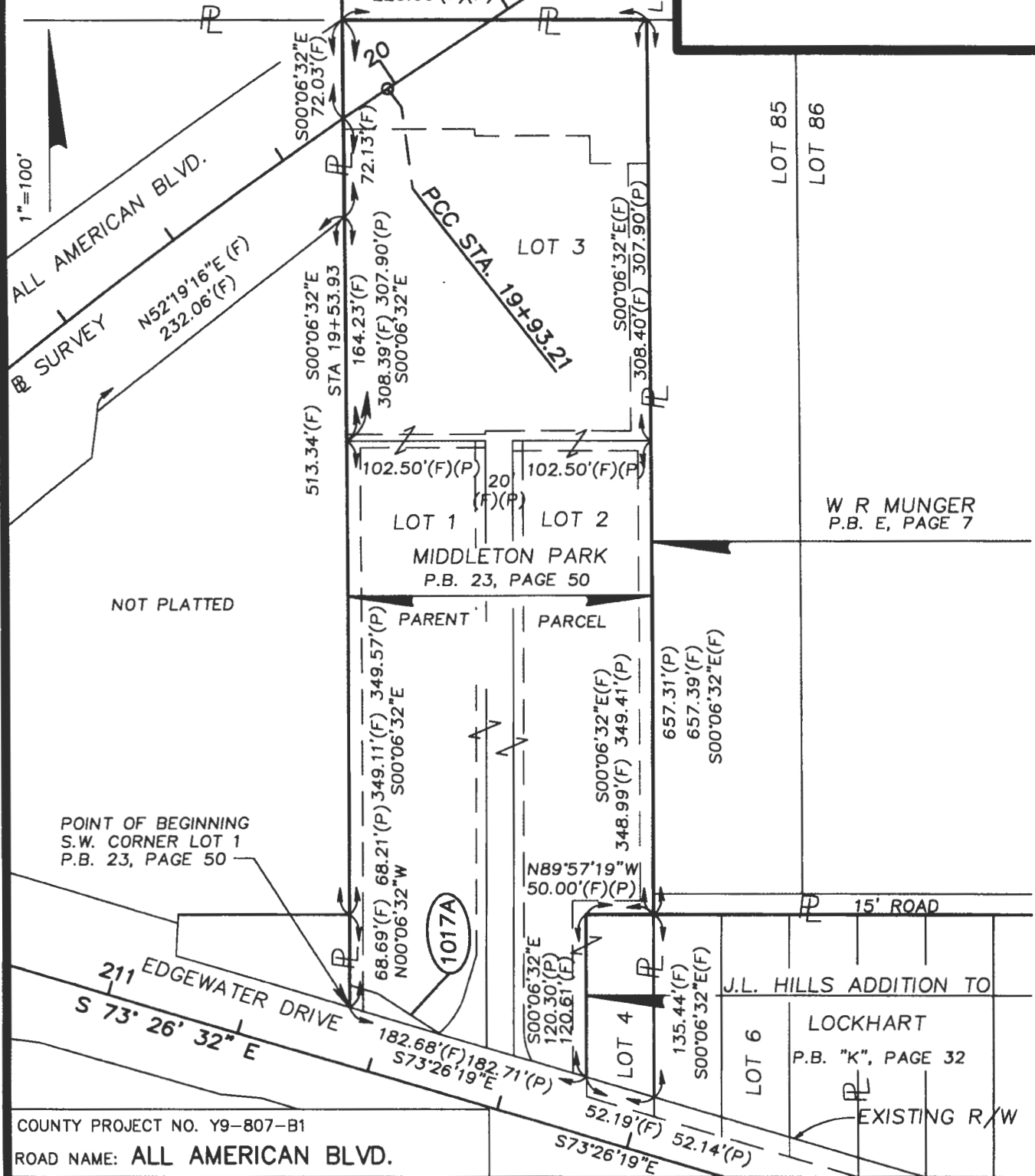
SCALE none

SHEET 1 OF 3

24 9/13/2021

PROJECT NO 41689 DRAWING NO 1017 SHEET 1 OF 3

PARCEL 1017A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



COUNTY PROJECT NO. Y9-807-B1

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT. SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JAN. 21, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
1017A

