





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: July 13, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

FROM: Russell L. Corriveau, Assistant Manager
Real Estate Management Division 

**CONTACT
PERSON:** Paul Sladek, Manager

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

**ACTION
REQUESTED:** APPROVAL OF REAL ESTATE PURCHASE AGREEMENT,
SPECIAL WARRANTY DEED, AND TEMPORARY
CONSTRUCTION EASEMENT BETWEEN THE GREATER
ORLANDO AVIATION AUTHORITY, THE CITY OF ORLANDO,
AND ORANGE COUNTY, APPROVAL AND EXECUTION OF
SUBORDINATION OF UTILITY INTERESTS FROM DUKE ENERGY
FLORIDA, LLC TO ORANGE COUNTY, AND AUTHORIZATION TO
DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING
COSTS AND PERFORM ALL ACTIONS NECESSARY AND
INCIDENTAL TO CLOSING

PROJECT: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR
417)

District 4

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

ITEMS: Real Estate Purchase Agreement (Parcel 1050/1050A/7050)

Special Warranty Deed (Instrument 1050.1/1050A.1)
Cost: \$36,600
Total size: 3,236 square feet

Temporary Construction Easement (Instrument 7050.1)
Cost: \$10,200
Size: 2,097 square feet
Term: Seven (7) years

Subordination of Utility Interests (Instrument 1050.2/1050A.2)

BUDGET: Account No.: 1321-072-5085-6110

FUNDS: \$46,800 Payable to The Greater Orlando Aviation Authority
(purchase price)

\$234 Payable to the Orange County Comptroller
(recording fees)

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

REMARKS: This property is located on the east side of Boggy Creek Road, just south of Lake Nona Boulevard, and is needed for road widening improvements associated with the Boggy Creek Road – South project. Closing is contingent on The Greater Orlando Aviation Authority obtaining from the Federal Aviation Administration certain approvals related to this sale.

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which taken together shall constitute one agreement.

Grantor to pay pro-rated taxes if applicable.

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the 2nd day of April, A.D. 2019, by City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, and The Greater Orlando Aviation Authority, a public and governmental body created as an agency of the City of Orlando, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, GRANTORS, 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 GRANTORS, in consideration of the sum of \$ 10,200.00 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, subject to the restrictions set forth in Schedule "C," a Temporary Construction 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"

Portion of Property Appraiser's Parcel Identification Number:

a portion of

34-24-30-6368-00-080

THE GRANTORS covenant with the GRANTEE that the GRANTORS are lawfully seized of said lands in fee simple; that the GRANTORS have 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 GRANTORS hereby fully warrant the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in their name.

Signed, sealed, and delivered
in the presence of:

Witnesses:

Denise Holdridge

DENISE HOLDRIDGE
Printed Name

Diana Riech
DIANA PEREZ
Printed Name

City of Orlando

By: J. L. Hill
Mayor/ Mayor Pro Tem

ATTEST: Denise Aldridge
Denise Aldridge, City Clerk

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Orlando, Florida only.

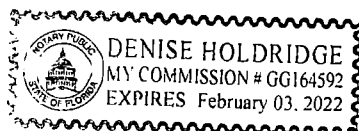
April 2 2019
[Signature]
Chief Assistant City Attorney
Roy Payne
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 day of APRIL, A.D. 2019, by REGINA F. HILL, ~~mayor~~ mayor pro tem and Denise Aldridge, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced N/A and N/A as identification.

Witness my hand and official seal this 2 day of APRIL, 2019.

(Notary Seal)



Denise Holdridge
Notary Signature

DENISE HOLDRIDGE
Printed Notary Name

Notary Public in and for the
County and state aforesaid

My commission expires: 2-3-22

City Council Meeting: 6-11-18
Item: K-3 Documentary: 180611K03

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in their name.

Greater Orlando Aviation Authority,
a public and governmental body created
as an agency of the City of Orlando

Witnesses:

By: Phillip N Brown
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: 3/25/, 2019

Milagro Fragosa

MILAGRO FRAGOSA
Printed Name

Ana M. Brana

Ana M. Brana
Printed Name

ATTEST:

Dayci S. Burnette-Snyder
Dayci S. Burnette-Snyder, Assistant Secretary

APPROVED AS TO FORM AND LEGALITY
On the 14th day of March, 2019 for the
use and reliance of the Greater Orlando Aviation
Authority, only.

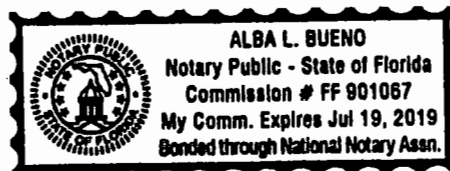
Marchena and Graham, P.A., General Counsel

By: Marchena and Graham, P.A.
Marchena and Graham, P.A.

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25 day of March, 2019, by Phillip N. Brown, A.A.E., Chief Executive Officer, and Dayci S. Burnette-Snyder, Assistant Secretary, of Greater Orlando Aviation Authority, a public and governmental body created as an agency of the City of Orlando. They are personally known to me or have produced _____ and _____ as identification.

(Notary Seal)



This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Alba L. Bueno
Notary Signature
Alba L. Bueno
Printed Notary Name

Notary Public in and for the
county and state aforesaid
Commission No: FF 901067
My Commission expires: July 19, 2019

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

SCHEDULE "A"

SCHEDULE "A"

Parcel 7050

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.95 feet; thence continue South 89 degrees 55' 45" East along said North line a distance of 4.00 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 21.32 feet to the POINT OF BEGINNING; thence run South 67 degrees 52' 41" East a distance of 21.33 feet; thence run North 89 degrees 53' 08" East a distance of 28.00 feet; thence run South 00 degrees 06' 50" East a distance of 39.78 feet; thence run South 89 degrees 39' 05" West a distance of 33.49 feet; thence run South 71 degrees 35' 40" West a distance of 18.25 feet; thence run North 03 degrees 09' 47" East a distance of 53.80 feet to the POINT OF BEGINNING.

Containing 2,097 square feet, more or less.

THIS IS NOT A SURVEY


BEARINGS BASED ON THE WEST LINE OF THE N.W. 1/4 OF SEC. 34, TWP. 24 S., RGE. 30 E BEING N00°58'20"W PER THE BOGGY CREEK RIGHT OF WAY MAP.

COUNTY PROJECT NO. 5085

ROAD NAME: BOGGY CREEK ROAD

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

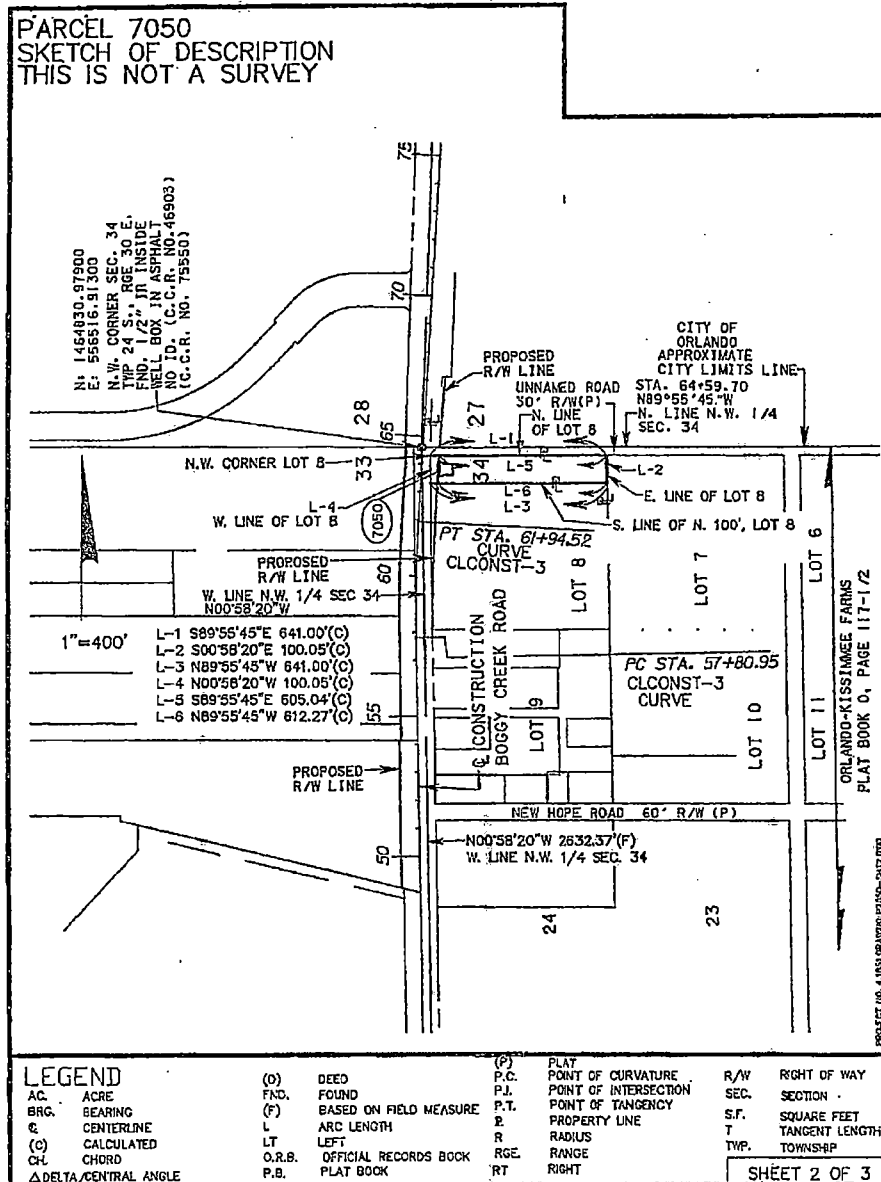
Daniel A. Groves
DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4825
METRIC ENGINEERING, INC. L.B. NO. 2294

	METRIC ENGINEERING, INC. ENGINEERS - PLANNERS - SURVEYORS 615 CRESCENT EXECUTIVE CT. SUITE 524, LAKE MARY, FLORIDA 32746 PHONE (407) 844-1898 FAX (407) 844-1921		SECTION 34 TOWNSHIP 24 SOUTH RANGE 30 EAST
	DRAWN BY: D.GROVES DATE: JUNE 08, 2009	CHECKED BY: D.GROVES DATE: SEPT. 24, 2009	PARCEL NO. 7050
		9-28-11 FINAL DMH	SCALE 1" = NA
		DATE REVISIONS BY	SHEET 1 OF 3

**LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050**

Instrument: 7050.1

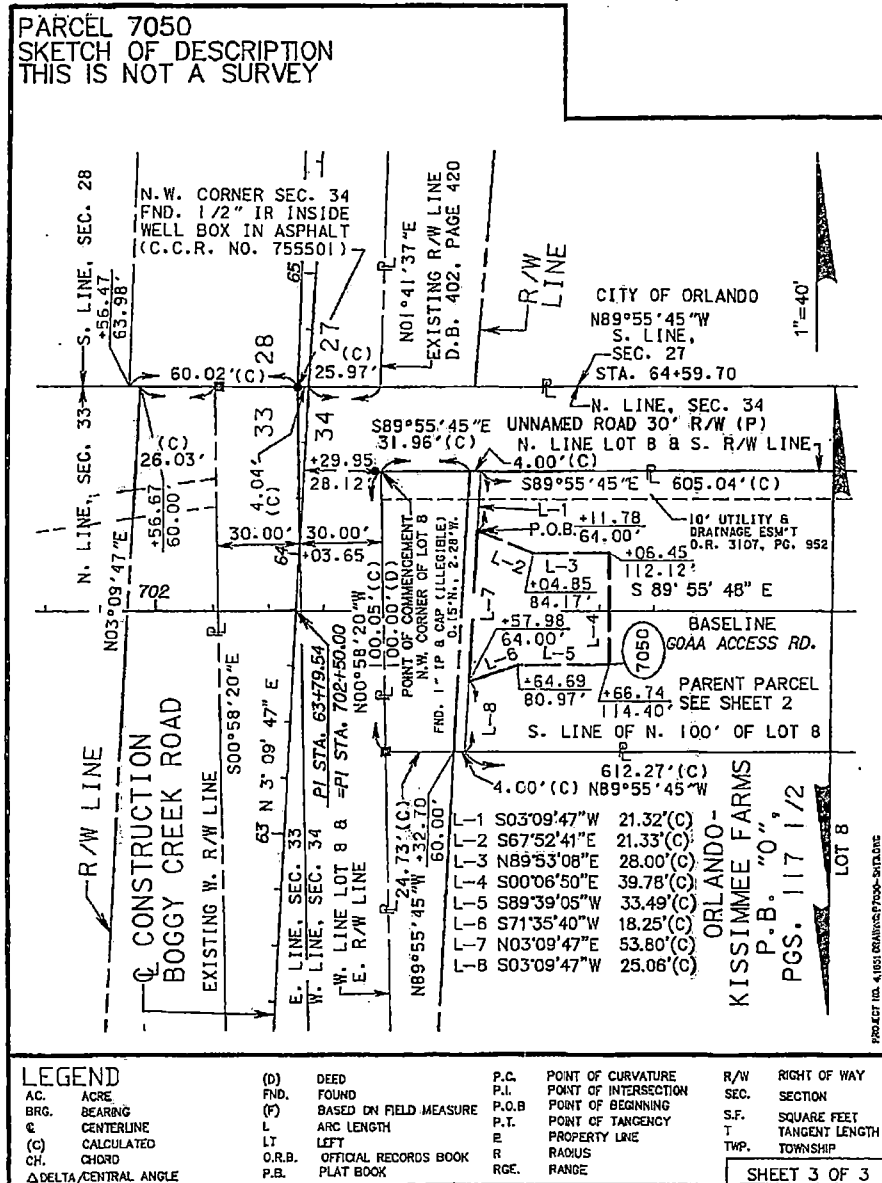
Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)



LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)



LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

SCHEDULE "B"

SCHEDULE "B"

BOGGY CREEK ROAD PARCEL 7050

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7050 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

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

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

SCHEDULE "C"

1. City and Authority reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.
2. County, City and Authority expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.
3. County, City and Authority expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.
4. County, City and Authority, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.
5. City and Authority shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 7.9.

JUL 31 2013

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32814

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the 2nd day of April, 2019, by the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("**GOAA**"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("**City**") (hereinafter collectively referred to as "**Grantors**") to **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida ("**County**"), with a principal address of 200 S. Rosalind Avenue, Orlando, FL 32801 (hereinafter referred to as "**Grantee**").

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantee all Grantors' interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anyway appertaining, and all the estate, right, title, interest, claim.

AND the Grantors do hereby covenant with said Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantors.

