



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: February 22, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

FROM: Paul Sladek, Manager *PS*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval of Purchase Agreement between Orange County and Nona Village Center, LLC, approval and execution of County Deed from Orange County to Nona Village Center, LLC and Quit-Claim Deed from Orange County to Central Florida Expressway Authority, and authorization to perform all actions necessary and incidental to closing

PROJECT: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

District 4

PURPOSE: To dispose of property surplus to the needs of the County.

ITEMS: Purchase Agreement

County Deed
Revenue: \$96,500
Size: 24,176.11 square feet

Quit-Claim Deed
Revenue: None
Size: Not applicable (limited access line)

REVENUE: Account No.: 1003-072-2766-6410

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: On October 30, 2018, the Board adopted a resolution (Resolution) declaring surplus certain property located along the west side of Narcoossee Road just north of S.R. 417 (Parcel) and directing the Real Estate Management Division (REM) to offer the Parcel for sale to owners of adjacent property pursuant to private sale, consistent with the provisions of Section 125.35(2), Florida Statutes. On the same date, the Board also approved a Limited Access Line Relocation Agreement (LAL Agreement) with the Central Florida Expressway Authority (CFX) to facilitate the relocation of a limited access line necessary for the County to sell the Parcel.

In accordance with Section 125.35(2), Florida Statutes, notice of the County's intended action to sell the Parcel was sent to owners of adjacent property and only one bid for \$96,500 was received from Nona Village Center, LLC (Buyer). The Resolution provided that the highest bid "shall be accepted, provided that such bid is equal to or greater than the Parcel's appraised value of ... \$96,500.00". REM has determined the bid to be appropriate and recommends that it be accepted.

Pursuant to the petition attached as Exhibit "B" to the Purchase Agreement, Buyer has requested that the County release the right of entry over the Parcel that otherwise may have been reserved to Buyer by Section 270.11(1), Florida Statutes, and the County Deed effects such release. However, the County is expressly not releasing the mineral interests in the Parcel reserved to the County by Section 270.11(1), Florida Statutes.

In accordance with the Resolution, this Purchase Agreement provides the terms and conditions upon which the County will sell the Parcel to the Buyer. This County Deed will convey the County's interests in the Parcel to the Buyer. This Quit-Claim Deed is required by the LAL Agreement in connection with this transaction.

Buyer to pay purchase price and all recording fees in accordance with the Contract and the Release Payment in accordance with the LAL Agreement.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Contract**”) is made and entered into as of the Effective Date (hereinafter defined) by and between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, (“**SELLER**”) and NONA VILLAGE CENTER, LLC, a Florida limited liability company (“**BUYER**”).

RECITALS

A. Pursuant to Resolution No. 2018-M-42 (the “**Resolution**”) approved by the Orange County Board of County Commissioners (the “**Board**”) on October 30, 2018, the Board determined that certain lands, comprising approximately 24,176.11 square feet (0.56 acres, more or less), as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference, (the “**Property**”) are no longer needed for county purposes and that the requirements of Section 125.35, Florida Statutes (2018), for a private sale of the Property have been met.

B. In accordance with Section 125.35(2), Florida Statutes, and as directed by the Resolution, the Real Estate Management Division of SELLER sent notice of SELLER’s intended action to owners of adjacent property by certified mail; BUYER is the only owner of adjacent property to notify SELLER of its desire to purchase the Property within the time set forth in Section 125.35(2), Florida Statutes (2018).

C. As such, in accordance with Section 125.35(2), Florida Statutes, and as directed by the Resolution, the Real Estate Management Division of SELLER has negotiated with BUYER to effect a sale and conveyance of the Property at private sale (without receiving bids or publishing notice).

D. On October 30, 2018, the Board also approved that certain “Limited Access Line Relocation Agreement” between Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, (“**CFX**”) and SELLER with an effective date of November 8, 2018 (the “**LAL Agreement**”), which LAL Agreement concerns and impacts the Property.