DATE REVISIONS BY

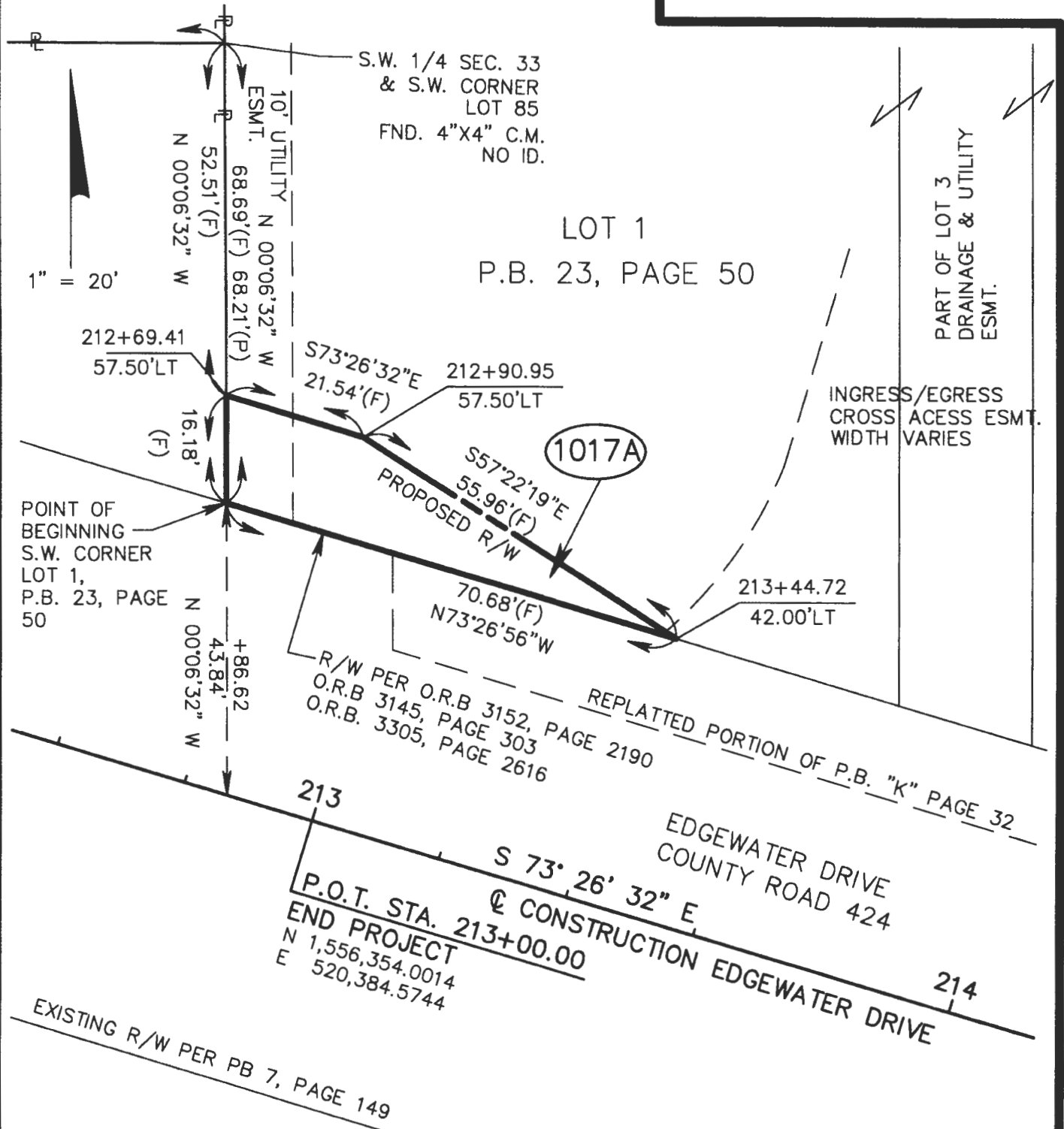
SCALE 1" = 100'

SHEET 2 OF 3

K H 9/3/2011

PROJECT NO. 41689 DRAWING: LEGAL 1017A SHEET 2 OF 3

PARCEL 1017A
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



LEGEND

AC. ACRE
 B. BASELINE
 CH. CHORD DISTANCE
 C.M. CONCRETE MONUMENT
 (D) DEED
 END. FOUND

(F) FIELD MEASURE
 ID. IDENTIFICATION
 L. ARC LENGTH
 LT. LEFT
 N&D NAIL AND DISK
 O.R.B. OFFICIAL RECORDS BOOK
 (P) PLAT
 P.B. PLAT BOOK

P.C.C. POINT OF COMPOUND CURVATURE
 P.I. POINT OF INTERSECTION
 R. RADIUS
 RGE. RANGE
 RT. RIGHT
 R/W. RIGHT OF WAY

T. TANGENT LENGTH
 TWP. TOWNSHIP
 S.F. SQUARE FEET
 STA. STATION

SHEET 3 OF 3

DEC 14 2021

Instrument: 7017.1

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

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).

TEMPORARY DEMOLITION EASEMENT

THIS INDENTURE, made as of the date signed below, by Yagen Rental Properties, LLC, a Virginia limited liability company, whose address is 4455 South Boulevard, Suite 500, Virginia Beach, Virginia, 23452, 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 \$_____ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a Temporary Demolition Easement more particularly defined in Schedule "B" attached over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number(s):

a portion of

33-21-29-0000-00-123

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Instrument: 7017.1

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

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

Signed, sealed and delivered in the presence of:

Yagen Rental Properties, LLC
a Virginia limited liability company,

Diane Perez
Witness

Diane Perez
Print Name

CSA
Witness

Chris Whipl
Print Name

By College Properties, LLC
a Virginia limited liability company, Manager

By: [Signature] (SEAL)
W. Gerald Yagen, Manager

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

COMMONWEALTH OF VIRGINIA
AT LARGE

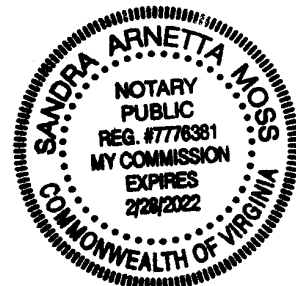
The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this 24th day of November, 2021 by W. Gerald Yagen, Manager of College Properties LLC, a Virginia limited liability company, the sole Manager and Member of Yagen Rental Properties, LLC, a Virginia limited liability company, the Grantor herein, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Sandra Arnetta Moss
Notary Public
Print Notary Name: Sandra Arnetta Moss

Notary Registration Number: 7776381

My commission expires: February 28, 2022

This instrument prepared by:
Anmber Ayub, 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



SCHEDULE "A"

Parcel Number: 7017

Description:

A part of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Middleton Park as shown on the plat thereof as recorded in Plat Book 23, Page 50 of the Public Records of Orange County, Florida, thence run South 00 degrees 06' 32" East along the West line of said Lot 3 a distance of 72.03 feet; thence continue South 00 degrees 06' 32" East along said West line a distance of 72.13 feet to the POINT OF BEGINNING; thence run North 56 degrees 13' 20" East a distance of 78.93 feet; to the beginning of a nontangent curve concave to the Southeasterly and having a radius of 4543.67 feet; thence run Northeasterly 47.61 feet along the arc of said curve through a central angle of 00 degrees 36' 01", the chord of said curve bears North 56 degrees 50' 15" East to the end of said curve; thence run South 00 degrees 02' 50" West a distance of 72.93 feet; thence run North 90 degrees 00' 00" West a distance of 105.40 feet to the intersection with the West line of said Lot 3; thence run North 00 degrees 06' 32" West along said West line a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 4024 square feet, more or less.

REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

Daniel A. Groves

DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

COUNTY PROJECT NO. Y4-810-DB

ROAD NAME: ALL AMERICAN BLVD.



METRIC ENGINEERING, INC.
ENGINEERS - PLANNERS - SURVEYORS
615 CRESCENT EXECUTIVE CT., SUITE 524,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1921

SECTION 33
TOWNSHIP 21 SOUTH
RANGE 29 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: MAY 7, 2009

CHECKED BY: D.GROVES
DATE: JULY 28, 2009

PARCEL NO.
7017

DATE REVISIONS BY

SCALE NONE

SHEET 1 OF 3

214 9/13/2021

PROJECT NO 41689 DRAWING 7017 SHEET 1 OF 3

LH 9/23/2021

POINT OF COMMENCEMENT
N.W. CORNER LOT 3, P.B. 23, PAGE 50
& N.E. CORNER S.E. 1/4, N.W. 1/4
S.W. 1/4, SEC 33 & N.W. CORNER
LOT 85, P.B. "E", PAGE 7

FND. 4"x4" C.M. NO ID.
0.14' S., 0.19' E.
ALSO FND 1/2" I.P.
NO ID. 0.29' S., 0.19' W.

110.24'(F)

N.E. CORNER LOT 3, P.B. 23, PAGE 50
FND. 4"x4" C.M. STAMPED "PRM 3582"
0.09' S., 0.19' W.

19+93.53 S89°55'42"E 59.98' LT 152° 40"E STA. 20+85.43

$\Delta = 108.5^\circ$
 $L = 92.22' (F)$
 $BRG. = N57.06^\circ$
 $92.22' (F)$
CURVE 3

DRAINAGE ESMT.
P.B. 23, PAGE 50

72 S
49°
99+93 ST

AMERICAN
SURVEY

$\Delta = 0.32$
 $\Delta = 39.28$
 $\Delta = N56^{\circ}15'50" E$
 $\Delta = 21.4$

ALL R S
CH. BRG. = 110° 00' 00"
CH. = 39.20
C-1
W LINE
3

19+53.93
0.00
22° E
50' W (F)
6' 32" W
AST L
F LOT

CURVE
 11.13'(F)
 56°13'20"E
 93'(F)
 10°02'55"E
 772.93'
 11.13'(F)
 56°13'20"E
 93'(F)
 10°02'55"E
 772.93'
 11.13'(F)
 56°13'20"E
 93'(F)
 10°02'55"E
 772.93'

POINT OF BEGINNING

$\frac{19+13.11}{59.67}$ RT
 N00°06'32"W
 3.00'(F)

N90°00'00"W
105.40'(F)

N52°19'18"
32.06'(F)
R/W LINE
PAGE 19

23
EXISTING
P. 6128.

T LINE
LOT 3

MIDDLETON PARK

DRAINAGE &
UTILITY ESMT.

LO
WF
P.B

MIDDLETON PARK
P.B. 23, PAGE 50

90' (P) W LOT 3

TE 7 3'32" 307

SURVEY

ABBREVIATED PARENT PARCEL

CURVE 2		B SURVEY			
PI STA. = 16+14.48		CURVE 3			
- 1- 27' 33"		PI STA. = 26+87.27			

[illegible]

STATE R	R	= 4,114.49	T	= 694.06
ATION	PC STA.	= 12+33.53	L	= 1,377.75
6128,	PCC STA.	= 19+93.21	R	= 4,603.67
6033,				
				= 40'

PRIV		PCC STA. = 19+93.21		1
LOCAL		PCC STA. = 33+70.96		
ORB				
ORB				

AC.	ACRE	LEGEND	P.I.	POINT OF INTERSECTION	SKETCH OF DESCRIPTION
-----	------	--------	------	-----------------------	-----------------------

CH.	CHORD DISTANCE	P.T.	POINT OF TANGENCY	CREATION OF DESCRIPTION THIS IS NOT A SURVEY
(D)	DEED	R	RADIUS	
E	EQUINOX	RCE	RANGE	

FD.	FOUND	RGE.	RANGE	SECTION 33 TOWNSHIP 21 SOUTH RANGE 28 EAST
(F)	FIELD MEASURE	RT	RIGHT	
L	ARC LENGTH	R/W	RIGHT OF WAY	

LT	LEFT	S.F.	SQUARE FEET	RANGE 29 EAST
O.R.B.	OFFICIAL RECORDS BOOK	T	TANGENT LENGTH	SCALE 1" = 40'
P.B.	PLAT BOOK	TWP	TOWNSHIP	

P.B. P.C.	FLAT BOOK POINT OF CURVATURE	TWP. TOWNSHIP	DATE	REVISIONS	BY	SHEET 3 OF 3

SCHEDULE "B"
3097 ALL AMERICAN BLVD PARCEL 7017

TEMPORARY DEMOLITION EASEMENT

Parcel 7017 is being acquired as a temporary non-exclusive demolition easement with full authority for GRANTEE to enter upon the lands described in Schedule "A" for the purpose of demolishing or modifying any part of any existing structure and improvements on this Parcel. The demolition or modification will be limited to that necessary to facilitate construction of the project adjacent to the lands described in the attached Schedule "A" in a safe manner. At all times during construction, the GRANTEE will maintain access to the GRANTOR'S remaining lands to the extent practicable to ensure safety during demolition and modification.

Parcel 7017 is also being acquired as a temporary non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE's specifications, with full authority to enter upon, clear, grade, surcharge, excavate and add or remove fill material to the following lands as described in Schedule "A".

