



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** March 20, 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 price above appraised value, approval and execution of Purchase Agreement by and among Boggy Creek Commercial, LLC, Orlando Airport Property, LLC, and Orange County and Joint Use Pond and Drainage Easement Agreement by and between Boggy Creek Commercial, LLC and Orange County, approval of Warranty Deed from Orlando Airport Property, LLC to Orange County, and authorization to disburse funds to pay purchase price and perform all actions necessary and incidental to closing

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

District 4

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

**ITEMS:** Purchase Agreement (Parcels 1002/1003/8002A/8002B/7002)  
Cost: \$2,250,000

Joint Use Pond and Drainage Easement Agreement (Instrument 8002A.1/  
8002B.1/7002.1) Total size: 6.34 acres

Warranty Deed (Instrument 1002.1/1003.1)  
Total size: 1.40 acres

Real Estate Management Division

Agenda Item 4

March 20, 2019

Page 2

**BUDGET:** Account No.: 1023-072-5085-6115 (\$1,500,000)  
Account No.: 1033-072-5085-6115 (\$750,000)

**FUNDS:** \$2,250,000 Payable to White & Luczak, P.A. Trust Account  
(purchase price)

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

**REMARKS:** Parcels 1002, 1003, 8002A, 8002B, and 7002 are needed for the construction and widening of Boggy Creek Road. This settlement is in lieu of eminent domain proceedings.

APR 09 2019

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
Parcels: 1002/1003/8002A/8002B/7002

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made by and among BOGGY CREEK COMMERCIAL, LLC, a Florida limited liability company ("**Boggy Creek**"), ORLANDO AIRPORT PROPERTY, LLC, a Florida limited liability company ("**OAP**"), and ORANGE COUNTY, a charter county and political subdivision of the state of Florida ("**Buyer**").

### WITNESSETH:

WHEREAS, Buyer requires portions of the land described on **Exhibit "A"** attached hereto (the "**Parent Parcel**") for the above referenced project, and Boggy Creek and OAP (collectively, "**Sellers**"), each owning portions of the Parent Parcel, agree to furnish said portions of said Parent Parcel for such purpose, upon the terms and conditions more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For the total sum of Two Million Two Hundred Fifty Thousand and No/100 U.S. Dollars (\$2,250,000.00) to be paid by Buyer to OAP at Closing, Sellers agree at Closing to:
  - a. OAP shall execute and deliver to Buyer a Warranty Deed, in the exact form set forth in **Exhibit "B"** attached hereto, (the "**Deed**") pursuant to which OAP will convey to Buyer fee simple ownership of the portion of the Parent Parcel described in such Deed.
  - b. Boggy Creek shall execute and deliver to Buyer the Joint Use Pond and Drainage Easement Agreement, in the exact form set forth in **Exhibit "C"** attached hereto, (the "**JUPA**") which JUPA provides for Boggy Creek's design, engineering, permitting, and construction the Drainage Improvements (as defined in the JUPA), addresses the subsequent maintenance and joint use of the Drainage Improvements by Boggy Creek and Buyer, and grants Buyer certain easements over certain portions of Boggy Creek's portion of the Parent Parcel, all as more particularly described therein.
2. Sellers agree that, prior to Closing, Buyer shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Parent Parcel. Buyer, through its agents, shall have the right to enter upon the property for the purpose of performing such activities, provided said activities shall not materially damage the property. To the extent provided by and without waiving its rights and protections pursuant to Section 768.28, Florida Statutes, or any successor law, Buyer

agrees to hold harmless Sellers from all claims, actions, losses, suits, judgments, fines, liabilities, costs, expenses, and attorney's fees, arising out of or resulting from Buyer's exercise of its inspection rights set forth in this Section 2; provided, however, that Buyer shall not be liable for the acts or omissions of Boggy Creek and/or OAP. Notwithstanding any term or provision of this Agreement seemingly to the contrary, Buyer shall not, by virtue of entering into this Agreement nor by virtue of anything set forth in this Agreement, waive (or be deemed to have waived) its right to sovereign immunity or the sovereign immunity limits established by Florida law (including, but not limited to, the limits established by Section 768.28, Florida Statutes).

3. This transaction shall be closed and the Deed, the JUPA, and other closing papers delivered ("**Closing**") on or before sixty (60) days from the Effective Date of this Agreement. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a title company or law office designated by Buyer.
4. On or before fifteen (15) days following the Effective Date of this Agreement, Sellers shall obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure Buyer as purchaser of the property in the amount of the purchase price (the "**Commitment**"), evidencing that marketable fee simple title to the Parent Parcel is currently vested in Sellers free and clear of all liens, claims, assessments, easements, reservations, restrictions, encumbrances, and other matters of record whatsoever, except for matters of record acceptable to Buyer, if any. The Commitment shall propose to insure both Buyer's fee simple interest in the land to be acquired pursuant to the Deed and Buyer's easements and other interests to be acquired by the JUPA. In the event that Buyer shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to Buyer in its sole discretion, Buyer shall notify Sellers of that fact in writing on or before fifteen (15) days following Buyer's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to Buyer (hereinafter referred to as "**Title Defects**"), and Sellers shall have until ten (10) days prior to Closing to cure or eliminate the Title Defects at Sellers' election and without obligation to incur expense or to initiate legal proceedings. If Sellers are successful in curing or eliminating the Title Defects, Closing hereunder shall take place on or before the date specified in Section 3 hereof. In the event Sellers are unable or unwilling to cure or eliminate the Title Defects within the period provided, then Buyer, prior to Closing, shall, by written notice delivered, if at all, to Sellers, elect to either: (x) terminate this Agreement on account thereof; or (y) proceed to Closing and accept a conveyance of Sellers' title thereto subject to and notwithstanding the existence of the Title Defects. In the event that Buyer elects to terminate this Agreement because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to Sellers, then this Agreement shall terminate however the Buyer's indemnity obligations set forth in Section 2 of this Agreement above shall survive such termination for a period of one (1) year. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Buyer, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this paragraph.
5. Expenses: Sellers shall pay for all costs and expenses to be incurred for the performance

of the transaction as contemplated herein. Without limiting the foregoing:

- a. The title search for the Commitment and the title insurance premiums for the owner's policy to be issued to Buyer pursuant to the Commitment shall be paid by Sellers.
  - b. This property is being purchased in lieu of eminent domain proceedings; neither this Agreement, nor any of the Deed or the JUPA are subject to documentary stamp tax.
  - c. Sellers shall pay for all recording fees incurred in connection with this Agreement and/or Closing, including but not limited to the costs of recording the Deed, the JUPA, and any documents that may be required to clear title or correct Title Defects.
  - d. Ad valorem property taxes for the year of closing shall be prorated as of the closing date and said prorated amount shall be paid by Sellers 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 property taxes shall be paid in full by Sellers for the year of conveyance). In the event that, as of Closing, there are any outstanding unpaid property taxes for years prior to the year of Closing, then Sellers shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.
6. Effective upon Closing contemplated under this Agreement, except as otherwise expressly provided by this Agreement (including without limitation the compensation to be paid by Buyer to OAP as described in Section 1 of this Agreement above), Sellers hereby release, discharge, and acquit Buyer and all employees, agents, attorneys, consultants, contractors, subcontractors, successors, assigns, representatives, and elected officials of Buyer from any and all claims, actions, causes of actions, suits, obligations, promises, controversies, costs, expenses, losses, liabilities, damages, and/or demands of every kind, character, and nature, whether legal or equitable in nature and whether in contract or in tort – including without limitation: (i) claims for attorney's fees, for appraisal fees, for accountant's fees, for fees of other professionals, experts, and consultants, for costs, for non-monetary benefits, and/or for attorney's fees based upon non-monetary benefits pursuant to Section 73.092, Florida Statutes; and/or (ii) other claims, causes of actions, etc. that could have been raised by Sellers (including without limitation under Chapters 73 and/or 74, Florida Statutes) had Buyer commenced eminent domain proceedings against Sellers – which Sellers have asserted, could have asserted, or would hereafter have been able to assert, or which may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way Buyer's acquisition of the real property interests described in Section 1 of this Agreement above. The terms of this paragraph shall survive Closing.
7. Special clauses:
- a. Closing is contingent upon delivery by Sellers to Buyer in recordable form of all

instruments necessary to convey clear title to the property.

- b. Closing is contingent upon delivery by Sellers to Buyer of a “marked-up” version of the Commitment unconditionally obligating the title company to issue an owner’s policy to Buyer in the condition required by this Agreement. Sellers shall cause the title company to deliver to Buyer the issued owner’s policy within sixty (60) days following Closing. The terms of this paragraph shall survive Closing.
  - c. Sellers shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership.
  - d. Sellers will surrender possession of the property at time of Closing. The terms of this paragraph shall survive Closing.
  - e. Boggy Creek hereby expressly covenants and agrees with Buyer that Boggy Creek, following Closing, will comply with all terms and provisions of the JUPA that are applicable to it. The terms of this paragraph shall survive Closing.
  - f. Boggy Creek and OAP, and the individuals executing this Agreement on behalf of Boggy Creek and OAP, each hereby represent and warrant to Buyer that: (i) Boggy Creek and OAP are affiliated entities and under common control in the sense that the equitable owners of Boggy Creek are identical to and “one and the same as” the equitable owners of OAP; (ii) Boggy Creek is developing the multi-family residential and commercial development, commonly known as “Tyson Ranch”, on behalf of itself, as the owner of record of the Developer Parcel, and on behalf of OAP as to the remainder of the real property located therein, and will derive substantial benefit from its execution and delivery of this Agreement and the JUPA; (iii) the entirety of the purchase price to be paid by Buyer for the real property interests to be granted to Buyer by the Deed and the JUPA, and for the performance of Boggy Creek’s obligations under the JUPA, is being paid to OAP at the direction of Boggy Creek (and OAP); and (iv) Buyer’s delivery of the purchase price to OAP at Closing, and Buyer’s performance of Buyer’s other obligations set forth herein and/or in the JUPA, constitutes good, valuable, and adequate consideration to Boggy Creek for Boggy Creek’s execution and delivery of the JUPA at Closing and for Boggy Creek’s performance of all obligations of Boggy Creek set forth therein. The terms of this paragraph shall survive Closing.
8. Effective Date: This Agreement shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners.
9. This Agreement and each of the provisions hereof shall not survive Closing hereunder, except as specifically provided herein. Notwithstanding the foregoing, and for avoidance of doubt, all terms and provisions of the Deed and the JUPA shall survive Closing.
10. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect among Sellers and Buyer, made with respect to the matters herein contained, and when duly executed constitute the agreement among Sellers and

Buyer. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party unless expressly set forth in writing and duly signed.

*[signature pages and exhibits 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, the parties have caused this Agreement to be duly executed as of the Effective Date.

“SELLER”

Signed, sealed, and delivered in the presence of:

BOGGY CREEK COMMERCIAL, LLC, a Florida limited liability company

sent B. WJ

By: Ralph Singleton

Print Name: Robert B. White Jr

Print Name: Ralph Singleton

[Signature]

Title: a Manager

Print Name: MARK BRADLEY LUTZAKI

Date: 3/2-12

Signed, sealed, and delivered in the presence of:

ORLANDO AIRPORT PROPERTY, LLC, a Florida limited liability company

sent B. WJ

By: Ralph Singleton

Print Name: Robert B. White Jr.

Print Name: RA LPH SINGLETON

[Signature]

Title: a Manager

Print Name: MARK BRADLEY LUTZAKI

Date: 3, 2 - 12



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

“BUYER”



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

DATE: 9 APR 19

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

BY: *Katie Smith*  
Deputy Clerk

Katie Smith  
Printed Name

**EXHIBIT "A"**

**Legal Description of the Parent Parcel**

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

# SKETCH—OF—DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

### PROPERTY 1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE S00°19'04"E A DISTANCE OF 899.03 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO A POINT 517 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33 TO THE POINT OF BEGINNING; THENCE S89°54'36"E A DISTANCE OF 1317.57 FEET; THENCE N00°38'28"W A DISTANCE OF 382.68 FEET; THENCE S89°51'07"E A DISTANCE OF 269.92 FEET; THENCE N00°08'47"E A DISTANCE OF 6.00 FEET; THENCE S89°51'07"E A DISTANCE OF 385.25 FEET; THENCE S00°57'54"E A DISTANCE OF 660.10 FEET; THENCE S89°49'22"E A DISTANCE OF 630.14 FEET; THENCE S00°57'54"E A DISTANCE OF 618.13 FEET; THENCE S89°59'49"W A DISTANCE OF 1292.58 FEET; THENCE S00°38'28"E A DISTANCE OF 330.00 FEET; THENCE N89°59'33"W A DISTANCE OF 1324.45 FEET; THENCE N00°19'04"W A DISTANCE OF 1224.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 65.41 ACRES, MORE OR LESS

### PROPERTY 2

THE SOUTH 330 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS THE ROAD RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE S00°19'04"E A DISTANCE OF 899.03 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO A POINT 517 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE S89°54'36"E A DISTANCE OF 1317.57 FEET; THENCE N00°38'28"W A DISTANCE OF 382.68 FEET; THENCE S89°51'07"E A DISTANCE OF 269.92 FEET; THENCE N00°08'47"E A DISTANCE OF 6.00 FEET; THENCE S89°51'07"E A DISTANCE OF 385.25 FEET; THENCE S00°57'54"E A DISTANCE OF 660.10 FEET; THENCE S89°49'22"E A DISTANCE OF 630.14 FEET; THENCE S00°57'54"E A DISTANCE OF 618.13 FEET TO THE POINT OF BEGINNING; THENCE S89°59'49"W A DISTANCE OF 1292.58 FEET; THENCE S00°38'28"E A DISTANCE OF 330.00 FEET; THENCE S89°59'33"E A DISTANCE OF 1294.45 FEET; THENCE N00°57'54"W A DISTANCE OF 330.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.80 ACRES, MORE OR LESS

## SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 33, Township 24 S., Range 30 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30 bearing being S00°19'04"E per Orange County Public Works Engineering Right of Way Mapping.
4. This is not a survey.