E. Pursuant to Section 270.11(3), Florida Statutes, BUYER has petitioned SELLER to release certain interests in the Property that otherwise would be reserved to SELLER pursuant to Section 270.11(1), Florida Statutes, upon conveyance of the Property; a true, correct, and complete copy of BUYER’s petition is set forth in **Exhibit “B”** attached hereto and made a part hereof by this reference.

F. BUYER and SELLER desire to enter into this Contract to provide the terms and conditions for the sale and conveyance of the Property to BUYER.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. Effective Date. The term “**Effective Date**” shall mean and refer to the effective date of this Contract, which date shall be latest of: (i) the date this Contract is executed by BUYER; (ii) the date this Contract is executed by SELLER; and (iii) the date this Contract is approved by the Board.

3. Conveyance; Purchase Price. SELLER agrees to sell and convey the Property to BUYER by County Deed, in the form of Exhibit “C” attached hereto and incorporated herein by this reference (the “**Surplus Deed**”), for the sum of Ninety Six Thousand Five Hundred and No/100 U.S. Dollars (\$96,500.00), (the “**Purchase Price**”) upon the terms and conditions set forth herein.

4. AS-IS SALE. Except to the extent specifically set forth herein, SELLER makes and shall make no representation or warranty either express or implied regarding the condition, operability, safety, fitness for intended purpose, or use of the Property. BUYER specifically acknowledges and agrees that except as otherwise specifically set forth herein to the contrary, SELLER shall convey and BUYER shall accept the Property on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, BUYER is not relying on any representations or warranties of any kind whatsoever, express or implied, from SELLER and/or SELLER's board, staff, counsel, employees, and/or other agents, as to any matters concerning the Property except as specifically set forth in this Contract, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Property; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (iv) the development potential of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (viii) the compliance of the Property or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Property; (ix) the presence of hazardous or toxic materials on, under, or about the Property or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Property, (xi) any service contracts, guarantees or warranties, or other agreements affecting the Property; (xii) the economics of the transfer of the Property; (xiii) the freedom of the Property from latent or apparent vices or defects; (xiv) peaceable possession of the Property; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Property. BUYER shall not have any rights or claims whatsoever against SELLER or SELLER's board, staff, counsel, employees, or other agents, for damages, rescission, or reduction or return of the Transfer Amount because of any matter not represented or warranted by SELLER contained in this Contract, and all such rights and claims are hereby expressly waived by BUYER. The terms and provisions of this section shall survive the closing of this Contract.

5. Buyer Obligations. Within ten (10) business days after the Effective Date, BUYER shall:

5.1. Purchase Price. Deliver to SELLER the Purchase Price in the form a cashier's check, drawn on a local bank, payable to SELLER.

5.2. Documentary Stamp Tax; Recording Fees. Deliver to SELLER a second/separate check, payable to the Orange County Comptroller, in an amount equal to: (i) the documentary stamp tax due on this transaction; plus (ii) the recording fees necessary to record the Surplus Deed and the LAL Deed (hereinafter defined).

5.3. Release Payment; Recording Fees. Deliver to CFX the "**Release Payment**" (as defined in the LAL Agreement) and the "**Recording Fees**" (as defined in the LAL Agreement), as required by Section 2.3 of the LAL Agreement, and provide SELLER with written confirmation from CFX that CFX has received and accepted the Release Payment and the Recording Fees, pending the "**Closing**" (as defined in the LAL Agreement).

5.4. Assignment of LAL Agreement. Execute and deliver to SELLER an assignment and assumption of the LAL Agreement, in form and substance reasonably acceptable to SELLER, as contemplated by Section 4.5 of the LAL Agreement (the "**Assignment**"). All terms and provisions of the Assignment shall survive the closing of this Contract.

6. Seller Obligations. Within ten (10) business days after satisfaction of the obligations of BUYER described in Section 5 above, SELLER shall:

6.1. Eastern L/A Line. Record in the Public Records of Orange County, Florida, (the "**Public Records**") prior to the recording of the Surplus Deed, the quitclaim deed establishing the "**Eastern L/A Line**" (as defined in the LAL Agreement), as required by Section 2.1 of the LAL Agreement (the "**LAL Deed**"). BUYER hereby acknowledges that the Eastern L/A Line will be established in favor of CFX prior to the recording of the Surplus Deed, and that BUYER will take title to the Property subject to the Eastern L/A Line.