After the demolition or modification of the structure(s) and/or improvement(s) on the Parcel is completed, the GRANTEE shall restore any affected lands within the Parcel to a safe and sanitary condition as good as the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction of the project adjacent to the lands described in the attached Schedule "A" or after seven (7) years, whichever occurs first.

DEC 14 2021

Instrument: 8017.1

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

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).

DRAINAGE EASEMENT

THIS INDENTURE, made as of the date signed below, by Yagen Rental Properties, LLC, a Virginia limited liability company, whose address is 4455 South Boulevard, Suite 500, Virginia Beach, Virginia, 23452, 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 \$_____ and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a Permanent Drainage Easement, more particularly defined in Schedule "B" attached over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number(s):

a portion of

33-22-29-0000-00-123

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

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Instrument: 8017.1

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)

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

Signed, sealed and delivered in the presence of:

Witness Diane Perez
 Print Name Diane Perez
 Witness Chris Hipil
 Print Name Chris Hipil

Yagen Rental Properties, LLC
 a Virginia limited liability company,

By College Properties, LLC
 a Virginia limited liability company, Manager

By: W. Gerald Yagen (SEAL)
 W. Gerald Yagen, Manager

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

COMMONWEALTH OF VIRGINIA
 AT LARGE

The foregoing instrument was acknowledged before me in the City of Virginia Beach, Virginia, this 24th day of November, 2021 by W. Gerald Yagen, Manager of College Properties LLC, a Virginia limited liability company, the sole Manager and Member of Yagen Rental Properties, LLC, a Virginia limited liability company, the Grantor herein, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Sandra Arnetta Moss
 Notary Public
 Print Notary Name: Sandra Arnetta Moss

Notary Registration Number: 7776381

My commission expires: February 28, 2022

This instrument prepared by:
 Anmber Ayub, 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



SCHEDULE "A"
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 1 OF 2

SCHEDULE "A"

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY , FLORIDA, ALSO BEING A PART OF LOT 85, WILLIS R. MUNGER LAND AS RECORDED IN PLAT BOOK E, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 , OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AND THE NORTHWEST CORNER OF SAID LOT 85, WILLIS R. MUNGER LAND; THENCE RUN S89°55'42"E, A DISTANCE OF 225.00 FEET ALONG THE NORTH LINE OF SAID LOT 85 TO THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF ALL AMERICAN BOULEVARD AS SHOWN ON ORANGE COUNTY, FLORIDA, RIGHT OF WAY MAPS, CAPITAL IMPROVEMENT PROJECT (CIP) NUMBER 3097; THENCE DEPARTING SAID NORTH LINE OF LOT 85, RUN S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85 AND SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, CONTINUE S00°06'32"E, ALONG THE EAST LINE OF THE WEST 225 FEET OF SAID LOT 85, A DISTANCE OF 84.50 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST 225 FEET OF LOT 85, RUN N89°55'37"W, A DISTANCE OF 43.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 20.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 85.00 FEET; THENCE N00°06'32"W, A DISTANCE OF 5.00 FEET; THENCE N89°55'37"W, A DISTANCE OF 0.52 FEET TO THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE AT A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID PROPOSED RIGHT OF WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 4543.67 FEET, A CENTRAL ANGLE OF 01°24'26" AND A CHORD BEARING AND DISTANCE OF N57°42'20"E, 111.59 FEET) FOR AN ARC DISTANCE OF 111.59 FEET; THENCE CONTINUE S89°31'22"E, ALONG THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,378.12 SQUARE FEET MORE OR LESS

Walter H. Eggerton Jr.

Walter H. Eggerton Jr.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 8674

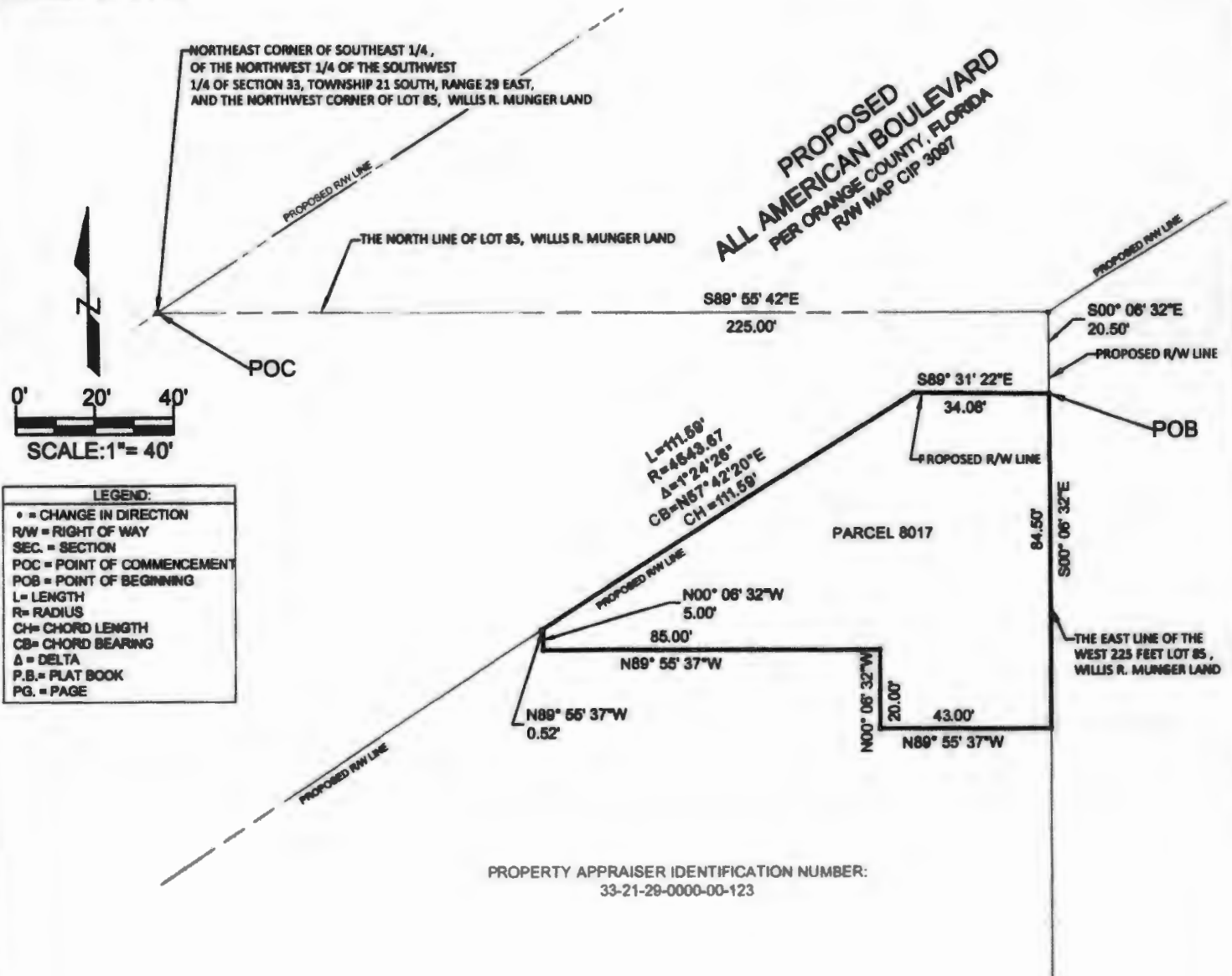
NOT VALID WITHOUT SHEETS 1, 2 AND THE
ORIGINAL SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