SHEET 1 OF 2

**HLSM, LLC**

Henrich—Luke—Swaggerty—Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18  
Job No: 1-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=500'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

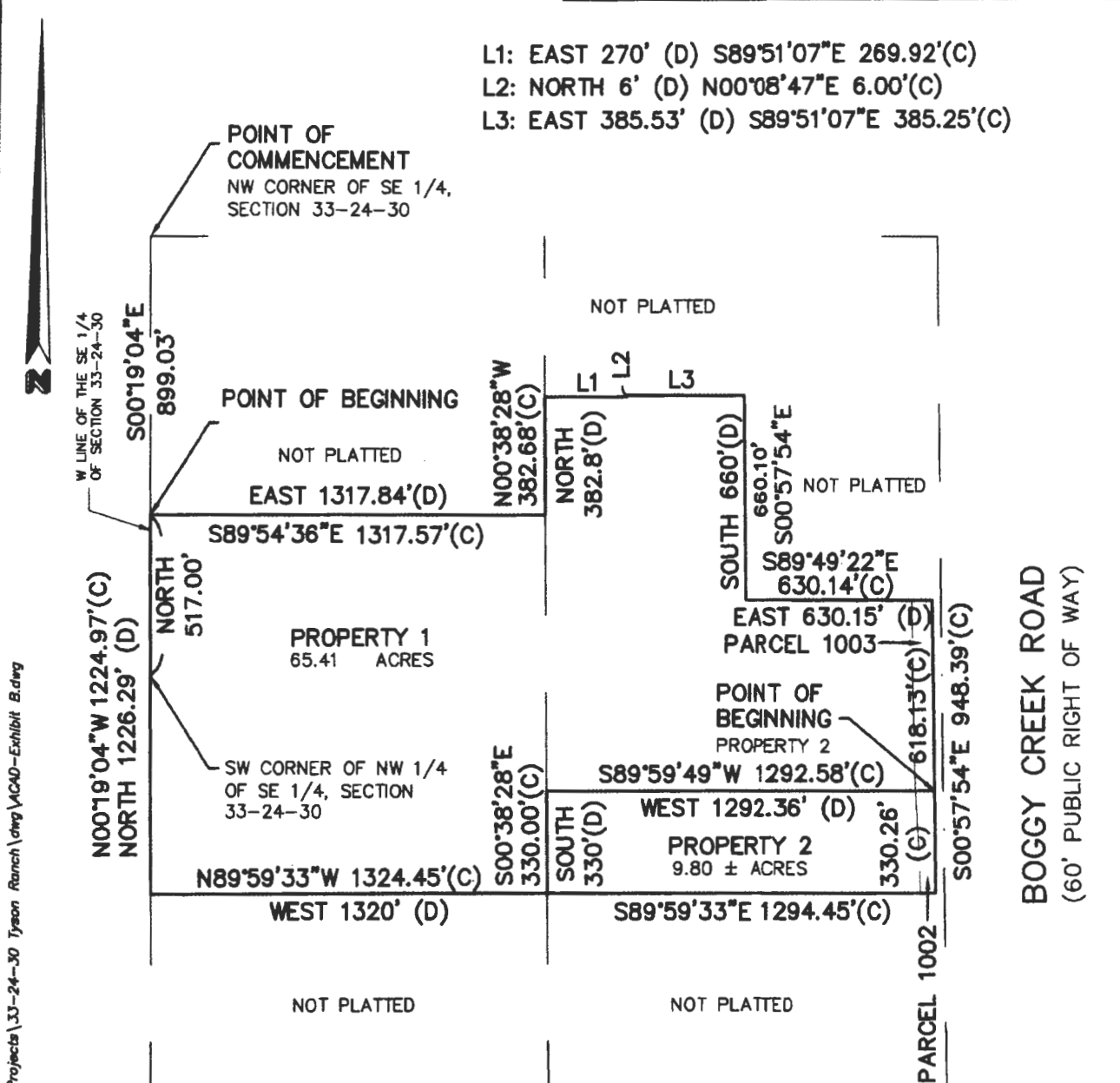


William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit B.dwg

**SKETCH-OF-DESCRIPTION**  
(THIS IS NOT A SURVEY)

- L1: EAST 270' (D) S89°51'07"E 269.92'(C)
- L2: NORTH 6' (D) N00°08'47"E 6.00'(C)
- L3: EAST 385.53' (D) S89°51'07"E 385.25'(C)



**LEGEND**

- C CALCULATED
- D DEED

SHEET 2 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=500'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT "B"**

**Form of Deed**

*(see attached one (1) instrument totaling seven (7) pages)*

Instrument: 1002.1/1003.1

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

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

### WARRANTY DEED

THIS WARRANTY DEED is made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 2019, by ORLANDO AIRPORT PROPERTY, LLC, a Florida limited liability company, having its principal place of business in the city of Maitland, county of Orange, whose address is 529 Versailles Drive, Suite 200, Maitland, Florida, 32751, GRANTOR, in favor of ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTEE.

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto GRANTEE, all that certain land situate in Orange County, Florida:

#### SEE ATTACHED SCHEDULE "A"

#### Property Appraiser's Parcel Identification Numbers:

33-24-30-0000-00-036 (partial)

33-24-30-0000-00-038 (partial)

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND GRANTOR hereby covenants with said GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

Instrument: 1002.1/1003.1

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

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

Signed, sealed, and delivered  
in the presence of:

**ORLANDO AIRPORT PROPERTY, LLC,**  
**a Florida limited liability company**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

(Signature of TWO witnesses required by Florida law)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_, of ORLANDO  
AIRPORT PROPERTY, LLC, a Florida limited liability company, on behalf of the limited liability  
company. He/She is personally known to me or has produced \_\_\_\_\_ as  
identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary 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

Notary Public in and for  
the County and State aforesaid

My commission expires:

**SCHEDULE "A"**

*(see attached two (2) legals and sketches of description totaling four (4) pages)*



**SKETCH-OF-DESCRIPTION**  
(THIS IS NOT A SURVEY)

**LEGAL DESCRIPTION:**

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO A POINT; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 63.70 FEET; THENCE SOUTH 00°57'54" EAST, A DISTANCE OF 330.26 FEET; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.43 ACRES (18,775 SQUARE FEET), MORE OR LESS

**SURVEYOR'S NOTES:**

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276  
 794 Big Tree Drive, Suite 108  
 Longwood, Florida 32750  
 P. (407) 647-7346  
 F. (407) 982-7166  
 Survey@HLSM.US

Revised: 07/26/18  
 Job No: I-417  
 Date: 06/06/18  
 Drawn By: GJS  
 Scale: 1"=200'

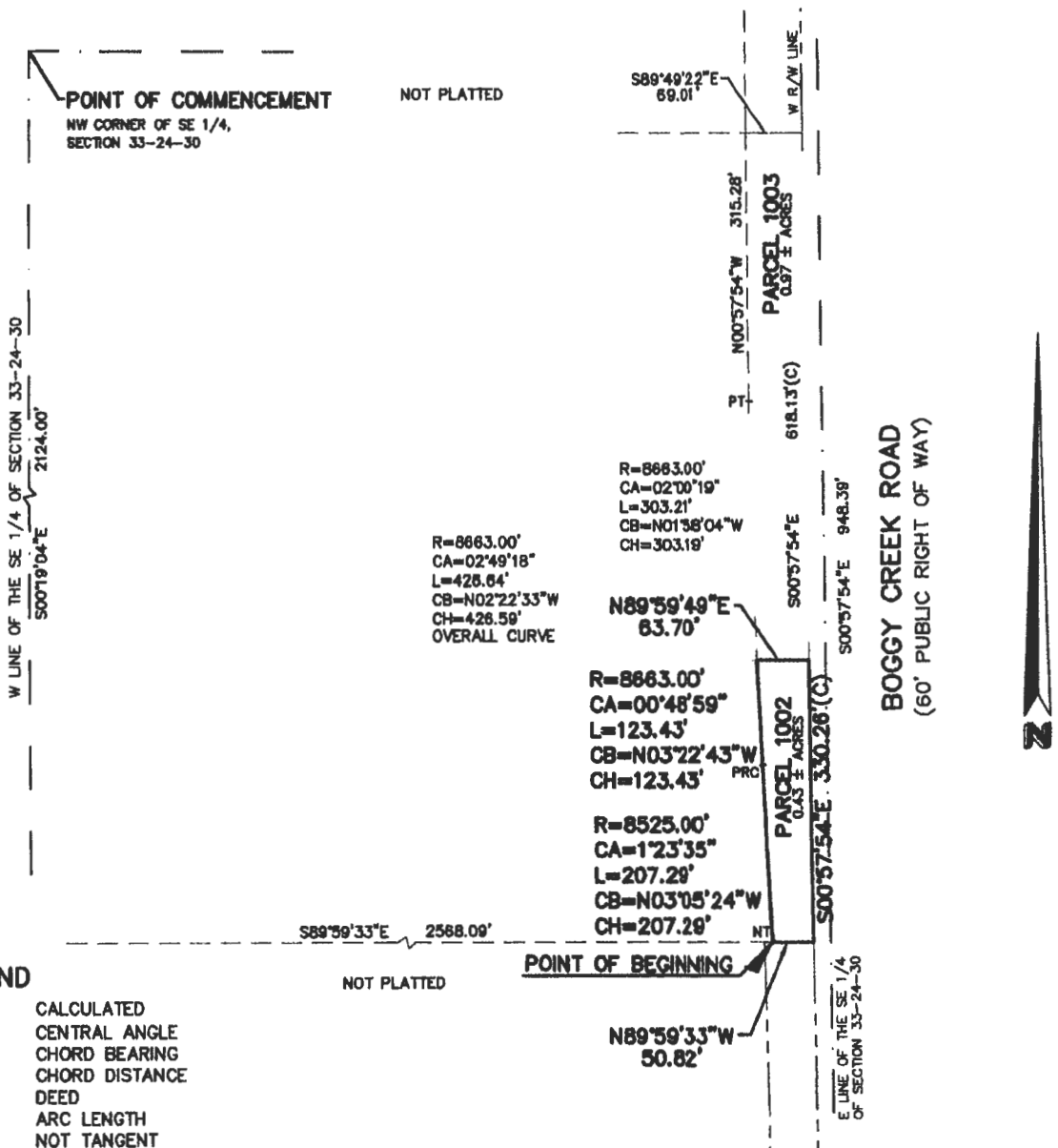
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



William F. Menard  
 Professional Surveyor & Mapper  
 Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

# SKETCH—OF—DESCRIPTION (THIS IS NOT A SURVEY)



## LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 847-7346  
F. (407) 982-7186

Survey@HLSM.US

Revised: 07/26/18  
Job No: 1-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET, A CENTRAL ANGLE OF 02°00'19", A CHORD BEARING OF N01°58'04"W AND A CHORD DISTANCE OF 303.19 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 303.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°57'54" WEST, A DISTANCE OF 315.28 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 69.01 FEET; THENCE SOUTH 00°57'54" EAST A DISTANCE OF 618.13 FEET; THENCE SOUTH 89°59'49" WEST, A DISTANCE OF 63.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.97 ACRES (42,119 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

**HLSM, LLC**

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

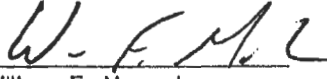
Licensed Business No. 7276

794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

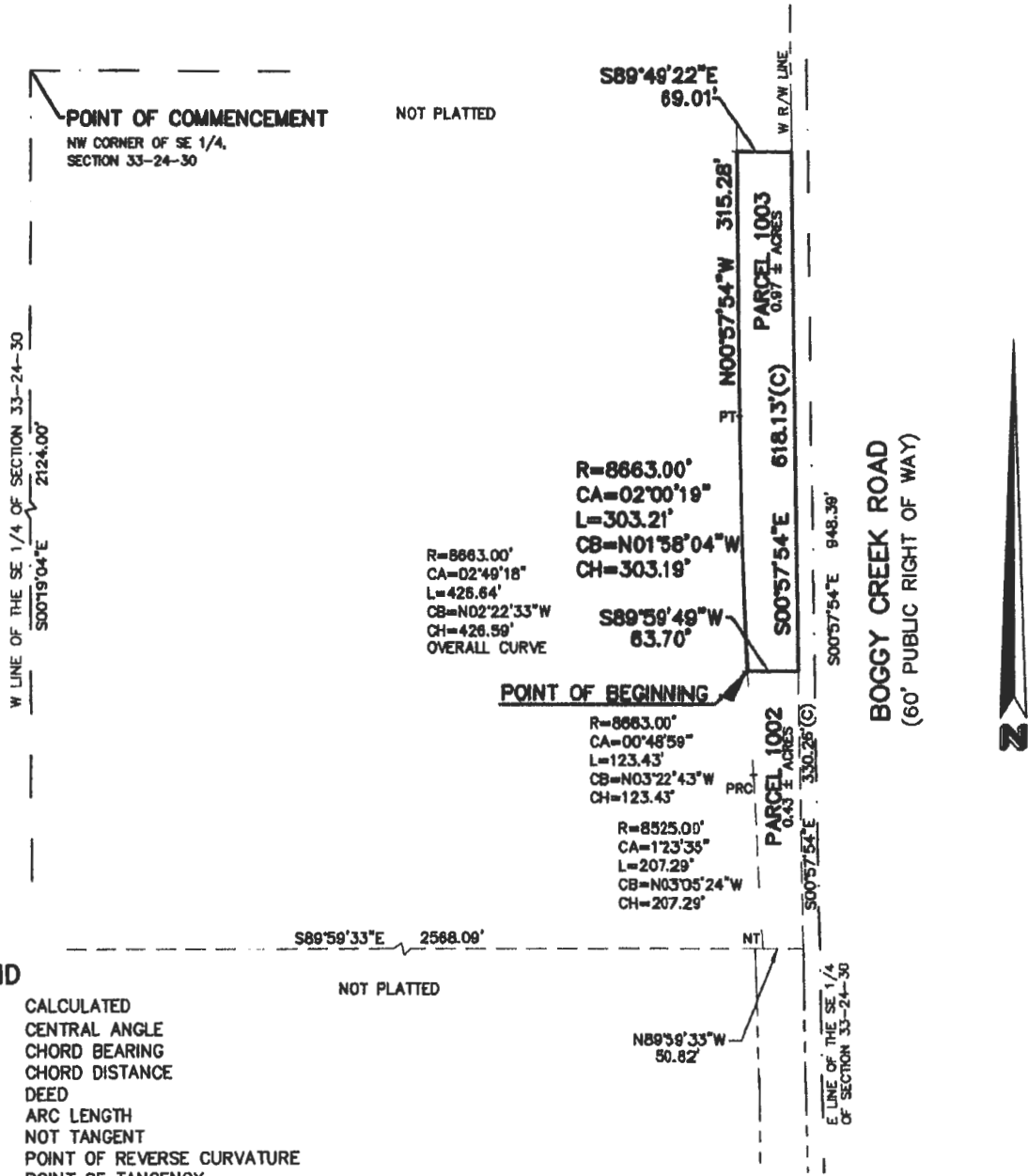
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

  
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch.dwg\ACAD-Exhibit C.dwg

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)



## LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT "C"**

**Form of JUPA**

*(see attached one (1) instrument totaling <sup>thirty</sup> ~~seven~~ (37) pages)*

**THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

ORANGE COUNTY REAL ESTATE MGMT. DIV.  
ATTN: PAUL BRYAN SLADEK, ESQ.  
400 E. SOUTH ST.  
5TH FLOOR  
ORLANDO, FL 32801

**Property Appraisers Parcel Identification Numbers:**

33-24-30-0000-00-038  
33-24-30-0000-00-036

**Instrument:** 8002A.1/8002B.1/7002.1  
**Project:** Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

*NOTE TO RECORDER: This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).*

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

**JOINT USE POND AND DRAINAGE EASEMENT AGREEMENT**

THIS JOINT USE POND AND DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”) is made as of the Effective Date (hereinafter defined) by and between BOGGY CREEK COMMERCIAL, LLC, a Florida limited liability company, (“**Developer**”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”).

**RECITALS**

A. Developer is the owner of record of fee simple title to the Developer Property (hereinafter defined) and is responsible for undertaking the development thereof.

B. On even date herewith, as required by the Contract (hereinafter defined) and in furtherance of the Boggy Creek Road Project (hereinafter defined), Developer’s affiliate, Orlando Airport Property, LLC, a Florida limited liability company (“**OAP**”), has conveyed the ROW Parcel (hereinafter defined) to County.

C. In connection with County’s construction of the Boggy Creek Road Project, and in addition to the ROW Parcel acquired from OAP, it is necessary for County to acquire from Developer easements over a portion of the Developer Property.

D. In lieu of County acquiring from Developer drainage easements over certain portions of the Developer Property and County thereafter constructing thereupon certain drainage

facilities required by the Boggy Creek Road Project, the Parties instead desire to enter into this Agreement to provide for Developer's design, engineering, permitting, and construction of the Drainage Improvements (hereinafter defined), for the maintenance of the Drainage Improvements, for the joint use of the Drainage Improvements by Developer for the Developer Property and by County for Boggy Creek Road (hereinafter defined), and for the grant by Developer to and in favor of County of certain easements over the Developer Property, all as more particularly set forth below.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I – RECITALS; DEFINITIONS**

**Section 1.1 Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 1.2 Definitions.** As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) **Board.** The term "**Board**" shall mean and refer to the Orange County Board of County Commissioners.

