



Interoffice Memorandum

AGENDA ITEM

November 10, 2021

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

FROM: Jon V. Weiss, P.E., Chairman  
Roadway Agreement Committee

SUBJECT: December 14, 2021 – Consent Item  
Right of Way Agreement Avalon Groves PD – South Parcel  
C.R. 545 (Avalon Road)

The Roadway Agreement Committee has reviewed a Right Of Way Agreement Avalon Groves PD – South Parcel C.R. 545 (Avalon Road) ("Agreement") by and between Hartzog Road Property, LLC and Orange County for the dedication of right-of-way for the road widening project on Avalon Road. Within 120 days of the effective date of this Agreement, Hartzog Road Property, LLC shall convey 0.45 acres of right-of-way by plat dedication or general warranty deed. For the dedication of 0.45 acres of right-of-way for Avalon Road, the Owner will receive a total of \$170,713 in transportation impact fee credits based upon agreed-upon fair market value of \$379,362.22 per acre.

The Roadway Agreement Committee recommended approval on October 27, 2021. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5312.

**ACTION REQUESTED: Approval and execution of Right Of Way Agreement Avalon Groves PD – South Parcel C.R. 545 (Avalon Road) by and between Hartzog Road Property, LLC and Orange County for the conveyance of 0.45 acres of right-of-way in return for \$170,713 in transportation impact fee credits. District 1**

JVW/HEGB:fb  
Attachment

BCC Mtg. Date: Dec. 14, 2021

Prepared by and after recording return to:  
Jonathan P. Huels, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
Post Office Box 2809  
Orlando, FL 32801-3344  
(407) 418-6250  
Tax Parcel I.D. No(s): 31-24-27-0000-00-016  
31-24-27-0000-00-039  
31-24-27-0000-00-040  
31-24-27-0000-00-044

**RIGHT OF WAY  
AGREEMENT**

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**AVALON GROVES PD – SOUTH PARCEL**

**C.R. 545 (AVALON ROAD)**

This Right-of-Way Agreement (the “Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and between HARTZOG ROAD PROPERTY, LLC (“Owner”), a Delaware limited liability company with its principal place of business at 300 Atlantic Street, Suite 1110, Stamford, Connecticut 06901, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Owner is the owner of fee simple title to certain real property, as shown on the project location map identified as Exhibit “A,” and as more particularly described on “Exhibit B” (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, Owner is developing the Property as a multi-family development (the “Project”); and

**WHEREAS**, Owner is willing to convey to County certain portions of the Property in fee simple in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

**WHEREAS**, the Orange County Engineer has declared Avalon Road to be impact fee eligible; and

**WHEREAS**, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

**NOW, THEREFORE**, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the “Parties”) agree as follows:

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

**Section 2. Conveyance of Land to County by Owner.**

(a) **Conveyed Lands.** Not later than one hundred twenty (120) days following the Effective Date, Owner shall convey to County, in fee simple, marketable fee title to those lands described in the legal description and sketch of description attached hereto as Exhibit “C” and incorporated by this reference (the “Conveyed Lands”).

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the

Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) Procedure. The conveyance of the Conveyed Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs (c), (e), and (f) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) Title Policy. Not later than ninety (90) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) Value of Conveyed Lands. The Parties hereby agree that the value of the Conveyed Lands, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be entitled to credits against transportation impact fees to be paid in the future in connection with the Project, is \$170,713.00. This total results from an agreed-upon fair market value of \$ 379,362.22 per acre and a total acreage of 0.45 acre(s).

(e) Environmental Assessment. Not later than sixty (60) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I Environmental Assessment of the areas encompassed by the Conveyed Lands. The Phase I Environmental Assessment shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (“AAIFR”) and with the most current standards set forth in the American Society for Testing and Materials (“ASTM”) E-1527. Initial reports shall be completed within 180 days prior to conveyance. Updated reports may be submitted but under no circumstance will reports older than one year from the original report date be accepted. All reports conducted for a user other than the County shall include a reliance letter that is either part of the report or as a separate document indicating that Orange County, Florida may rely on the findings outlined in the report.