SUBJECT TO taxes for the current year and subsequent years and the covenants, conditions and restrictions which are set forth below:

- a) Grantors reserve unto themselves, their successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Subject Property, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Orlando International Airport.
- b) Grantors and Grantee expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with the FAA Regulations, Part 77.
- c) Grantors and Grantee expressly agree for themselves, their successors and assigns, to prevent any use of the Subject Property which would interfere with the landing or takeoff of aircraft at Orlando International Airport or interfere with the air navigation and or communication facilities serving Orlando International Airport, or otherwise constitute an airport hazard.
- d) Grantors, Grantee, and their successors and assigns shall not permit/afford access from the Subject Property onto Orlando International Airport property for aeronautical purposes.

e) Grantors shall insure that if the Subject Property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the Subject Property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6A, paragraph 7-9.

Notice of Grantor's Release

The following provision is added as a condition of conveyance for the Subject Property:

(a) Grantors acknowledge and agree that the upon conveyance of the Subject Property to the Grantee, that the Subject Property shall be and is released from the provisions, covenants and other matters set forth in that certain Amended and Restated Operation and Use Agreement between the City of Orlando and Greater Aviation Authority dated August 31, 2015, and that certain Memorandum of Amended and Restated Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

ATTEST:

By: Denise Aldridge
Printed Name: DENISE ALDRIDGE

Title: CITY CLERK

[Official Seal]

"CITY"

CITY OF ORLANDO, FLORIDA,

a Florida municipal corporation existing under the laws of the State of Florida.

By: Regina I. Hill
Printed Name: Regina I. Hill

Title: MAYOR PRO TEM

Date: APRIL 2, 2019

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS 2-DAY OF April, 2019.

WITNESSES:

Denise Aldridge
Print Name: DENISE ALDRIDGE

Diana Perez
Print Name: DIANA PEREZ

By: [Signature]
Chief Assistant City Attorney
Roy Brown

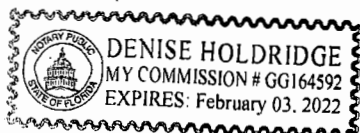
**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared REGINA I. HILL, as MAYOR PRO TEM, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this 2 day of APRIL, 2019.

Notary Seal



Denise Holdridge
Notary Public

Print Name: DENISE HOLDRIDGE

My commission expires: 2-3-22

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: [Signature]
Dayci S. Burnette-Snyder, Assistant Secretary

By: [Signature]
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

[Signature]
Print Name: Milagro Fragosa

[Signature]
Print Name: Ana M. Brana

Date: 3/25/, 2019

APPROVED AS TO FORM AND LEGALITY
THIS 14th DAY OF March, 2019,
for the use and reliance of the Greater
Orlando Aviation Authority, only.

Marchena and Graham, P.A., General
Counsel

By: [Signature]
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

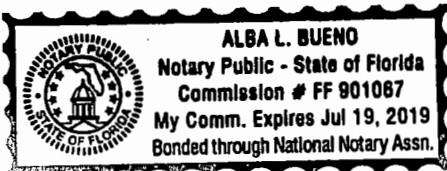
Personally Appeared before me this 25 day of March, 2019, the undersigned
authority, Phillip N. Brown, A.A.E., well known to me and known by me to be the Chief Executive
Officer of the Greater Orlando Aviation Authority, and acknowledged before me that he executed the
foregoing instrument on behalf of the Greater Orlando Aviation Authority as its true act and deed,
and that he was duly authorized to do so.

Notary Seal

[Signature]
Notary Public

Print Name: Alba L. Bueno

Commission Expires: July 19, 2019



COMPOSITE EXHIBIT "A"

Legal Description of Subject Property

Parcel 1050

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Begin at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida; thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 100.18 feet to the South line of the North 100 feet of said Lot 8; thence run North 89 degrees 55' 45" West along said South line a distance of 24.73 feet to the intersection with the East right of way line of Boggy Creek Road also being the West line of said Lot 8; thence run North 00 degrees 58' 20" West along said East right of way line a distance of 100.05 feet to the POINT OF BEGINNING.

Containing 2,835 square feet, more or less.

Parcel 1050A

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida; thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet to the POINT OF BEGINNING; thence continue South 89 degrees 55' 45" East along said North line a distance of 4.00 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 100.18 feet to the intersection with the South line of the North 100 feet of said Lot 8; thence leaving said South line run North 89 degrees 55' 45" West a distance of 4.00 feet; thence run North 03 degrees 09' 47" East a distance of 100.18 feet to the POINT OF BEGINNING.

Containing 401 square feet, more or less.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: July 13, 2018

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway S.R. 417)

Parcels: 1050/1050A/7050

Total Amount: \$47,034.00

Charge to Account #1321-072-5085-6110

Engineering Approval _____ Date _____

Fiscal Approval _____ Date _____

TYPE TRANSACTION (Check appropriate block{s})

X Pre-Condernation Post-Condernation Not Applicable District # 4

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

The Greater Orlando Aviation Authority
 \$46,800.00 (Purchase Price)
 Orange County Comptroller \$234.00
 (Recording Fees)

DOCUMENTATION ATTACHED (Check appropriate block{s})

X Agreement
 Copy of Executed Instruments
 X Certificate of Value
 X Settlement Analysis

Payable to The Greater Orlando Aviation Authority (\$46,800.00 Purchase Price)

Payable to the Orange County Comptroller (\$234.00 Recording Fees)

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

Recommended by Russell Corriveau
 Russell Corriveau, Assistant Manager, Real Estate Management

7/13/18
 Date

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

7/13/18
 Date

Certified Craig A. Stopyla
 Approved by BCC for Deputy Clerk to the Board

JUL 31 2018
 Date

Examined/Approved _____
 Comptroller/Government Grants

CHECK No. / Date

REMARKS: The parcel will close within 180 Days from Board of County Commissioner's approval. Please Contact Acquisition Agent @6-7074 if there are any questions.

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 JUL 31 2018

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: July 13, 2018

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway S.R. 417)

Parcels: 1050/1050A/7050

Total Amount: \$47,034.00

Charge to Account #1321-072-5085-6110

DEC 07/17/18
 Engineering Approval [Signature] Date 7/13/18
 Fiscal Approval [Signature] Date 7/13/18

TYPE TRANSACTION (Check appropriate block(s))

☒ Pre-Condemnation ☐ Post-Condemnation ☐ Not Applicable District # 4

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

The Greater Orlando Aviation Authority
 \$46,800.00 (Purchase Price)
 Orange County Comptroller \$234.00
 (Recording Fees)

DOCUMENTATION ATTACHED (Check appropriate block(s))

☒ Agreement
☐ Copy of Executed Instruments
☒ Certificate of Value
☒ Settlement Analysis

Payable to The Greater Orlando Aviation Authority (\$46,800.00 Purchase Price)

Payable to the Orange County Comptroller (\$234.00 Recording Fees)

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

Recommended by [Signature]
 Russell Corriveau, Assistant Manager, Real Estate Management

7/13/18
 Date

Approved by [Signature]
 Paul Sladek, Manager, Real Estate Management Division

7/13/18
 Date

Certified
 Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved
 Comptroller/Government Grants

CHECK No. / Date

REMARKS: The parcel will close within 180 Days from Board of County Commissioner's approval. Please Contact Acquisition Agent @6-7074 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 31 2018

REAL ESTATE PURCHASE AGREEMENT

Between

THE GREATER ORLANDO AVIATION AUTHORITY,
the CITY OF ORLANDO, and
ORANGE COUNTY

City Council Meeting: 6-11-18
Item: K-3 Documentary: 180611K03

TABLE OF CONTENTS

Recitals.....	2
Effective Date	2
Sale and Purchase	2
Purchase	2
FAA Release	3
Conditions to County's Obligations	3
Conditions to Authority's Obligations	4
Closing Procedures	5
Defaults	5
Broker	6
Notices	6
Assignment	7
Force Majeure	7
General Provisions	7
Severability	8
Attorneys' Fees	8
FAA Civil Rights	8
Public Entity Crimes Act	9
EXHIBIT "A" Parcel 1050	11
EXHIBIT "B" Parcel 1050A	11
EXHIBIT "C" Parcel 7050	11
EXHIBIT "D" Temporary Construction Easement	11
EXHIBIT "E" The Due Diligence Continency.....	12
EXHIBIT "F" FAA Required Contract Provisions	13

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “**Agreement**”) is made by and among **THE GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter “**Authority**”), the **CITY OF ORLANDO**, a municipal corporation created by and existing under the laws of the State of Florida, whose address is P.O. Box 4990, 400 S. Orange Avenue, Orlando, Florida 32802-4990 (the “**City**”), and **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida (hereinafter the “**County**”), whose address is 200 S. Rosalind Avenue, Orlando, Florida 32801. Authority, City and County may collectively be referred to herein as the “**Parties**”.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Operation and Use Agreement dated August 31, 2015 (“**Operation Agreement**”) with City, Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the “**Airport**”); and

WHEREAS, City is the fee simple owner of that certain real property consisting of approximately 2,835 sq. ft. (0.0651 gross acres), located in Orange County, Florida, being more particularly described in **Exhibit “A”** (“**Parcel 1050**”) attached hereto and by this reference made a part hereof; and

WHEREAS, City is the fee simple owner of that certain real property consisting of approximately 401 sq. ft. (0.0092 gross acres), located in Orange County, Florida, being more particularly described in **Exhibit “B”** (“**Parcel 1050A**”) attached hereto and by this reference made a part hereof; and

WHEREAS, City is the fee simple owner of that certain parcel of real property consisting of approximately 2,097 sq. ft. (0.048 gross acres), located in Orange County, Florida, being more particularly described in **Exhibit “C”** (“**Parcel 7050**”) attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the terms of the Operation Agreement, the Authority occupies, controls and operates the Airport where Parcel 1050, Parcel 1050A, and Parcel 7050 are located (Parcel 1050, Parcel 1050A and Parcel 7050 are collectively referred to herein as the “**Properties**”); and

WHEREAS, City and Authority agree to sell to County, and County agrees to purchase from City and Authority, fee simple title in Parcels 1050 and 1050A upon the terms and conditions herein below set forth; and

WHEREAS, County has requested a temporary construction easement in Parcel 7050, and Authority has agreed to grant to County the construction easement substantially in the form of

Exhibit “D” attached hereto and incorporated herein by this reference (the “**Temporary Construction Easement**”).

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, provisions and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

SALE AND PURCHASE

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Effective Date**. This Agreement shall become effective on the date the last Party executes this Agreement (the “**Effective Date**”).

3. **Sale and Purchase**. City and Authority agree to convey the following interests in and to the Properties to the County, all in the manner and upon the terms and conditions herein below set forth in this Agreement:

A. **Land Sale and Purchase**. Subject to the terms and conditions of this Agreement, City and Authority hereby agree to sell and convey to County all of their respective rights, title, and interest in and to Parcel 1050 and Parcel 1050A at Closing.

B. **Temporary Construction Easement**. City and Authority hereby agree to grant and convey to County at Closing a non-perpetual, non-exclusive, temporary construction easement over, under and across Parcel 7050 as more particularly set forth on **Exhibit “D”**, attached hereto and made a part hereof, for the specific purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway.

4. **Purchase**. The Parties hereby agrees that the Purchase Price for the Properties shall be as follows:

A. **Purchase Price**. The purchase price for fee simple interest in Parcels 1050 and 1050A shall be the fair market value (“**FMV**”) of Parcels 1050 and 1050A, which is THIRTY-SIX THOUSAND SIX HUNDRED AND NO/100 (\$36,600.00), as determined by the Property Appraisal, defined below. The purchase price for the temporary construction easement in Parcel 7050 shall be the FMV of Parcel 7050, which is TEN THOUSAND TWO HUNDRED AND NO/100 (\$10,200.00), as determined by the Property Appraisal, defined below. The total Purchase Price that County shall pay to City and Authority for the Properties shall be FORTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 (\$46,800.00) (\$33,600 for Parcel 1050, plus \$3,000.00 for Parcel 1050A, plus \$10,200.00 for Parcel 7050 = \$46,800.00) (the “**Purchase Price**”) pursuant to the appraisal performed by Bullard, Hall & Adams, Inc., dated March 20, 2018 (the “**Property Appraisal**”).

B. **Closing Date.** The closing on the Properties shall occur within one hundred eighty (180) days of the Effective Date, subject to satisfaction of the conditions in Sections 6 and 7 (the “**Closing Date**”).

5. **FAA Release.** On or before Closing, Authority shall request any releases or other documentation required from the Federal Aviation Administration (“FAA”) as it relates to the Properties. City and Authority’s obligation to close on the Properties is subject to the FAA issuing the required deed and letter of release for the Properties, and Authority shall use good faith efforts to obtain issuance of same. The FAA requires certain provisions be made to the Agreement as a condition of the Deed of Release being issued by the FAA, and in accordance with the requirements of the FAA, County, City and Authority hereby agree to the following provisions as conditions of conveyance for the Properties as follows:

A. City and Authority reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

B. County, City and Authority expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

C. County, City and Authority expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

D. County, City and Authority, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

E. City and Authority shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 7.9.

6. **Conditions to County’s Obligations.** County’s obligation to close on the Properties, as applicable, shall be expressly conditioned upon the fulfillment or satisfaction of each of the following conditions, as applicable, on or before the date or dates hereinafter specifically provided and in no event later than the Closing Date:

A. As of the Closing Date, Authority shall have performed and complied with all covenants and agreements which are to be performed and complied with by Authority at that time.

B. County may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and proceed with the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by County and delivered to Authority. Except as to the condition waived, no waiver shall reduce the rights or remedies of County by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Authority.

C. As of the Closing Date, County shall have completed the Environmental Survey referred in **Exhibit "E"**.

D. As of the Closing Date, the FAA shall have issued the Letter and/or Deed of Release for the Properties.

E. In the event any of the foregoing conditions are not fulfilled by Authority by the date on which such condition is required to be satisfied hereunder, and such failure continues for ninety (90) days after written notice thereof to Authority, unless such condition is waived by County, County may terminate this Agreement, upon which this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder except to the extent provisions of this Agreement expressly state that they survive termination.

7. Conditions to City and Authority's Obligations.

Authority's obligation to close on the Properties shall be expressly conditioned upon the fulfillment or satisfaction of each of the following conditions on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

A. County shall have paid and Authority shall have received the Purchase Price for the Properties, as adjusted pursuant to the terms and conditions of this Agreement, such Purchase Price payable to Authority in the amount and in the manner provided for in this Agreement.

B. As of the Closing Date, County shall have performed, in all material respects, all covenants, agreements and undertakings of County contained in this Agreement.