(b) **Boggy Creek Road.** The term "**Boggy Creek Road**" shall mean and refer to that certain public right-of-way controlled by County and commonly known as Boggy Creek Road, as such right-of-way may now or hereafter exist from time to time.

(c) **Boggy Creek Road Project.** The term "**Boggy Creek Road Project**" shall mean and refer to that certain project of County known as Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417) which project was approved by the Board during the 2005-06 fiscal year of County to widen and improve the existing two lane roadway to a four lane divided urban roadway with a closed drainage system, and improve the capacity of Boggy Creek Road.

(d) **Contract.** The term "**Contract**" shall mean and refer to that certain "Purchase Agreement" with an effective date of March 26, 2019, by and among Developer, OAP, and County providing for, among other provisions, OAP's conveyance of the ROW Parcel to County and the execution of this Agreement by the Parties.

(e) **County Easement Areas.** The term "**County Easement Areas**" shall mean and refer to, collectively, the Drainage Easement Areas and the Temporary Easement Area.

(f) **Developer Property.** The term "**Developer Property**" shall mean and refer to the real property that is legally described on **Exhibit "A"** attached hereto.

(g) **Developer's Intended Use.** The term "**Developer's Intended Use**" shall mean and refer to its use and enjoyment of the Developer Property for all commercial uses thereof as are authorized under the final zoning category applicable thereto.

(h) Drainage Easement Areas. The term “**Drainage Easement Areas**” shall mean and refer to, collectively, the Pond Easement Area and the Pipe Easement Area.

(i) Drainage Improvements. The term “**Drainage Improvements**” shall mean and refer to, collectively: (i) that certain stormwater pond, including without limitation weirs, control structures, and appurtenances, if any, associated with such stormwater pond, to be installed within the Pond Easement Area for the purposes of drainage, outfall, retention, detention, and treatment stormwater from the Developer Property and from Boggy Creek Road, (collectively, the “**Pond Improvements**”) as such Pond Improvements are depicted on Sheets 2 and 5 of the Drainage Plans; (ii) that certain stormwater pipe, including without limitation inlets, manholes, connections, and appurtenances, if any, associated with such pipe, to be installed within the Pond Easement Area, the Pipe Easement Area, and Boggy Creek Road for the purposes of the conveying and draining stormwater from the Pond Improvements to a point of connection with a public stormwater management system in Boggy Creek Road (collectively, the “**Outfall Pipe Improvements**”) as such Outfall Pipe Improvements are depicted on Sheets 2 and 5 of the Drainage Plans; (iii) that certain stormwater pipe, including without limitation inlets, manholes, connections, and other accessories, fixtures, equipment, and appurtenances, if any, associated with such pipe, to be installed with drainage structures D13 through D16 as shown in the Drainage Plans (also labelled as drainage structures S-109, S-109A, S-109B, and S-109D on County’s plans for the Boggy Creek Road Project) starting in the right-of way of Boggy Creek Road, through the Pipe Easement Area and the Pond Easement Area, for the purposes of the conveying and draining stormwater from Boggy Creek Road to the Pond Improvements (collectively, the “**ROW Pipe Improvements**”) as such ROW Pipe Improvements are depicted on Sheets 2 and 5 of the Drainage Plans; and (iv) any and all other stormwater retention, detention, treatment, conveyance, and drainage facilities, including without limitation ponds, pipes, culverts, inlets, manholes, connections, weirs, control structures, and appurtenances, depicted in the Drainage Plans and necessary or beneficial for the proper operation and maintenance of the Pond Improvements, Outfall Pipe Improvements, and/or ROW Pipe Improvements in accordance with the Drainage Plans and the District Permits.

(j) Drainage Plans. The term “**Drainage Plans**” shall mean and refer to those certain engineering plans, designs, specifications, and drawings for the Drainage Improvements entitled Development Plan for Mass Grading, prepared by GTC Engineering Corporation, dated February 15, 2019.

(k) District Permits. The term “**District Permits**” shall mean and refer to, collectively: (i) Permit No. 48-01177-P, Application No. 180518-9, issued by the South Florida Water Management District for the Boggy Creek Road Project; and (ii) Permit No. 48-100493-P, Application No. 180807-745, issued by the South Florida Water Management District for Tyson Ranch Mass Grading.

(l) Effective Date. The term “**Effective Date**” shall mean and refer to latest of: (i) the date this Agreement is executed by Developer; (ii) the date this Agreement is executed by County; (iii) the date this Agreement is approved by the Orange County Board of County Commissioners; and (iv) the date this Agreement is recorded in the Public Records of Orange County, Florida.



(m) Notice Addresses. The term “**Notice Addresses**” shall mean and refer to:

As to Developer: Boggy Creek Commercial, LLC  
Attn: Ralph Singleton, Manager  
Attn: Robert Harrell, Manager  
529 Versailles Dr.  
Suite 200  
Maitland, FL 32751

*with a copy to:* White & Luczak, P.A.  
Attn: Robert B. White, Jr., Esq.  
655 W. Morse Blvd.  
Suite 111  
Winter Park, FL 32789

As to County: Orange County Public Works  
Director  
Orange County Public Works Complex  
4200 S. John Young Pkwy.  
Orlando, FL 32839

*with a copy to:* Orange County Real Estate Management Division  
Attn: Manager  
400 E. South St.  
5th Floor  
Orlando, FL 32801

(n) Parties. The term “**Parties**” shall mean and refer to, collectively, Developer and County.

(o) Pipe Easement Area. The term “**Pipe Easement Area**” shall mean and refer to that portion of the Developer Property more particularly described on Exhibit “D” attached hereto, which exhibit is hereby incorporated herein by this reference.

(p) Pond Easement Area. The term “**Pond Easement Area**” shall mean and refer to, that portion of the Developer Property more particularly described on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference.

(q) ROW Parcel. The term “**ROW Parcel**” shall mean and refer to, the real property that is legally described on Exhibit “B” attached hereto, which exhibit is hereby incorporated herein by this reference.

(r) Temporary Easement Area. The term “**Temporary Easement Area**” shall mean and refer to that portion of the Developer Property more particularly described on Exhibit “E” attached hereto, which exhibit is hereby incorporated herein by this reference.

## **ARTICLE II – CONSTRUCTION OF DRAINAGE IMPROVEMENTS; SELF-HELP**

**Section 2.1** Design, Engineering, and Permitting of Drainage Improvements. In connection with the design, engineering, and permitting of the Developer Property for Developer's Intended Use, Developer agrees that Developer shall, at Developer's sole cost and expense, design, engineer, and permit the Drainage Improvements.

**Section 2.2** Construction of Drainage Improvements. Developer, at Developer's sole cost and expense, shall have Completed (hereinafter defined) construction of all Drainage Improvements on or before December 1, 2019 (the "**Construction Deadline**").

(a) Permits and Approvals. Prior to construction of the Drainage Improvements, Developer, at Developer's sole cost and expense, shall obtain all permits, approvals, licenses, authorizations, and/or entitlements of/from any and all governmental authority(ies) that will be necessary or beneficial by for the construction, installation, use, operation, inspection, maintenance, service, repair, and/or replacement of the Drainage Improvements for their intended use.

(b) Completion. As used in this Agreement, construction of the Drainage Improvements shall be deemed "**Completed**" only after all of the following have been delivered to County, at no cost or expense to County: (i) certification(s) by the engineer(s) of record for the Drainage Improvements certifying that the Drainage Improvements are substantially complete and operational for their intended use, in accordance with the Drainage Plans, with the District Permits, and with the requirements of all applicable governmental authorities; (ii) an as-built survey of the Developer Property showing the Drainage Improvements prepared by a registered land surveyor in form and substance reasonably satisfactory to County; (iii) construction inspection and testing reports for the Drainage Improvements; and (iv) final certificate(s) of completion or equivalent from all applicable governmental authorities.

(c) Dirt. For avoidance of doubt, except as otherwise set forth in Subsection 2.4(b) below, any surplus dirt generated by Developer's construction of the Drainage Improvements within the Drainage Easement Areas (including but not limited to surplus dirt generated by excavation of the pond portion of the Pond Improvements) shall be and remain the property of Developer, and may be used by Developer in connection with Developer's development of other portions of the Developer Property, free and clear of any claims of County.

**Section 2.3** Inspection Right. Until the Drainage Improvements have been Completed, County, through itself, its employees, contractors, subcontractors, consultants, and other agents, shall have the right (the "**Inspection Right**") to enter the Developer Property, at County's sole risk and expense, to monitor, investigate, and inspect Developer's ongoing construction of the Drainage Improvements; provided, however, in no event shall County's aforementioned rights or actions unreasonably limit, impede, or inhibit Developer's prosecution of the Drainage Improvements. In order to facilitate County's Inspection Right, Developer shall, following the Effective Date and continuing until the Drainage Improvements have been Completed by Developer periodically (but not less frequently than once per month), provide County with written updates on the status of Developer's construction of the Drainage Improvements and with an approximate schedule for construction, inspection, and other activities to be undertaken by

Developer with respect to the Drainage Improvements over the following month; for purposes of notifications required or permitted by this paragraph, County hereby consents to notification by electronic mail sent to anyone County may specify by written notice to Developer delivered in accordance with Section 10.13 below. For avoidance of doubt, the Inspection Right granted to County herein is in addition to any rights of inspection, any other rights to enter upon the Developer Property, and/or any other rights, permissions, privileges, or authority in general that County may now or hereafter have or be granted on account of County being a governmental authority with jurisdiction over the Developer Property, including but not limited to pursuant to permits previously or hereafter granted by County related to the Developer Property and/or to the development of the Developer Property for Developer's Intended Use ("**Governmental Rights**"); neither the Inspection Right, nor any other term or provision of this Agreement, shall (or shall be deemed or construed to) alter, amend, or modify in any way any such Governmental Rights.

Section 2.4 County Right to Self-Help Construction. In the event that Developer fails to have Completed construction of the Drainage Improvements by the Construction Deadline (and in accordance with the standards required by this Agreement), then in addition to remedies of County set forth in Article IX below, County may (but shall not be required to) elect by written notice to Developer to complete the Drainage Improvements itself ("**Self-Help Construction**") and recover from Developer the actual costs and expenses incurred by County in connection therewith ("**Self-Help Construction Costs**"). In the alternative, if stated in County's written notice to Developer, County may elect instead to only construct those portions of the Drainage Improvements as are necessary for the Boggy Creek Road Project, and to modify any and all permits and approvals for the Drainage Improvements accordingly (whereupon such portion of the Drainage Improvements that County elects to construct shall be the "**Self-Help Construction**"); without limiting the generality of the foregoing, Developer acknowledges that such alternative Self-Help Construction may include an election by County to construct the pond portion of the Pond Improvements at the size required to support the Boggy Creek Road Project and accept only drainage from Boggy Creek Road to the exclusion of any drainage from the Developer Property. Upon County's completion of any Self-Help Construction, County shall submit to Developer a written itemized statement setting forth the Self-Help Construction Costs incurred by County (the "**Statement of Self-Help Construction Costs**"), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Construction and County's Statement of Self-Help Construction Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Construction Costs, Developer shall remit to County reimbursement for such Self-Help Construction Costs incurred.

(a) Cooperation; Further Assurances. Developer covenants and agrees to cooperate with County, and to cause its contractors and engineers to cooperate with County, in connection with County's exercise of the self-help remedy set forth in this Section. Without limiting the generality of the foregoing, Developer shall execute such further assurances of the purposes and undertakings of this Section as may be reasonably required to effectuate the purpose of this Section. Upon reasonable request from County, Developer, without any compensation therefor, shall promptly perform, execute, acknowledge, join in, consent, and deliver any and all such further acts, assurances, assignments, documents, and/or instruments as may be reasonably necessary for County to perform the Self-Help Construction, including without limitation assignment to County of Developer's rights under those permits and approvals, and/or consent to

modification of those permits and approvals, as necessary for County to perform the Self-Help Construction.

(b) Dirt. Notwithstanding any term or provision of this Agreement to the contrary, any dirt generated by County's performance of the Self-Help Construction (and not needed or used for such Self-Help Construction) shall become the property of County, may be transported by County from the Developer Property, and may be used by County in connection with the Boggy Creek Road Project (or for any other County purpose), all free and clear of any claims of Developer.

(c) Completion of Drainage Improvements. In the event that County undertakes Self-Help Construction for less than all of the Drainage Improvements, nothing in this Agreement shall be construed as prohibiting Developer from undertaking and completing the balance of the Drainage Improvements following County's completion of the Self-Help Construction; provided, however, that Developer, at Developer's sole cost and expense, shall be responsible for any and all costs of design, engineering, permitting, and or construction incurred by Developer in connection with such completion including, but not limited to, costs of permit modification and/or increased constructions costs that would not have been incurred by Developer had County not exercised its right to Self-Help Construction. Further, in no event may any such completion of the Drainage Improvements: (i) have any adverse impact on County, on Boggy Creek Road, and/or on the Boggy Creek Road Project; (ii) impact the functioning of the portion of the Drainage Improvements completed by County until such time as Developer, at Developer's expense, has installed such temporary or permanent stormwater collection and conveyance facilities as necessary to at all times ensure the collection and conveyance of the stormwater previously handled by the portion of the Drainage Improvements completed by County; or (iii) adversely affect, at any time, the volumes, rates, or flows of stormwater collected and conveyed, from those volumes, rates, and flows handled by the portion of the Drainage Improvements completed by County.

Section 2.5 Environmental Matters. In the event that, prior to Completion of the Drainage Improvements, any Phase I environmental site assessment, any Phase II environmental site assessment, or any other test, study, survey, assessment, boring, or investigation of the Developer Property and/or County Easement Areas reveals the need for remediation to all or any portion of the County Easement Areas (on account of hazardous waste, substances, and/or materials, of any substance(s) the presence of which is prohibited by any governmental requirement, and/or of any other substance(s) of which any governmental requirement requires special handling in its collection, storage, treatment or disposal), or Developer or County otherwise become aware of the need for any such remediation to all or any portion of the County Easement Areas and such need is not caused, in whole, by the neglect of the County or its employees, agents, or contractors, then as part of Developer's obligations to design, engineer, and permit the Drainage Improvements, Developer shall, at no cost and expense to County, remediate the affected portion(s) of the County Easement Areas to County's satisfaction. Construction of the Drainage Improvements shall not be deemed "Completed" until any such required remediation has been performed to County's satisfaction.