6.2. Surplus Deed. Record the Surplus Deed in the Public Records. An electronic copy of the recorded Surplus Deed will be delivered to BUYER by SELLER when available post-closing.

6.3. Assignment of LAL Agreement. Counter-execute the Assignment, and deliver an original, ink signed counterpart of the same to BUYER.

7. Other Expenses. For avoidance of doubt, except as otherwise expressly set forth in this Contract, BUYER shall pay for all costs and expenses to be incurred for the performance of the transaction, and the sale of the Property, as contemplated herein. Each party shall bear its own attorney's fees and expenses in connection with this Contract.

8. Taxes; Proration. There shall be no payment by SELLER or proration between BUYER and SELLER of taxes, charges, or assessments applicable to the Property; BUYER shall acquire title to the Property subject to all taxes, charges, or assessments applicable to the Property, if any.

9. Default and Remedies.

9.1. Breach; Default. In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Contract and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said default, breach, or other problem. If such default, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

9.2. Seller's Remedies. In the event of a default by BUYER, then SELLER may, at SELLER's election, either: (i) terminate this Contract by written notice to BUYER whereupon the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Contract; or (ii) pursue an action against BUYER for specific performance.

9.3. Buyer's Remedies. In the event of a default by SELLER, then BUYER, as BUYER's sole and exclusive remedies, shall (i) be entitled to terminate this Contract or (ii) seek specific performance of SELLER's obligations under Section 6 hereof, if that is the source of the default. In no event shall BUYER be entitled to initiate litigation seeking legal or equitable remedies, including but not limited to the right of specific performance or damages against SELLER.

9.4. Attorney's Fees and Costs. Both parties expressly agree that each party shall bear the cost of its own attorney's fees in connection with any dispute arising out of this Contract, or the breach, enforcement, or interpretation of this Contract, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney's fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

9.5. Choice of Law; Venue; Waiver of Jury Trial. This Contract shall be governed by and construed and enforced in accordance with substantive laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Contract shall lie in the court of competent jurisdiction in and for Orange County, Florida; each of BUYER and SELLER hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. BUYER AND SELLER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT.

10. Miscellaneous.

10.1. Assignment. Neither party may assign its rights under this Contract without the prior written consent of the other party.

10.2. Entire Agreement; Modification. This Contract contains the entire agreement of the parties and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Contract shall be of any force or effect. Any amendment to this Contract shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by BUYER and SELLER.

10.3. No Waiver. Neither the failure of a party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms and provisions of this Contract.

10.4. Brokers and Commission. BUYER represents to SELLER that BUYER is not aware of any person or entity which would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms and provisions of this section shall survive the closing of this Contract.

10.5. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in Orange County, Florida. For purposes of this Contract, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

[signature pages and exhibit follow]

This instrument prepared by:

Paul Sladek, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

IN WITNESS WHEREOF, SELLER and BUYER have caused this Contract to be duly executed as of the Effective Date.

“SELLER”

Signed, sealed, and delivered
in the presence of:

**ORANGE COUNTY, a charter county and
political subdivision of the State of Florida**



Print Name: Arlene Thomas



Print Name: Susan Benjamin

By: 

Name: **Paul Bryan Sladek**

Title: **Manager, Real Estate Mgmt. Division**

Date: 2/14/19

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

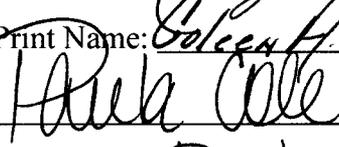
IN WITNESS WHEREOF, SELLER and BUYER have caused this Contract to be duly executed as of the Effective Date.