C. As of the Closing Date, the FAA shall have issued the Letter and/or Deed of Release for the Properties.

D. In the event any of the foregoing conditions are not fulfilled by County by the date on which such condition is required to be satisfied hereunder, and such failure continues for ninety (90) days after written notice thereof to County, unless such condition is waived by Authority, Authority may terminate this Agreement, upon which this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities

hereunder except to the extent provisions of this Agreement expressly state that they survive termination.

E. Authority may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and proceed with the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Authority and delivered to County. Except as to the condition waived, no waiver shall reduce the rights or remedies of Authority by reason of any breach of any undertaking, agreement, warranty, representation or covenant of County.

8. **Closing Procedures.**

A. **Closing Location.** The closing on the Properties shall occur simultaneously (the “Closing”). The Closing shall take place at the office of Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by the Parties.

B. **Conveyance of Title.** At Closing, City and Authority shall execute and deliver to County a Special Warranty Deed (the “Deed”) conveying fee simple title to Parcels 1050 and 1050A, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances, except for those matters as to which a waiver of objections is deemed to have occurred. City and Authority shall also execute and deliver to County a Temporary Construction Easement, substantially in the form of **Exhibit “D”** conveying a temporary, non-exclusive construction easement in Parcel 7050 at Closing. Additionally, Authority shall deliver to County an executed FAA letter and Deed of Release as to the Properties pursuant to Section 5.

C. **Closing Costs.** At Closing, County shall pay all costs associated with conveyance of the Properties. All parties acknowledge that County, City and Authority are exempt from payment of the Documentary Stamp Tax.

D. **Prorating of Taxes and Assessments.** Authority shall pay all taxes, assessments, and charges applicable to the Properties, if any, for all years through the Closing Date. At Closing, Authority will pay to County, or the closing agent, by credit to the Purchase Price or otherwise, Authority’s and City’s pro-rata share of all taxes, assessments and charges, if any, allocable to the Properties for the year of closing, as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and/or other applicable governmental unit. It is understood and acknowledged that the Properties, as property of Authority and City, is exempt from ad valorem real estate taxes, and Authority and City shall cooperate in good faith with County to evidence and confirm all applicable exemptions from taxes.

9. **Defaults.** In the event Authority breaches any warranty or representation contained in this Agreement or wrongfully fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Authority under the terms and provisions of this Agreement, County, in County’s sole and absolute discretion, shall be entitled to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement. Notwithstanding same, Authority shall have ten (10) days from the receipt of written notice within which to cure the alleged breach or failed performance before County either

commences an action seeking specific performance or terminates this Agreement. County hereby waives any right to any and all damages and all other remedies not expressly authorized above. Upon such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force and effect except to the extent provisions of this Agreement expressly state that they survive termination. In the event County wrongfully fails to comply with any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by County under the terms and provisions of this Agreement, Authority's sole and exclusive remedy for any such default shall be giving written notice to County demanding, and obtaining, the agreed ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) as full liquidated damages. County shall immediately pay said sum to Authority, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever except to the extent provisions in this Agreement expressly state that they survive. County and Authority acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Authority as a result of any default by County and agree that such liquidated damages are a reasonable estimate of such damages. Authority further acknowledges and agrees that County was materially induced to enter into this Agreement in reliance upon Authority's agreement to accept the above-described damages as Authority's sole and exclusive remedy and that County would not have entered into this Agreement but for Authority's agreement to so limit Authority's remedy.

10. **Broker.** Each party represents to the other that it has not dealt with any real estate broker in connection with this Agreement. Each party hereby agrees to indemnify and hold the other party harmless from all claims, lawsuits, damages and attorneys' fees suffered or incurred by said other party as a result of the indemnifying party having dealt with such a broker. This provision shall survive Closing or earlier termination of this Agreement.

11. **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand delivery, facsimile or other electronic transmission to the addresses or facsimile numbers of the parties set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

County: Orange County
201 S. Rosalind Avenue
Orlando, Florida 32801
Attn: County Attorney
Telephone: 407-836-7320
Telecopy: 407-836-5888

Copy to: Orange County Real Estate Management
400 E. South Street, 5th Floor
Orlando, Florida 32801
Attn: Manager
Telephone: 407-836-7070
Telecopy: 407-836-5969

Authority: The Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Phillip N. Brown, Executive Director

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.
Telephone: (407) 658-8566
Telecopy: (407) 281-8564

City: City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Attn: Chief Administrator Officer
Telephone: 407-246-3091

Copy to: City Attorney's Office
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Attn: City Attorney
Telephone: 407-246-2295

Any notice or other communication (i) sent by overnight courier shall be deemed effectively given or received upon receipt, and (ii) sent by facsimile shall be deemed effectively given on the day of such electronic transmission and received upon electronic confirmation of same. If not transmitted or confirmed prior to 5:00 p.m. Eastern Daylight Time on the business day effected, then such transmission or confirmation shall be deemed effectively given or received on the first business day after the day of transmission of such notice and confirmation of such transmission. Refusal to accept delivery shall be deemed delivered.

12. **Assignment.** County will not assign its rights or duties hereunder in whole or in part, except with the prior written consent of Authority.

13. **Force Majeure.** Neither Authority nor County will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, governmental regulations or delay, acts of

governmental authority (including any moratorium imposed by such authority or inability to obtain necessary permits, approvals, entitlements from any such authority) unusual weather conditions, floods, riots, rebellion, terrorist acts, or sabotage.

14. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Authority, City and County. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representative, successors and assigns. This Agreement may be executed (i) in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement, and (ii) via facsimile or scanned email transmission, with the original executed version to be delivered within three (3) days by a nationally recognized commercial mail courier. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Authority, City and County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closings and during the Term of this Agreement. This Agreement shall be interpreted under the laws of the State of Florida. Any claims, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, if not settled in a manner mutually agreeable to both County and Authority, shall be brought exclusively in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida and the Parties consent to venue and jurisdiction therein.

15. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, however the material provisions of this Agreement are dependent upon one another and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term or provision of this Agreement be held invalid or unenforceable the party protected by such provision may demand that the parties negotiate such reasonable alternate contract language as may be necessary to restore that party to its previous position or mitigate its loss.

16. **Attorneys' Fees.** In the event of any dispute hereunder, or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising here from, the predominately prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, and other professional fees, and costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

17. **FAA Civil Rights.** The County assures that it will comply with all the “Non-Discrimination Requirements”, and the “Non-Discrimination Regulations”, all as set forth in **“Exhibit F”** for construction and/or operation activities occurring on any portion of the Properties.

18. **Public Entity Crimes Act.** County represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and County further acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

[SIGNATURES OF PARTIES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Authority and City have caused this Agreement to be executed as of the dates set forth below.

TWO WITNESSES:

**GREATER ORLANDO AVIATION
AUTHORITY**

(1) [Signature]
Printed Name: Alba L. Bueno

By: [Signature]
Phillip N. Brown, A.A.E., Executive Director
Date: 5-21, 2018

(2) [Signature]
Printed Name: Milagro Azagosa

ATTEST:

[Signature]
Dayci S. Burnette-Snyder, Assistant Secretary

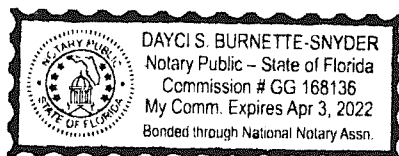
APPROVED AS TO FORM AND LEGALITY
On the 24th day of May, 2018 for the use
and reliance of the Greater Orlando Aviation
Authority, only.

Marchena and Graham, P.A., Counsel

By: [Signature]
Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of May, 2018, by Phillip N. Brown, who represented to me that he is the ~~Executive Director~~ CEO of the Greater Orlando Aviation Authority authorized to act on behalf of the same. He is (check one) ☒ personally known to me, or ☐ has produced _____ as identification.



[Signature]
Print Name: Dayci S. Burnette-Snyder
Notary Public, State of Florida
Commission No.: GG 168136
My Commission Expires: 4/3/2022

TWO WITNESSES:

CITY OF ORLANDO, FLORIDA

(1) Denise Holdridge
Printed Name: DENISE HOLDRIDGE

By: Patty Sheehan
Printed Name: PATTY SHEEHAN
Title: MAYOR PRO TEM
Date: JUNE 26, 2018

(2) Elizabeth Davidson
Printed Name: Elizabeth Davidson

ATTEST: Denise Aldridge
Printed Name: Denise Aldridge
Title: City Clerk

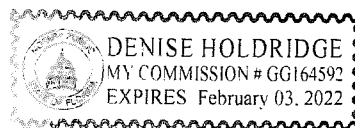
APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS 25 DAY OF
June, 201

By: [Signature]
Printed Name: Ron Payne

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2018, by PATTY SHEEHAN, who represented to me that he/she is the MAYOR PRO TEM of THE CITY OF ORLANDO authorized to act on behalf of the same. He/she is (check one) ☒ personally known to me, or ☐ has produced _____ as identification.

Denise Holdridge
Print Name: DENISE HOLDRIDGE
Notary Public, State of Florida
Commission No.: GG164592
My Commission Expires: 2-3-22



City Council Meeting: 6-11-18
Item: K-3 Documentary: 180611K03

ORANGE COUNTY, FLORIDA, BUYER

BY: 

Russell Corriveau, Its Agent

DATE: 7/31/18

EXHIBIT "A"

Parcel 1050

SCHEDULE "A"

Parcel 1050

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Begin at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 100.18 feet to the South line of the North 100 feet of said lot 8; thence run North 89 degrees 55' 45" West along said South line a distance of 24.73 feet to the intersection with the East right of way line of Boggy Creek Road also being the West line of said Lot 8; thence run North 00 degrees 58' 20" West along said East right of way line a distance of 100.05 feet to the POINT OF BEGINNING.

Containing 2,835 square feet, more or less.

THIS IS NOT A SURVEY

BEARINGS BASED ON THE WEST LINE OF THE N.W. 1/4 OF SEC. 34, TWP. 24 S., RGE. 30 E BEING N00°58'20"W PER THE BOGGY CREEK RIGHT OF WAY MAP.

COUNTY PROJECT NO. 5085


ROAD NAME: BOGGY CREEK ROAD

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

Daniel A. Groves

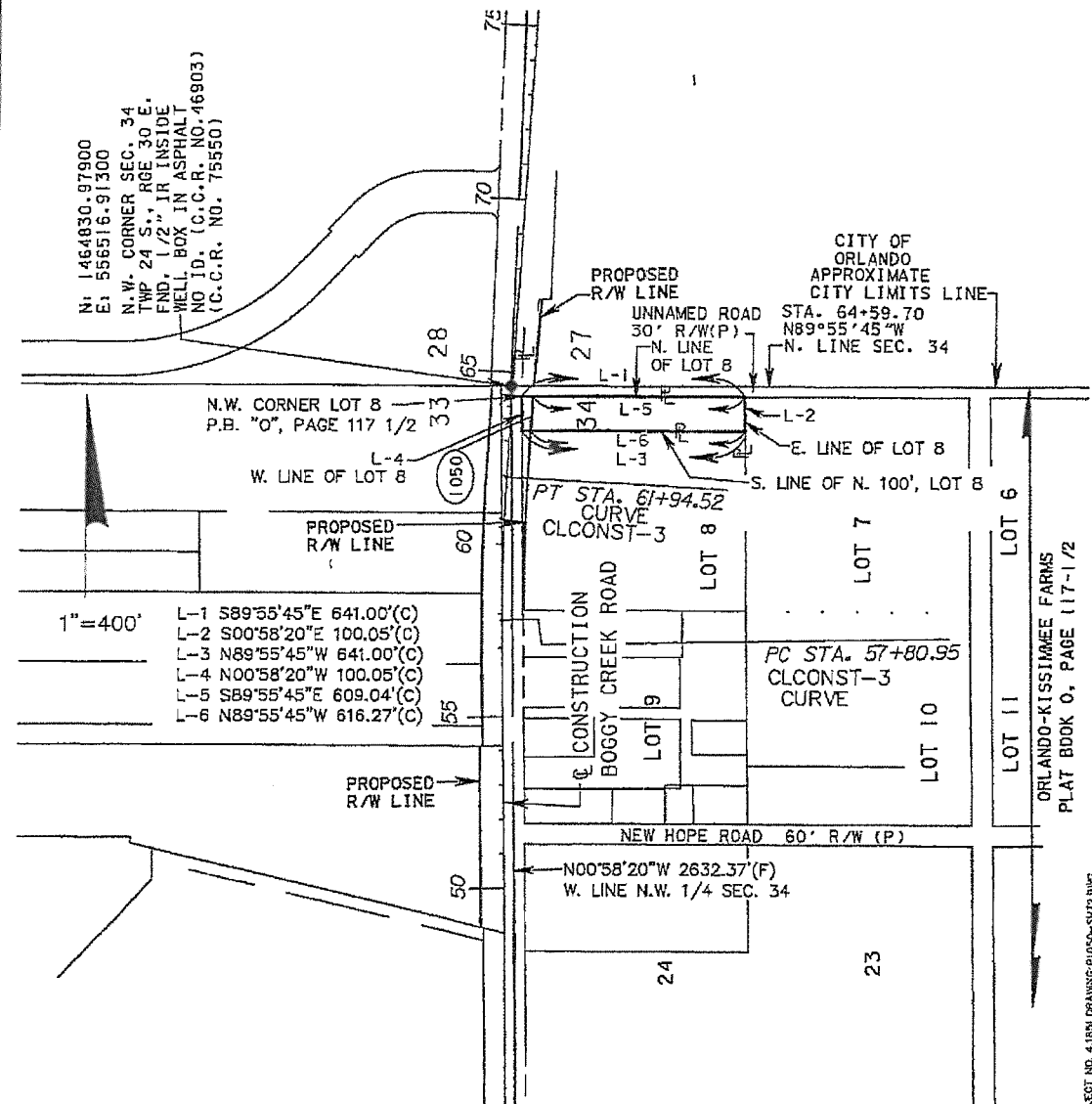
DANIEL A. GROVES, FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 4625
METRIC ENGINEERING, INC. L.B. NO. 2294

PROJECT NO. 41851 DRAWING: P1050-SHT1.DWG

	METRIC ENGINEERING, INC. ENGINEERS - PLANNERS - SURVEYORS 615 CRESCENT EXECUTIVE CT. SUITE 524, LAKE MARY, FLORIDA 32746 PHONE (407) 644-1688 FAX (407) 644-1921			SECTION 34 TOWNSHIP 24 SOUTH RANGE 30 EAST
	DRAWN BY: D.GROVES DRAWING DATE: JUNE 05, 2009	CHECKED BY: D.GROVES DATE: SEPT. 24, 2009	PARCEL NO. 1050	9-20-11 FINAL <i>DH</i> DATE REVISIONS BY

LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

PARCEL 1050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

AC. ACRE
BRG. BEARING
C. CENTERLINE
(C) CALCULATED
CH. CHORD
Δ DELTA/CENTRAL ANGLE

(D) DEED
FND. FOUND
(F) BASED ON FIELD MEASURE
L. ARC LENGTH
LT. LEFT
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK

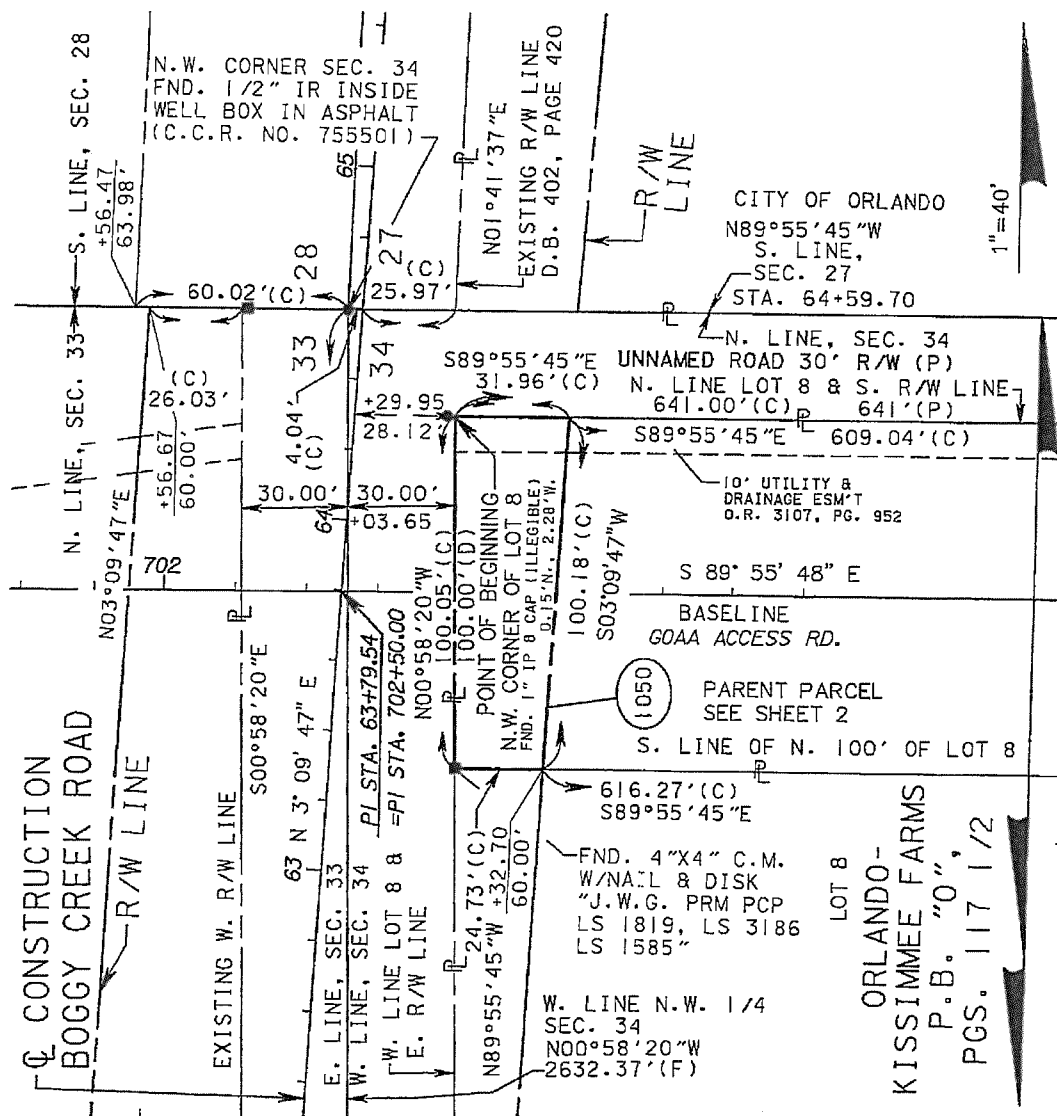
P.C. POINT OF CURVATURE
P.I. POINT OF INTERSECTION
P.T. POINT OF TANGENCY
PL. PROPERTY LINE
R. RADIUS
RGE. RANGE
RT. RIGHT

R/W RIGHT OF WAY
SEC. SECTION
S.F. SQUARE FEET
T. TANGENT LENGTH
TWP. TOWNSHIP

SHEET 2 OF 3

LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

PARCEL 1050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

AC. ACRE
BRG. BEARING
C CENTERLINE
(C) CALCULATED
CH. CHORD
Δ DELTA/CENTRAL ANGLE

(D) DEED
FND. FOUND
(F) BASED ON 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
P. PROPERTY LINE
R. RADIUS
RGE. RANGE
RT RIGHT

R/W RIGHT OF WAY
SEC. SECTION
S.F. SQUARE FEET
T TANGENT LENGTH
TWP. TOWNSHIP

SHEET 3 OF 3

PROJECT NO. 41051 DRAWING: P1050-SHT3.DWG

LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

EXHIBIT "B"

Parcel 1050A

SCHEDULE "A"

Parcel 1050A

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet to the POINT OF BEGINNING; thence continue South 89 degrees 55' 45" East along said North line a distance of 4.00 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 100.18 feet to the intersection with the South line of the North 100 feet of said Lot 8; thence leaving said South line run North 89 degrees 55' 45" West a distance of 4.00 feet; thence run North 03 degrees 09' 47" East a distance of 100.18 feet to the POINT OF BEGINNING.

Containing 401 square feet, more or less.

SHEET 1 OF 3

THIS IS NOT A SURVEY

SKETCH ON SHEET 2&3 OF 3

PREPARED FOR:
ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=N/A

PROJECT #: 06-1114.000

DESIGN: CU CHECKED: AQ

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE
SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

Illegible signature
7/5/17
ALLEN L. QUICKEL DATE
PROFESSIONAL SURVEYOR AND MAPPER #8481
STATE OF FLORIDA



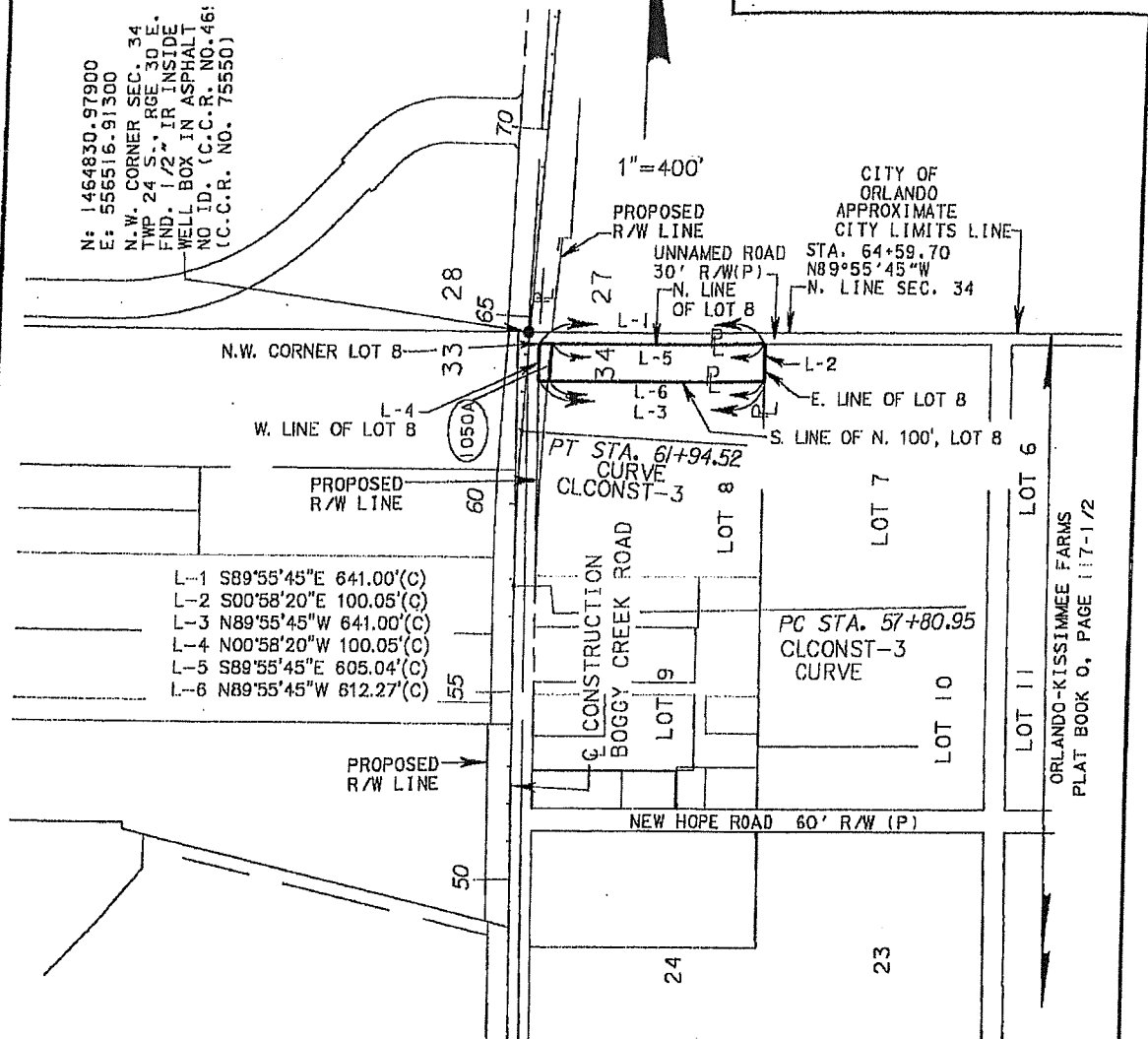
Phone: (407) 896-0594

L.B. #2648

941 Luke Baldwin Lane - Orlando, Florida 32814

LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

PARCEL 1050A
SKETCH OF DESCRIPTION.
THIS IS NOT A SURVEY




LEGEND

AC.	ACRE	(D)	DEED	P.C.	POINT OF CURVATURE	R/W	RIGHT OF WAY
BRG.	BEARING	FND.	FOUND	P.I.	POINT OF INTERSECTION	SEC.	SECTION
Q	CENTERLINE	(F)	BASED ON FIELD MEASURE	P.T.	POINT OF TANGENCY	S.F.	SQUARE FEET
(C)	CALCULATED	L	ARC LENGTH	PL	PROPERTY LINE	T	TANGENT LENGTH
CH.	CHORD	LT	LEFT	R	RADIUS	TWP.	TOWNSHIP
Δ	DELTA/CENTRAL ANGLE	O.R.B.	OFFICIAL RECORDS BOOK	RGE.	RANGE		
		P.B.	PLAT BOOK	RT	RIGHT		

DESCRIPTION ON SHEET 1 OF 3

SHEET 2 OF 3

PREPARED FOR: ORANGE COUNTY					
DATE: FEBRUARY, 2016 SCALE: 1"=400'					
PROJECT #: 06-1114.000					
DESIGN: CU CHECKED: AQ	6/27/17	CHANGE PARCEL NUMBER			
	DATE	REVISIONS			



DRMP
ENGINEERING • SURVEYING • PLANNING • SCIENTISTS
Phone: (407) 896-0594
I.B. #2648
941 Lake Bohlwin Lane - Orlando, Florida 32814

LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B") PARCELS
1050/1050A/7050

SHEET 3 OF 3

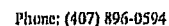
ORANGE COUNTY

PROJECT #: 06-1114.000

CHECKED: AQ

CHANGE PARCEL NUMBER

REVISIONS



1.13. //2648

1.13. 112.64R

941 Lake Baldwin Lane - Orlando, Florida 32814

**LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B") PARCELS
1050/1050A/7050**

EXHIBIT "C"

Parcel 7050

SCHEDULE "A"

Parcel 7050

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet; thence continue South 89 degrees 55' 45" East along said North line a distance of 4.00 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 21.32 feet to the POINT OF BEGINNING; thence run South 67 degrees 52' 41" East a distance of 21.33 feet; thence run North 89 degrees 53' 08" East a distance of 28.00 feet; thence run South 00 degrees 06' 50" East a distance of 39.78 feet; thence run South 89 degrees 39' 05" West a distance of 33.49 feet; thence run South 71 degrees 35' 40" West a distance of 18.25 feet; thence run North 03 degrees 09' 47" East a distance of 53.80 feet to the POINT OF BEGINNING.

Containing 2,097 square feet, more or less.

THIS IS NOT A SURVEY

BEARINGS BASED ON THE WEST LINE OF THE N.W. 1/4 OF SEC. 34, TWP. 24 S., RGE. 30 E BEING N00°58'20"W PER THE BOGGY CREEK RIGHT OF WAY MAP.