### ARTICLE III – MAINTENANCE OF DRAINAGE IMPROVEMENTS; SELF-HELP

Section 3.1 Maintenance of Most Drainage Improvements. After construction of the Drainage Improvements has been Completed (or, in the event that County undertakes any Self-Help Construction, then after any such Self-Help Construction has been completed by County) all Drainage Improvements that have been constructed (whether by Developer or by County) and all elements thereof, other than the ROW Pipe Improvements, shall be operated, inspected, serviced, maintained, repaired, replaced, and/or reconstructed by Developer, at Developer's sole cost and expense, in a good and safe state of repair and in a reasonably neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Drainage Plans, with the District Permits, and with all applicable governmental regulations and/or permit requirements (collectively, the "**Developer Maintenance Obligations**"). At such time, if ever, as (i) a subdivision plat for Tyson Ranch, encompassing (at a minimum) all of the Developer Property and dedicating the entirety of Drainage Easement Areas to the Association (defined below) as "Common Property" thereon, has been recorded in the Public Records of Orange County, Florida, (ii) a Declaration of Covenants, Conditions, Restrictions and Easements for Tyson Ranch encumbering all of the Developer Property (the "**Declaration**"), which shall have identified the Drainage Improvements, other than the ROW Pipe Improvements, as "Common Improvements" and identified the entirety of Drainage Easement Areas as "Common Property" thereunder, has been approved, in writing, by County and thereafter recorded in the Public Records of Orange County, Florida, (iii) the commercial owner's association identified in the recorded Declaration (the "**Association**") has been duly formed with the Secretary of the State of Florida as a not-for-profit corporation, (iv) the Declaration expressly provides for the Association's assumption of the Developer Maintenance Obligations from Developer as contemplated herein, (v) the Declaration provides the Association both the right and an obligation to levy assessments against the lands subject to the Declaration to provide funds for the performance and fulfillment of the Association's duties, obligations, and financial commitments, (vi) the Declaration provides the Association both the right and an obligation to assert, record, and foreclose liens against the lands subject to the Declaration to enforce the payment and collection of assessments levied by the Association pursuant to the Declaration, (vii) the Declaration provides that the Declaration may not be amended without the joinder of County in the event that any such amendment would be in conflict with the requirements of this Agreement, and (viii) Developer, by virtue of a duly executed deed of conveyance recorded in the Public Records of Orange County, Florida, has conveyed the Drainage Easement Areas to the Association, then, by its acceptance of the delivery of such deed of conveyance and the recording thereof in the Public Records of Orange County, Florida, the Association shall be deemed to have assumed the duty to perform the Developer Maintenance Obligations hereunder and Developer shall thereafter no longer have any liability, of any nature whatsoever, for the performance thereof. For convenience, the assumption of the Developer Maintenance Obligations by the Association under the circumstances set forth above, when and if the same shall occur, shall be referred to as the "**Association Assumption of Developer Maintenance Obligations**".

Section 3.2 Maintenance of ROW Pipe Improvements. After the ROW Pipe Improvements have been constructed (whether Completed by Developer as part of the Drainage Improvements, or whether constructed by County as part of any Self-Help Construction) County, at County's sole cost and expense, shall operate, inspect, service, maintain, repair, replace, and reconstruct the ROW Pipe Improvements in a good and safe state of repair and in a reasonably

neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Drainage Plans and with all applicable governmental regulations and/or permit requirements.

Section 3.3 County Right to Self-Help Maintenance. In the event that Developer, prior to Association Assumption of Developer Maintenance Obligations, or the Association thereafter, shall fail to timely perform the Developer Maintenance Obligations in accordance with the standards required by this Agreement, then in addition to remedies of County set forth in Article IX below, County may (but shall not be required to) deliver a notice to Developer or the Association, as applicable, setting forth the deficiencies, whereupon Developer or the Association, as applicable, shall have the period of time specified by Section 9.1 below to remedy the deficiencies, or twenty-four (24) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within the applicable period, or within such twenty-four (24) hour period in case of emergency, County shall have the right (but shall not be required) to undertake all reasonably necessary service, maintenance, repair, replacement, and/or reconstruction of the Drainage Improvements (less and except the ROW Pipe Improvements) (“**Self-Help Maintenance**”) itself and recover from Developer or the Association, as applicable, the actual costs and expenses incurred by County in connection therewith (“**Self-Help Maintenance Costs**”). Upon County’s completion of any Self-Help Maintenance, County shall submit to Developer or the Association, as applicable, a written statement setting forth the Self-Help Maintenance Costs incurred by County (the “**Statement of Self-Help Maintenance Costs**”), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Maintenance and County’s Statement of Self-Help Maintenance Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Maintenance Costs, Developer or the Association, as applicable, shall remit to County reimbursement for such Self-Help Maintenance Costs incurred.

#### ARTICLE IV – DRAINAGE EASEMENT

Section 4.1 Easement. Developer does hereby give and grant to County a permanent, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, on, upon, through, and across the entirety of the Drainage Easement Areas. The easement rights over the Drainage Easement Areas granted to County hereby shall include, without limitation: (i) the right to convey stormwater from Boggy Creek Road through the Pipe Easement Area to the Pond Easement Area (both by means of the ROW Pipe Improvements, and through such other drainage facilities hereafter existing upon and/or within the Drainage Easement Areas); (ii) for the outfall, retention, and detention of stormwater from Boggy Creek Road upon and within the Pond Easement Area (both upon and/or within the Pond Improvements, and upon and/or within such other drainage facilities hereafter existing upon and/or within the Pond Easement Area); (iii) the right to convey stormwater from Boggy Creek Road and the Pond Easement Area through the Pipe Easement Area to Boggy Creek Road (both by means of the Outfall Pipe Improvements, and through such other drainage facilities hereafter existing upon and/or within the Drainage Easement Areas); (iv) the right of County, through itself, its employees, contractors, subcontractors, consultants, and other agents, to inspect the Drainage Improvements within the Drainage Easement Areas; (v) the right of ingress, egress, and access of County, and its employees, contractors, subcontractors, consultants, and other agents, over, under, on, upon, through, and across the Drainage Easement Areas for the purposes of County’s exercise of the rights granted to Developer

under this Section 4.1. Notwithstanding the foregoing, the Drainage Easement granted herein does not include any right for County to construct, install, maintain, service, repair, or replace any improvements (including but not limited to drainage improvements) within the Drainage Easement Areas; provided, however, that this sentence shall not be construed as limiting those rights expressly granted to County elsewhere in this Agreement, including without limitation those rights expressly granted to County: (x) in Section 2.4 above and Article VI below with respect to Self-Help Construction; (y) in Section 3.3 above and Article V below with respect to Self-Help Maintenance; and (z) in Section 3.2 above and Article V below with respect to maintenance, repair, replacement, and reconstruction of ROW Pipe Improvements.

Section 4.2 Term. The term of the Drainage Easement shall be perpetual.

Section 4.3 Reservation of Rights. Developer hereby reserves unto itself all other rights to use the Drainage Easement Areas which are not inconsistent with the easement rights granted pursuant to this Article, which would not in any way impair County's exercise of County's easement rights under this Article, which do not interfere with or disrupt County's ability to access the Drainage Easement Areas (or any part thereof), and which do not interfere with or disrupt the functioning of Drainage Improvements, as determined by County in its reasonable discretion. Notwithstanding the foregoing, Developer agrees not to build, construct, or create, nor permit others to build, construct, or create, any buildings, structures, landscaping, or improvements on or within the Drainage Easement Areas that may unreasonably interfere with the normal operation, use, and/or maintenance of the Drainage Easement Areas for their intended purpose and/or the Drainage Improvements installed thereon.

Section 4.4 Restrictions on Use of Certain Drainage Improvements. Notwithstanding any term or provision of this Agreement to the contrary, the Parties hereby agree that: (i) use of the ROW Pipe Improvements shall be restricted to conveying, transmitting, and draining stormwater from Boggy Creek Road; and (ii) use of the Pond Improvements and Outfall Pipe Improvements shall be restricted to conveying, transmitting, draining, retaining, detaining, and treating stormwater from Boggy Creek Road and the Developer Property. Developer hereby further covenants and agrees with County that Developer shall not grant any person or property any rights, privileges, easements, leases, licenses, or other permission of any kind or nature in or to all or any portion of the Drainage Easement Areas, and/or in or to all or any portion of the Drainage Improvements, that would be inconsistent with or in violation of Developer's foregoing covenants and agreements of this Section.

## ARTICLE V – MAINTENANCE EASEMENT

Section 5.1 Easement. Developer does hereby grant, bargain, sell, and convey to County a permanent, nonexclusive easement (the “**Maintenance Easement**”) over, under, on, upon, through, and across the entirety of the County Easement Areas for the purposes of County, through itself, its employees, contractors, subcontractors, consultants, and other agents: (i) inspecting, operating, maintaining, servicing, repairing, replacing, and/or reconstructing the ROW Pipe Improvements (and all elements thereof) as allowed and required by this Agreement; and (ii) performing the Self-Help Maintenance as allowed by this Agreement. The easement rights over the County Easement Areas granted to County hereby shall include, without limitation: (i) the right of ingress, egress, and access over, under, on, upon, through, and across the County Easement



Areas, for pedestrian and vehicular ingress, egress, access, and passage, including without limitation by large heavy construction vehicles and equipment, for the purposes of County's exercise of the easement rights, and of such other rights, as are granted to County herein; and (ii) the right to clear and keep clear all trees, undergrowth, and/or other obstructions out of and away from the herein granted County Easement Areas that may interfere with the normal operation, use, and/or maintenance of the ROW Pipe Improvements (or the Drainage Improvements, in the event that County is performing Self-Help Maintenance) for their intended purposes.

Section 5.2 Term. The term of the Maintenance Easement shall be perpetual.

Section 5.3 Reservation of Rights. Developer and Association following the Association Assumption of Developer Maintenance Obligations hereby reserve unto themselves, where applicable, all other rights to use the County Easement Areas which are not inconsistent with the easement rights granted pursuant to this Article, which would not in any way impair County's exercise of County's easement rights under this Article, which do not interfere with or disrupt County's ability to access the County Easement Areas (or any part thereof), and which do not interfere with or disrupt County's operations within the County Easement Areas, as determined by County in its reasonable discretion. Notwithstanding the foregoing, Developer agrees not to build, construct, or create, nor permit others to build, construct, or create, any buildings, structures, or improvements on or within the County Easement Areas that may unreasonably interfere with the normal operation, use, and/or maintenance of the County Easement Areas for their intended purpose and/or the Drainage Improvements installed thereon.

## **ARTICLE VI – SELF-HELP TEMPORARY CONSTRUCTION EASEMENT**

Section 6.1 Easement. Developer does hereby grant, bargain, sell, and convey to County a temporary, non-exclusive construction easement (the "**Self-Help Temporary Construction Easement**") over, under, on, upon, through, and across the County Easement Areas for the purpose of County, through itself, its employees, contractors, subcontractors, consultants, and other agents, performing the Self-Help Construction as allowed by this Agreement. The easement rights over the County Easement Areas granted to County hereby shall include, without limitation, the right to: (i) clear, grub, grade, excavate, slope, harmonize, fill, and/or sod all or any portion of the County Easement Areas; (ii) store materials and equipment within the County Easement Areas; (iii) perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys, and other tests, investigations, and inspections to obtain information relating to the surface, subsurface, and/or topographic conditions of the County Easement Areas; and (iv) the right of ingress, egress, and access over, under, on, upon, through, and across the County Easement Areas, for pedestrian and vehicular ingress, egress, access, and passage, including without limitation by large heavy construction vehicles and equipment, for the purposes of County's exercise of the easement rights, and of such other rights, as are granted to County herein. County shall also have the right to clear and keep clear all trees, undergrowth, and/or other obstructions out of and away from the County Easement Areas that may interfere with the normal operation, use, and/or maintenance of the County Easement Areas for their intended purpose.

Section 6.2 Termination. The Self-Help Temporary Construction Easement granted by this Article shall automatically terminate, without the necessity of Developer obtaining any release



from County, upon the earlier of: (i) Completion of both the Drainage Improvements and County's completion of the Self-Help Construction; or (ii) three (3) years after the Effective Date.

## **ARTICLE VII – PROVISIONS APPLICABLE TO ALL COUNTY EASEMENTS**

Section 7.1 County Activities. All work performed and other activities undertaken by County within any of the County Easement Areas shall: (i) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities; and (ii) be performed in a safe and workmanlike manner. County, at County's expense, shall obtain all governmental permits and approvals, if any, required in connection with any work performed and other activities undertaken by County within any of the County Easement Areas.

Section 7.2 Restoration of Surface. Upon completion of any activity within any of the County Easement Areas, County shall leave the County Easement Areas, and the affected surface area thereof, in a clean and neat condition, and otherwise in accordance with the condition required by County's applicable permits, if any, for its activities within the County Easement Areas; provided, however, such restoration shall not involve the re-sodding of any areas not previously sodded.

Section 7.3 Construction Liens. No rights granted herein shall permit or empower County to encumber the County Easement Areas or any other part of the Developer Property with construction liens arising from the exercise by County of the rights granted herein. County shall not suffer nor permit any construction lien to be placed upon or against the County Easement Areas or any other part of the Developer Property.

Section 7.4 Incidental Rights. Except as otherwise specifically provided or limited herein, the easements, rights, and obligations hereby created, granted, and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements in favor of County granted herein for their respective intended purposes. Except as otherwise specifically provided or limited herein, the easements rights hereby created, granted, and conveyed to County may be exercised by County itself, and/or by and through County's employees, contractors, subcontractors, consultants, and other agents.

Section 7.5 Relocation of County Easement Areas. At any time and from time to time in connection with Developer's future development of the Developer Property, upon written request of Developer, County shall cooperate with Developer to relocate, reconfigure, or modify any or all of the County Easement Areas by executing an amendment to this Agreement establishing the new limits of the County Easement Areas whereupon such relocated easement area(s) shall be subject to the terms hereof to the same extent as they applied to the applicable County Easement Area prior to such relocation, reconfiguration, or modification and thereafter the initial County Easement Area (either in whole or in part, as applicable) shall be released and immediately revert to Developer, or its successors-in-interest. For avoidance of doubt, County shall not be required to incur any cost or expense in connection with the relocation, reconfiguration, or modification of all or any portion of the County Easement Areas requested by Developer, and Developer, at Developer's sole cost and expense, shall be solely responsible for the relocation, reconstruction, and/or new construction of any improvements (including but not limited to Drainage Improvements) required in order to allow County to make the same use of the

relocated and remaining County Easement Areas, as applicable, after such relocation, reconfiguration, or modification requested by Developer as prior to such relocation, reconfiguration, or modification. In no event may any such relocation, reconfiguration, or modification: (i) have any adverse impact on County, on Boggy Creek Road, and/or on the Boggy Creek Road Project; (ii) impact the functioning of the Drainage Improvements until such time as Developer, at Developer's expense, has installed such replacement stormwater collection and conveyance facilities as necessary to at all times ensure the collection and conveyance of the stormwater previously handled by the Drainage Improvements in accordance with the Drainage Plans and the District Permits; or (iii) adversely affect, at any time, the volumes, rates, or flows of stormwater collected and conveyed, from those volumes, rates, and flows handled by the Drainage Improvements in accordance with the Drainage Plans and the District Permits. Any such amendment of this Agreement pursuant to this Section shall be in form and substance acceptable to County, whose approval of the same shall not be unreasonably withheld, conditioned, or delayed, and no relocation, reconfiguration, or modification of any County Easement Area (or any improvements therein) may be undertaken by Developer until such amendment has been fully executed.

## **ARTICLE VIII – COVENANTS AND RESTRICTIONS**

Section 8.1 Covenants Running With The Land. All of the covenants, terms, agreements, provisions, and restrictions set forth in this Agreement are intended to be, and shall be, construed as, covenants running with the Developer Property. Any transferee of any portion of the Developer Property shall automatically be deemed, by acceptance of the title thereto after being duly recorded in the Public Records of Orange County, Florida, to have assumed all duties and obligations of Developer, if any, arising under this Agreement relating thereto and to have received an assignment of all right and benefits of this Agreement relating thereto.

Section 8.2 Easements in Gross. The easements in favor of County set forth in this Agreement shall be easements in gross, for the benefit and use of County and its permitted users, and County's successors and permitted assigns (if any).

Section 8.3 Assignment. Neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties.

Section 8.4 No Third-Party Beneficiaries. Except as otherwise set forth herein, no person, or entity other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

Section 8.5 Governmental Authorities. As used in this Agreement, "governmental authority" or "governmental authorities" shall mean any federal, state, county, municipal, or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court, community development district, water management district, or agency having jurisdiction over the Developer Property, Boggy Creek Road, and/or any portion of either, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, the School Board of Orange County, Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District.

Section 8.6 Applicable Laws. Any rights granted in this Agreement shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, and any future modifications or amendments thereto.

Section 8.7 Indemnification.

