



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: May 17, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *RS*
Real Estate Management Division

FROM: Erica L. Guidroz, Acquisition Agent *RKB for EG*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND WARRANTY DEED BETWEEN SOLID ROCK BAPTIST CHURCH OF ALTAMONTE SPRINGS, INC. AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Little Wekiva Stormwater Treatment Area

District 2

PURPOSE: Acquisition of this parcel will provide for access, construction, operation, and maintenance of a water quality improvement project known as the Little Wekiva Stormwater Treatment Area

ITEMS: Contract for Sale and Purchase (Parcel 901)

Warranty Deed (Instrument 901.1)
Cost: \$298,000
Size: 3.95 acres

BUDGET: Account No.: 1023-068-2439-6110

Real Estate Management Division
Agenda Item 4
May 17, 2018
Page 2

FUNDS: \$300,275.50 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Environmental Protection Division

REMARKS: Grantor to pay documentary stamp tax.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 05 2018

Prepared by:

Jennifer Nendza an employee of
First American Title Insurance Company
2233 Lee Road, Suite 110, Winter Park, Florida 32789

Return to: Grantee

File No.: 2021-4040634

Project: Lake Lotus STA
Instrument: 901.1

WARRANTY DEED

THIS WARRANTY DEED is made this August 30th, 2018, between

Solid Rock Baptist Church of Altamonte Springs, Inc., a Florida non-profit corporation,

Having a business address at: 8801 Magnolia Homes Road, Orlando, Florida 32810

("Grantor"). and

Orange County, a charter county and political subdivision of the state of Florida

Having a mailing address of: P.O. Box 1393, Orlando, Florida 32802 ("Grantee"),

Witnesseth, that the said grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, as granted, bargained, sold, remised, released, conveyed and confirmed unto said "grantee", its successors and assigns forever, following described land, situate, lying and being in the County of **Orange**, State of **Florida**, to-wit:

See Attached Exhibit "A"

Parcel Identification Number: 28-21-29-0000-00075

Subject, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirement imposed by governmental authorities, if any.

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

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all monetary encumbrances except taxes accruing subsequent to December 31st of 2017. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons.

In Witness Whereof, the Grantor has caused this Warranty Deed to be executed as of the day and year first above written.

Solid Rock Baptist Church of Altamonte Springs,
Inc., a Florida non-profit corporation,

Michael B. Bardwell

By: Michael B. Bardwell
Its: President

Signed, sealed and delivered in our presence:

Jennifer Nendza
Witness Signature

Print Name: JENNIFER NENDZA

Elizabeth P Jackson
Witness Signature

Print Name: Elizabeth P Jackson

State of Florida

County of Orange

The Foregoing Instrument Was Acknowledged before me on 8/30/18, by
Michael B. Bardwell, who is the President of Solid Rock Baptist Church of Altamonte
Springs, Inc., a Florida non-profit corporation, who is personally known to me or has
produced a valid Driver's License as identification.

Jennifer Nendza
Notary Public

JENNIFER NENDZA

(Printed Name)

My Commission expires: _____




{Notarial Seal}

LEGAL DESCRIPTION**EXHIBIT "A"****Parcel 901****Estate: Fee Simple****Purpose: Retention Area**SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 OF 3 FOR SURVEYOR'S NOTES

That parcel of land lying in the West half of the Northwest quarter of Section 28, Township 21 South, Range 29 East, Orange County, Florida, also being a portion of the parcel described in Official Record Book 5979, Page 3976, Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 28, Township 21 South, Range 29 East, Orange County, Florida, being a found 4" X 4" concrete monument with iron pipe, no ID; thence run South 00 degrees 20 minutes 41 seconds West along the west line of the said Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 28 a distance of 690.51 feet to the North right of way line of Calloway Drive as described in the plat of RIVERSIDE ACRES THIRD ADDITION, as recorded in Plat Book V, Page 35, of the Public Records of Orange County, Florida; thence run North 89 degrees 53 minutes 52 seconds West along said North right of way line a distance of 144.04 feet to the point of curvature of a tangent curve concave Northeasterly, thence run Northwesterly along said curve having a radius of 164.38 feet, a central angle of 40 degrees 39 minutes 31 seconds, an arc length of 116.65 feet, a chord bearing of North 69 degrees 34 minutes 06 seconds West and a chord distance of 114.22 feet to the point of reverse curvature of a curve along said right of way line, concave Southwesterly, thence run Westerly along said curve having a radius of 386.67 feet, a central angle of 00 degrees 42 minutes 55 seconds, an arc length of 4.83 feet, a chord bearing of North 49 degrees 35 minutes 48 seconds West and a chord distance of 4.83 feet to the point of intersection of the North right of way line of Calloway Drive of said plat and the West line of the East 255.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28, said line being parallel and perpendicular to the West line of said Southeast quarter of the Northwest quarter of the Northwest quarter of Section 28; thence run North 00 degrees 20 minutes 41 seconds East along said West line of the East 255.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28 a distance of 556.62 feet; thence run South 89 degrees 36 minutes 10 seconds East a distance of 27.00 feet to the West line of the East 228.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28, said line being parallel and perpendicular to the West line of said Southeast quarter of the Northwest quarter of the Northwest quarter of Section 28; thence run North 00 degrees 20 minutes 41 seconds East along said West line of the East 228.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28 a distance of 92.40 feet to a point lying on the North line of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28; thence run South 89 degrees 36 minutes 10 seconds East, along said North line a distance of 228.00 feet to the Point of Beginning.