“BUYER”

Signed, sealed, and delivered
in the presence of:

NONA VILLAGE CENTER, LLC,
a Florida limited liability company



Print Name: Solomon H. Taylor


Print Name: Paula Cole

By: 

Print Name: **John C. Reich**
Title: **Managing Member**
Date: 2/11/18

EXHIBIT "A"

Legal Description of the Property

(see attached one (1) legal and sketch of description totaling two (2) pages)

**SCHEDULE "A"
LEGAL DESCRIPTION**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.

Containing 24,176.11 square feet, or 0.56 acres, more or less.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



William R. Muscatello, Jr.
William R. Muscatello, Jr.
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 4928

THIS IS NOT A SURVEY

PREPARED FOR: Engineering - Survey Section
DRAWING SCALE: N/A
PROJECT NUMBER 7849

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24		
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2		

EXHIBIT B

Petition Under Section 270.11(3), Florida Statutes

(see attached one (1) instrument totaling three (3) pages)

**PETITION TO ORANGE COUNTY, FLORIDA
FOR THE RELEASE OF RIGHT OF ENTRY**

NONA VILLAGE CENTER, LLC, a Florida limited liability company (the “Petitioner”), whose address is 10783 Narcoossee Road, Suite 117, Orlando, Florida 32832, hereby petitions the Grantor, **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32801-1393, for the release of the right of entry for the property located and more particularly described in **Exhibit “A”** attached hereto and made a part hereof by reference (the “Property”), pursuant to Fla. Stat. §§ 270.11(1) and (3) (2018).

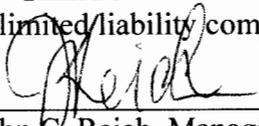
IN SUPPORT THEREOF, the Petitioner alleges the following:

1. The parcel will be an integral part of the Nona Village Center Planned Development.
2. The parcel will include one or more retail/commercial buildings with associated parking and utilities.
3. The right of entry, if not released, would be an encumbrance on the Petitioner’s title to the Property that would materially interfere with the Petitioner’s ability to develop the Property for its intended use, including negatively impacting sales and financing.
4. The authorized land use will not involve phosphate, mineral, metal or petroleum extraction.

WHEREAS, the Petitioner respectfully submits this Petition for the release of the right of entry for the foregoing Property pursuant to Fla. Stat. § 270.11 (2018).

Respectfully Submitted By:

NONA VILLAGE CENTER, LLC, a
Florida limited liability company

BY: 
John C. Reich, Managing Member

Address:
c/o Shutts & Bowen LLP
Attn: Stephen E. Cook, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801

Telephone: (407) 835-6750

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared John C. Reich, who first by me duly sworn, deposes and says that he is the petitioner named in and who signed the foregoing petition, that he is duly authorized to make this verification for and on behalf of all petitioners; that he has read the foregoing Petition and that the statements therein contained are true. He is personally known to me or produced _____ as identification.



(Signature)

John C. Reich, Managing Member

Sworn to and subscribed before me this 11th day of February, 2019.



(Signature of Notary)

Print Name: Coleen Anthony Taylor

Notary Public, State of Florida

My Commission Expires: Oct 24, 2020

(Notarial Seal)

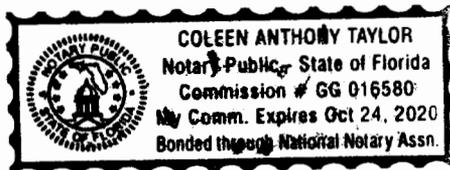


EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Orange, State of Florida, and described as follows:

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run South 59°36'12" West, along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, Page 39 of the Public Records of Orange County, Florida; thence run North 00°23'33" East, along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of North 00°27'02" East, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run South 65°22'21" West, for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: South 16°35'51" West, a distance of 12.62 feet; South 05°24'47" West, a distance of 273.83 feet; South 16°12'49" West, a distance of 47.49 feet; South 02°37'01" West, a distance of 174.66 feet; South 72°36'40" West, a distance of 31.43 feet; North 00°23'33" East, a distance of 470.50 feet; North 50°44'16" East, a distance of 29.43 feet; North 65°22'21" East, a distance of 60.12 feet to the Point of Beginning.