(a) Indemnification of County. To the fullest extent permitted by law, Developer and Association, as applicable, agree to indemnify and hold harmless County from and against any and all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs, and expenses, including reasonable attorney and legal fees and costs, arising out of, or resulting from, work performed and other activities undertaken by either or both of them within or in relation to any of the County Easement Areas pursuant to this Agreement.

(b) Indemnification by County. To the extent provided by and without waiving its rights and protections pursuant to Section 768.28, Florida Statutes, or any successor law, County agrees to hold harmless Developer (or Association, following the Association Assumption of Developer Maintenance Obligations) from all claims, actions, losses, suits, judgments, fines, liabilities, costs, expenses, and attorney's fees, arising out of or resulting from any work performed and other activities undertaken by County within any of the County Easement Areas pursuant to this Agreement; provided, however, County shall not be liable for the acts or omissions of Developer or the Association. Notwithstanding any term or provision of this Agreement seemingly to the contrary, County shall not, by virtue of entering into this Agreement nor by virtue of anything set forth in this Agreement, waive (or be deemed to have waived) its right to sovereign immunity or the sovereign immunity limits established by Florida law (including, but not limited to, the limits established by Section 768.28, Florida Statutes).

**ARTICLE IX – REMEDIES AND ENFORCEMENT**

Section 9.1 When a Breach becomes a Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for a period of ten (10) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within ten (10) days, then the breaching Party shall have ten (10) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 9.2 All Legal and Equitable Remedies Available. In the event of a default by any Party of any of the terms or conditions hereof, the other Parties shall be entitled to relief by remedies permitted at law or in equity, including injunction and specific performance. Notwithstanding the foregoing, under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of Default by such Party hereunder.

Section 9.3 Remedies Cumulative. Subject to the limitations set forth in Section 9.2 above, any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity.

Section 9.4 No Termination For Breach. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party to unilaterally cancel, rescind, or otherwise terminate this Agreement.

Section 9.5 Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 9.6 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 9.7 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 9.8 Continuing Lien; Delinquent Payments. Subject to the terms, conditions and limitations set forth below, this Agreement shall serve as a continuing lien against the Developer Property or the Common Property (both as defined below) as applicable, for the purposes of securing payment to County of the Self-Help Maintenance Costs and Self-Help Construction Costs, and any interest thereon (in each instance, a "**Self Help Remedies Lien**").

(a) Each Self Help Remedies Lien may be foreclosed in the same manner as the foreclosure of a Chapter 713 Claim of Lien under Florida law, shall attach and relate back to the date of recording of this Agreement, and be subject to being transferred to cash or bond pursuant to Fla. Stat. s. 713.24. In the event that Developer and/or the Association, following Association Assumption of Developer Maintenance Obligations, fails to remit to County any funds, or any portion thereof, required to be remitted to County pursuant to this Agreement (whether pursuant to Section 2.4 above, Section 3.3 above, or otherwise) by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida; and (ii) County may, but shall not be required to, record a notice of a Self Help Remedies Lien in the Public Records of Orange County, Florida, to provide public notice of the lien provided by this Section and public notice of Developer and/or Association's asserted delinquency hereafter. The remedies provided by this Section shall not be subject to the provisions of Section 9.1 above, but shall be cumulative with, and in addition to, all other remedies permitted by this Agreement, at law, or in equity.

(b) Notwithstanding any language in this Agreement to the contrary, the encumbrance, operation, and legal effect of a Self Help Remedies Lien shall: (i) in the case of defaults on the part of Developer arising as a consequence of its failure to pay Self-Help Construction Costs in accordance with the terms and conditions set forth in this Agreement, (1) encumber only the Developer Property, and (2) terminate and be of no further force and effect upon the earlier to occur of either (x) the recordation in the Public Records of Orange County, Florida, of a certificate of completion, issued by Orange County, Florida, certifying that Developer has Completed the construction of the Drainage Improvements by the Construction Deadline in accordance with the requirements of this Agreement, or (y) the third (3rd) anniversary of the Effective Date of this Agreement; and (ii) in the case of defaults on the part of Developer and/or the Association arising as a consequence of the failure to pay Self-Help Maintenance Costs, encumber only the Developer Property until such time, if ever, as Association Assumption of Developer Maintenance Obligations occurs and thereafter only the Common Property (as that term is defined in the recorded Declaration).

Section 9.9 Sovereign Immunity. For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes (2018).

## **ARTICLE X – MISCELLANEOUS**

Section 10.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 10.3 Modification. This Agreement may be altered, amended, or modified only by written instrument recorded in the Public Records of Orange County, Florida, executed by Developer (and, if applicable, all of Developer's respective successors-in-interest) and County.

Section 10.4 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 10.5 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 10.6 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 10.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and unenforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 10.8 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 10.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 10.10 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 10.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, 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 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

Section 10.12 Time. Time is of the essence with respect to this Agreement.

Section 10.13 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; or guaranteed overnight delivery service; and shall be deemed to have been given when actually received by the intended recipient.

(a) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or by guaranteed overnight delivery service, shall be returned to the sender as "unclaimed", then notice shall be deemed to have been given upon the sender's receipt of the returned, "unclaimed" notice.

(b) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or guaranteed overnight delivery service, shall be returned to sender as “undeliverable” because the recipient has changed its mailing address and failed to provide the sender with an updated mailing address, then notice shall be deemed to have been given upon the sender’s receipt of the returned, “undeliverable” notice. It shall be the duty of each Party to this Agreement to notify all other Parties to this Agreement of any change in that Party’s Notice Address.

(c) The Parties acknowledge and agree that their respective legal counsel shall be permitted to deliver notices on behalf of their respective clients.

Section 10.14 Currency. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

*[signature pages and exhibits follow]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

**“DEVELOPER”**

Signed, sealed, and delivered  
in the presence of:

BOGGY CREEK COMMERCIAL, LLC,  
a Florida limited liability company

\_\_\_\_\_ By: \_\_\_\_\_

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

\_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of BOGGY CREEK COMMERCIAL, LLC, a Florida limited liability company, on behalf of the company. S/he \_\_\_\_ is personally known to me OR \_\_\_\_ has produced \_\_\_\_\_ as identification and did/did not take an oath.

*[AFFIX NOTARY SEAL]*

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

**“COUNTY”**

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

**EXHIBIT "A"**

**Legal Description of the Developer Property**

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

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)

## EXHIBIT "A-1"

### LEGAL DESCRIPTION:

#### DEVELOPER PROPERTY

##### PARCEL 3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE SOUTH 00°19'04" EAST A DISTANCE OF 515.04 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE SOUTH 89°51'07" EAST A DISTANCE OF 1585.34 FEET; THENCE NORTH 00°08'47" EAST A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°51'07" EAST A DISTANCE OF 385.25 FEET; THENCE SOUTH 00°57'54" EAST A DISTANCE OF 660.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'22" EAST A DISTANCE OF 561.13 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD; THENCE SOUTH 00°57'54" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 292.48 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°59'33" WEST A DISTANCE OF 137.06 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°59'33" WEST A DISTANCE OF 361.42 FEET; THENCE NORTH 00°57'54" WEST A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING;

#### TOGETHER WITH:

##### PARCEL 4

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE SOUTH 00°19'04" EAST A DISTANCE OF 2124.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°59'33" EAST, A DISTANCE OF 1374.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST A DISTANCE OF 540.75 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°38'55"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°59'33" EAST A DISTANCE OF 955.91 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°59'33" EAST A DISTANCE OF 139.10 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 8663.00 FEET, A DELTA ANGLE OF 2°18'39"; THENCE ALONG THE ARC OF SAID CURVE AND SAID WEST LINE AN ARC DISTANCE OF 349.39 FEET AND A CHORD BEARING OF SOUTH 02°37'52" EAST AND CHORD DISTANCE OF 349.39 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8525.00 FEET, A DELTA ANGLE OF 1°23'35"; THENCE ALONG THE ARC OF SAID CURVE AND SAID WEST LINE AN ARC DISTANCE OF 207.27 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID WEST LINE NORTH 89°59'33" WEST A DISTANCE OF 1203.63 FEET TO THE POINT OF BEGINNING;

### SURVEY REPORT:

1. The above described land lies within Section 33, Township 24 South, Range 30 East, Orange County, Florida.
2. This is not a survey.
3. Bearings shown hereon are based on the West Line of the Southwest 1/4 of Section 33, Township 24 South, Range 30 East, having an assumed bearing of S00°19'04"E.

SHEET 1 OF 2

**HLSM, LLC**

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276

302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346

Survey@HLSM.US

F. (407) 982-7166

Job No: J-167  
Date: 03/07/19  
Drawn By: SEH  
Scale: 1"=200'

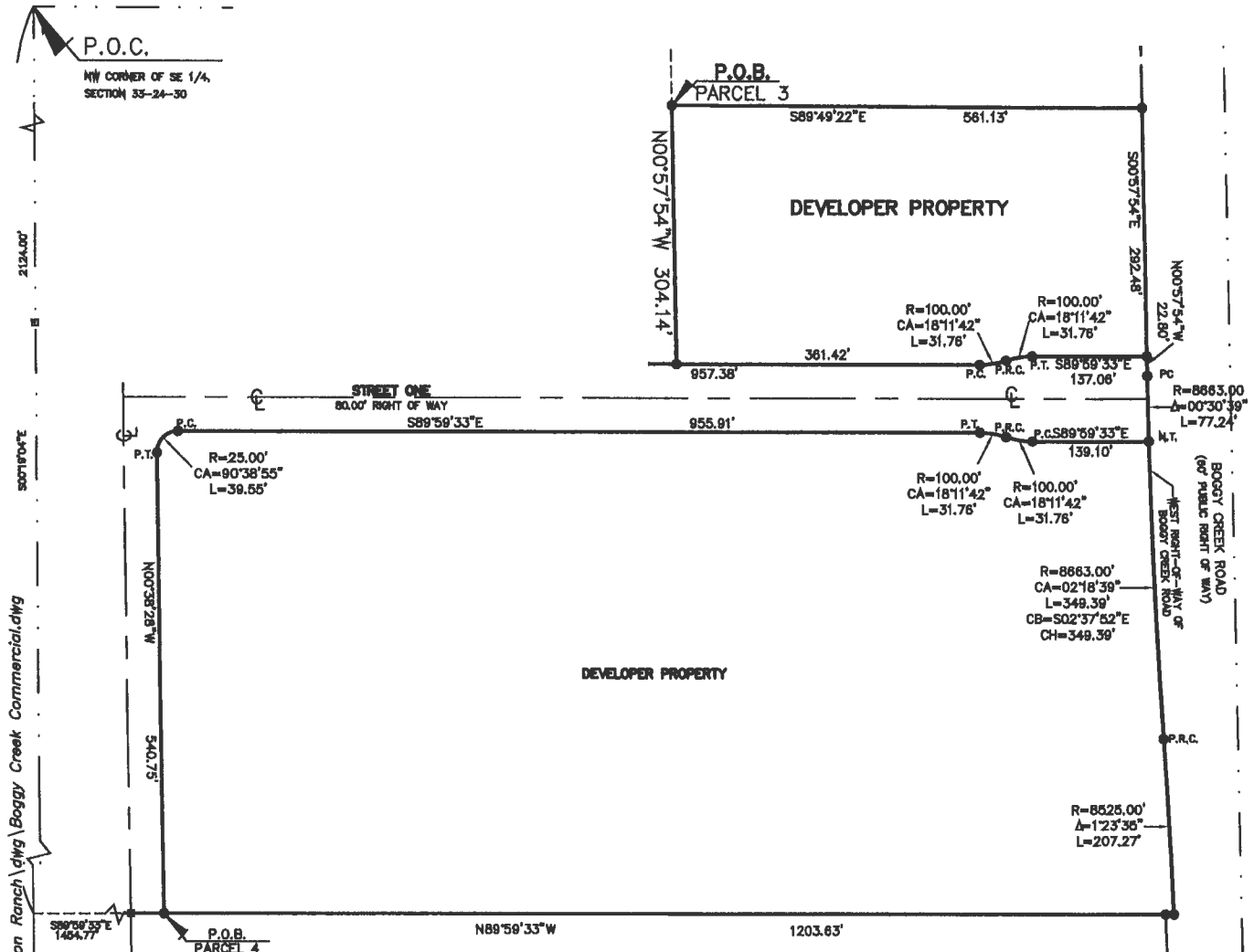
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\Boggy Creek Commercial.dwg

# SKETCH—OF—DESCRIPTION (THIS IS NOT A SURVEY)

## EXHIBIT "A-2"



### LEGEND

- CA CENTRAL ANGLE
- L ARC LENGTH
- P.C. POINT OF CURVATURE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- ☉ CENTERLINE

SHEET 2 OF 2

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276

302 Live Oaks Boulevard  
 Casselberry, Florida 32707  
 P. (407) 647-7346  
 F. (407) 982-7166

Survey@HLSM.US

Revised:  
 Job No: J-167  
 Date: 03/06/19  
 Drawn By: SEH  
 Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
 FOR SIGNATURE & SEAL

**EXHIBIT "B"**

**Legal Description of the ROW Parcel**

*(see attached two (2) legals and sketches of description totaling four (4) pages)*

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO A POINT; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 63.70 FEET; THENCE SOUTH 00°57'54" EAST, A DISTANCE OF 330.26 FEET; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING.


SAID LANDS CONTAINING 0.43 ACRES (18,775 SQUARE FEET), MORE OR LESS

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

## SURVEYOR'S NOTES:

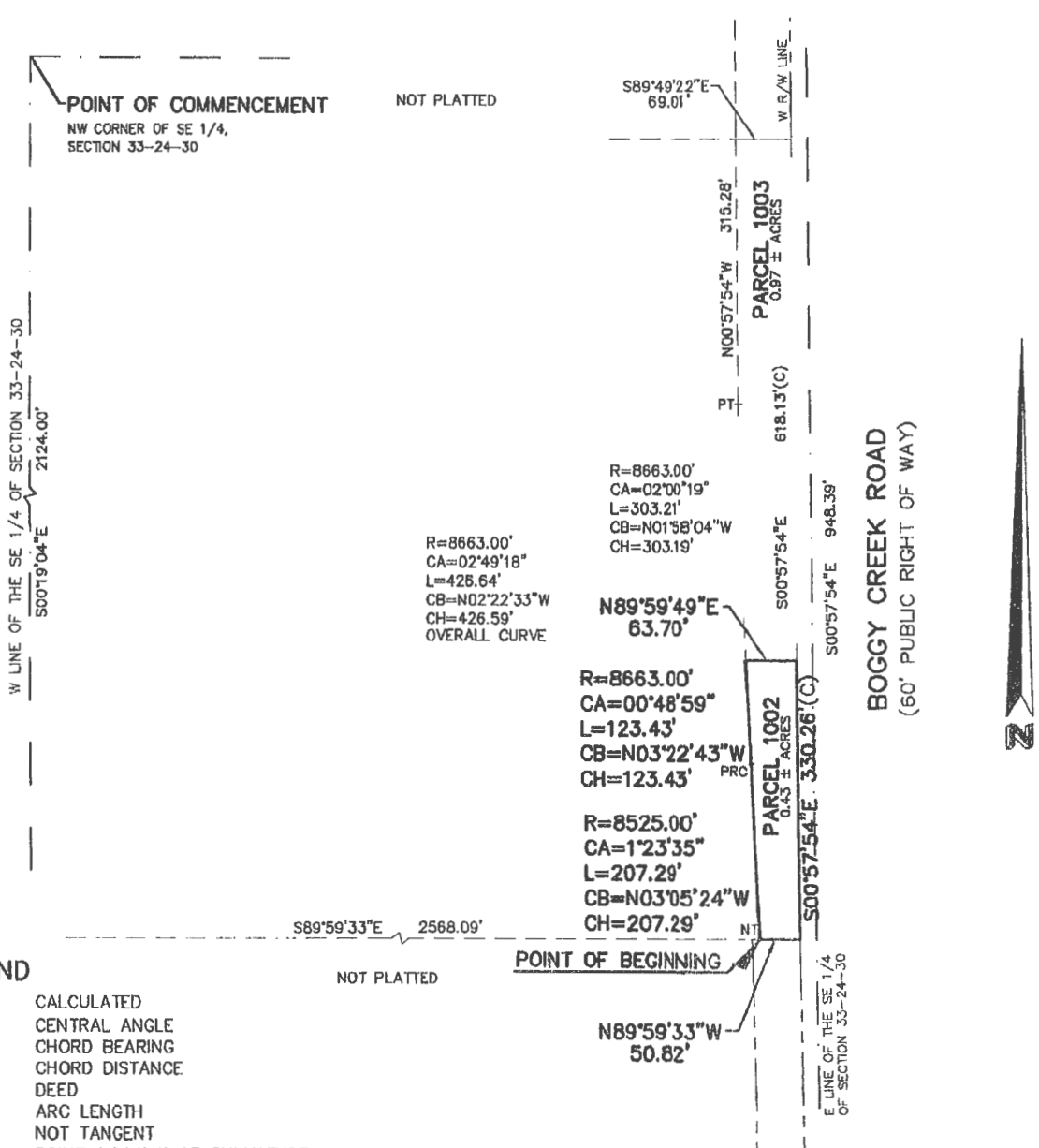
1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