			ROAD NAME: ALL AMERICAN BLVD	PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	DRAWING SCALE: N/A
DRAWN BY: J. Bonilla		TOWNSHIP: 21S		COUNTY PROJECT NUMBER
CHECKED BY: W. Eggerton	REVISIONS:	RANGE: 29E		CIP 3097
APPROVED BY: W. Eggerton		SHEET 1 OF 2		




24 9/13/2020

**SKETCH OF DESCRIPTION
ALL AMERICAN BOULEVARD
PARCEL 8017
DRAINAGE EASEMENT
SHEET 2 OF 2**



NOTES:

- BEARINGS ARE BASED ON THE NORTH LINE OF LOT 85, BEING SOUTH 89°55'42" EAST, PER RIGHT OF WAY MAPS OF ORANGE COUNTY, FLORIDA PROJECT NUMBER C.I.P 3097 ALL AMERICAN BOULEVARD.
- THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, RIGHT-OF-WAY SECTION.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
- NO FIELD WORK HAS BEEN PERFORMED FOR THE PREPARATION OF THIS SKETCH OF DESCRIPTION.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.061, FLORIDA ADMINISTRATIVE CODE.

3. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.			ROAD NAME: ALL AMERICAN BLVD		PREPARED FOR: REAL ESTATE MANAGEMENT
DESIGNED BY: W. Eggerton	DATE: 8/17/2020	SECTION: 33	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: 1"=40'
DRAWN BY: J. Bonilla		TOWNSHIP: 21S			COUNTY PROJECT NUMBER CIP 3097
CHECKED BY: W. Eggerton	RANGE: 29E				
APPROVED BY: W. Eggerton	SHEET 2 OF 2				

SCHEDULE "B"

3097 ALL AMERICAN BLVD PARCEL 8017

DRAINAGE EASEMENT

Parcel 8017 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an underground pipe, stormwater pond/retention area and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE 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 underground pipe, stormwater pond/retention area and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the underground pipe, stormwater pond/retention area and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: 11/17/2021

Amount: \$683,286.90

DEC 11/17/21

Project: All American Boulevard (Forest City Rd to Clarcona-Ocoee Rd.)

Parcels: 1017, 1017A, 7017, 8017

Controlling Agency Approval Signature

Date

Printed Name:

Fiscal Approval Signature

Date

Belkys Jorge

Printed Name

TYPE TRANSACTION (Check appropriate block(s))

☒ Pre-Condemnation ☐ Post-Condemnation

☒ N/A District # 2

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

DOCUMENTATION ATTACHED (Check appropriate block(s))

- ☒ Contract
- ☐ Copy of Executed Instruments
- ☒ Certificate of Value
- ☒ Settlement Analysis

American Government Services
Purchase Price/Attorney Fees/Expert
Fees/Closing Costs: \$683,120.90

Orange County Comptroller
Recording fees: \$166.00

Total: \$683,286.90

American Government Services, Inc. \$683,120.90

Orange County Comptroller \$166.00

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

Recommended by **Anmber Ayub** Digitally signed by Anmber Ayub
Date: 2021.11.17 13:27:07 -05'00'

Anmber Ayub, Sr. Title Examiner

Date

Payment Approved **Mindy T. Cummings** Digitally signed by Mindy T. Cummings
Date: 2021.11.17 16:05:24 -05'00'

Mindy Cummings, Manager, Real Estate Management Division

Date

Certified **Enil Rivera**
Approved by BCC **For** Deputy Clerk to the Board

DEC 1 4 2021

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 @ 67036 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 1 4 2021

CERTIFICATION OF VALUE

PROJECT: All American Boulevard

PARCEL: 1017

I hereby certify:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services related this property, as an appraiser or acting in any other capacity, for the 3 year period preceding the date of this report.
5. I have no bias with respect to the property that is the subject of this report or to the parties that are involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
9. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
10. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. Those assisting are named on the following Certificate of Valuation Addendum.
11. That I have not revealed the results of such appraisal to other than the proper officials of Orange County and will not do so until authorized by same or until required by due process of law, or until released from this obligation by having publicly testified as to such results.