In the event the Phase I Environmental Assessment presents a matter of concern, as determined by County, then prior to conveyance, Owner shall submit to County a Phase II Environmental Assessment. The Phase II Environmental Assessment shall be conducted in accordance with the requirements of the AAIFR and the most current standard ASTM E-1903. If the Phase II Environmental Assessment is performed and reveals the need for remediation to the subject Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County’s satisfaction prior to conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option as to such Owner’s Property.

(f) Compliance with Section 286.23, Florida Statutes. Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

**Section 3. Transportation Impact Fee Credits.** Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effectuate the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

**Section 4. Utilities.** This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

**Section 5. Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United

States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner:	Hartzog Road Properties, LLC c/o Westport Capital Partners LLC 300 Atlantic Street Suite 1110 Stamford, CT 06901
With a copy to:	Kevin Kramer BTI Partners 14501 Grove Resort Avenue #3102 Orlando, FL 34787
With a copy to:	Jonathan P. Huels, Esquire Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 N. Eola Drive Orlando, FL 32801
As to County:	Orange County Administrator P.O. Box 1393 201 S. Rosalind Ave Orlando, FL 32802-1393
With a copy to:	Orange County Planning, Environmental, and Development Services Department Manager, Transportation Planning Division Orange County Public Works Complex 4200 S. John Young Parkway Orlando, FL 32839-9205

**Section 6. Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing,

however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

**Section 7. Recordation of Agreement.** Owner shall record an executed original of this Agreement at no expense to County, in the Public Records of Orange County, Florida not later than thirty (30) days after the Effective Date.

**Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 9. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**Section 10. Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 11. Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) Limitations on County's remedies. Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amount(s) of impact fees to be credited in favor of Owner under this Agreement, (A) any amount(s) due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions



required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or

- (iii) the withholding of development permits and other approvals and permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands and/or any other portion of the Property as County may lawfully elect.

(b) Limitations on Owner's remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney and legal fees for any action arising out of or in connection with this Agreement. Venue for any action initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

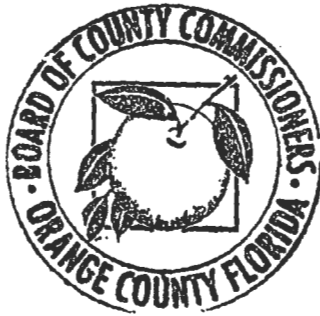
**Section 12. Amendment.** This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

**Section 13. Counterparts.** This Agreement and any amendment(s) may be executed in up to two (2) counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

**Section 14. Termination; Effect of Annexation.** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed  
by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: December 14, 2021

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

By: *Katie Smith*  
Deputy Clerk


Printed name: Katie Smith

**HARTZOG ROAD PROPERTY, LLC** a  
Delaware limited liability company

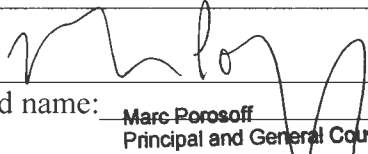
**By: WCP REAL ESTATE FUND IV (ERISA),  
L.P .**, a Delaware limited partnership, its Managing  
Member

**By: WCP REAL ESTATE FUND IV GP, LLC**, a  
Delaware limited liability company, its General  
Partner

**By: WESTPORT CAPITAL PARTNERS LLC**,  
a Delaware limited liability company, its Manager


By:   
Printed name: Jordan Socaransky  
Title: Jordan Socaransky 11-8-21  
Principal

Date: \_\_\_\_\_

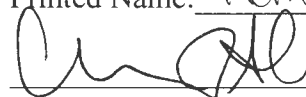
By:   
Printed name: Marc Porosoff  
Title: Principal and General Counsel