<b>HLSM, LLC</b> Henrich-Luke-Swaggerty-Menard Professional Surveyors & Mappers Licensed Business No. 7276 794 Big Tree Drive, Suite 108 Longwood, Florida 32750 P. (407) 647-7346 F. (407) 982-7166 Survey@HLSM.US	Revised: 07/26/18 Job No: I-417 Date: 06/06/18 Drawn By: GJS Scale: 1"=200'	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.   William F. Menard Professional Surveyor & Mapper Florida Registration #5625

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)



## LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET, A CENTRAL ANGLE OF 02°00'19", A CHORD BEARING OF N01°58'04"W AND A CHORD DISTANCE OF 303.19 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 303.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°57'54" WEST, A DISTANCE OF 315.28 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 69.01 FEET; THENCE SOUTH 00°57'54" EAST A DISTANCE OF 618.13 FEET; THENCE SOUTH 89°59'49" WEST, A DISTANCE OF 63.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.97 ACRES (42,119 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

**HLSM, LLC**

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



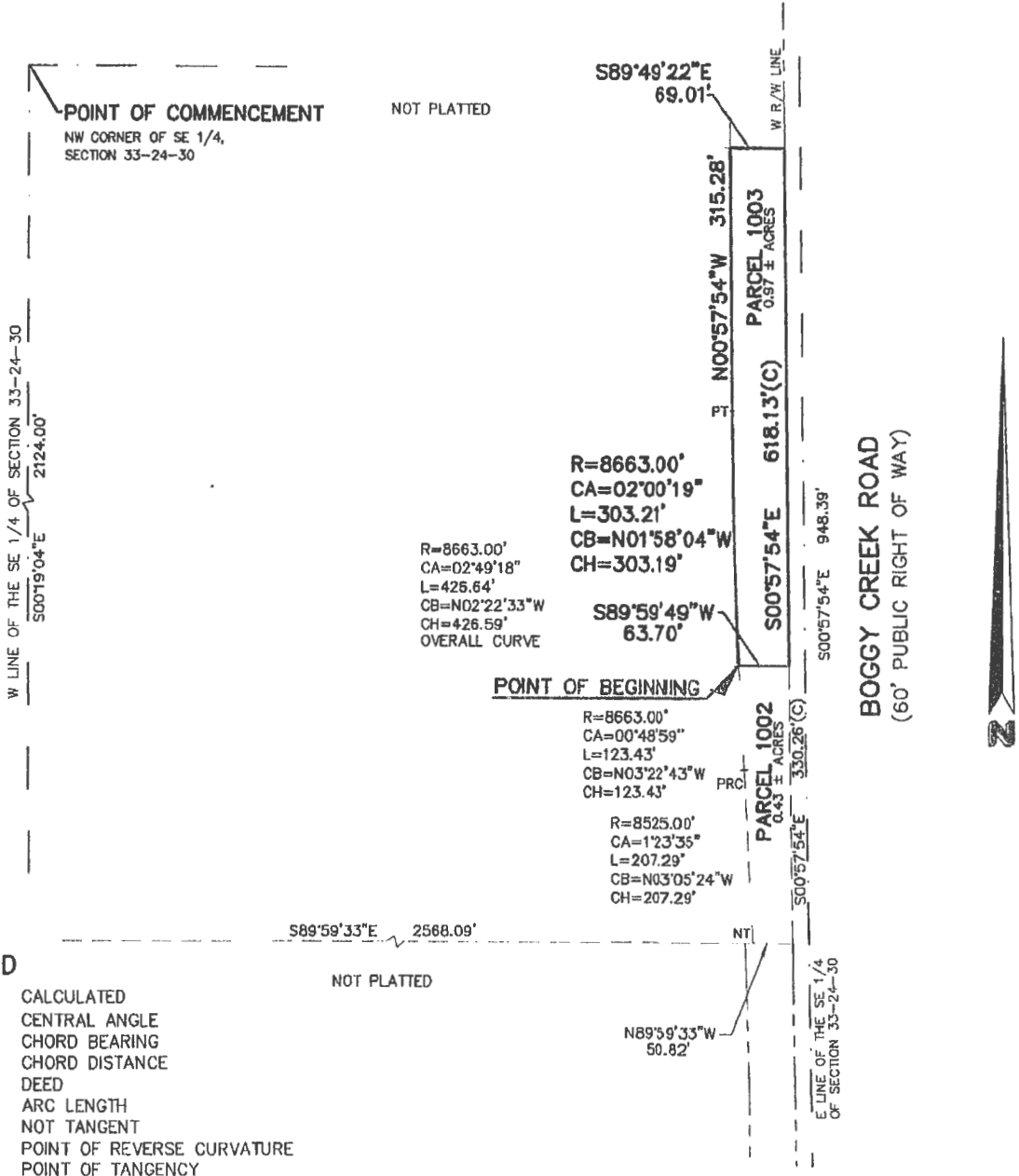
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ramack.dwg\ACAD-Exhibit C.dwg



# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)



## LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
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Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

**EXHIBIT "C"**

**Legal Description of the Pond Easement Area**

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

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 1374.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST, A DISTANCE OF 266.10 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 844.96 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 266.26 FEET; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 844.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5.16 ACRES (224,896 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 24, Township 30 S., Range 29 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30, bearing S00°19'04"E.
4. This is not a survey.

SHEET 1 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard

Professional Surveyors & Mappers

Licensed Business No. 7276

794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18


Job No: I-417

Date: 06/06/18

Drawn By: GJS

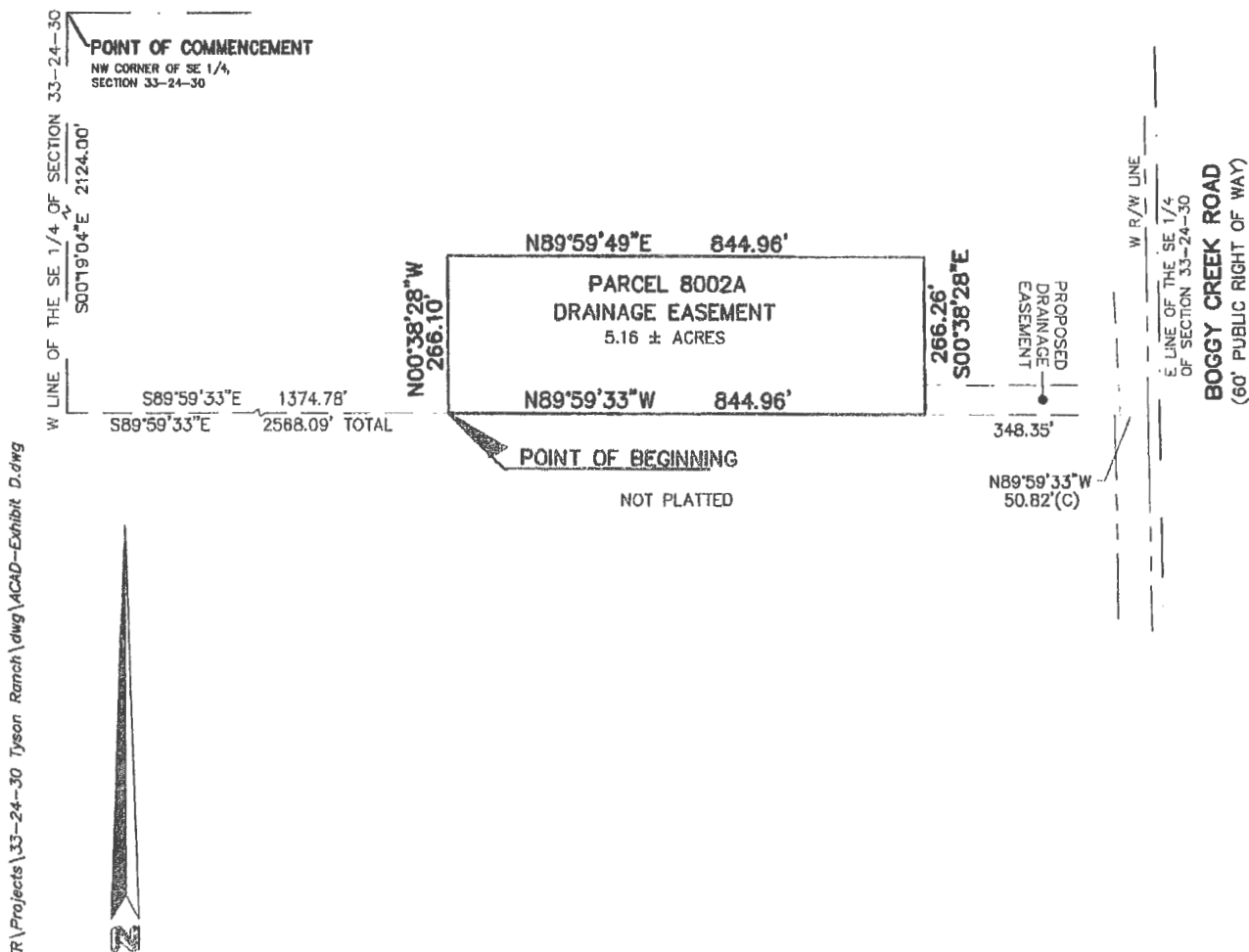
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)



\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit D.dwg



SHEET 2 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166  
Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=300'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT "D"**

**Legal Description of the Pipe Easement Area**

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

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2219.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°59'33" EAST, A DISTANCE OF 346.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 00°20'11", A CHORD BEARING OF SOUTH 02°33'42" EAST AND A CHORD DISTANCE OF 50.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.05 FEET TO A NON-TANGENT LINE; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 348.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.40 ACRES (17,377 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 24, Township 30 S., Range 29 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30, bearing S00°19'04"E.
4. This is not a survey.

SHEET 1 OF 2

**HLSM, LLC**

Henrich-Luke-Swaggerty-Menard

Professional Surveyors & Mappers

Licensed Business No. 7276

794 Big Tree Drive, Suite 108

Longwood, Florida 32750

P. (407) 647-7346

F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18

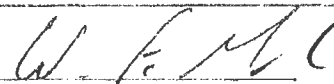
Job No: 1-417

Date: 06/06/18

Drawn By: GJS

Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

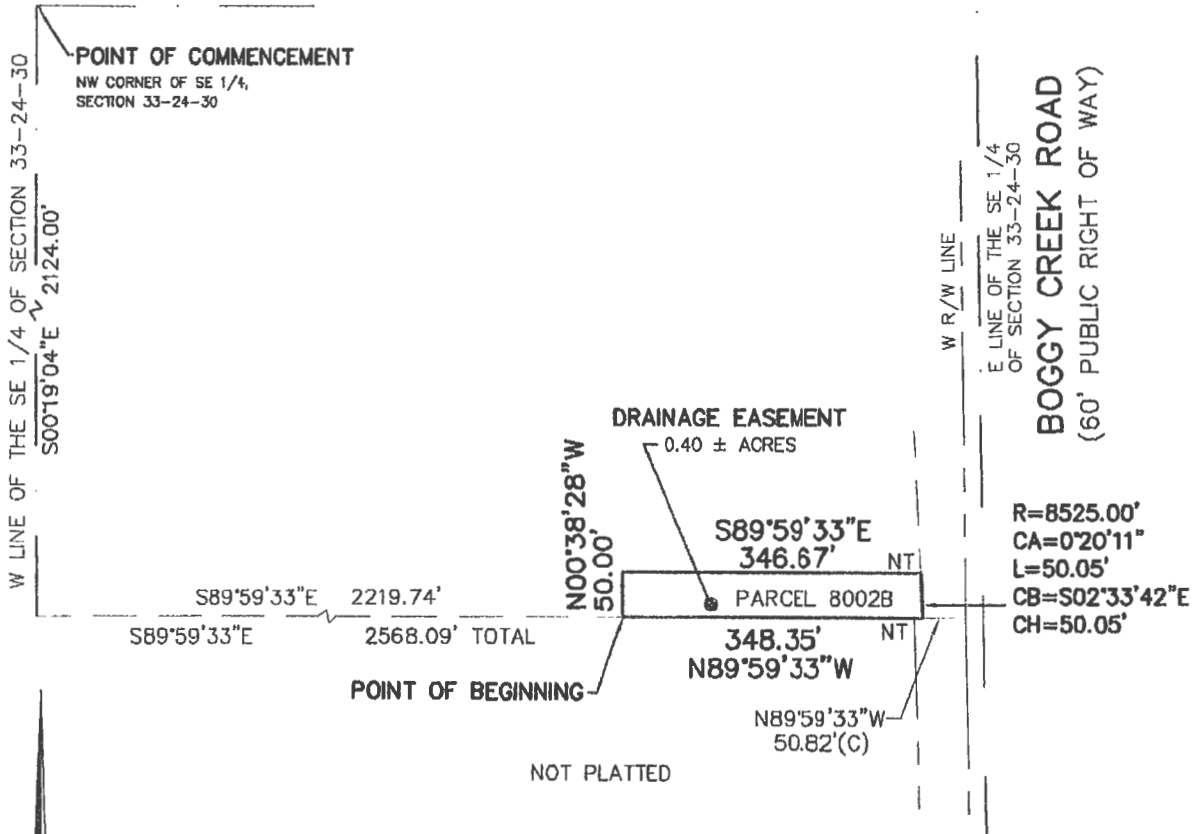


William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit E.dwg

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)



### LEGEND

- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- L ARC LENGTH
- NT NON TANGENT
- R RADIUS
- R/W RIGHT-OF-WAY

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit E.dwg



SHEET 2 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised: 07/26/18  
Job No: 1-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT "E"**

**Legal Description of the Temporary Easement Area**

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



**SKETCH-OF-DESCRIPTION**  
**(THIS IS NOT A SURVEY)**

**LEGAL DESCRIPTION:**

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 1354.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST, A DISTANCE OF 286.10 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 884.96 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 216.26 FEET; THENCE SOUTH 89°59'33" EAST, A DISTANCE OF 325.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 00°08'04", A CHORD BEARING OF SOUTH 02°47'50" EAST AND A CHORD DISTANCE OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 346.67 FEET; THENCE NORTH 00°38'28" WEST, FOR A DISTANCE OF 216.25 FEET; THENCE NORTH 89°59'49" WEST, A DISTANCE OF 844.96 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 266.10 FEET; THENCE NORTH 89°59'33" WEST, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

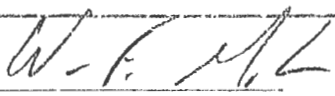
SAID LANDS CONTAINING 0.78 ACRES (33,872 SQUARE FEET), MORE OR LESS

**SURVEYOR'S NOTES:**

1. The lands as shown hereon lie within Section 24, Township 30 S., Range 29 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30, bearing S00°19'04"E.
4. This is not a survey.