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

Daniel A. Groves

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

COUNTY PROJECT NO. 5085

ROAD NAME: BOGGY CREEK ROAD



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 34
TOWNSHIP 24 SOUTH
RANGE 30 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JUNE 08, 2009

CHECKED BY: D.GROVES
DATE: SEPT. 24, 2009

PARCEL NO.
7050

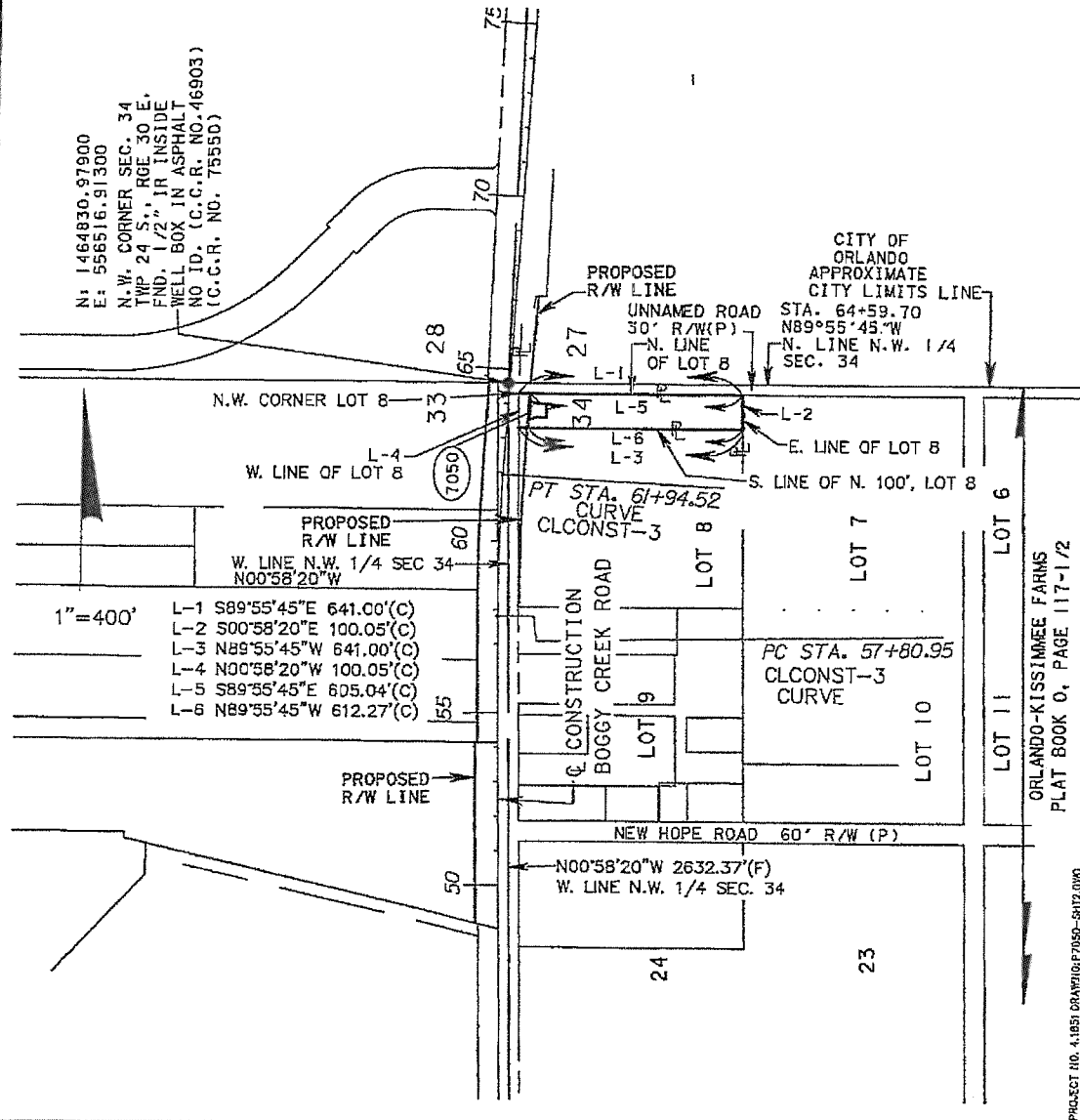
9-28-09 FINAL *DM*
DATE REVISIONS BY

SCALE 1" = NA
SHEET 1 OF 3

PROJECT NO. 41851 DRAWING#7050-SHT1.DWG

LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050

**PARCEL 7050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY**

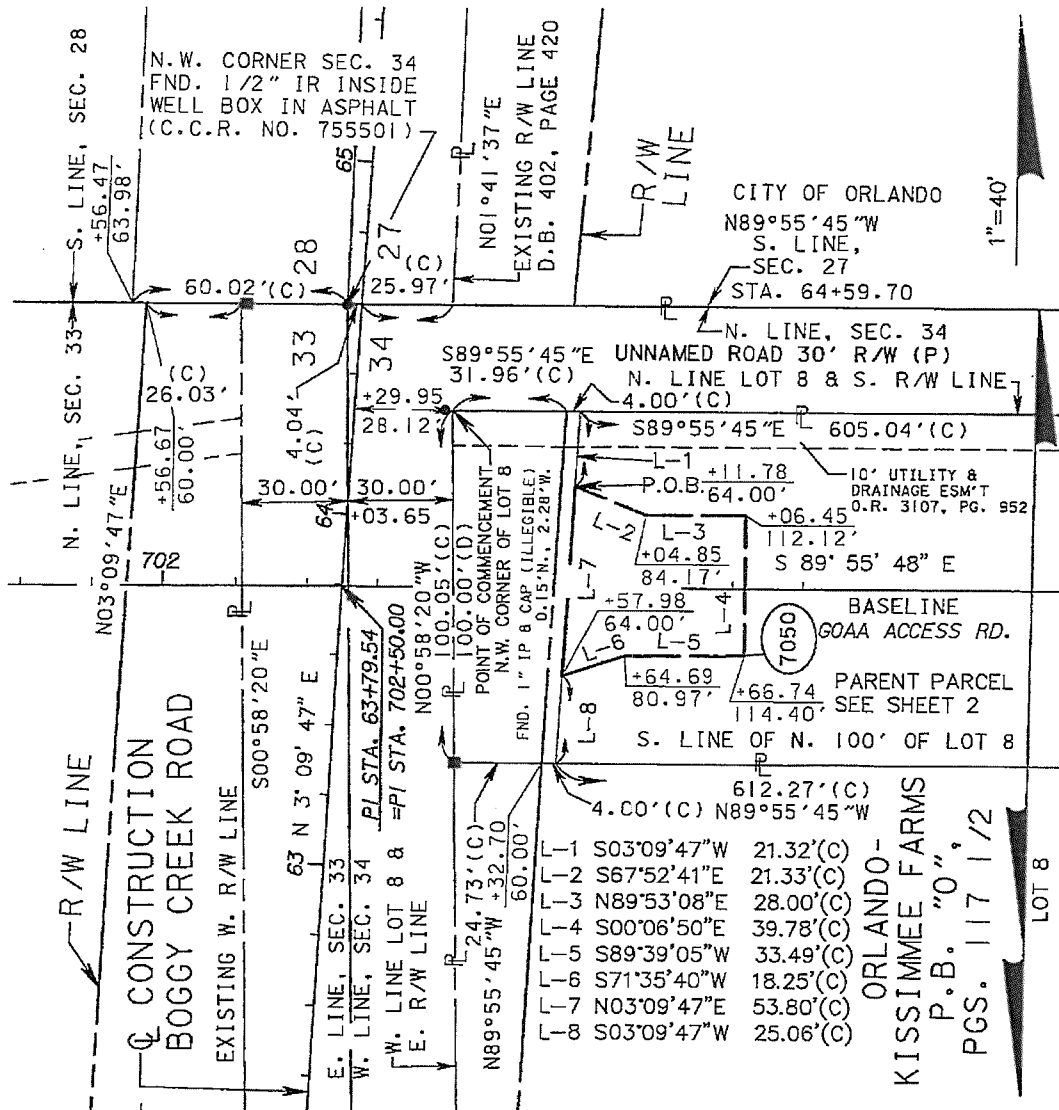


LEGEND					
AC.	ACRE	(D)	DEED	(P)	PLAT
BRG.	BEARING	FND.	FOUND	P.C.	POINT OF CURVATURE
C	CENTERLINE	(F)	BASED ON FIELD MEASURE	P.I.	POINT OF INTERSECTION
(C)	CALCULATED	L	ARC LENGTH	P.T.	POINT OF TANGENCY
CH.	CHORD	LT	LEFT	R	PROPERTY LINE
Δ	DELTA/CENTRAL ANGLE	O.R.B.	OFFICIAL RECORDS BOOK	R	RADIUS
		P.B.	PLAT BOOK	RGE.	RANGE
				RT	RIGHT
				R/W	RIGHT OF WAY
				SEC.	SECTION
				S.F.	SQUARE FEET
				T	TANGENT LENGTH
				TWP.	TOWNSHIP

SHEET 2 OF 3

**LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050**

PARCEL 7050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



PROJECT NO. 4.1851 ORANGE: P7050-SHT3.DWG

LEGEND

AC. ACRE
BRG. BEARING
CL CENTERLINE
(C) CALCULATED
CH. CHORD
Δ DELTA/CENTRAL ANGLE

(D)	DEED
FND.	FOUND
(F)	BASED ON 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.O.B	POINT OF BEGINNING
P.T.	POINT OF TANGENCY
R	PROPERTY LINE
R	RADIUS
RGE.	RANGE

R/W	RIGHT OF WAY
SEC.	SECTION
S.F.	SQUARE FEET
T	TANGENT LENGTH
TWP.	TOWNSHIP

SHEET 3 OF 3

**LEGAL/SKETCH OF DESCRIPTION
(SCHEDULES "A" & "B")
PARCELS 1050/1050A/7050**

EXHIBIT "D"
TEMPORARY CONSTRUCTION EASEMENT

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the ____ day of _____, A.D. 20____, by City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, and Greater Orlando Aviation Authority, a public and governmental body created as an agency of the City of Orlando, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399, GRANTORS, 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 GRANTORS, 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, subject to the restrictions set forth in Schedule "C," a Temporary Construction 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"

Portion of Property Appraiser's Parcel Identification Number:

a portion of

34-24-30-6368-00-080

THE GRANTORS covenant with the GRANTEE that the GRANTORS are lawfully seized of said lands in fee simple; that the GRANTORS have 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 GRANTORS hereby fully warrant the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in their name.

Signed, sealed, and delivered
in the presence of:

City of Orlando

Witnesses:

By: _____
Buddy Dyer, Mayor

ATTEST: _____
Alana C. Brenner, City Clerk

Printed Name

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the City of Orlando, Florida only.

Printed Name

_____, 2018

City Attorney, Orlando, Florida

Printed Name

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 20____, by Buddy Dyer, Mayor, and Alana C. Brenner, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced _____ and _____ as identification.

Witness my hand and official seal this ____ day of _____, 20____.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for the
County and state aforesaid

My commission expires:

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in their name.

Greater Orlando Aviation Authority,
a public and governmental body created
as an agency of the City of Orlando

Witnesses:

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 20____

ATTEST:

Dayci S. Burnette-Snyder, Assistant Secretary

APPROVED AS TO FORM AND LEGALITY
On the ____ day of _____, 20__ for the
use and reliance of the Greater Orlando Aviation
Authority, only.

Marchena and Graham, P.A., General Counsel

By: _____
Marchena and Graham, P.A.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by Phillip N. Brown, A.A.E., Chief Executive Officer, and Dayci S. Burnette-Snyder, Assistant
Secretary, of Greater Orlando Aviation Authority, a public and governmental body created as an agency
of the City of Orlando. They are personally known to me or have produced
_____ and _____ as identification.

(Notary Seal)

Notary Signature

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Printed Notary Name

Notary Public in and for the
county and state aforesaid
Commission No: _____

My Commission expires:

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in their name.

Greater Orlando Aviation Authority,
a public and governmental body created
as an agency of the City of Orlando

Witnesses:

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 20__

ATTEST:

Dayci S. Burnette-Snyder, Assistant Secretary

Printed Name

APPROVED AS TO FORM AND LEGALITY
On the ____ day of _____, 20__ for the
use and reliance of the Greater Orlando Aviation
Authority, only.

Printed Name

Marchena and Graham, P.A., General Counsel

By: _____
Marchena and Graham, P.A.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Phillip N. Brown, A.A.E., Chief Executive Officer, and Dayci S. Burnette-Snyder, Assistant Secretary, of Greater Orlando Aviation Authority, a public and governmental body created as an agency of the City of Orlando. They are personally known to me or have produced _____ and _____ as identification.

(Notary Seal)

Notary Signature

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Printed Notary Name

Notary Public in and for the
county and state aforesaid
Commission No: _____

My Commission expires:

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be signed in their name.

Greater Orlando Aviation Authority,
a public and governmental body created
as an agency of the City of Orlando

Witnesses:

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 20____

ATTEST:

Dayci S. Burnette-Snyder, Assistant Secretary

Printed Name

APPROVED AS TO FORM AND LEGALITY
On the ____ day of _____, 20__ for the
use and reliance of the Greater Orlando Aviation
Authority, only.

Printed Name

Marchena and Graham, P.A., General Counsel

By: _____
Marchena and Graham, P.A.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Phillip N. Brown, A.A.E., Chief Executive Officer, and Dayci S. Burnette-Snyder, Assistant Secretary, of Greater Orlando Aviation Authority, a public and governmental body created as an agency of the City of Orlando. They are personally known to me or have produced _____ and _____ as identification.

(Notary Seal)

Notary Signature

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Printed Notary Name

Notary Public in and for the
county and state aforesaid
Commission No: _____

My Commission expires:

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

SCHEDULE "A"

SCHEDULE "A"

Parcel 7050

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet; thence continue South 89 degrees 55' 45" East along said North line a distance of 4.00 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 21.32 feet to the POINT OF BEGINNING; thence run South 67 degrees 52' 41" East a distance of 21.33 feet; thence run North 89 degrees 53' 08" East a distance of 28.00 feet; thence run South 00 degrees 06' 50" East a distance of 39.78 feet; thence run South 89 degrees 39' 05" West a distance of 33.49 feet; thence run South 71 degrees 35' 40" West a distance of 18.25 feet; thence run North 03 degrees 09' 47" East a distance of 53.80 feet to the POINT OF BEGINNING.

Containing 2,097 square feet, more or less.

THIS IS NOT A SURVEY

BEARINGS BASED ON THE WEST LINE OF THE N.W. 1/4 OF SEC. 34, TWP. 24 S., RGE. 30 E BEING N00°58'20"W PER THE BOGGY CREEK RIGHT OF WAY MAP.