Date: 11/8/21

**WITNESSES:**

  
\_\_\_\_\_

Printed Name: Kirby Macdonald

  
\_\_\_\_\_

Printed Name: Claire Almestice

STATE OF Connecticut  
COUNTY OF Fairfield

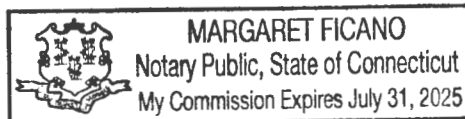
The foregoing instrument was acknowledged / in person before me or    by online notarization by Marc Porosoff, as Principal and General Partner of WESTPORT CAPITAL PARTNERS LLC, a Delaware limited liability company, Manager, WCP REAL ESTATE FUND IV GP, LLC, a Delaware limited liability company, its General Partner, WCP REAL ESTATE FUND IV (ERISA), a Delaware limited partnership, its Managing Member of HARTZOG ROAD PROPERTY, LLC a Delaware limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 8th day of November 2021. S/he is personally known to me or has produced    as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of November, 2021.

Margaret Ficano  
Notary Public

Print Name:   

My Commission Expires: 7-31-25



STATE OF Connecticut  
COUNTY OF Fairfield

The foregoing instrument was acknowledged ☒ in person before me or ☐ by online notarization by Jordan Socaransky as Principal of WESTPORT CAPITAL PARTNERS LLC, a Delaware limited liability company, Manager, WCP REAL ESTATE FUND IV GP, LLC, a Delaware limited liability company, its General Partner, WCP REAL ESTATE FUND IV (ERISA), a Delaware limited partnership, its Managing Member of HARTZOG ROAD PROPERTY, LLC a Delaware limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 8th day of November, 2021. S/he is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of November, 2021.

Margaret Ficano  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: 7-31-25



**Exhibit “A”**  
**Project Location Map**

[See attached 1 page]

**Location Map**

Avalon Pointe Ph2 | 14405 Lake Gifford Way, Orange County



Source: Esri, DeLorme, Garmin, IGN, Intermap, Inc., United States Geological Survey, USGS, US Census Bureau, USDA



**Exhibit "B"**

**Legal Description and Sketch of Description for Property**

**Parcel #1:**

The North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, lying and being in Orange County, Florida;

LESS AND EXCEPT that portion thereof North of the clay road known as Hartzog Road and the paved road known as Avalon Road, State Highway 545;

ALSO LESS AND EXCEPT that portion lying West of State Road 545 as previously conveyed in Official Records Book 3512, Page 785, Public Records of Orange County, Florida;

ALSO LESS AND EXCEPT any portion of the land conveyed in Official Records Book 5734, Page 410; Public Records of Orange County, Florida;

ALSO LESS AND EXCEPT any portion of the land conveyed in Official Records Book 6090, Page 463, Public Records of Orange County, Florida.

**Parcel #4:**

A part of the North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, (Less that portion thereof North of Hartzog Road and West of Avalon Road), Orange County, Florida; more particularly described as follows:

From the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 31; run thence South 88°55'22" West along the South line of the North 1/2 of the Northeast 1/4 of said Section 31, a distance of 631.40 feet for a Point of Beginning; continue thence South 88°55'22" West along said South line a distance of 1038.40 feet to a point on the Easterly right of way line of Avalon Road (also known as State Road No. 545) said point being nontangent on a curve concave Northwesterly, having a radius of 1271.07 feet; from a chord bearing North 01°47'47" East, run thence Northeasterly along the arc of said curve and along said Easterly right of way line, through a central angle of 20°03'34", an arc distance of 445.01 feet to a point of tangency; thence North 08°14'00" West along said Easterly right of way line, a distance of 513.41 feet to the South right of way line of Hartzog Road; thence South 89°01'00" East along said South right of way line, a distance of 595.40 feet; thence South 00°59'00" West a distance of 99.32 feet; thence South 78°59'50" East a distance of 136.10 feet; thence South 11°00'10" West a distance of 100.00 feet; thence South 78°59'50" East a distance of 88.00 feet; thence South 11°00'10" West a distance of 230.00 feet; thence South 78°59'50" East a distance of 243.48 feet; thence South 54°00'23" East a distance of 126.03 feet; thence South 01°04'38" East a distance of 334.41 feet to the Point of Beginning.