Containing 172,257.27 square feet, 3.95 acres more or less.

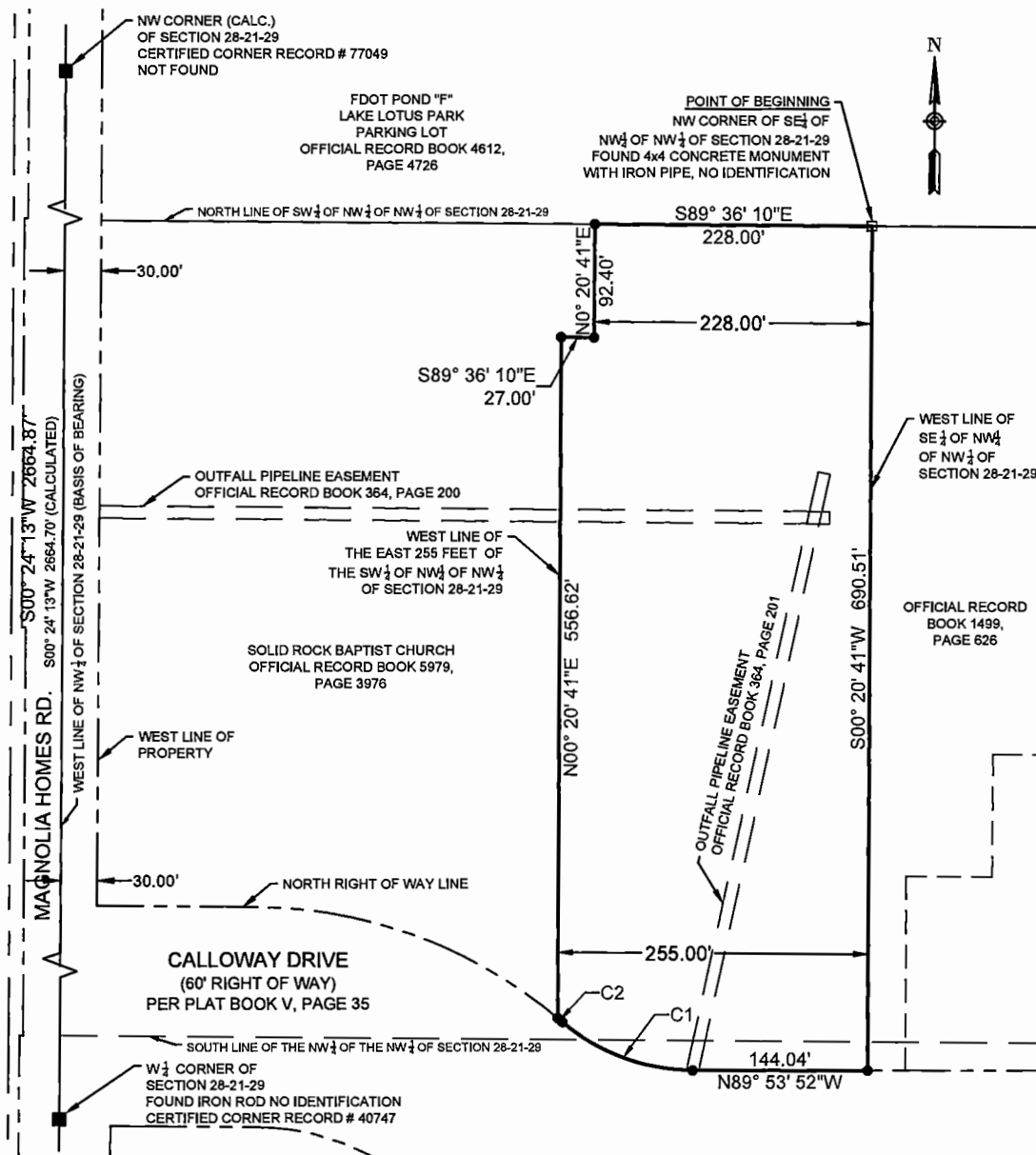
PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION			
DRAWN BY: Washington	DATE: 3/30/17	SECTION: 28	SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		DRAWING SCALE: NTS
CHECKED BY: Daynes	JOB No: 7925	TOWNSHIP: 21			PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 29			7925
REVISION DATE:	7925 Little Wekiva River	SHEET 1 OF 3			