COUNTY PROJECT NO. 5085

ROAD NAME: BOGGY CREEK ROAD

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

David A. Groves

DAVID 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 104,
LAKE MARY, FLORIDA 32746
PHONE (407) 644-1898 FAX (407) 644-1821

SECTION 34
TOWNSHIP 24 SOUTH
RANGE 30 EAST

DRAWN BY: D.GROVES
DRAWING
DATE: JUNE 09, 2009

CHECKED BY: D.GROVES
DATE: SEPT. 24, 2009

PARCEL NO.
7050

9-28-11 FINAL RSM
DATE REVISIONS BY

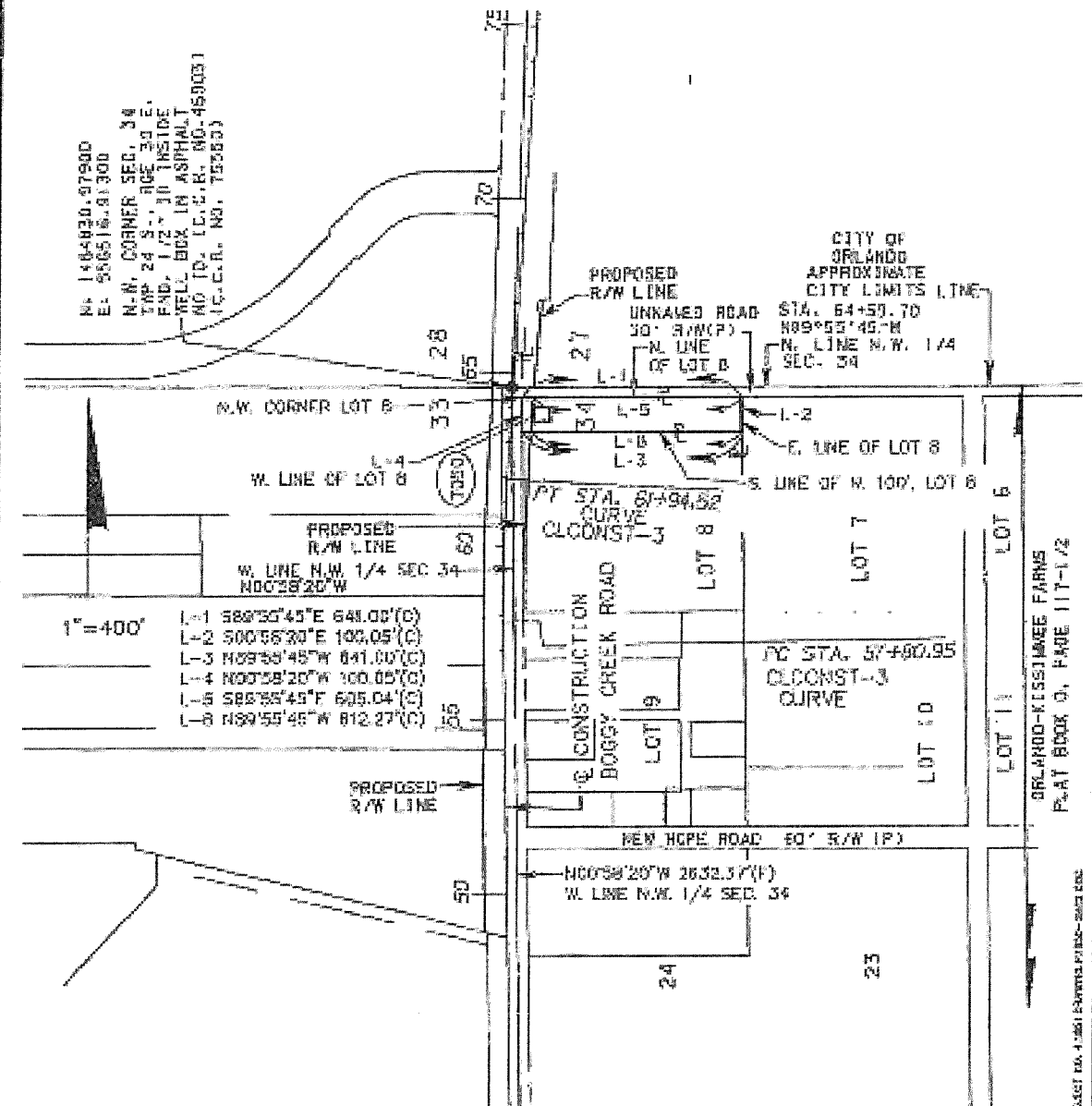
SCALE 1" = 50'
SHEET 1 OF 3

ORANGE COUNTY RECORDS 1881 TO 1890

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

PARCEL 7050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

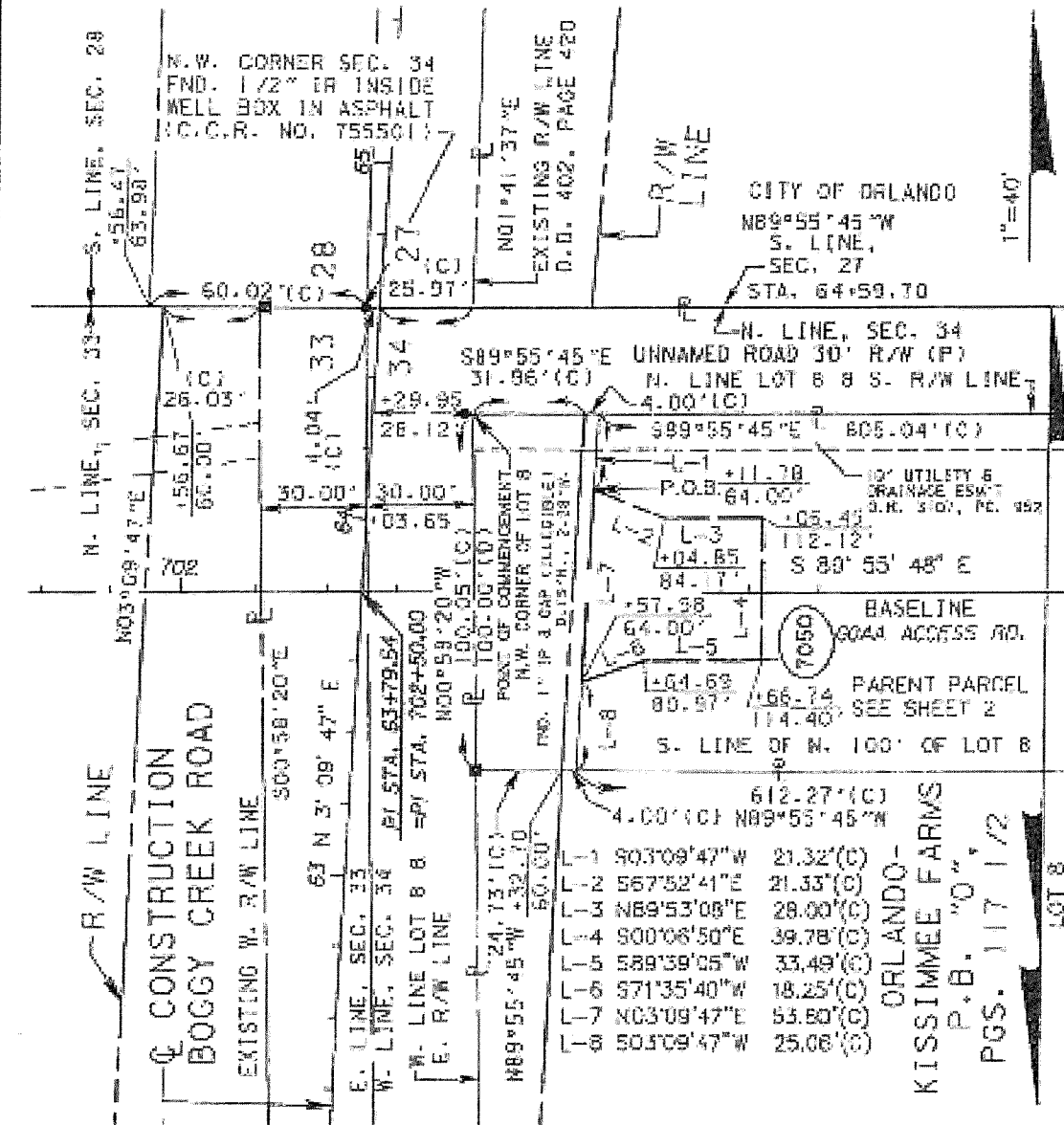


LEGEND							
AC.	ACRE	(D)	DEED	(P)	PLAT	R/W	RIGHT OF WAY
BRC	BENDING	END.	FOUND	P.C.	POINT OF CURVATURE	SEC.	SECTION
C	CENTERLINE	(F)	BASED ON FIELD MEASURE	P.I.	POINT OF INTERSECTION	S.F.	SQUARE FEET
(C)	CALCULATED	L	ARC LENGTH	P.T.	POINT OF TANGENCY	T	TANGENT LENGTH
CH.	CHORD	LT	LEFT	P.L.	PROPERTY LINE	TWP.	TOWNSHIP
CH.	CHORD	O.R.B.	OFFICIAL RECORDS BOOK	R	RADIUS		
Δ	DELTA CENTRAL ANGLE	P.B.	PLAT BOOK	RCE	RANGE		
				RT	RIGHT		

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

PARCEL 7050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

AC.	ACRE	(D)	DEED	P.C.	POINT OF CURVATURE	R/W	RIGHT OF WAY
BEAR.	BEARING	FND.	FOUND	P.I.	POINT OF INTERSECTION	SEC.	SECTION
C	CENTERLINE	(F)	BASED ON FIELD MEASURE	P.O.B.	POINT OF BEGINNING	S.F.	SQUARE FEET
(C)	CALCULATED	L	ARC LENGTH	P.T.	POINT OF TANGENCY	T	TANGENT LENGTH
CH.	CHORD	LP	LEFT	R	PROPERTY LINE	TWL	TOWNSHIP
Δ	DELTA/CENTRAL ANGLE	O.R.B.	OFFICIAL RECORDS BOOK	R	RADIUS		
		P.B.	PLAT BOOK	RCT	RANGE		

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

SCHEDULE "B"

BOGGY CREEK ROAD PARCEL 7050

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7050 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

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

Instrument: 7050.1

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

SCHEDULE "C"

1. City and Authority reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.
2. County, City and Authority expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.
3. County, City and Authority expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.
4. County, City and Authority, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.
5. City and Authority shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 7.9.

EXHIBIT "E"
THE 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 contract 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 purchase agreement 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 purchase agreement shall be terminated upon notice to SELLER of such unacceptability with no party to this purchase agreement having any further liability to any other.

EXHIBIT “F”
FAA REQUIRED CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

County agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds County until the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance of this contract, County, for itself, its assignees, and successors in interest (hereinafter referred to as “**County**”) agrees as follows:

1. **Compliance with Regulations:** County (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** County, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. County will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by County for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by County of County’s obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** County will provide all information and reports required by the Acts, the Regulations, and directives issues pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of County is in the exclusive possession of another who fails or

refuses to furnish the information, County will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of County's noncompliance with the non-discrimination provisions of this contract, Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to County under the contract until County complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** County will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. County will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if County becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, then County may request Authority to enter into any litigation to protect the interests of Authority. In addition, County may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, County, for itself, its assignees, and successors in interest (hereinafter referred to as "**County**") agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination of Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Airlines, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*);
- Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 31 2018

Instrument: 1050.2/1050A.2

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central FL Greenway SR 417)

SUBORDINATION OF UTILITY INTERESTS

THIS SUBORDINATION, entered into by and between Duke Energy Florida, LLC d/b/a Duke Energy, a Florida limited liability company, f/k/a Duke Energy Florida, Inc. f/k/a Florida Power Corporation, a Florida corporation d/b/a Progress Energy Florida, Inc., hereinafter called Utility and Orange County, a charter county and political subdivision of the State of Florida, hereinafter called County

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for public road right-of-way purposes; and

WHEREAS, the proposed use of these lands for public road right-of-way purposes will require subordination of the interest claimed in such lands by Utility to County; and

WHEREAS, County is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and County agree as follows:

Utility hereby subordinates to the interest of County, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE ATTACHED SCHEDULE "A"

Encumbrance(s):

Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc.
FROM: John S. and Mary E. Smith, his wife
Distribution Easement filed March 7, 1968
Recorded in Official Records Book 1712, Page 351
Public Records of Orange County, Florida

Instrument: 1050.2/1050A.2

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central FL Greenway SR 417)

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with County's current minimum standards for such facilities as required by Article VI, Chapter 21 of the Orange County Code, as it may be replaced, amended, or superseded from time to time. Any new construction or relocation of facilities within the lands will be subject to prior approval by County. Should County fail to approve any new construction or relocation of facilities by the Utility otherwise authorized under the aforementioned subordinated interest or require the Utility to alter, adjust, or relocate its facilities located within said lands in connection with this subordination, County shall pay the reasonable cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements (collectively "Reimbursement Costs").
2. Utility shall provide written notice to County's Director of Public Works (or equivalent in the event of reorganization) of the estimated costs and narrative scope of any alteration, adjustment, relocation, or removal of its facilities or of the acquisition of any additional easements at least 60 days prior to Utility incurring such costs.
3. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions herein, with the exception of the provision herein regarding Reimbursement Costs.
4. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of County's facilities.
5. The Utility agrees to indemnify and hold County harmless for, from and against any and all losses, claims or damages incurred by County to the extent arising from Utility's or Utility's Contractor's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of Utility's facilities located on the above described easement.

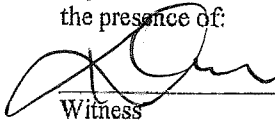
Instrument: 1050.2/1050A.2

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central FL Greenway SR 417)

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year below written.

Duke Energy Florida, LLC d/b/a
Duke Energy, f/k/a Duke Energy Florida, Inc.,
f/k/a Florida Power Corporation d/b/a
Progress Energy Florida, Inc.


Signed, sealed and delivered in
the presence of:


Witness

Kalen D. Mason
Printed Name


Witness

Bruce Todd Boyer
Printed Name

By: 
Kris Tietig
Printed Name

Its: Manager, Lend Services
Title

Date: 6/14/18



(Two WITNESSES required by Florida law)

STATE OF FLORIDA
COUNTY OF SEMINOLE

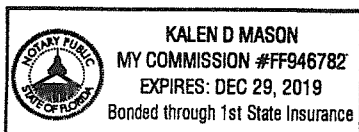
The foregoing instrument was acknowledged before me this 16 day of June, 2018, by Kris Tietig, as Land Services Manager of Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc., on behalf of the limited liability company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

Witness my hand and official seal this 16 day of June, 2018.

(Notary Seal)


Notary Signature

Kalen D. Mason
Printed Notary Name
Notary Public in and for the
county and state aforesaid



My commission expires: 12/29/2019

Instrument: 1050.2/1050A.2

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central FL Greenway SR 417)

IN WITNESS WHEREOF, County has executed this Subordination on the day and year below written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

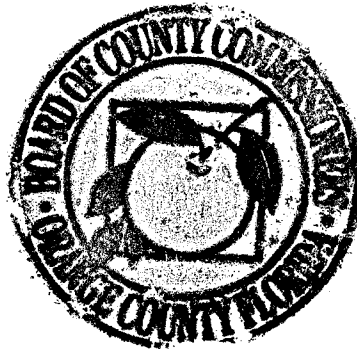
Date: 7.31.18

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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name



This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

SCHEDULE "A"

Parcel 1050

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Begin at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 100.18 feet to the South line of the North 100 feet of said lot 8; thence run North 89 degrees 55' 45" West along said South line a distance of 24.73 feet to the intersection with the East right of way line of Boggy Creek Road also being the West line of said Lot 8; thence run North 00 degrees 58' 20" West along said East right of way line a distance of 100.05 feet to the POINT OF BEGINNING.

Containing 2,835 square feet, more or less.