EXHIBIT C

Form of County Deed

(see attached one (1) instrument totaling three (3) pages)

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, and Nona Village Center, LLC, a Florida limited liability company, whose address is 10783 Narcoossee Road, Suite 117, Orlando, Florida, 32832, GRANTEE.

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$96,500.00 and other valuable considerations, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto said GRANTEE forever, all the right, title, interest, claim, and demand which GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED SCHEDULE "A" (the "Property")

**Property Appraiser's Parcel Identification Number:
unassigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of GRANTEE forever.

AND SUBJECT TO the covenants, conditions, restrictions, and reservations, set forth below:

1. Covenants, conditions, restrictions, and encumbrances of record, including the limited access rights held by the Central Florida Expressway Authority f/k/a Orlando-Orange County Expressway Authority.
2. GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of Summit Broadband Inc., a Florida corporation, and Tampa Electric Company, a Florida corporation doing business as TECO, and their respective successors and assigns, a right and easement for existing underground utilities, which right and easement includes the right to operate, maintain, repair and replace the same from time to time.

3. GRANTOR hereby releases any privilege to mine and develop its Reserved Mineral Interests (hereinafter defined) in the Property, which "right of entry" may otherwise have been reserved to GRANTOR under Section 270.11(1), Florida Statutes; provided, however, that GRANTOR expressly does not release either its undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the Property or its undivided one-half interest in all the petroleum that is or may be in, on, or under the Property, (its "Reserved Mineral Interests"), which Reserved Mineral Interests in the Property are reserved to GRANTOR under Section 270.11(1), Florida Statutes.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

Paul Sladek, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

SCHEDULE "A"

Legal Description

(see attached one (1) legal and sketch of description totaling two (2) pages)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 12 2019

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, and Nona Village Center, LLC, a Florida limited liability company, whose address is 10783 Narcoossee Road, Suite 117, Orlando, Florida, 32832, GRANTEE.

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$96,500.00 and other valuable considerations, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto said GRANTEE forever, all the right, title, interest, claim, and demand which GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED SCHEDULE "A" (the "Property")

Property Appraiser's Parcel Identification Number:
unassigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of GRANTEE forever.

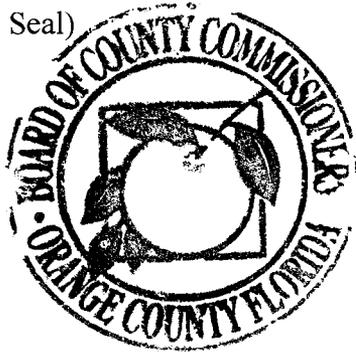
AND SUBJECT TO the covenants, conditions, restrictions, and reservations, set forth below:

1. Covenants, conditions, restrictions, and encumbrances of record, including the limited access rights held by the Central Florida Expressway Authority f/k/a Orlando-Orange County Expressway Authority.
2. GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of Summit Broadband Inc., a Florida corporation, and Tampa Electric Company, a Florida corporation doing business as TECO, and their respective successors and assigns, a right and easement for existing underground utilities, which right and easement includes the right to operate, maintain, repair and replace the same from time to time.

3. GRANTOR hereby releases any privilege to mine and develop its Reserved Mineral Interests (hereinafter defined) in the Property, which "right of entry" may otherwise have been reserved to GRANTOR under Section 270.11(1), Florida Statutes; provided, however, that GRANTOR expressly does not release either its undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the Property or its undivided one-half interest in all the petroleum that is or may be in, on, or under the Property, (its "Reserved Mineral Interests"), which Reserved Mineral Interests in the Property are reserved to GRANTOR under Section 270.11(1), Florida Statutes.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 12 March 2019

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:

Paul Sladek, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

SCHEDULE "A"

Legal Description

(see attached one (1) legal and sketch of description totaling two (2) pages)

**SCHEDULE "A"
LEGAL DESCRIPTION**

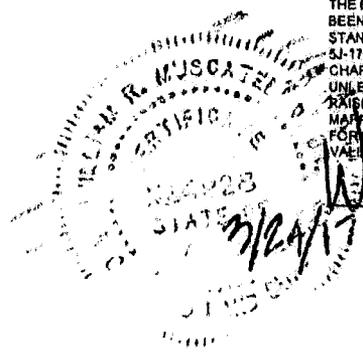
FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.