Parcel #5:

Commence at the Southeast corner of the North Half of the Northeast Quarter of Section 31, Township 24 South, Range 27 East, Orange County, Florida; thence run South 88 degrees 55 minutes 22 seconds West, along the South line of the North Half of the Northeast Quarter of said Section 31, a distance of 631.40 feet; thence run North 01 degree 04 minutes 38 seconds West, a distance of 334.41 feet; thence run North 54 degrees 00 minutes 23 seconds West, a distance of 126.03 feet to the POINT OF BEGINNING; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 243.48 feet; thence run North 11 degrees 00 minutes 10 seconds East, a distance of 230.00 feet; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 88.00 feet; thence run North 11 degrees 00 minutes 10 seconds East, a distance of 100.00 feet; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 136.10 feet; thence run North 00 degrees 59 minutes 00 seconds East, a distance of 99.32 feet to a point on the Southerly right of way line of Hartzog Road; thence run South 89 degrees 01 minutes 00 seconds East along said right of way line, a distance of 145.20 feet to a point of curvature; thence run with the arc of a curve to the left, having for its elements, a radius of 1462.69 feet, a central angle of 18 degrees 52 minutes 55 seconds, a chord which bears North 81 degrees 32 minutes 33 seconds East, a chord distance of 479.85 feet, an arc distance of 482.03 feet; thence departing said curve and right of way line, run South 10 degrees 51 minutes 18 seconds East (non radial), a distance of 307.60 feet to a point of curvature; thence run with the arc of a curve to the right, having for its elements, a radius of 191.00 feet, a central angle of 76 degrees 32 minutes 28 seconds, a chord which bears South 27 degrees 24 minutes 56 seconds West, a chord distance of 236.60 feet, an arc distance of 255.16 feet to a point of tangency; thence run South 65 degrees 41 minutes 10 seconds West, a distance of 92.42 feet; thence run South 71 degrees 24 minutes 01 seconds West, a distance of 95.25 feet to the POINT OF BEGINNING.

Less

A part of the North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida;  
being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 31; thence run South 00°22'41" West along the East line of said Northeast Quarter for a distance of 126.27 feet to a point on the Southerly right of way line of Hartzog Road as recorded in Official Records Book 3390, Page 523 and Deed Book 841, Page 293 of the Official Records of Orange County, Florida, said point being on a non tangent curve concave Southeasterly having a radius of 1252.32 feet, with a chord bearing of South 70°47'31" West, and a chord distance of 37.15 feet; thence run Southwesterly along said Southerly right of way line through a central angle of 01°41'59" along the arc of said curve for a distance of 37.15 feet to the point of Point of Beginning; thence departing said right of way line run South 00°22'41" West for a distance of 679.96 feet; thence run South 89°36'30" West for a distance of 1542.59 feet; thence run South 00°23'30" East for a distance of 16.70 feet; thence run South 89°36'30" West for a distance of 50.00 feet; thence run North 07°37'22" West for a distance of 16.83 feet; thence run South 89°36'30" West for a distance of 32.80 feet to a point on the East right of way line of Avalon

Road, State Road 545 according to Road Book 3, Page 121 and Official Records Book 9078, Page 4456 of the Public Records of Orange County, Florida; thence run North  $07^{\circ}32'20''$  West along said right of way line for a distance of 447.27 feet to the intersection with the aforesaid Southerly right of way line of Hartzog Road; thence run South  $88^{\circ}19'20''$  East for a distance of 740.60 feet to the point of curvature of a curve, concave Northerly having a radius of 1462.69 feet, with a chord bearing of North  $77^{\circ}54'40''$  East, and a chord distance of 696.15 feet; thence run Easterly through a central angle of  $27^{\circ}32'00''$  along the arc of said curve for a distance of 702.89 feet to a point of tangency; thence run North  $64^{\circ}08'40''$  East for a distance of 170.04 feet to the point of curvature of a curve, concave Southeasterly having a radius of 1252.32 feet, with a chord bearing of North  $67^{\circ}02'36''$  East, and a chord distance of 126.66 feet; thence run Northeasterly through a central angle of  $05^{\circ}47'51''$  along the arc of said curve for a distance of 126.71 feet to the POINT OF BEGINNING.