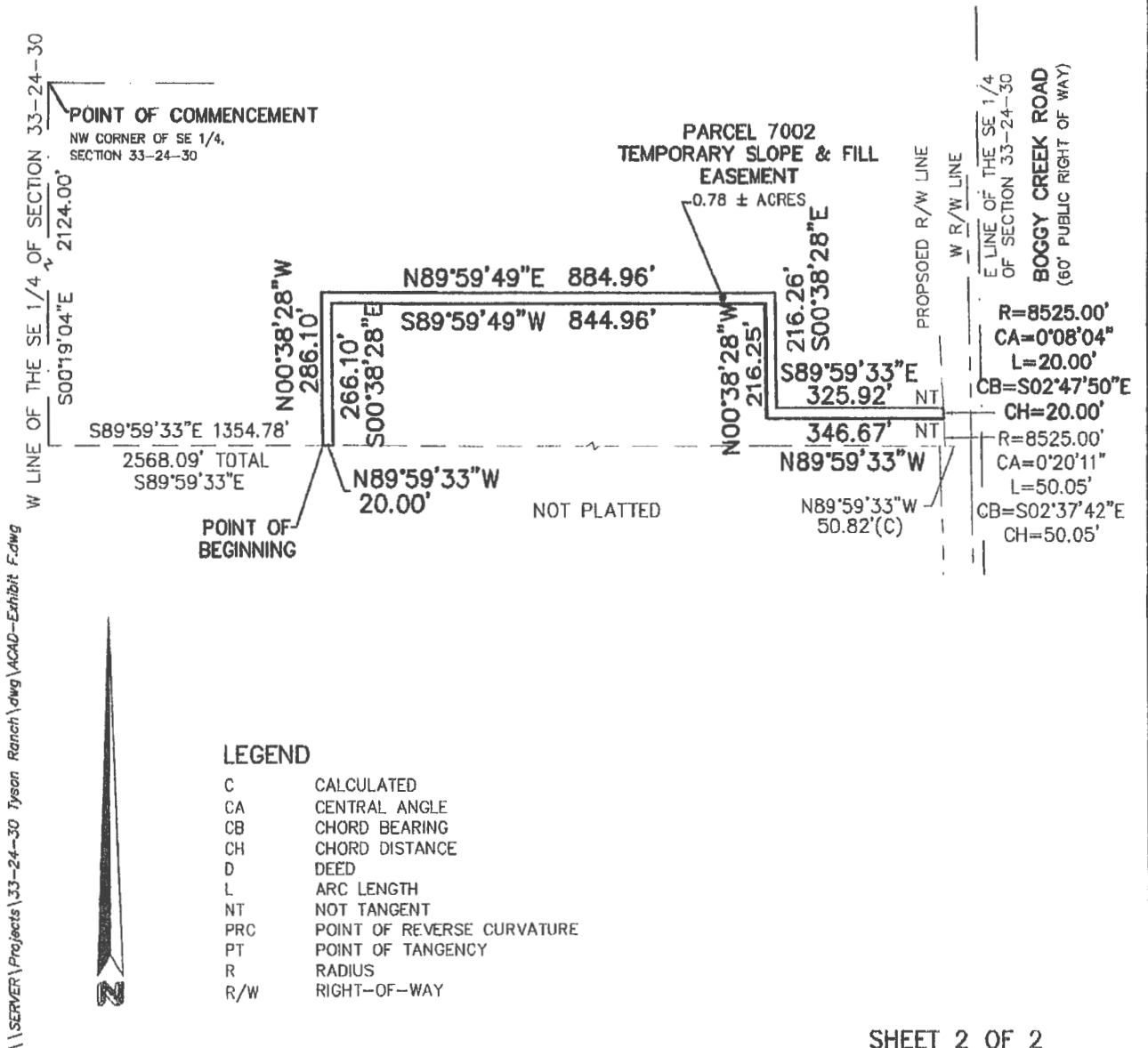
SHEET 1 OF 2

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit F.dwg

<p><b>HLSM, LLC</b>                  Henrich-Luke-Swaggerty-Menard                  Professional Surveyors &amp; Mappers                  Licensed Business No. 7276                  794 Big Tree Drive, Suite 108                  Longwood, Florida 32750                  P. (407) 647-7346                  F. (407) 982-7166                  Survey@HLSM.US</p>	<p>Revised: <u>07/26/18</u>                  Job No: <u>I-417</u>                  Date: <u>06/06/18</u>                  Drawn By: <u>GJS</u>                  Scale: <u>1"=300'</u></p>	<p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p> <p></p> <p>William F. Menard                  Professional Surveyor &amp; Mapper                  Florida Registration #5625</p>
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# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)



SHEET 2 OF 2

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276  
 794 Big Tree Drive, Suite 108  
 Longwood, Florida 32750  
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 Survey@HLSM.US

Revised: 07/26/18  
 Job No: I-417  
 Date: 06/06/18  
 Drawn By: GJS  
 Scale: 1"=300'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

APR 09 2019

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

ORANGE COUNTY REAL ESTATE MGMT. DIV.  
ATTN: PAUL BRYAN SLADEK, ESQ.  
400 E. SOUTH ST.  
5TH FLOOR  
ORLANDO, FL 32801

**Property Appraisers Parcel Identification Numbers:**

33-24-30-0000-00-038  
33-24-30-0000-00-036

**Instrument:** 8002A.1/8002B.1/7002.1  
**Project:** Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)

*NOTE TO RECORDER: This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).*

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SPACE ABOVE THIS LINE FOR RECORDING DATA

**JOINT USE POND AND DRAINAGE EASEMENT AGREEMENT**

THIS JOINT USE POND AND DRAINAGE EASEMENT AGREEMENT (this "**Agreement**") is made as of the Effective Date (hereinafter defined) by and between BOGGY CREEK COMMERCIAL, LLC, a Florida limited liability company, ("**Developer**") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**").

**RECITALS**

A. Developer is the owner of record of fee simple title to the Developer Property (hereinafter defined) and is responsible for undertaking the development thereof.

B. On even date herewith, as required by the Contract (hereinafter defined) and in furtherance of the Boggy Creek Road Project (hereinafter defined), Developer's affiliate, Orlando Airport Property, LLC, a Florida limited liability company ("**OAP**"), has conveyed the ROW Parcel (hereinafter defined) to County.

C. In connection with County's construction of the Boggy Creek Road Project, and in addition to the ROW Parcel acquired from OAP, it is necessary for County to acquire from Developer easements over a portion of the Developer Property.

D. In lieu of County acquiring from Developer drainage easements over certain portions of the Developer Property and County thereafter constructing thereupon certain drainage

facilities required by the Boggy Creek Road Project, the Parties instead desire to enter into this Agreement to provide for Developer's design, engineering, permitting, and construction of the Drainage Improvements (hereinafter defined), for the maintenance of the Drainage Improvements, for the joint use of the Drainage Improvements by Developer for the Developer Property and by County for Boggy Creek Road (hereinafter defined), and for the grant by Developer to and in favor of County of certain easements over the Developer Property, all as more particularly set forth below.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I – RECITALS; DEFINITIONS**

**Section 1.1 Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 1.2 Definitions.** As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) **Board.** The term "**Board**" shall mean and refer to the Orange County Board of County Commissioners.

(b) **Boggy Creek Road.** The term "**Boggy Creek Road**" shall mean and refer to that certain public right-of-way controlled by County and commonly known as Boggy Creek Road, as such right-of-way may now or hereafter exist from time to time.

(c) **Boggy Creek Road Project.** The term "**Boggy Creek Road Project**" shall mean and refer to that certain project of County known as Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417) which project was approved by the Board during the 2005-06 fiscal year of County to widen and improve the existing two lane roadway to a four lane divided urban roadway with a closed drainage system, and improve the capacity of Boggy Creek Road.

(d) **Contract.** The term "**Contract**" shall mean and refer to that certain "Purchase Agreement" with an effective date of March 26, 2019, by and among Developer, OAP, and County providing for, among other provisions, OAP's conveyance of the ROW Parcel to County and the execution of this Agreement by the Parties.

(e) **County Easement Areas.** The term "**County Easement Areas**" shall mean and refer to, collectively, the Drainage Easement Areas and the Temporary Easement Area.

(f) **Developer Property.** The term "**Developer Property**" shall mean and refer to the real property that is legally described on **Exhibit "A"** attached hereto.

(g) **Developer's Intended Use.** The term "**Developer's Intended Use**" shall mean and refer to its use and enjoyment of the Developer Property for all commercial uses thereof as are authorized under the final zoning category applicable thereto.

(h) Drainage Easement Areas. The term “**Drainage Easement Areas**” shall mean and refer to, collectively, the Pond Easement Area and the Pipe Easement Area.

(i) Drainage Improvements. The term “**Drainage Improvements**” shall mean and refer to, collectively: (i) that certain stormwater pond, including without limitation weirs, control structures, and appurtenances, if any, associated with such stormwater pond, to be installed within the Pond Easement Area for the purposes of drainage, outfall, retention, detention, and treatment stormwater from the Developer Property and from Boggy Creek Road, (collectively, the “**Pond Improvements**”) as such Pond Improvements are depicted on Sheets 2 and 5 of the Drainage Plans; (ii) that certain stormwater pipe, including without limitation inlets, manholes, connections, and appurtenances, if any, associated with such pipe, to be installed within the Pond Easement Area, the Pipe Easement Area, and Boggy Creek Road for the purposes of the conveying and draining stormwater from the Pond Improvements to a point of connection with a public stormwater management system in Boggy Creek Road (collectively, the “**Outfall Pipe Improvements**”) as such Outfall Pipe Improvements are depicted on Sheets 2 and 5 of the Drainage Plans; (iii) that certain stormwater pipe, including without limitation inlets, manholes, connections, and other accessories, fixtures, equipment, and appurtenances, if any, associated with such pipe, to be installed with drainage structures D13 through D16 as shown in the Drainage Plans (also labelled as drainage structures S-109, S-109A, S-109B, and S-109D on County’s plans for the Boggy Creek Road Project) starting in the right-of way of Boggy Creek Road, through the Pipe Easement Area and the Pond Easement Area, for the purposes of the conveying and draining stormwater from Boggy Creek Road to the Pond Improvements (collectively, the “**ROW Pipe Improvements**”) as such ROW Pipe Improvements are depicted on Sheets 2 and 5 of the Drainage Plans; and (iv) any and all other stormwater retention, detention, treatment, conveyance, and drainage facilities, including without limitation ponds, pipes, culverts, inlets, manholes, connections, weirs, control structures, and appurtenances, depicted in the Drainage Plans and necessary or beneficial for the proper operation and maintenance of the Pond Improvements, Outfall Pipe Improvements, and/or ROW Pipe Improvements in accordance with the Drainage Plans and the District Permits.

(j) Drainage Plans. The term “**Drainage Plans**” shall mean and refer to those certain engineering plans, designs, specifications, and drawings for the Drainage Improvements entitled Development Plan for Mass Grading, prepared by GTC Engineering Corporation, dated February 15, 2019.

(k) District Permits. The term “**District Permits**” shall mean and refer to, collectively: (i) Permit No. 48-01177-P, Application No. 180518-9, issued by the South Florida Water Management District for the Boggy Creek Road Project; and (ii) Permit No. 48-100493-P, Application No. 180807-745, issued by the South Florida Water Management District for Tyson Ranch Mass Grading.

(l) Effective Date. The term “**Effective Date**” shall mean and refer to latest of: (i) the date this Agreement is executed by Developer; (ii) the date this Agreement is executed by County; (iii) the date this Agreement is approved by the Orange County Board of County Commissioners; and (iv) the date this Agreement is recorded in the Public Records of Orange County, Florida.

(m) Notice Addresses. The term “**Notice Addresses**” shall mean and refer to:

As to Developer: Boggy Creek Commercial, LLC  
Attn: Ralph Singleton, Manager  
Attn: Robert Harrell, Manager  
529 Versailles Dr.  
Suite 200  
Maitland, FL 32751

*with a copy to:* White & Luczak, P.A.  
Attn: Robert B. White, Jr., Esq.  
655 W. Morse Blvd.  
Suite 111  
Winter Park, FL 32789

As to County: Orange County Public Works  
Director  
Orange County Public Works Complex  
4200 S. John Young Pkwy.  
Orlando, FL 32839

*with a copy to:* Orange County Real Estate Management Division  
Attn: Manager  
400 E. South St.  
5th Floor  
Orlando, FL 32801

(n) Parties. The term “**Parties**” shall mean and refer to, collectively, Developer and County.

(o) Pipe Easement Area. The term “**Pipe Easement Area**” shall mean and refer to that portion of the Developer Property more particularly described on Exhibit “D” attached hereto, which exhibit is hereby incorporated herein by this reference.

(p) Pond Easement Area. The term “**Pond Easement Area**” shall mean and refer to, that portion of the Developer Property more particularly described on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference.

(q) ROW Parcel. The term “**ROW Parcel**” shall mean and refer to, the real property that is legally described on Exhibit “B” attached hereto, which exhibit is hereby incorporated herein by this reference.

(r) Temporary Easement Area. The term “**Temporary Easement Area**” shall mean and refer to that portion of the Developer Property more particularly described on Exhibit “E” attached hereto, which exhibit is hereby incorporated herein by this reference.

## **ARTICLE II – CONSTRUCTION OF DRAINAGE IMPROVEMENTS; SELF-HELP**

**Section 2.1 Design, Engineering, and Permitting of Drainage Improvements.** In connection with the design, engineering, and permitting of the Developer Property for Developer's Intended Use, Developer agrees that Developer shall, at Developer's sole cost and expense, design, engineer, and permit the Drainage Improvements.

**Section 2.2 Construction of Drainage Improvements.** Developer, at Developer's sole cost and expense, shall have Completed (hereinafter defined) construction of all Drainage Improvements on or before December 1, 2019 (the "**Construction Deadline**").

(a) **Permits and Approvals.** Prior to construction of the Drainage Improvements, Developer, at Developer's sole cost and expense, shall obtain all permits, approvals, licenses, authorizations, and/or entitlements of/from any and all governmental authority(ies) that will be necessary or beneficial by for the construction, installation, use, operation, inspection, maintenance, service, repair, and/or replacement of the Drainage Improvements for their intended use.

(b) **Completion.** As used in this Agreement, construction of the Drainage Improvements shall be deemed "**Completed**" only after all of the following have been delivered to County, at no cost or expense to County: (i) certification(s) by the engineer(s) of record for the Drainage Improvements certifying that the Drainage Improvements are substantially complete and operational for their intended use, in accordance with the Drainage Plans, with the District Permits, and with the requirements of all applicable governmental authorities; (ii) an as-built survey of the Developer Property showing the Drainage Improvements prepared by a registered land surveyor in form and substance reasonably satisfactory to County; (iii) construction inspection and testing reports for the Drainage Improvements; and (iv) final certificate(s) of completion or equivalent from all applicable governmental authorities.

(c) **Dirt.** For avoidance of doubt, except as otherwise set forth in Subsection 2.4(b) below, any surplus dirt generated by Developer's construction of the Drainage Improvements within the Drainage Easement Areas (including but not limited to surplus dirt generated by excavation of the pond portion of the Pond Improvements) shall be and remain the property of Developer, and may be used by Developer in connection with Developer's development of other portions of the Developer Property, free and clear of any claims of County.