SKETCH OF DESCRIPTION

Parcel 901

Estate: Fee Simple

Purpose: Retention Area



Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C1	116.65'	164.38'	40°39'31"	N69° 34' 06"W	114.22'
C2	4.83'	386.67'	0°42'55"	N49° 35' 48"W	4.83'

LEGEND

- CHANGE IN DIRECTION, POINT NOT SET
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR SURVEYOR'S NOTES

PREPARED FOR:
Engineering -
Design Section

DRAWN BY: Washington
CHECKED BY: Daynes
APPROVED BY: Daynes
REVISION DATE:

DATE: 3/30/17
JOB No: 7925
DRAWING FILE:
7925 Little Wekiva River

SECTION: 28
TOWNSHIP: 21
RANGE: 29
SHEET 2 OF 3

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



DRAWING SCALE:
1"=150'
PROJECT NUMBER
7925

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 6J-17, F.A.C., PURSUANT TO CHAPTERS 177 AND 472, OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE: 3/30/17
Mark A. Daynes
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 6J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

LEGAL DESCRIPTION

Parcel 901

Estate: Fee Simple

Purpose: Retention Area

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NW $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, S00°24'13" W (CALCULATED), ALSO BEING THE CENTERLINE OF MAGNOLIA HOMES ROAD. THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS2007) ADJUSTMENT, AS ESTABLISHED FROM A TOPNET GNSS NETWORK (L-NET) AND RELATIVE TO THE FOLLOWING PUBLISHED HORIZONTAL CONTROL POINTS:

NW CORNER OF 28-21-29
CALCULATED BASED ON CCR# 77049 (NOT FOUND)
N: 1565678.229 E: 519070.056

W $\frac{1}{4}$ CORNER OF 28-21-29
CCR # 40747 - FOUND IRON ROD, NO ID
N: 1563013.527 E: 519051.279

2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY THE ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
4. ALL MEASUREMENTS ARE IN U.S. FEET.

PREPARED FOR: Engineering Design Section

ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION

DRAWN BY: Washington

DATE: 3/30/17

SECTION: 28

CHECKED BY: Daynes

JOB No: 7925

TOWNSHIP: 21

APPROVED BY: Daynes

DRAWING FILE:

RANGE: 29

REVISION DATE:

7925 Little Wekiva River

SHEET 3 OF 3

SURVEY SECTION

4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



DRAWING SCALE:
NTS

PROJECT NUMBER
7925

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: May 7, 2018

Project: Lake Lotus STA

Parcels: 901

Total Amount: \$300,275.50

Charge to Account # 1023-068-2439-6110 Amount \$ 300,275.50

_____ Amount \$ _____

Engineering Approval _____ Date _____

Fiscal Approval _____ Date _____

TYPE TRANSACTION (Check appropriate block{s})

☐ Pre-Condensation ☐ Post-Condensation ☒ N/A Not Applicable 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/Agreement
- ☐ Copy of Executed Instruments
- ☒ Certificate of Value
- ☒ Settlement Analysis

First American Title Insurance Company

Purchase Price \$298,000.00

Closing Costs/Title Insurance \$2,240.00

Orange County Comptroller
Recording Fees \$35.50

Total \$ 300,275.50

Payable to: First American Title Insurance Company, 2233 Lee Road, Suite 110, Winter Park, FL 32789

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

Recommended by Erica Guidroz
Erica L. Guidroz, Acquisition Agent

5-18-18
Date

Approved by Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

5/18/18
Date

Certified Katie Smith
Approved by BCC Deputy Clerk to the Board

JUN 05 2018
Date

Examined/Approved _____
Comptroller/Government Grants

CHECK No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 05 2018

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: May 7, 2018

Project: Lake Lotus STA

Parcels: 901

Total Amount: \$300,275.50

Charge to Account # 1023-068-2439-6110 Amount \$ 300,275.50

_____ Amount \$ _____

Engineering Approval Marie Godette Date 5/21/2018
Fiscal Approval Marie Godette Date _____

TYPE TRANSACTION (Check appropriate block(s))
☐ Pre-Condemnation ☐ Post-Condemnation ☒ N/A Not Applicable District # 2

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

First American Title Insurance Company

Purchase Price \$298,000.00

Closing Costs/Title Insurance \$2,240.00

Orange County Comptroller
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Recommended by Erica Guidroz
Erica L. Guidroz, Acquisition Agent

5-18-18
Date

Approved by Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

5/18/18
Date

Certified
Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved _____
Comptroller/Government Grants

CHECK No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if there are any questions.