Containing 24,176.11 square feet, or 0.56 acres, more or less.

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



William R. Muscatello, Jr.
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 4928

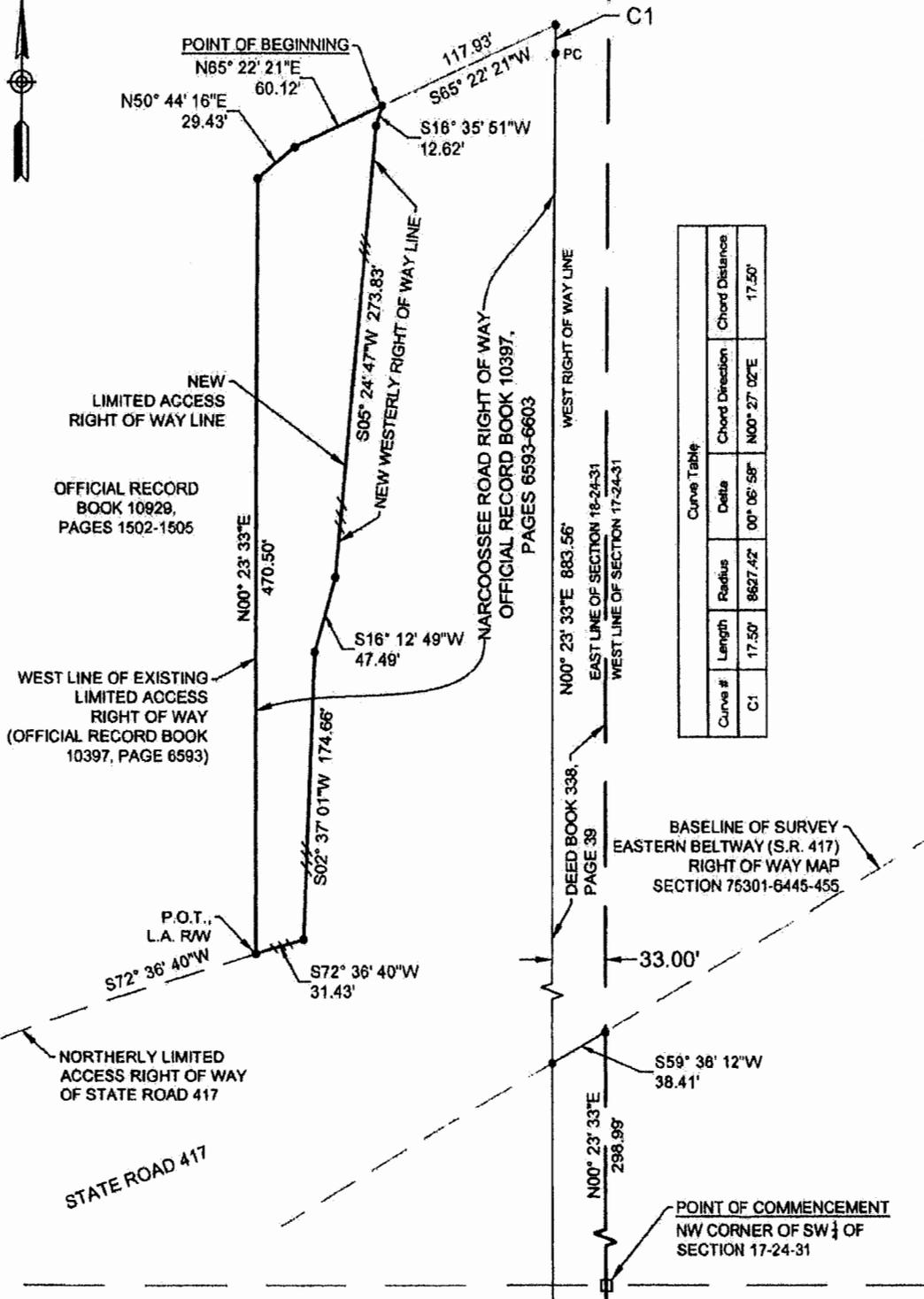
THIS IS NOT A SURVEY

PREPARED FOR: Engineering - Survey Section
DRAWING SCALE: N/A
PROJECT NUMBER 7849