# LEGAL DESCRIPTION:

Parcel #1:

The North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, lying and being in Orange County, Florida;

LESS AND EXCEPT that portion thereof North of the day road known as Hartzog Road and the paved road known as Avalon Road, State Highway 54S;

ALSO LESS AND EXCEPT that portion lying West of State Road 54S as previously conveyed in Official Records Book 3512, Page 755, Public Records of Orange County, Florida;

ALSO LESS AND EXCEPT any portion of the land conveyed in Official Records Book 5734, Page 410, Public Records of Orange County, Florida;

ALSO LESS AND EXCEPT any portion of the land conveyed in Official Records Book 0090, Page 463, Public Records of Orange County, Florida.

Parcel #6:

A part of the North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, (Less that portion thereof North of Hartzog Road and West of Avalon Road), Orange County, Florida; more particularly described as follows: From the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 31; run thence South 88°55'22" West along the South line of the North 1/2 of the Northeast 1/4 of said Section 31, a distance of 631.40 feet to a Point of Beginning; continue thence South 88°55'22" West along said South line a distance of 1038.40 feet to a point on the Easement right of way line of Avalon Road (also known as State Road No. 54S) said point being nontangent on a curve concave Northwesterly having a radius of 1271.07 feet from a chord bearing North 01°47'47" East, run thence Northwesterly along the arc of said curve and along said Easement right of way line, through a central angle of 20°35'34", an arc distance of 145.01 feet to a point of tangency; thence North 08°14'00" West along said Easement right of way line, a distance of 513.41 feet to the South right of way line of Hartzog Road; thence South 88°55'22" West a distance of 89.32 feet; thence South 78°59'50" East a distance of 138.10 feet; thence South 11°00'10" West a distance of 100.00 feet; thence South 78°59'50" East a distance of 88.00 feet; thence South 11°00'10" West a distance of 230.00 feet; thence South 78°59'50" East a distance of 243.48 feet; thence South 54°00'23" East a distance of 126.03 feet; thence South 01°04'38" East a distance of 334.41 feet to the Point of Beginning.

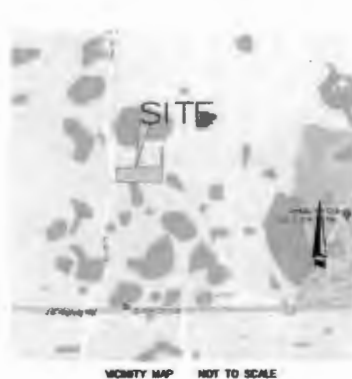
Parcel #6:

Commence at the Southeast corner of the North Half of the Northeast Quarter of Section 31, Township 24 South, Range 27 East, Orange County, Florida; thence run South 88 degrees 55 minutes 22 seconds West, along the South line of the North Half of the Northeast Quarter of said Section 31, a distance of 631.40 feet; thence run North 01 degree 04 minutes 38 seconds West, a distance of 334.41 feet; thence run North 54 degrees 02 minutes 23 seconds West, a distance of 126.03 feet to the POINT OF BEGINNING; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 243.48 feet; thence run North 11 degrees 00 minutes 10 seconds East, a distance of 88.00 feet; thence run North 11 degrees 00 minutes 10 seconds East, a distance of 100.00 feet; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 138.10 feet; thence run North 08 degrees 14 minutes 00 seconds East, a distance of 513.41 feet to a point on the Southerly right of way line of Hartzog Road; thence run South 88 degrees 55 minutes 22 seconds East along said right of way line, a distance of 145.01 feet to a point of tangency; thence run with the arc of a curve to the left, having for its elements, a radius of 1271.07 feet, a central angle of 18 degrees 55 minutes 50 seconds, a chord which bears North 81 degrees 35 minutes 33 seconds East, a chord distance of 479.85 feet, on arc distance of 482.03 feet; thence departing said curve and right of way line, run South 10 degrees 51 minutes 18 seconds East (non-parallel), a distance of 207.60 feet to a point of tangency; thence run with the arc of a curve to the right, having for its elements, a radius of 191.00 feet, a central angle of 78 degrees 32 minutes 28 seconds, a chord which bears South 27 degrees 24 minutes 38 seconds West, a chord distance of 236.60 feet, an arc distance of 250.16 feet to a point of tangency; thence run South 85 degrees 41 minutes 10 seconds West, a distance of 89.45 feet; thence run South 71 degrees 24 minutes 01 seconds West, a distance of 85.25 feet to the POINT OF BEGINNING.