Project: Lake Lotus Sta
Parcel No: 901
Name of Owner: Solid Rock Baptist Church of Altamonte Springs, Inc.
Page No.: 1

SETTLEMENT ANALYSIS

	Pre-Condernnation
<u>X</u>	Not Under Threat

County's Appraised Value

Parcel 901

Land: 3.95 AC.	\$276,500
Improvements: 3 Swing Gates, Chain link fence, 3 board fence with mesh	\$ 13,000
Cost-to-Cure: Reestablish 676 LF 3 board fence with mesh	\$8,500
Other Damages: N/A	\$ 0
 Total Appraisal Value – Parcel 901	 \$298,000

Total Appraisal Value – Parcel 901	<u>\$ 298,000</u>
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Owner's Requested Amount—Initial

Owner's Counter Offer (Global):	\$ 337,000
 Total Owner's Requested Amount—Initial:	 <u>\$ 337,000</u>

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global):	\$ 298,000
 Total Owner's Requested Amount—After Negotiations:	 <u>\$ 298,000</u>

Probable Range of Testimony

County:	\$ N/A
Owner:	\$ N/A

Project: Lake Lotus Sta
Parcel No: 901
Name of Owner: Solid Rock Baptist Church of Altamonte Springs, Inc.
Page No.: 2

Potential Additional Costs if Condemned

Appraisal Update Fees and OT Testimony (County):	N/A
Statutory Attorney Fees (Owner):	N/A
Business Damages (Owner):	N/A
Expert Witness Fees (Owner):	N/A
Expert Witness Fees & Trial Preparation (County) (Appraisal):	N/A
Expert Witness Fees & Trial Preparation (County) (Engineering & Other):	N/A
Other: N/A	N/A
Total Potential Costs of Condemnation:	N/A
Total Potential Judgment if Condemned: (Owner testimony +Costs)	N/A

Recommended Settlement Amount **\$ 298,000**

EXPLANATION OF RECOMMENDED SETTLEMENT

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

The property owner accepted the County's appraised value offer.

Recommended by: Erica Guidroz Date: 5-8-18
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 5-8-18
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: Paul Sladek Date: 5/17/18
Paul Sladek, Manager, Real Estate Mgmt. Division

ORANGE COUNTY REAL ESTATE MANAGEMENT DIVISION
REVIEW APPRAISER'S STATEMENT

AGENT'S COPY

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
901	Lake Lotus STA	8801 Magnolia Homes Road	Solid Rock Baptist Church of Altamonte Springs, Inc.	

A. I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have not performed professional services regarding the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed, and this review report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

	1	2	3	4
APPRAISER	K. Soltys			
DATE OF REPORT	12-7-2017			
PURPOSE*	A			
PROPERTY TYPE	Residential			
ACQUISITION SIZE:	3.95 acres			
APPRAISAL DOV	9-7-2017			
APPRAISAL TOTAL:	\$298,000			
LAND	\$276,500			
IMPROVEMENTS	\$13,000			
COST TO CURE	\$8,500			
DAMAGES	\$N/A			
REVIEWER	D. Henderson			

*Purpose: A=Neg., B=Rev. Neg., C=2nd Rev. Neg., D=OT, E=Rev. OT, F=DOD, G=Rev. DOD, H=2nd Rev/DOD, O=Owner Report, R=Rev. Owner Report, X=Other.

CONCLUSION OF VALUE: \$298,000.00

ALLOCATION:

LAND \$276,500.00

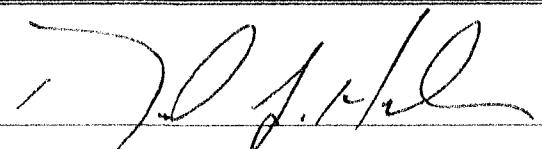
IMPROVEMENTS \$13,000.00

COST TO CURE \$8,500.00

DAMAGES \$N/A

UNECONOMIC REMNANT (UNECO): N/A

Value to Acquisition Including Uneconomic Remainder		
Land Area:		Partial/Whole (P/W):
Land:		
Improvements		
Damages and/or Cost to Cure		
Total:		


Reviewer: Desmond J. Henderson
Review Appraiser
Review Report Date: 12-12-2017
Paul Sladek, Manager

B. Reviewer's Statement of reasoning in conformance with the current R/W Procedures.

ASSIGNMENT PARAMETERS

This review was conducted by Desmond J. Henderson, Real Estate Review Appraiser, employed by the Orange County Real Estate Management Division.