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24		
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2		

SCHEDULE "A" SKETCH OF DESCRIPTION

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



LEGEND

- PC POINT OF CURVATURE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- L.A. LIMITED ACCESS
- R/W RIGHT OF WAY
- CHANGE IN DIRECTION.
- NO POINT SET

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH §1-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

Curve Table			
Curve #	Length	Radius	Delta
C1	17.50'	8627.42'	00° 06' 58"
			Chord Direction
			N00° 27' 02" E
			Chord Distance
			17.50'

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00° 23' 33" E, PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
Engineering -
Survey Section

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31
REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32838-9205
(407) 636-7940



DRAWING SCALE:
1" = 100'
PROJECT NUMBER
7849

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 12 2019

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

NOTE TO RECORDER: 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.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed on the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, to Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, having its principal place of business at 4974 ORL Tower Road, Orlando, Florida 32807, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand – including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule “A” – which the said GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

SEE ATTACHED SCHEDULE “A”

Property Appraiser’s Parcel Identification Number:
unassigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim, including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule “A”, whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the said GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Bryon W. Brubaker*
BY Jerry L. Demings
Orange County Mayor

DATE: 12 March 2019

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:

Paul Sladek, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

SCHEDULE "A"

Legal Description

(see attached one (1) legal and sketch of description totaling two (2) pages)

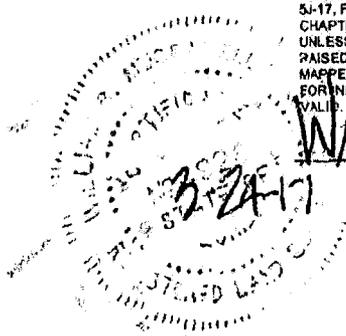
**SCHEDULE "A"
 LEGAL DESCRIPTION FOR
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 TO ESTABLISH LIMITED ACCESS RIGHTS
 (CFX PROJECT 455, PARCEL 45-502)**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

All rights of ingress, egress, light, air, and view to, from, or across the following described line which may otherwise accrue to any property adjoining said line:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", a chord distance of 17.50 feet, and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning for the Limited Access Right of Way along Narcoossee Road; thence continue from said point and along said Limited Access line the following 5 courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet to the Point of Termination of said Limited Access Right of Way line.

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



William R. Muscatello, Jr.
 William R. Muscatello, Jr.
 REGISTERED LAND SURVEYOR
 AND MAPPER
 STATE OF FLORIDA LICENSE NO. 4928