SHEET 1 OF 3

THIS IS NOT A SURVEY

SKETCH ON SHEET 2&3 OF 3

PREPARED FOR:
ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=N/A

PROJECT #: 06-1114.000

DESIGN: CU CHECKED: AQ

THIS IS NOT A SURVEY WITHOUT THE
SIGNED AND SEALED SEAL

ALLEN C. BRIDGES
PROFESSIONAL SURVEYOR AND MAPPER #6481
STATE OF FLORIDA

DATE
2/29/16

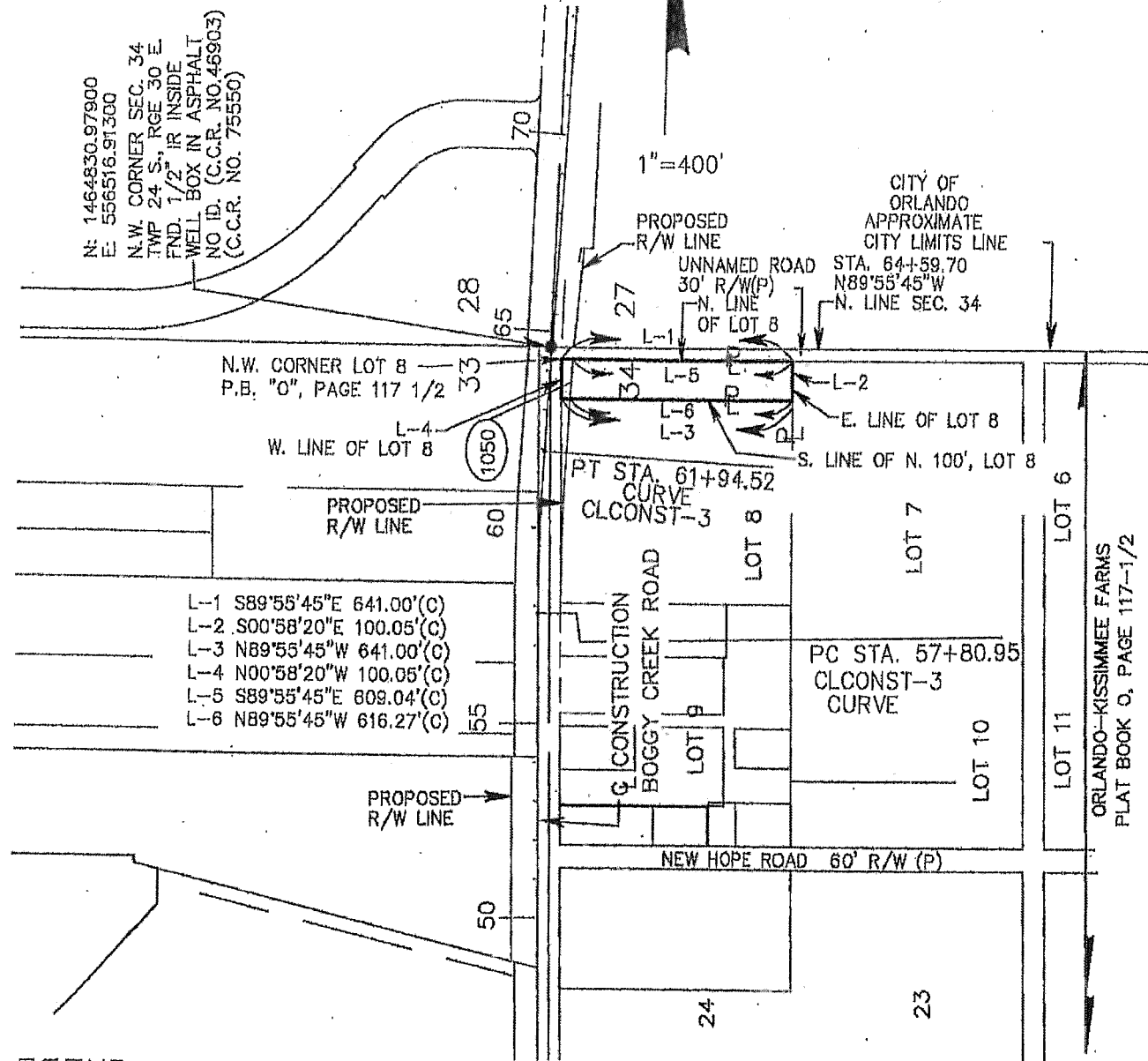


Phone: (407) 896-0594

L.B. #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

PARCEL 1050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

AC.	ACRE	(D)	DEED	P.C.	POINT OF CURVATURE	R/W	RIGHT OF WAY
BRG.	BEARING	FND.	FOUND	P.I.	POINT OF INTERSECTION	SEC.	SECTION
C	CENTERLINE	(F)	BASED ON FIELD MEASURE	P.T.	POINT OF TANGENCY	S.F.	SQUARE FEET
(C)	CALCULATED	L	ARC LENGTH	R	PROPERTY LINE	T	TANGENT LENGTH
CH.	CHORD	LT	LEFT	RGE.	RANGE	TWP.	TOWNSHIP
Δ	DELTA/CENTRAL ANGLE	O.R.B.	OFFICIAL RECORDS BOOK	RT	RIGHT		
		P.B.	PLAT BOOK				

DESCRIPTION ON SHEET 1 OF 3

SHEET 2 OF 3

PREPARED FOR:
ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=400'

PROJECT #: 06-1114.000

DESIGN: CU CHECKED: AQ

DATE

REVISIONS



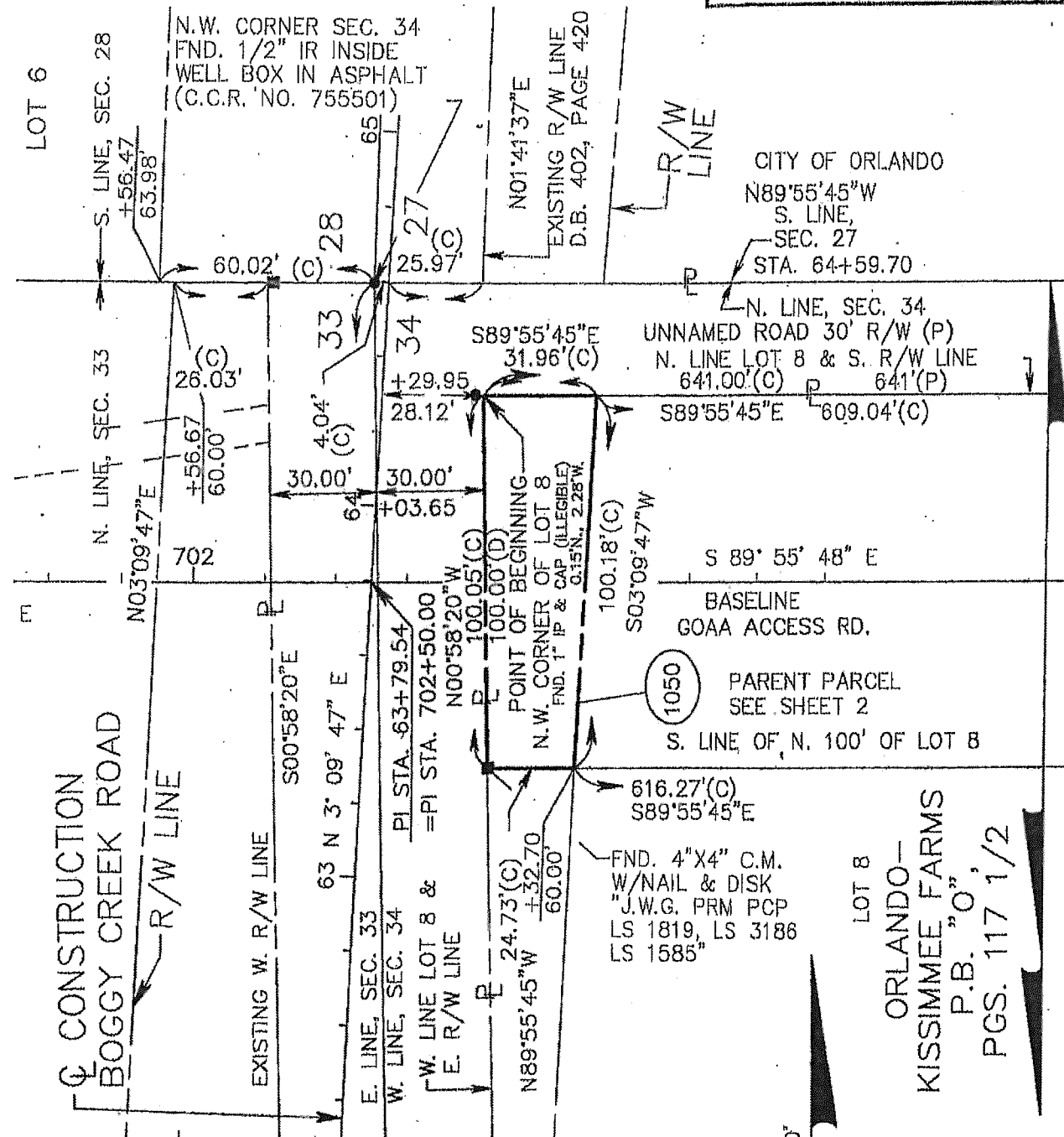
ENGINEERS • SURVEYORS • PLANNERS • AGENT/1676

Phone: (407) 896-0394

L.B. #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

PARCEL 1050
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



DESCRIPTION ON SHEET 1 OF 3

SHEET 3 OF 3

PREPARED FOR:

ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=40'

PROJECT #: 06-1114.000

DESIGN: CU

CHECKED: AQ

DATE

REVISIONS



Phone: (407) 896-0594

L.B. #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

SCHEDULE "A"

Parcel 1050A

A portion of the North 100 feet of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of Lot 8, ORLANDO-KISSIMMEE FARMS, according to the plat thereof as recorded in Plat Book "O", Page 117 1/2, of the Public Records of Orange County, Florida, thence run South 89 degrees 55' 45" East along the North line of said Lot 8, also being the South right of way line of an unnamed road according to aforesaid plat of ORLANDO-KISSIMMEE FARMS a distance of 31.96 feet to the POINT OF BEGINNING; thence continue South 89 degrees 55' 45" East along said North line a distance of 4.00 feet; thence leaving said North line run South 03 degrees 09' 47" West a distance of 100.18 feet to the intersection with the South line of the North 100 feet of said Lot 8; thence leaving said South line run North 89 degrees 55' 45" West a distance of 4.00 feet; thence run North 03 degrees 09' 47" East a distance of 100.18 feet to the POINT OF BEGINNING.

Containing 401 square feet, more or less.

SHEET 1 OF 3

THIS IS NOT A SURVEY

SKETCH ON SHEET 2&3 OF 3

PREPARED FOR:

ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=N/A

PROJECT #: 06-1114.000

DESIGN: CU CHECKED: AQ

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE
SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

STATE OF
ALLEN L. QUICKEL
PROFESSIONAL SURVEYOR AND MAPPER #8481
STATE OF FLORIDA

DATE
7/5/17

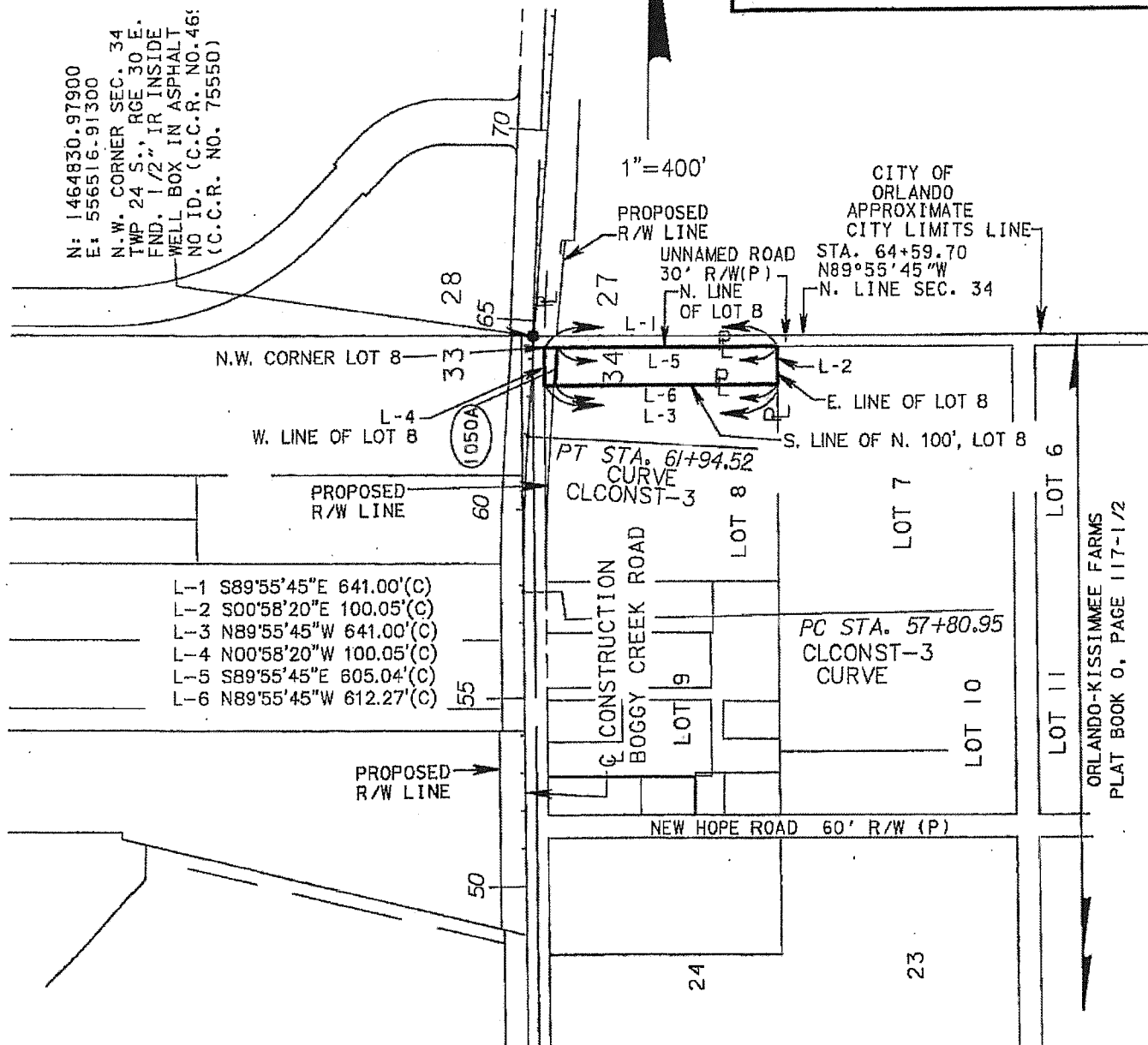


Phone: (407) 896-0594

L.B. #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

PARCEL 1050A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LEGEND

AC. ACRE	(D) DEED	P.C. POINT OF CURVATURE	R/W RIGHT OF WAY
BRG. BEARING	FND. FOUND	P.I. POINT OF INTERSECTION	SEC. SECTION
CL CENTERLINE	(F) BASED ON FIELD MEASURE	P.T. POINT OF TANGENCY	S.F. SQUARE FEET
(C) CALCULATED	L ARC LENGTH	PL PROPERTY LINE	T TANGENT LENGTH
CH. CHORD	LT LEFT	R RADIUS	TWP. TOWNSHIP
Δ DELTA/CENTRAL ANGLE	O.R.B. OFFICIAL RECORDS BOOK	RGE. RANGE	
	P.B. PLAT BOOK	RT RIGHT	