The client and the intended user of this review is Orange County. The intended use is to determine whether the analysis, opinions, and conclusions in the appraisal report under review are appropriate and reasonable. The purpose of this appraisal review is to provide a basis for establishing recommended compensation for a proposed acquisition for the Lake Lotus STA project.

The appraisal was prepared by Kristin L. Soltys, State-Certified General Appraiser #RZ3227, an employee of Eminent Valuations, PLLC. According to the appraisal report, significant professional assistance was provided by Kathrine Welch, State-Registered Trainee Appraiser #RI24061, also an employee of Eminent Valuations, PLLC.

The report under review is an appraisal to estimate the market value of the subject property. The real estate and real property interest appraised is the unencumbered fee simple interest in the property to be acquired. The report type reviewed is an appraisal report, as defined by USPAP 2-2(a). The format is appropriate for the analysis and scope of work. The effective date of the opinion in the report being reviewed is September 7, 2017. The effective date of this review is December 12, 2017. There were no hypothetical conditions or extraordinary assumptions affecting the appraisal under review.

The nature and extent of this review included a desk and field review of the subject property and the comparable sales. The scope of this review assignment does not include the development of an independent opinion of value by the reviewer. However, it does necessitate the reviewer to determine whether the appraisal report under review is both reasonable and supportable. In addition, the scope does entail a determination as to the appraisal report's compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Orange County R/W procedures.

The report as reviewed is an appraisal report. The format is appropriate for the analysis. The purpose of the appraisal was to estimate the market value of the subject property. It should be noted that market value estimates typically exclude business damages, goodwill damages, relocation costs, and incidental costs, even though they may be considered elements of full compensation under Florida law.

SUBJECT DESCRIPTION

The subject property parent tract is a 9.05 gross acre (394,218 gross s.f.) parcel that is improved with a 2,985 s.f. single family home. It is also improved with two outbuildings and a four-stall horse stable. The subject is located at the northeast corner of Magnolia Homes Road and Calloway Drive in unincorporated Orange County. The physical address is 8801 Magnolia Homes Road, Orlando, Florida 32810. Parcel 901 is a proposed fee acquisition that encompasses 3.95 acres (172,257.27 s.f.) of land area. It is a mostly rectangular shaped acquisition that is basically the eastern half of the

subject property. Site improvements affected by this acquisition include three metal swing gates and a combination of chain link fencing and three-board ranch fencing that is backed with mesh.

The Highest and Best Use analysis considers the four components thereof. Mrs. Soltys concludes that the highest and best use of the subject, as if vacant, is for single-family residential subdivision development. The appraiser's analysis and development of the highest and best use are appropriate and reasonable. The methodology is consistent with and in conformance with standard appraisal practice. The report employs the Sales Comparison Approach to value the subject property. The Income and Cost Approaches were appropriately determined to be not applicable.

VALUATION

Mrs. Soltys has included five comparable land sales to value the subject and has correlated to a value conclusion within the value range of the sales. Her value indication is reasonable and supported for the subject property. The comparable sales indicate an adjusted range of \$43,119 per gross acre to \$73,836 per gross acre. Mrs. Soltys concludes to a value of \$70,000 per gross acre. After multiplying the concluded per unit value to the total size of the parent tract (9.05 gross acres), the total land value of the parent tract is \$633,500. The characteristics of the remainder site and the functionality of the property are not diminished by the proposed acquisition. Due to these factors, there are no damages to the remainder.

ACQUISITION

As stated before, the acquisition area consists of 3.95 acres of land area. After multiplying that size by the concluded per acre value of \$70,000 per acre, the total value for the land acquired is \$276,500. After adding the value of the site improvements located in the acquisition area (\$13,000) and the net cost to cure those items (\$8,500), the total value of the part acquired is estimated to be \$298,000.

CONCLUSIONS

The data, appraisal methods and techniques, analyses, opinions, conclusions and adjustments within the Soltys report are appropriate and reasonable. The report is complete and adequately supported within the scope of an appraisal report and in the context of market conditions as of the effective date of valuation. The value conclusions estimated in the Soltys appraisal are reasonable and supported by the analyses. This report is approved as meeting the current Uniform Standards of Professional Appraisal Practice and Orange County R/W procedures.