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 30th day of August, 2017, is \$313,900, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 16,202 Square Feet (Fee Acquisition)

Land	\$ <u>113,500</u>
Improvements	\$ <u>200,400</u>
Damages and/or	
Cost-To-Cure	\$ <u>0</u>
TOTAL	\$ <u>313,900</u>



September 6, 2017

C. Lee Lobban, MAI

Date

State-certified general real estate appraiser (RZ 1844)

CERTIFICATION OF VALUE

PROJECT: All American Boulevard

PARCEL: 1017A

I hereby certify:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services related this property, as an appraiser or acting in any other capacity, for the 3 year period preceding the date of this report.
5. I have no bias with respect to the property that is the subject of this report or to the parties that are involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
9. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
10. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. Those assisting are named on the following Certificate of Valuation Addendum.
11. That I have not revealed the results of such appraisal to other than the proper officials of Orange County and will not do so until authorized by same or until required by due process of law, or until released from this obligation by having publicly testified as to such results.

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 30th day of August, 2017, is \$16,800, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 715 Square Feet (Fee Acquisition)

Land	\$ <u>5,100</u>
Improvements	\$ <u>4,200</u>
Damages and/or	
Cost-To-Cure	\$ <u>7,500</u>
TOTAL	\$ <u>16,800</u>



September 6, 2017

C. Lee Lobban, MAI
State-certified general real estate appraiser (RZ 1844)

CERTIFICATION OF VALUE

PROJECT: All American Boulevard

PARCEL: 7017

I hereby certify:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services related this property, as an appraiser or acting in any other capacity, for the 3 year period preceding the date of this report.
5. I have no bias with respect to the property that is the subject of this report or to the parties that are involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
9. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
10. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. Those assisting are named on the following Certificate of Valuation Addendum.
11. That I have not revealed the results of such appraisal to other than the proper officials of Orange County and will not do so until authorized by same or until required by due process of law, or until released from this obligation by having publicly testified as to such results.

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 30th day of August, 2017, is \$109,700, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 4,024 Square Feet (Fee Acquisition)

Land	\$ <u>16,700</u>
Improvements	\$ <u>61,600</u>
Damages and/or	
Cost-To-Cure	\$ <u>31,400</u>
TOTAL	\$ <u>109,700</u>



September 6, 2017

C. Lee Lobban, MAI
State-certified general real estate appraiser (R.Z. 1844)

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
 Parcel No(s): 1017, 1017A, 7017, 8017
 Name of Owner(s): Yagen Rental Properties, LLC
 Page No.: 1 of 7

SETTLEMENT ANALYSIS

This Settlement Analysis is prepared for the acquisition of Parcels 1017, 1017A, 7017, and 8017 owned in fee simple by Yagen Rental Properties, LLC, for the purpose of roadway acquisition for All American Boulevard - Forest City Road to Clarcona-Ocoee Road ("Project"). The Orange County Board of County Commissioners approved the Project at its March 21, 2000 board meeting. Real Estate Management received the Certification of Necessity dated April 1, 2004 from Orange County Public Works Department.

The construction plans for the new All American Boulevard extension shows the roadway to be realigned to the west of the current All American Boulevard. The proposed roadway will be a four lane urban roadway with landscaped medians, designated turn lanes, a stormwater collection system with stormwater management ponds and 5-foot wide concrete sidewalks on both sides of the roadway.

County's Appraised Value

<u>Parcel 1017</u>		
Land:	16,202 S.F.	\$ 113,500.00
Improvements:	1,536 S.F. of converted warehouse building; 252 S.F. of concrete ramp; 260 S.F. of asphalt pavement; 346 LF of 6' chain link fence with 3 strand barbed wire, 21 LF of 24' RCP outfall pipe; 24' outfall structure; 136 LF of 4" force main; 6 LF of pavement marking and 7,210 S.F. of retention pond.	\$ 200,400.00
Cost-to-Cure:	N/A	\$ 0.00
Other Damages:	N/A	<u>\$ 0.00</u>
Total Appraisal Value – Parcel 1017		\$ 313,900.00
<u>Parcel 1017A</u>		
Land:	715 S.F.	\$ 5,100.00
Improvements:	712 S.F. of Bahia sod; (2) backflow preventers; and 15 LF of 4" force main	\$ 4,200.00
Cost-to-Cure:	Re-establish (2) backflow preventers; relocate business sign; sod disturbed area (500 S.F.); and 10" contingency	\$ 7,500.00
Other Damages:	N/A	<u>\$ 0.00</u>
Total Appraisal Value – Parcel 1017A		\$ 16,800.00

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
Parcel No(s).: 1017, 1017A, 7017, 8017
Name of Owner(s): Yagen Rental Properties, LLC
Page No.: 2 of 7

<u>Parcel 7017</u>		
Land:	4,024 S.F.	\$ 16,700.00
Improvements:	464 S.F. of converted warehousing building; 131 S.F. of concrete ramp; concrete steps with landing; metal steps with landing; 3,053 S.F. of asphalt pavement; 307 S.F. of Bahia sod; 6 LF of concrete curb; and 7 LF of 4' force main.	\$ 61,600.00
Cost-to-Cure:	Survey; permitting; remove paving and repave (4,575 S.F.); and 6" concrete curb (144 LF); and 6' chain link fence with barbed wire; 12' chain link swing gate; add end post at SE corner; parking lot striping; sod disturbed areas; landscape buffer; general conditions; and 10% contingency	\$ 31,400.00
Other Damages:	N/A	\$ 0.00
Total Appraisal Value – Parcel 7017		\$ 109,700.00

<u>Parcel 8017</u>		
Land:	6,378 S.F.	\$ 40,182.16
Improvements:	On site retention area/ancillary improvements.	\$ 16,000.00
Cost-to-Cure:	N/A	\$ 0.00
Other Damages:	N/A	\$ 0.00
Total Cost Estimate – Parcel 8017		\$ 56,182.16
Total Appraisal Value and Cost Estimate – All Parcels		\$ 496,582.16