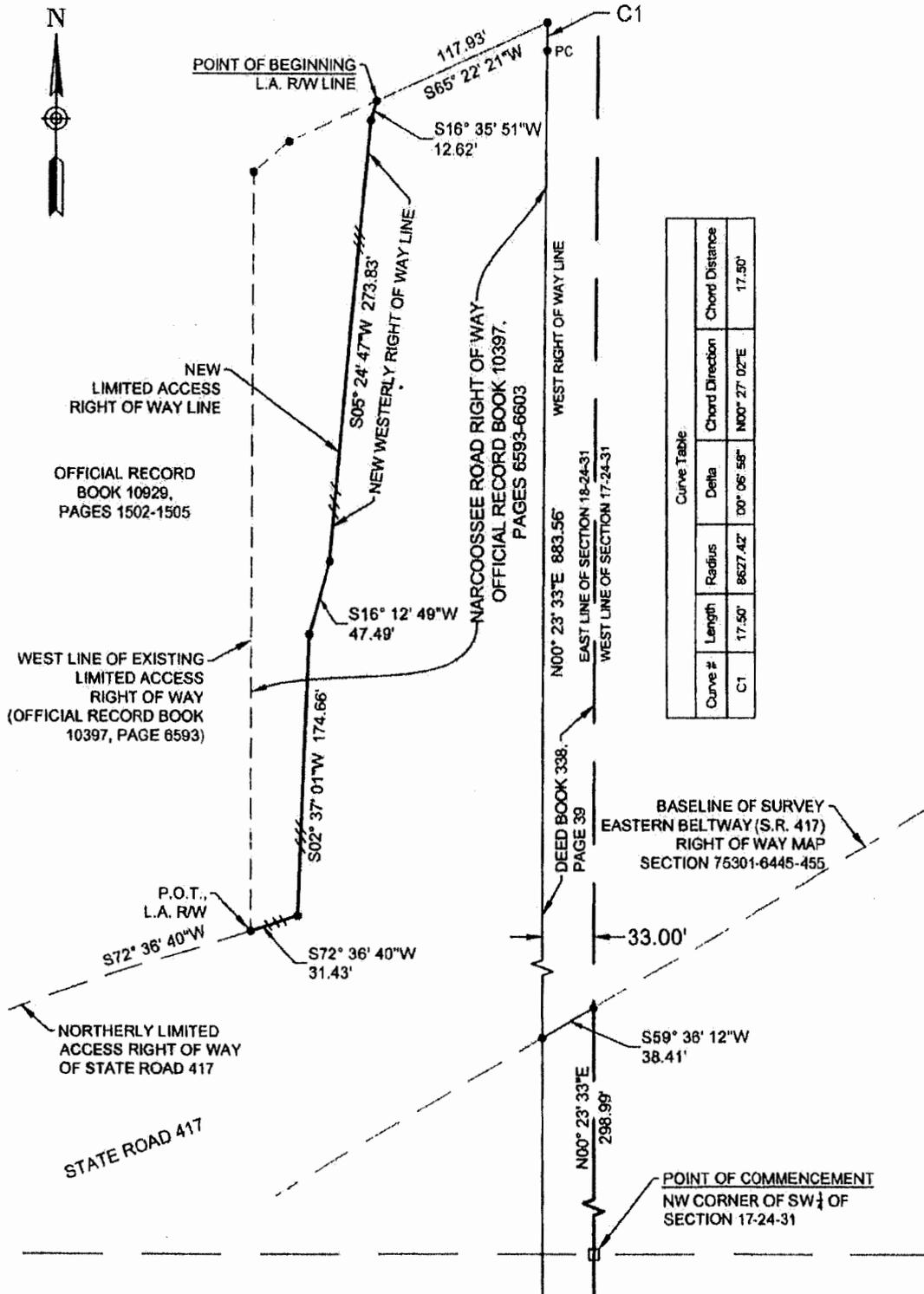
THIS IS NOT A SURVEY

PREPARED FOR: Engineering - Survey Section
DRAWING SCALE: N/A
PROJECT NUMBER 7849

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 838-7940	
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24		
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		
REVISION DATE: 3/23/17	7849 Narcoossee Rd.	SHEET 1 OF 2		

SCHEDULE "A"
SKETCH OF DESCRIPTION FOR
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ESTABLISH LIMITED ACCESS RIGHTS
(CFX PROJECT 455, PARCEL 45-502)

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



LEGEND

PC POINT OF CURVATURE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
L.A. LIMITED ACCESS
RW RIGHT OF WAY
● CHANGE IN DIRECTION;
○ NO POINT SET

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

- NOTES:**
- BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 07°23'35" E, AN ASSUMED BEARING.
 - THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
 - THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
**Engineering -
Survey Section**

DRAWN BY: Washington	DATE: 12/20/16	SECTION: 18
CHECKED BY: Muscatello	JOB No: 7849	TOWNSHIP: 24
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31
REVISION DATE: 3/23/17	7849 Narcoossee Rd	SHEET 2 OF 2

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



DRAWING SCALE:
1"=100'
PROJECT NUMBER
7849