Compensation is allocated as follows:

Land	\$ 276,500
Improvements	\$ 13,000
Damages	\$ -0-
Cost to Cure	\$ 8,500
TOTAL	\$ 298,000

100 CERTIFICATION OF VALUATION

PROJECT: Lake Lotus STA

PARCEL: 901

I certify that, to the best of my knowledge and belief:

- the statements contained in this appraisal are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no direct or indirect, present, or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results
- my compensation or completion of 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.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have personally inspected the property appraised and I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in this appraisal. The subject and the comparable sales were as represented by the photographs contained in this appraisal.
- the purpose of this appraisal is to develop and report an opinion of the market value of the property and/or property rights to be acquired.
- I understand that this appraisal is to be used for the acquisition of real property by Orange County.
- This appraisal has been made in conformity with the appropriate state laws, regulations, and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consist of items, which are non-compensable under the established law of said State.
- I have not revealed the results of such appraisal to anyone 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.
- No one provided significant real property appraisal assistance to the person signing this certification, other than those listed in the following supplemental certification, if any.
- my opinion of the current market value of the property appraised as of the 7th day of September 2017 is \$298,000 based upon my independent appraisal and the exercise of my professional judgment.
- my opinion of market value is allocated as follows:

Land Area: 172,257.27 Square Feet or 3.95 Acre (Fee Acquisition)

Land	\$ 276,500
Improvements	\$ 13,000
Damages and/or	
Cost-To-Cure	\$ 8,500
TOTAL	\$ 298,000

Kristin L. Soltys

December 8, 2017

Kristin L. Soltys
State Certified General Real Estate Appraiser RZ3227
Candidate for Designation, Appraisal Institute

RECEIVED

SEP 21 2017

Real Estate Market

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Solid Rock Baptist Church of Altamonte Springs, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting

code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

4801 Magnolia Homes Rd.

6 City, state, and ZIP code

Orlando, Florida 32810

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

59-1390104

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Michael B. Barwell

Date ▶ 4/3/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

JUN 05 2018

Project: Lake Lotus STA
Parcel: 901

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between Solid Rock Baptist Church of Altamonte Springs, Inc., a Florida non-profit corporation, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER requires the land described on Exhibit "A" attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number:

28-21-29-0000-00-075

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 unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of Two Hundred and Ninety Eight Thousand Dollars (\$298,000.00) subject to an appraisal report obtained and approved by the BUYER that supports the purchase price herein.
2. This transaction shall be closed and the deed and other closing papers delivered on or before 90 days from the Effective Date of this CONTRACT.
3. SELLER agrees that prior to closing, BUYER shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the property. BUYER, through its agents, shall have the right to enter upon the property for the purpose of performing such activities, provided said activities shall not materially damage the property.
4. Expenses:
 - A. Ad valorem property taxes for the year of closing shall be prorated as of the closing date and said prorated amount shall be paid by SELLER pursuant to Section 196.295, Florida Statutes. At SELLER'S election, SELLER'S share of prorated taxes may be deducted from the proceeds of sale and remitted by First American Title Insurance Company to the County tax collector on SELLER'S behalf. Unless the conveyance

occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by SELLER for the year of conveyance. In the event that, as of 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 interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

- B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the deed.
 - C. Title insurance is to be paid by BUYER.
 - D. Survey on said land described on Exhibit "A" is to be paid by BUYER.
5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. Special clauses:
- A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
 - B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
 - C. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
 - D. Effective Date: THIS CONTRACT shall become effective on the 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 may be appropriate.
 - E. BUYER shall have ninety (90) days after the Effective date, (the "Inspection Period") to determine whether BUYER is willing to accept title to and acquire the property from SELLER. On or before twenty (20) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested in SELLER free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that BUYER shall determine that any one or more of

the exceptions listed as such in the Commitment are unacceptable to BUYER in its sole discretion; BUYER shall notify SELLER of that fact in writing on or before fifteen (15) days following BUYER's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to BUYER (hereinafter referred to as "Title Defects"), and SELLER may take up to fifteen (15) days to cure or eliminate the Title Defects at SELLER's election and without obligation to incur expense or to initiate legal proceedings. If SELLER is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 2 hereof. In the event SELLER is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, BUYER shall either (a) extend the time period for SELLER to cure or eliminate the Title Defects, (b) elect to terminate this CONTRACT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of SELLER's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the closing date specified in Paragraph 2 hereof. In the event that BUYER elects to terminate this CONTRACT because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to SELLER on or before the expiration of the Inspection Period described herein, this CONTRACT shall terminate. In the event BUYER elects to proceed on its own to cure or eliminate the Title Defects, SELLER agrees to provide its reasonable cooperation in connection with BUYER's efforts but SELLER shall have no obligation to incur expense or to initiate legal proceedings.