Owner's Requested Amount — Initial

Parcel Amount:	\$ 550,000.00
Business Damages	\$ 2,307,294.44
Attorney Fees:	\$ 43,239.24
Total Owner's Requested Amount—Initial:	<u>\$2,900,533.68</u>

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
Parcel No(s): 1017, 1017A, 7017, 8017
Name of Owner(s): Yagen Rental Properties, LLC
Page No.: 3 of 7

Owner's Requested Amount — After Negotiations

Parcel Amount:	\$ 556,182.16
Expert Fees:	\$ 60,944.50
Attorney Fees:	\$ 61,779.24
Total Owner's Requested Amount—After Negotiations:	<u>\$ 678,905.90</u>

Probable Range of Testimony/Compensation, if Condemned

County:	\$ 496,582.16
Owner:	\$2,900,533.68
Delta:	\$2,403,951.52

Potential Costs of Condemnation, if Condemned (beyond sunk costs)

Appraisal Update Fees and OT Testimony (County):	\$ 9,000.00
Statutory Attorney Fees (Owner):	\$ 306,312.34
Business Damages (Owner):	\$ 0.00
Expert Witness Fees (Owner):	\$ 75,000.00
Expert Witness Fees & Trial Preparation (County) (Appraisal):	\$ 23,000.00
Expert Witness Fees & Trial Preparation (County) (Engineering & Other):	\$ 22,000.00
Other: Witness Fees For Fee Hearing (County) (Business Damage Expert):	\$ 18,000.00
Total Potential Costs of Condemnation, if Condemned (beyond sunk costs):	<u>\$ 453,312.34</u>
Total Potential Costs of Acquisition, if Condemned (beyond sunk costs):	<u>\$ 3,310,606.78</u>

Recommended Settlement Amount **\$ 678,905.90**

EXPLANATION OF RECOMMENDED SETTLEMENT

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

The subject property is located on the north side of Edgewater Drive, approximately 650± feet east of Clarcona Ocoee Road within unincorporated Orange County. The subject property's parent tract contains a total of 3.830± acres consisting mostly of usable uplands. Access to the subject property is available by one full two-way ingress-egress driveway connection on Edgewater Drive. The subject property is zoned Industrial (I-2/I-3) and has a future land use designation of Industrial. The subject property is a conforming use and is compatible with the future land use designation.

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
Parcel No(s): 1017, 1017A, 7017, 8017
Name of Owner(s): Yagen Rental Properties, LLC
Page No.: 4 of 7

The subject parent tract is improved with two, two-story office buildings containing a combined 38,420± square feet and a single one story pre-engineered steel building utilized for warehouse/classroom space containing 2,000± square feet. The property had previously been operated as a technical college known as the Centura Institute but is currently vacant and listed for sale. The building improvements were constructed between 1989 and 1992 and are considered to be in good condition. The buildings contain a combined 40,420 net rentable square feet.

Additional improvements include 191 paved parking spaces, paved driveways, concrete curbs, high-intensity sodium site lamps on poles, irrigated landscaped islands and green areas, storm water drainage system with onsite retention pond, a large pylon business sign, a For Sale sign, perimeter chain link fencing, and a cross chain link fence with roll gates located between the two-story office buildings and the pre-engineered warehouse/classroom building.

The acquisition areas are comprised of two fee simple acquisitions (Parcels 1017 & 1017A), a temporary demolition easement (Parcel 7017), and a permanent drainage easement (Parcel 8017).

Parcel 1017 is a fee simple acquisition and is located towards the rear (north) end of the property. It is a triangularly-shaped tract that contains 16,202 square feet or 0.372 acres. Improvements in the take include a large portion of the pre-engineered warehouse/classroom building and concrete ramp, a substantial portion of the onsite retention pond including outfall drainage structure, pipe and mitered end section, a portion of the 4" force main, three parking spaces, asphalt paving, and chain link fencing.

Parcel 1017A is also a fee simple acquisition and is located towards the front (southwest) corner of the property near the main entrance off Edgewater Drive. It is a triangularly-shaped tract that contains 715 square feet or 0.016 acres. Improvements in the take include a portion of the 4" force main, two back flow preventers, fire hydrant, sod, and a portion of the pylon business sign.

Parcel 7017 is a temporary demolition easement (TDE) acquisition, and is contiguous to Parcel 1017 and is located on the north end of the property. It is a triangularly shaped tract that contains 4,024 square feet or 0.092 acres. The TDE will be used to complete the removal of the severed/impacted building improvements caused by Parcel 1017. Improvements in the take include the remnants of the pre-engineered warehouse/classroom building and concrete ramp, metal steps, asphalt paving, curbing, and a portion of the 4" force main.

Parcel 8017 is a permanent drainage easement (PDE) acquisition and is located along the north side of Edgewater Drive, 650' ± east of Clarcona Ocoee Road. It is a polygon shaped tract that contains 6,378 square feet or 0.146 acres. It is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain an underground pipe, stormwater pond/retention area. (Note: this parcel was not contemplated until September 2020. All negotiations prior to September 2020 excluded this parcel.)

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
Parcel No(s): 1017, 1017A, 7017, 8017
Name of Owner(s): Yagen Rental Properties, LLC
Page No.: 5 of 7

An original offer was made to the landowner in April 2013 for then appraised value of \$368,972: \$127,231 for land, \$185,072 for site improvements, and \$56,669 for cost to cure. The County did not receive a counter offer for the land, the improvements, nor the cost to cure items. However, the landowner stated that they would waive all business damage claims if the County granted the landowner and western adjoining property owner a full median opening and shared access driveway connection off of the future extension to All American Boulevard as a partial cure. The landowner's attorney claimed the new road design on Edgewater Drive called for a deceleration/right hand stacking lane to be constructed adjacent to his client's driveway which would impede ingress/egress to their property causing additional damages to the parent tract. To cure the situation, the landowner's engineer proposed the existing driveway off of Edgewater Drive be used as an entrance only and for the County to grant a full median opening and shared driveway connection off of All American Boulevard to be used an exit and alternate entrance.