Less:

A part of the North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida; being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 31; thence run South 07°22'41" West along the East line of said Northeast Quarter for a distance of 126.27 feet to a point on the Southerly right of way line of Hartzog Road as recorded in Official Records Book 3390, Page 523 and Deed Book 841, Page 293 of the Official Records of Orange County, Florida, said point being on a non-tangent curve concave Southeasterly having a radius of 1252.32 feet, with a chord bearing of South 70°47'31" West, and a chord distance of 37.15 feet; thence run Southwesterly along said Southerly right of way line through a central angle of 01°01'50" along the arc of said curve for a distance of 37.15 feet to the point of tangency; thence departing said right of way line run South 07°22'41" West for a distance of 879.88 feet; thence run South 88°30'30" West for a distance of 1542.58 feet; thence run South 07°22'37" East for a distance of 16.70 feet; thence run South 88°30'30" West for a distance of 50.00 feet; thence run North 07°32'22" West for a distance of 18.63 feet; thence run South 88°30'30" West for a distance of 32.80 feet to a point on the East right of way line of Avalon Road, State Road 54S according to Road Book 3, Page 121 and Official Records Book 8076, Page 4456 of the Public Records of Orange County, Florida; thence run North 07°32'20" West along said right of way line for a distance of 447.27 feet to the intersection with the aforementioned Southerly right of way line of Hartzog Road; thence run South 88°19'20" East for a distance of 740.80 feet to a point of tangency of a curve, concave Northwesterly having a radius of 1482.89 feet, with a chord bearing of North 77°54'40" East, and a chord distance of 886.15 feet; thence run Easterly through a central angle of 27°32'00" along the arc of said curve for a distance of 702.88 feet to a point of tangency; thence run North 84°08'40" East for a distance of 170.04 feet to the point of tangency of a curve, concave Southeasterly having a radius of 1252.32 feet, with a chord bearing of North 87°02'38" East, and a chord distance of 126.86 feet; thence run Northwesterly through a central angle of 05°47'31" along the arc of said curve for a distance of 126.71 feet to the POINT OF BEGINNING.

Containing 862,563 square feet, 20.46 acres more or less.



## TITLE NOTES:

The following items are referenced in Schedule B-1 of the Title Commitment issued by First American Title Insurance Company, File No. 1082-5488437, Commitment Date June 08, 2021 at 8:00 AM (\"Title Commitment\"). All items below are listed as shown on Schedule B-1 of said Title Commitment.