- F. Survey. Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to BUYER hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to BUYER, in its sole discretion, these shall be treated as Title Defects. BUYER may in its sole discretion, treat these as "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

Project: Lake Lotus STA
Parcel: 901

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

SELLER

Solid Rock Baptist Church of Altamonte
Springs, Inc., a Florida non-profit corporation

BY: Michael B. Bardwell, President
Michael B. Bardwell, President

Post Office Address
8801 Magnolia Homes Road
Orlando, Florida 32810-1928

DATE: 4/3/18

BUYER

Orange County, Florida

BY: Erica Guidroz
Erica Guidroz, Its Agent


DATE: 4-3-18

LEGAL DESCRIPTION**Parcel 901****Estate: Fee Simple****Purpose: Retention Area****EXHIBIT A**SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 OF 3 FOR SURVEYOR'S NOTES

That parcel of land lying in the West half of the Northwest quarter of Section 28, Township 21 South, Range 29 East, Orange County, Florida, also being a portion of the parcel described in Official Record Book 5979, Page 3976, Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 28, Township 21 South, Range 29 East, Orange County, Florida, being a found 4" X 4" concrete monument with iron pipe, no ID; thence run South 00 degrees 20 minutes 41 seconds West along the west line of the said Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 28 a distance of 690.51 feet to the North right of way line of Calloway Drive as described in the plat of RIVERSIDE ACRES THIRD ADDITION, as recorded in Plat Book V, Page 35, of the Public Records of Orange County, Florida; thence run North 89 degrees 53 minutes 52 seconds West along said North right of way line a distance of 144.04 feet to the point of curvature of a tangent curve concave Northeasterly, thence run Northwesterly along said curve having a radius of 164.38 feet, a central angle of 40 degrees 39 minutes 31 seconds, an arc length of 116.65 feet, a chord bearing of North 69 degrees 34 minutes 06 seconds West and a chord distance of 114.22 feet to the point of reverse curvature of a curve along said right of way line, concave Southwesterly, thence run Westerly along said curve having a radius of 386.67 feet, a central angle of 00 degrees 42 minutes 55 seconds, an arc length of 4.83 feet, a chord bearing of North 49 degrees 35 minutes 48 seconds West and a chord distance of 4.83 feet to the point of intersection of the North right of way line of Calloway Drive of said plat and the West line of the East 255.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28, said line being parallel and perpendicular to the West line of said Southeast quarter of the Northwest quarter of the Northwest quarter of Section 28; thence run North 00 degrees 20 minutes 41 seconds East along said West line of the East 255.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28 a distance of 556.62 feet; thence run South 89 degrees 36 minutes 10 seconds East a distance of 27.00 feet to the West line of the East 228.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28, said line being parallel and perpendicular to the West line of said Southeast quarter of the Northwest quarter of the Northwest quarter of Section 28; thence run North 00 degrees 20 minutes 41 seconds East along said West line of the East 228.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28 a distance of 92.40 feet to a point lying on the North line of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 28; thence run South 89 degrees 36 minutes 10 seconds East, along said North line a distance of 228.00 feet to the Point of Beginning.

Containing 172,257.27 square feet, 3.95 acres more or less.