The landowner filed a business damage claim, based on the loss of the rear building structure and altered access. The County requested additional support information, but such information was never received. Additionally, the County discovered that the tenant, Employment Services, Inc. d/b/a Centura Institute had vacated the property. As such, the County denied the business damages claim.

In December 2016, the landowner's attorney contacted the County to resume negotiations. He presented two different global counter offers for Parcels 1017, 1017A and 7017. One global counter offer was in the amount of \$1,150,000, plus fees and costs, with a building cure. The other global counter offer presented was in the amount of \$2,290,000, plus fees and costs, without a building cure. The offers were both contingent upon the County granting full median access and shared driveway connection off of the future extension to All American Boulevard and both offers included \$550,000 as compensation for the originally designated acquisition areas plus applicable business damages.

As the Orlando real estate market had rebounded since the original offer (April 2013) and real estate values had increased substantially, the County performed a new appraisal report, which confirmed the substantial increase in value. In January 2018, the County presented a new (second) offer of \$440,400. The landowner's attorney made a global counter offer of \$614,605.87, which included \$500,000: for land, improvements, and cost to cure items; statutory fees of \$43,239.24 (based on the original offer of \$368,972); and \$71,366.63 for expert fees (which included \$38,632.25 for Business Damage Expert/CPA fees). The counter offer was contingent upon the County granting a full median opening and shared access driveway connection to the future extension to All American Boulevard over the adjoining property to the west.

Negotiations continued and the County presented a tentative global counter offer of \$575,982.62 (\$614,605.87 less the \$38,623.25 Business Damage Expert/CPA fees) subject to the following conditions:

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
Parcel No(s): 1017, 1017A, 7017, 8017
Name of Owner(s): Yagen Rental Properties, LLC
Page No.: 6 of 7

1. The County to grant the requested median opening and shared driveway connection off of the extension to All American Boulevard.
2. The tenant, Employment Services, Inc. d/b/a Centura Institute to release in writing their business damage claim as part of the global settlement.
3. The County to obtain a satisfactory Phase I, and if needed, Phase II Environmental Site Assessment.
4. All title encumbrances to be released/subordinated for the taking areas prior to obtaining BCC approval.

The landowner's attorney then counter offered at \$599,739.62: \$500,000 for land, improvements, and cost to cure items; \$43,239.24 for statutory attorney fees; and \$56,500.38 for expert fees and costs.

Based on a new title update and a review of drainage calculations serving the property, it was discovered that a previously existing County drainage easement was terminated in the 1990's, due to the vacation of a plat. The construction plans called for installation of drainage structures within this drainage easement area to accommodate the property's drainage after construction. Therefore, a new parcel had to be acquired to facilitate the required drainage structures and adequate drainage of the remainder property. This parcel is identified as Parcel 8017. This additional parcel was valued by the County's Appraisal Section and negotiated with the landowner's legal counsel at \$56,182.16: \$40,182.16 for land and \$16,000 for existing improvements.

With the addition of parcel 8017, the total value of all the parcels is \$556,182.16 plus attorney fees and expert costs. The landowners and their attorney have agreed to settle on this amount, plus attorney's fees and expert costs. With the original offer of \$368,972, statutory attorney's fees amount to \$61,779.24. Expert costs, including a partial payment for the business damage expert are \$60,944.50. Therefore, the total of the acquisitions amounts to \$678,905.90.

Ordinance 92-29 Analysis: The recommended purchase price is \$678,905.90. This purchase is subsequent to the adoption of the Certification of Necessity for the Project, but prior to the institution of a condemnation suit (Section 1, Ordinance 92-29). Even though the settlement amount is above the County's appraised value, it is estimated that litigation of these parcels could cost the County an additional \$453,312.34. The proposed settlement above appraised value is consistent with other settlements reached by the County for fee, TDE's, and PDE's on this and other current road projects. This acquisition is necessary for the widening of All American Boulevard and acquiring these parcels avoids incurring additional expert and legal fees, is practical, and is in the best economic interests of the County. It is recommended that this settlement be approved in the total amount of \$678,905.90. The BCC will have to review and approve this acquisition since the purchase price is over the \$500,000 threshold.

Project: All American Boulevard (Forest City Road to Clarcona-Ocoee Road)
Parcel No(s): 1017, 1017A, 7017, 8017
Name of Owner(s): Yagen Rental Properties, LLC
Page No.: 7 of 7

Recommended by: **Kenneth T. Woods** Digitally signed by Kenneth T. Woods
Date: 2021.08.11 07:26:31 -04'00'
Kenneth T. Woods Date
Acquisition Agent, Real Estate Management Division

Recommended by: **Robert K. Babcock** Digitally signed by Robert K. Babcock
Date: 2021.08.16 16:08:08 -04'00'
Robert K. Babcock Date
Acquisition Supervisor, Real Estate Management Division

Approved by: Alex Feinman Date
Assistant Manager, Real Estate Management Division

Or approved by: **Mindy T. Cummings** Digitally signed by Mindy T. Cummings
Date: 2021.08.17 08:34:39 -04'00'
Mindy T. Cummings Date
Manager, Real Estate Management Division

Approved by: **Czapka, Damian** Digitally signed by Czapka, Damian
Date: 2021.08.18 10:18:23 -04'00'
Damian E. Czapka, P.E. Date
Chief Engineer, Right-of-Way Section, Public Works Department

Approved by: **SCOTT R. MCHENRY** Digitally signed by SCOTT R. MCHENRY
Date: 2021.09.17 08:19:38 -04'00'
Scott R. McHenry Date
Assistant County Attorney, Orange County Attorney's Office