DESCRIPTION ON SHEET 1 OF 3

SHEET 2 OF 3

PREPARED FOR:

ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=400'

PROJECT #: 06-1114.000

DESIGN: CU CHECKED: AQ

6/27/17	CHANGE PARCEL NUMBER
DATE	REVISIONS

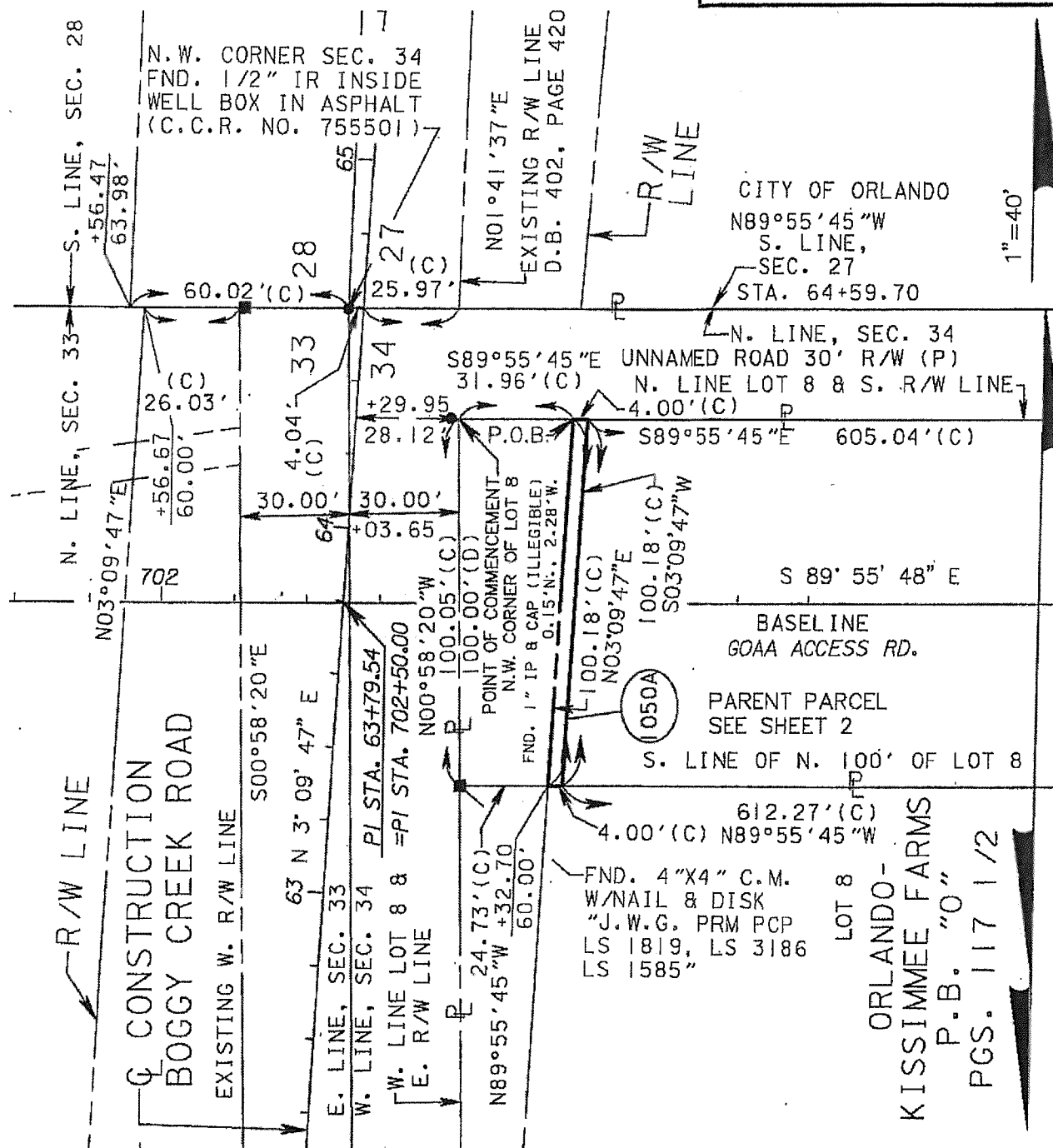


Phone: (407) 896-0594

L.B. #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

PARCEL 1050A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



DESCRIPTION ON SHEET 1 OF 3

SHEET 3 OF 3

PREPARED FOR:

ORANGE COUNTY

DATE: FEBRUARY, 2016 SCALE: 1"=40'

PROJECT #: 06-1114.000

DESIGN: CU CHECKED: AQ

6/27/17	CHANGE PARCEL NUMBER
DATE	REVISIONS



Phone: (407) 896-0594

L.B. #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

CERTIFICATE OF VALUE

Project: Boggy Creek Road South
County: Orange
Parcel No.: 1050

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

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. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have provided Orange County with two previous appraisal reports on this property in the past three years. The appraisal reports were dated May 12, 2017 and August 25, 2017 and were performed for negotiation purposes. This appraisal report is for an update of the prior updated/ revised (August 25, 2017) appraisal.
5. 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.
6. 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.
7. 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.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition by Orange County.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of Orange County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part acquired, including net severance damages after special benefits, if any, of the property appraised as of the 1st day of March, 2018, is:

THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS

Market value should be allocated as follows:


LAND	\$ <u>15,700</u>
IMPROVEMENTS	\$ <u>16,100</u>
NET DAMAGES &/OR	
COST TO CURE	\$ <u>1,800</u>
TOTAL	\$ <u>33,600</u>

LAND AREA: (Ac/SF) 2,835 SF

Land Use (HABU as vacant): Future Mixed Use Development

March 20, 2018

DATE


DAVID K. HALL, ASA
State-Certified General Appraiser #RZ1314

CERTIFICATE OF VALUE

Project: Boggy Creek Road South
County: Orange
Parcel No.: 1050A

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

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. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
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5. 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.
6. 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.
7. 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.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition by Orange County.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of Orange County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part acquired, including net severance damages after special benefits, if any, of the property appraised as of the 1st day of March, 2018, is:


THREE THOUSAND DOLLARS

Market value should be allocated as follows:

LAND	\$ <u>2,300</u>
IMPROVEMENTS	\$ <u>700</u>
NET DAMAGES &/OR	
COST TO CURE	\$ <u>0</u>
TOTAL	\$ <u>3,000</u>

LAND AREA: (Ac/SF)	<u>401 SF</u>
Land Use (HABU as vacant):	<u>Future Mixed Use Development</u>

March 20, 2018
DATE


DAVID K. HALL, ASA
State-Certified General Appraiser #RZ1314

CERTIFICATE OF VALUE

Project: Boggy Creek Road South
County: Orange
Parcel No.: 7050

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

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. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
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9. I understand that this appraisal is to be used in connection with the acquisition by Orange County.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
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Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part acquired, including net severance damages after special benefits, if any, of the property appraised as of the 1st day of March, 2018, is:

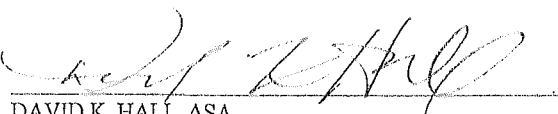
TEN THOUSAND TWO HUNDRED DOLLARS

Market value should be allocated as follows:

LAND	\$ <u>7,900</u>
IMPROVEMENTS	\$ <u>2,300</u>
NET DAMAGES &/OR	
COST TO CURE	\$ <u>0</u>
TOTAL	\$ <u>10,200</u>

LAND AREA: (Ac/SF)	<u>2,097 SF</u>
Land Use (HABU as vacant):	<u>Future Mixed Use Development</u>

March 20, 2018
DATE


DAVID K. HALL, ASA
State-Certified General Appraiser #RZ1314

ADDENDUM TO CERTIFICATE

- I hereby certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. This report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
- The American Society of Appraisers has a mandatory re-certification program for all of its Senior Members. Mr. Hall is in compliance with that program.
- The following individual provided significant professional assistance to the undersigned real estate appraiser.
- Craig S. Adams, State-Certified General Appraiser No. RZ665. Mr. Adams assisted the appraiser in field inspections of the subject and comparable properties, collection and analysis of comparable sales and rentals, data verification, valuation analysis and report writing.
- Metric Engineering, Inc. furnished a Legal Description and Sketch of Description for the subject property.
- GAI Consultants, Inc. furnished a planning/engineering analysis for the subject property (last updated on August 14, 2017).
- JCB Construction, Inc. furnished a cost estimate for the items in the acquisition and a cost to cure, if any. These estimates are dated April 11, 2017 and are valid for one year. Parcel 8050 referenced in his report has been converted to a fee acquisition (Parcel 1050A) but this does not alter the cost estimate.

March 20, 2018
Date



David K. Hall, ASA
State-Certified General Appraiser #RZ1314

BULLARD, HALL & ADAMS, INC.
Appraisers – Consultants

DAVID K. HALL, ASA
President, State-Certified
General Appraiser #RZ1314

CRAIG S. ADAMS
Vice-President, State-Certified
General Appraiser #RZ665

1144 Pelican Bay Drive
Daytona Beach, Florida 32119
386/788-3770
FAX: 386/788-7995
E-Mail: Info@BHAFLL.com

March 20, 2018

Mr. Christopher Langton
Real Estate Management Division
400 East South Street, 5th Floor
Orlando, Florida 32802-1393

RE: Updated Appraisal of Parcels 1050/1050A/7050; Boggy Creek Road South (From North of Orange County Line to North of SR-417); Orange County, Florida; Owner – City of Orlando and Greater Orlando Aviation Authority (GOAA); Our Project No. 17-01.

Mr. Langton:

In accordance with your request (Purchase Order No. M86883-3), I have updated the appraisal of Parcels 1050 and 1050A for the purpose of rendering an opinion of the market value of the fee simple interest for the acquisition, plus damages to the remainder, if any; and the market value of the temporary construction easement (Parcel 7050). It is my understanding that the function and intended use of this appraisal will be for negotiations and possible litigation.

This Appraisal Report, as requested by Orange County, is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice and FDOT Supplemental Standards of Appraisal.

This property was first appraised with a date of May 12, 2017. The permanent easement Parcel 8050 was converted to a fee acquisition (Parcel 1050A) in the second appraisal dated August 25, 2017. This revised appraisal updates and supersedes the previous appraisals.

Mr. Christopher Langton
March 20, 2018
Page 2

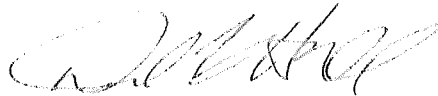
It is my opinion that the market value of the fee simple interest for the acquisition (Parcels 1050 and 1050A), plus damages to the remainder, if any; and the market value of the temporary construction easement (Parcel 7050), as of March 1, 2018, was:

Parcel 1050	- \$33,600
Parcel 1050A	- \$ 3,000
Parcel 7050	- <u>\$10,200</u>
Total	- \$46,800

The legal description and valuation discussions are included in the report. The report also includes the definition of market value, underlying assumptions and limiting conditions, and qualifications of the appraisers.

I trust that this report is sufficient for your purposes. If I can furnish additional information, please contact me.

Yours very truly,



David K. Hall, ASA
State-Certified General
Appraiser No. RZ1314

DKH/jaj

Attachment: Appraisal Report

Project: Boggy Creek (Osceola Cnty line to 600' N. of Central FL Greenway SR 417) Invest
Parcel No.: 1050/1050A/7050
Name of Owners: City of Orlando/ GOAA
Page No.: 1

SETTLEMENT ANALYSIS

 Pre-Condemnation
 X Not Under Threat

County's Appraised Value

Parcel 1050

Land: 2,835 square feet	\$15,700.00
Improvements: 6 foot chain link fence, Barbed wire fence, asphalt pavement, concrete traffic pole 15-inch RCP and concrete MES	\$16,100.00
Cost-to-Cure: In the before, the entrance to the driveway had a no trespassing sign, was gated, and had an 85' foot stacking area east of the Boggy Creek Road right of way. After the fee acquisition, the sign and stacking area will have to be re-established and a gate replaced 85' plus east of Boggy Creek Road.	\$1,800.00

Parcel 1050A

Land: 401 square feet	\$2,300.00
Improvements:	\$ 700.00
Cost to Cure: None	\$ 0

Parcel 7050

Land: 2,097 square feet	\$7,900.00
Improvements:	\$2,300.00
Cost-to-Cure: None	\$ 0

Total Appraisal Value – All Parcels	<u>\$46,800.00</u>
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Owner's Requested Amount—Initial

Parcel Amount:	\$46,800
Expert Fees: n/a	\$0
Attorney Fees: n/a	\$0

Total Owner's Requested Amount—Initial:	<u>\$46,800</u>
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Project: Boggy Creek (Osceola Cnty line to 600' N. of Central FL Greenway SR 417) Invest
Parcel No.: 1050/1050A/7050
Name of Owners: City of Orlando/ GOAA
Page No.: 2

Owner's Requested Amount—After Negotiations

Parcel Amount:	\$46,800
Expert Fees: n/a	\$0
Attorney Fees: n/a	\$0
Cost-to-Cure: n/a	\$0
Total Owner's Requested Amount—After Negotiations:	<u>\$46,800</u>

Recommended Settlement Amount

\$46,800

EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject property is a narrow tract of land on the east side of Boggy Creek Road. This tract is 1.4721 acres in size and is improved with an asphalt paved entrance road owned by the City of Orlando and the Greater Orlando Airport Authority ("GOAA"). Parcel 1050 (containing 2,835 square feet) and Parcel 1050A (containing 401 square feet) are being acquired in fee simple for road right of way. Parcel 7050 is a temporary construction easement (containing 2,097 square feet). The owner has accepted the appraised value in the total amount of \$46,800 inclusive of all fees and costs. I recommend and request approval of \$46,800. Closing is contingent on GOAA obtaining from the Federal Aviation Administration certain approvals related to this sale.

Recommended by:  Date: 7/13/18
Russell L. Corriveau, Assistant Manager, Real Estate Mgmt. Division

Approved by:  Date: 7/13/18
Paul Sladek, Manager, Real Estate Mgmt. Division