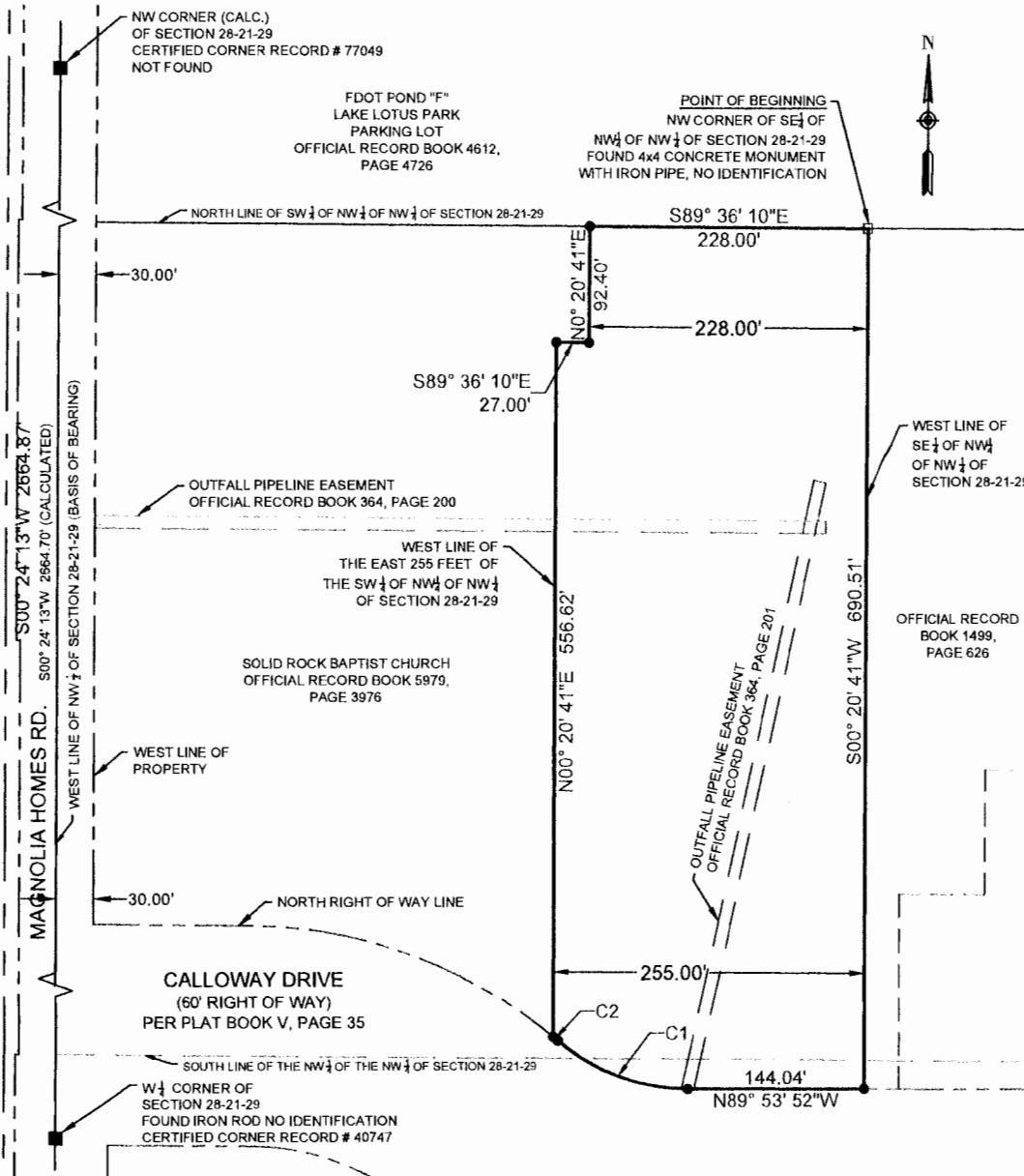
PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 3/30/17	SECTION: 28	 SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	DRAWING SCALE: NTS
CHECKED BY: Daynes	JOB No: 7925	TOWNSHIP: 21		PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 29		7925
REVISION DATE:	7925 Little Wekiva River	SHEET 1 OF 3		

SKETCH OF DESCRIPTION

Parcel 901

Estate: Fee Simple

Purpose: Retention Area



I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE: 3/30/17

Mark A. Daynes
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 5479

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C1	116.65'	164.38'	40°39'31"	N69° 34' 06"W	114.22'
C2	4.83'	386.67'	0°42'55"	N49° 35' 48"W	4.83'

LEGEND

- CHANGE IN DIRECTION, POINT NOT SET
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR SURVEYOR'S NOTES

PREPARED FOR:
Engineering -
Design Section

DRAWN BY: Washington	DATE: 3/30/17	SECTION: 28
CHECKED BY: Daynes	JOB No: 7925	TOWNSHIP: 21
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 29
REVISION DATE:	7925 Little Wekiva River	SHEET 2 OF 3

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



DRAWING SCALE:
1"=150'
PROJECT NUMBER
7925

LEGAL DESCRIPTION

Parcel 901

Estate: Fee Simple

Purpose: Retention Area

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE NW $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, S00°24'13" W (CALCULATED), ALSO BEING THE CENTERLINE OF MAGNOLIA HOMES ROAD. THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NSRS2007) ADJUSTMENT, AS ESTABLISHED FROM A TOPNET GNSS NETWORK (L-NET) AND RELATIVE TO THE FOLLOWING PUBLISHED HORIZONTAL CONTROL POINTS:

NW CORNER OF 28-21-29
CALCULATED BASED ON CCR# 77049 (NOT FOUND)
N: 1565678.229 E: 519070.056

W $\frac{1}{4}$ CORNER OF 28-21-29
CCR # 40747 - FOUND IRON ROD, NO ID
N: 1563013.527 E: 519051.279

2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY THE ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
4. ALL MEASUREMENTS ARE IN U.S. FEET.


PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 3/30/17	SECTION: 28	<div>SURVEY SECTION</div> <div>4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940</div> <div> ORANGE COUNTY GOVERNMENT FLORIDA</div>	DRAWING SCALE: NTS
CHECKED BY: Daynes	JOB No: 7925	TOWNSHIP: 21		PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 29		7925
REVISION DATE:	7925 Little Wekiva River	SHEET 3 OF 3		

EXHIBIT "B"

DUE DILIGENCE CONTINGENCY

I.Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

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

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

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

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

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

III.SELLER will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for SELLER, or furnished to SELLER, or its agents, or consultants, and SELLER will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by SELLER confidential except as required by law.

IV.If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, then, this CONTRACT is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this CONTRACT shall be terminated upon notice to SELLER of such unacceptability with no party to this CONTRACT having any further liability to any other.