- Right-of-Way Agreement, by and between, B.F. Sutton and Sime Sutton, his wife and Orange County, Florida, recorded in Deed Book 841, Page 283, of the Public Record of Orange County, Florida, (as to all parcels) (affects subject property and is graphically shown herein)
- Right-of-Way Agreement, by and between, James C. Sutton and Betty Sheriff Sutton, and Orange County, Florida, recorded in Official Records Book 3390, Page 523, of the Public Record of Orange County, Florida, (as to all parcels) (affects subject property and is graphically shown herein)
- Boundary Settlement Agreement recorded in Official Records Book 4331, Page 4298, of the Public Record of Orange County, Florida, (as to Parcel 1) (affects subject property and is graphically shown herein)
- Water and Wastewater Service Territorial Agreement by and between the City of Kissimmee and Orange County, Florida, recorded in Official Records Book 9222, Page 2088, of the Public Record of Orange County, Florida, (as to all parcels) (affects subject property, is shown in return, there are no plotable easements)
- Easement in favor of the City of Kissimmee, set forth in Instrument recorded in Official Records Book 8172, Page 4763, of the Public Record of Orange County, Florida, (as to all parcels) (affects subject property and is graphically shown herein)
- Easement in favor of the City of Kissimmee, set forth in Instrument recorded in Official Records Book 8196, Page 716, of the Public Record of Orange County, Florida, (as to Parcel 4) (affects subject property and is graphically shown herein)
- Terms and conditions contained in that Capacity Enhancement Postcovenant Agreement between the School Board of Orange County, Florida, and Hartzog Road Property, LLC recorded in Instrument No. 20160328043, of the Public Record of Orange County, Florida, (affects subject property, is shown in return, there are no plotable easements)
- Declaration of Drainage and Utility Easements dated June 8, 2021 and recorded June 10, 2021 in Instrument No. 20210348886, of the Public Records of Orange County, Florida, (affects subject property and is graphically shown herein)
- Temporary Construction Access Easement and Cost-Sharing Agreement dated June 8, 2021, and recorded June 10, 2021 in Instrument No. 20210348886, of the Public Records of Orange County, Florida, (affects subject property and is graphically shown herein)

## SURVEYOR'S NOTES:

Bearings shown herein are based on the East line of the Northeast 1/4 of Section 31, T24S, R27E as being S00°22'30\" (an assumed bearing for angular designation only)

This survey relied solely upon the title commitment noted below for easements, restrictions of record and/or private agreements. This firm is not responsible for any omissions that may affect property rights and/or land use rights of the subject property.

The property shown herein is subject to easements, covenants, easements, restrictions or other matters contained in the Title Commitment issued by First American Title Insurance Company, File No. 1082-5488437, Effective Date, June 28, 2021 at 8:00 AM. Where applicable, these instruments are shown on the survey.

This survey was performed for the sole and exclusive benefit of the entities listed herein and shall not be relied upon by any other entity or individual whatsoever.

Adjoining parcel owner and recording information referenced herein was obtained from the Orange County Property Appraiser's public access system.

This survey is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Underground utilities and improvements were not located, unless shown herein.

Unless otherwise noted or shown herein, apparent and/or visible, unobstructed, above ground improvements were located. Underground improvements, such as foundations and utilities, were not located, unless noted otherwise.

Unless otherwise noted or shown herein, there are no apparent and/or unobstructed, above ground encroachments. The disposition of any potential encroaching improvements shown is beyond professional purview and subject to legal interpretation.

Subject property shown herein is in Zone X, area of minimal flood hazard, and Zone AE, base flood elevation determined, according to Flood Insurance Rate Map panel number 10295C0560F, map revised 9/25/2008.

The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent the surveyor's opinion of the probability of flooding.

FEMA flood zones depicted are from an ESI shape file downloaded from the Orange County public access website.

Last date in field 5/18/2021

We hereby certify that the lands shown herein and the adjacent parcels of land, where they share a common boundary line, are contiguous with no gaps, gaps, holes, or overlaps.

There are no buildings on the property, no addresses posted.

There is no observed evidence of cemeteries and burial grounds on the property.

There is no observable evidence of the site being used as a solid waste dump, dump or sanitary landfill.

There is no observable evidence of curb cuts or driveway access to abutting streets or roads.

Metes shown herein are according to the Conservation Area Determination #07-211.

The land description shown herein is in accord with the Title Commitment.

There is no evidence of current earth moving work, building construction or building improvements/additions.

There is no observed evidence of recent street or sidewalk construction or repairs affecting the property.

There is no known changes in street right-of-way lines affecting the property.

The subject property has direct vehicular and pedestrian access to Hartzog Road and Avalon Road (c/a/s State Road 54S), both publicly dedicated and maintained right-of-way.

The right-of-way for Hartzog Road abuts the entire northernmost boundary of the property without gaps or holes.

The right-of-way for Avalon Road (c/a/s State Road 54S) abuts the entire westerly boundary of the property without gaps or holes.

Elevation shown herein are based on National Geodetic Survey Benchmark number E 629, elevation being 128.52' (North American Vertical Datum 1988)

Trees shown herein are in accord with Orange County Manicure Section 15-30(x)(1)(b)

## CERTIFIED TO:

First American Title Insurance Company  
Greensboro, Member LIP  
Hartzog Road Property, LLC  
Alliance Realty Partners, LLC  
Shirts & Bowen, LLP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(c), 8(a)(1), 11, 14, 16, 17, 18 & 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 5/18/2021.

## SIGNATURE

JAMES L. BOOMAN, FLORIDA LICENSED SURVEYOR AND MAPPER #6833  
FOR THE LICENSED SURVEYOR OF ALLEN & COMPANY, LICENSED BUSINESS #6723

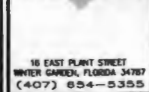


ALTAMPS LAND TITLE BOUNDARY  
TOPOGRAPHIC & TREE SURVEY  
OF  
AVALON / HARTZOG ROAD PROPERTY  
SECTIONS 01 + 02, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
ORANGE COUNTY, FLORIDA

REVISIONS	DATE

JOB #	20210599
DATE	7/28/2021
SCALE	1" = 80'
CALC BY	BT
FIELD BY	COM/RY
DRAWN BY	BT
CHECKED BY	BT

SHEET 1 OF 3

[illegible]

**CERTIFIED TO:**  
**BMI PARTNERS**

[illegible]

JOB # 20210599  
DATE: 7/26/2021  
SCALE: 1" = 80'  
CALC BY: DY  
FIELD BY: KH  
DRAWN BY: CDK/DY  
CHECKED BY: DY

**Exhibit “C”**

**Legal Description and Sketch of Description  
for Conveyed Lands**

[See attached 2 pages]

### DESCRIPTION

A parcel of land located in the northeast quarter of Section 31, Township 24 South, Range 27 East, Orange County, Florida. Said parcel being more particularly described as follows:

COMMENCE at the southeast corner of the North 1/2 of the northeast 1/4 of said Section 31; thence South 89° 36' 30" West along the South line of the North 1/2 of the northeast 1/4 of said Section 31, a distance of 1,615.76 feet to the POINT OF BEGINNING; thence continue South 89° 36' 30" West along the South line of the North 1/2 of the northeast 1/4 of said Section 31, a distance of 54.02 feet to a point on the easterly right of way line of Avalon Road (State Road 545), being a point on a non-tangent curve concave westerly, having a radius of 1271.07 feet, a central angle of 020° 04' 16" and a chord of 442.99 feet that bears North 02° 29' 48" East; thence the following courses along the easterly right of way line and the arc of said curve a distance of 445.27 feet to the point of tangency; thence North 07° 32' 20" West, 66.14 feet to a point on the South line of lands described in Document # 20210340067 of the Public Records of Orange County, Florida; thence leaving said easterly right of way line, run North 89° 36' 30" East along said South line, 32.80 feet; thence leaving said South line, run South 07° 37' 22" East, 62.15 feet to a point on a non-tangent curve concave westerly, having a radius of 1854.13 feet, a central angle of 013° 49' 40" and a chord of 446.39 feet that bears South 00° 18' 09" East; thence along the arc of said curve a distance of 447.48 feet to the POINT OF BEGINNING.

Said parcel contains 0.45 acres, more or less.

### NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING SOUTH 89° 36' 30" WEST, ASSUMED.



### CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 53-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DATE OF PLAT OR MAP \_\_\_\_\_

McCrary, David

Wm. David McCrary, Jr., P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. 4853

SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



Landmark Center Two  
225 E. Robinson St., Suite 300  
Orlando, FL 32801  
407.839.4006 / FAX 407.839.4008  
Licensed Business # 7153

DRAWN BY: CAP      CHECKED: WMD  
PROJECT # 63653.00  
DRAWING: 63653.00 SK&D Desc: ROW  
Dedication dwg  
DRAWING DATE: 10/20/2021

**SKETCH & DESCRIPTION**  
**Right of Way Dedication**

ISSUED FOR:  
**BTI Partners**

SHEET 1 OF 2