**Section 2.3 Inspection Right.** Until the Drainage Improvements have been Completed, County, through itself, its employees, contractors, subcontractors, consultants, and other agents, shall have the right (the "**Inspection Right**") to enter the Developer Property, at County's sole risk and expense, to monitor, investigate, and inspect Developer's ongoing construction of the Drainage Improvements; provided, however, in no event shall County's aforementioned rights or actions unreasonably limit, impede, or inhibit Developer's prosecution of the Drainage Improvements. In order to facilitate County's Inspection Right, Developer shall, following the Effective Date and continuing until the Drainage Improvements have been Completed by Developer periodically (but not less frequently than once per month), provide County with written updates on the status of Developer's construction of the Drainage Improvements and with an approximate schedule for construction, inspection, and other activities to be undertaken by

Developer with respect to the Drainage Improvements over the following month; for purposes of notifications required or permitted by this paragraph, County hereby consents to notification by electronic mail sent to anyone County may specify by written notice to Developer delivered in accordance with Section 10.13 below. For avoidance of doubt, the Inspection Right granted to County herein is in addition to any rights of inspection, any other rights to enter upon the Developer Property, and/or any other rights, permissions, privileges, or authority in general that County may now or hereafter have or be granted on account of County being a governmental authority with jurisdiction over the Developer Property, including but not limited to pursuant to permits previously or hereafter granted by County related to the Developer Property and/or to the development of the Developer Property for Developer's Intended Use ("**Governmental Rights**"); neither the Inspection Right, nor any other term or provision of this Agreement, shall (or shall be deemed or construed to) alter, amend, or modify in any way any such Governmental Rights.

Section 2.4 County Right to Self-Help Construction. In the event that Developer fails to have Completed construction of the Drainage Improvements by the Construction Deadline (and in accordance with the standards required by this Agreement), then in addition to remedies of County set forth in Article IX below, County may (but shall not be required to) elect by written notice to Developer to complete the Drainage Improvements itself ("**Self-Help Construction**") and recover from Developer the actual costs and expenses incurred by County in connection therewith ("**Self-Help Construction Costs**"). In the alternative, if stated in County's written notice to Developer, County may elect instead to only construct those portions of the Drainage Improvements as are necessary for the Boggy Creek Road Project, and to modify any and all permits and approvals for the Drainage Improvements accordingly (whereupon such portion of the Drainage Improvements that County elects to construct shall be the "**Self-Help Construction**"); without limiting the generality of the foregoing, Developer acknowledges that such alternative Self-Help Construction may include an election by County to construct the pond portion of the Pond Improvements at the size required to support the Boggy Creek Road Project and accept only drainage from Boggy Creek Road to the exclusion of any drainage from the Developer Property. Upon County's completion of any Self-Help Construction, County shall submit to Developer a written itemized statement setting forth the Self-Help Construction Costs incurred by County (the "**Statement of Self-Help Construction Costs**"), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Construction and County's Statement of Self-Help Construction Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Construction Costs, Developer shall remit to County reimbursement for such Self-Help Construction Costs incurred.

(a) Cooperation; Further Assurances. Developer covenants and agrees to cooperate with County, and to cause its contractors and engineers to cooperate with County, in connection with County's exercise of the self-help remedy set forth in this Section. Without limiting the generality of the foregoing, Developer shall execute such further assurances of the purposes and undertakings of this Section as may be reasonably required to effectuate the purpose of this Section. Upon reasonable request from County, Developer, without any compensation therefor, shall promptly perform, execute, acknowledge, join in, consent, and deliver any and all such further acts, assurances, assignments, documents, and/or instruments as may be reasonably necessary for County to perform the Self-Help Construction, including without limitation assignment to County of Developer's rights under those permits and approvals, and/or consent to



modification of those permits and approvals, as necessary for County to perform the Self-Help Construction.

(b) Dirt. Notwithstanding any term or provision of this Agreement to the contrary, any dirt generated by County's performance of the Self-Help Construction (and not needed or used for such Self-Help Construction) shall become the property of County, may be transported by County from the Developer Property, and may be used by County in connection with the Boggy Creek Road Project (or for any other County purpose), all free and clear of any claims of Developer.

(c) Completion of Drainage Improvements. In the event that County undertakes Self-Help Construction for less than all of the Drainage Improvements, nothing in this Agreement shall be construed as prohibiting Developer from undertaking and completing the balance of the Drainage Improvements following County's completion of the Self-Help Construction; provided, however, that Developer, at Developer's sole cost and expense, shall be responsible for any and all costs of design, engineering, permitting, and or construction incurred by Developer in connection with such completion including, but not limited to, costs of permit modification and/or increased constructions costs that would not have been incurred by Developer had County not exercised its right to Self-Help Construction. Further, in no event may any such completion of the Drainage Improvements: (i) have any adverse impact on County, on Boggy Creek Road, and/or on the Boggy Creek Road Project; (ii) impact the functioning of the portion of the Drainage Improvements completed by County until such time as Developer, at Developer's expense, has installed such temporary or permanent stormwater collection and conveyance facilities as necessary to at all times ensure the collection and conveyance of the stormwater previously handled by the portion of the Drainage Improvements completed by County; or (iii) adversely affect, at any time, the volumes, rates, or flows of stormwater collected and conveyed, from those volumes, rates, and flows handled by the portion of the Drainage Improvements completed by County.

Section 2.5 Environmental Matters. In the event that, prior to Completion of the Drainage Improvements, any Phase I environmental site assessment, any Phase II environmental site assessment, or any other test, study, survey, assessment, boring, or investigation of the Developer Property and/or County Easement Areas reveals the need for remediation to all or any portion of the County Easement Areas (on account of hazardous waste, substances, and/or materials, of any substance(s) the presence of which is prohibited by any governmental requirement, and/or of any other substance(s) of which any governmental requirement requires special handling in its collection, storage, treatment or disposal), or Developer or County otherwise become aware of the need for any such remediation to all or any portion of the County Easement Areas and such need is not caused, in whole, by the neglect of the County or its employees, agents, or contractors, then as part of Developer's obligations to design, engineer, and permit the Drainage Improvements, Developer shall, at no cost and expense to County, remediate the affected portion(s) of the County Easement Areas to County's satisfaction. Construction of the Drainage Improvements shall not be deemed "Completed" until any such required remediation has been performed to County's satisfaction.

### ARTICLE III – MAINTENANCE OF DRAINAGE IMPROVEMENTS; SELF-HELP

Section 3.1 Maintenance of Most Drainage Improvements. After construction of the Drainage Improvements has been Completed (or, in the event that County undertakes any Self-Help Construction, then after any such Self-Help Construction has been completed by County) all Drainage Improvements that have been constructed (whether by Developer or by County) and all elements thereof, other than the ROW Pipe Improvements, shall be operated, inspected, serviced, maintained, repaired, replaced, and/or reconstructed by Developer, at Developer's sole cost and expense, in a good and safe state of repair and in a reasonably neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Drainage Plans, with the District Permits, and with all applicable governmental regulations and/or permit requirements (collectively, the "**Developer Maintenance Obligations**"). At such time, if ever, as (i) a subdivision plat for Tyson Ranch, encompassing (at a minimum) all of the Developer Property and dedicating the entirety of Drainage Easement Areas to the Association (defined below) as "Common Property" thereon, has been recorded in the Public Records of Orange County, Florida, (ii) a Declaration of Covenants, Conditions, Restrictions and Easements for Tyson Ranch encumbering all of the Developer Property (the "**Declaration**"), which shall have identified the Drainage Improvements, other than the ROW Pipe Improvements, as "Common Improvements" and identified the entirety of Drainage Easement Areas as "Common Property" thereunder, has been approved, in writing, by County and thereafter recorded in the Public Records of Orange County, Florida, (iii) the commercial owner's association identified in the recorded Declaration (the "**Association**") has been duly formed with the Secretary of the State of Florida as a not-for-profit corporation, (iv) the Declaration expressly provides for the Association's assumption of the Developer Maintenance Obligations from Developer as contemplated herein, (v) the Declaration provides the Association both the right and an obligation to levy assessments against the lands subject to the Declaration to provide funds for the performance and fulfillment of the Association's duties, obligations, and financial commitments, (vi) the Declaration provides the Association both the right and an obligation to assert, record, and foreclose liens against the lands subject to the Declaration to enforce the payment and collection of assessments levied by the Association pursuant to the Declaration, (vii) the Declaration provides that the Declaration may not be amended without the joinder of County in the event that any such amendment would be in conflict with the requirements of this Agreement, and (viii) Developer, by virtue of a duly executed deed of conveyance recorded in the Public Records of Orange County, Florida, has conveyed the Drainage Easement Areas to the Association, then, by its acceptance of the delivery of such deed of conveyance and the recording thereof in the Public Records of Orange County, Florida, the Association shall be deemed to have assumed the duty to perform the Developer Maintenance Obligations hereunder and Developer shall thereafter no longer have any liability, of any nature whatsoever, for the performance thereof. For convenience, the assumption of the Developer Maintenance Obligations by the Association under the circumstances set forth above, when and if the same shall occur, shall be referred to as the "**Association Assumption of Developer Maintenance Obligations**".

Section 3.2 Maintenance of ROW Pipe Improvements. After the ROW Pipe Improvements have been constructed (whether Completed by Developer as part of the Drainage Improvements, or whether constructed by County as part of any Self-Help Construction) County, at County's sole cost and expense, shall operate, inspect, service, maintain, repair, replace, and reconstruct the ROW Pipe Improvements in a good and safe state of repair and in a reasonably

neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Drainage Plans and with all applicable governmental regulations and/or permit requirements.

Section 3.3 County Right to Self-Help Maintenance. In the event that Developer, prior to Association Assumption of Developer Maintenance Obligations, or the Association thereafter, shall fail to timely perform the Developer Maintenance Obligations in accordance with the standards required by this Agreement, then in addition to remedies of County set forth in Article IX below, County may (but shall not be required to) deliver a notice to Developer or the Association, as applicable, setting forth the deficiencies, whereupon Developer or the Association, as applicable, shall have the period of time specified by Section 9.1 below to remedy the deficiencies, or twenty-four (24) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within the applicable period, or within such twenty-four (24) hour period in case of emergency, County shall have the right (but shall not be required) to undertake all reasonably necessary service, maintenance, repair, replacement, and/or reconstruction of the Drainage Improvements (less and except the ROW Pipe Improvements) (“**Self-Help Maintenance**”) itself and recover from Developer or the Association, as applicable, the actual costs and expenses incurred by County in connection therewith (“**Self-Help Maintenance Costs**”). Upon County’s completion of any Self-Help Maintenance, County shall submit to Developer or the Association, as applicable, a written statement setting forth the Self-Help Maintenance Costs incurred by County (the “**Statement of Self-Help Maintenance Costs**”), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Maintenance and County’s Statement of Self-Help Maintenance Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Maintenance Costs, Developer or the Association, as applicable, shall remit to County reimbursement for such Self-Help Maintenance Costs incurred.

#### **ARTICLE IV – DRAINAGE EASEMENT**

Section 4.1 Easement. Developer does hereby give and grant to County a permanent, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, on, upon, through, and across the entirety of the Drainage Easement Areas. The easement rights over the Drainage Easement Areas granted to County hereby shall include, without limitation: (i) the right to convey stormwater from Boggy Creek Road through the Pipe Easement Area to the Pond Easement Area (both by means of the ROW Pipe Improvements, and through such other drainage facilities hereafter existing upon and/or within the Drainage Easement Areas); (ii) for the outfall, retention, and detention of stormwater from Boggy Creek Road upon and within the Pond Easement Area (both upon and/or within the Pond Improvements, and upon and/or within such other drainage facilities hereafter existing upon and/or within the Pond Easement Area); (iii) the right to convey stormwater from Boggy Creek Road and the Pond Easement Area through the Pipe Easement Area to Boggy Creek Road (both by means of the Outfall Pipe Improvements, and through such other drainage facilities hereafter existing upon and/or within the Drainage Easement Areas); (iv) the right of County, through itself, its employees, contractors, subcontractors, consultants, and other agents, to inspect the Drainage Improvements within the Drainage Easement Areas; (v) the right of ingress, egress, and access of County, and its employees, contractors, subcontractors, consultants, and other agents, over, under, on, upon, through, and across the Drainage Easement Areas for the purposes of County’s exercise of the rights granted to Developer

under this Section 4.1. Notwithstanding the foregoing, the Drainage Easement granted herein does not include any right for County to construct, install, maintain, service, repair, or replace any improvements (including but not limited to drainage improvements) within the Drainage Easement Areas; provided, however, that this sentence shall not be construed as limiting those rights expressly granted to County elsewhere in this Agreement, including without limitation those rights expressly granted to County: (x) in Section 2.4 above and Article VI below with respect to Self-Help Construction; (y) in Section 3.3 above and Article V below with respect to Self-Help Maintenance; and (z) in Section 3.2 above and Article V below with respect to maintenance, repair, replacement, and reconstruction of ROW Pipe Improvements.

Section 4.2 Term. The term of the Drainage Easement shall be perpetual.

Section 4.3 Reservation of Rights. Developer hereby reserves unto itself all other rights to use the Drainage Easement Areas which are not inconsistent with the easement rights granted pursuant to this Article, which would not in any way impair County's exercise of County's easement rights under this Article, which do not interfere with or disrupt County's ability to access the Drainage Easement Areas (or any part thereof), and which do not interfere with or disrupt the functioning of Drainage Improvements, as determined by County in its reasonable discretion. Notwithstanding the foregoing, Developer agrees not to build, construct, or create, nor permit others to build, construct, or create, any buildings, structures, landscaping, or improvements on or within the Drainage Easement Areas that may unreasonably interfere with the normal operation, use, and/or maintenance of the Drainage Easement Areas for their intended purpose and/or the Drainage Improvements installed thereon.

Section 4.4 Restrictions on Use of Certain Drainage Improvements. Notwithstanding any term or provision of this Agreement to the contrary, the Parties hereby agree that: (i) use of the ROW Pipe Improvements shall be restricted to conveying, transmitting, and draining stormwater from Boggy Creek Road; and (ii) use of the Pond Improvements and Outfall Pipe Improvements shall be restricted to conveying, transmitting, draining, retaining, detaining, and treating stormwater from Boggy Creek Road and the Developer Property. Developer hereby further covenants and agrees with County that Developer shall not grant any person or property any rights, privileges, easements, leases, licenses, or other permission of any kind or nature in or to all or any portion of the Drainage Easement Areas, and/or in or to all or any portion of the Drainage Improvements, that would be inconsistent with or in violation of Developer's foregoing covenants and agreements of this Section.

## ARTICLE V – MAINTENANCE EASEMENT

Section 5.1 Easement. Developer does hereby grant, bargain, sell, and convey to County a permanent, nonexclusive easement (the "**Maintenance Easement**") over, under, on, upon, through, and across the entirety of the County Easement Areas for the purposes of County, through itself, its employees, contractors, subcontractors, consultants, and other agents: (i) inspecting, operating, maintaining, servicing, repairing, replacing, and/or reconstructing the ROW Pipe Improvements (and all elements thereof) as allowed and required by this Agreement; and (ii) performing the Self-Help Maintenance as allowed by this Agreement. The easement rights over the County Easement Areas granted to County hereby shall include, without limitation: (i) the right of ingress, egress, and access over, under, on, upon, through, and across the County Easement

Areas, for pedestrian and vehicular ingress, egress, access, and passage, including without limitation by large heavy construction vehicles and equipment, for the purposes of County's exercise of the easement rights, and of such other rights, as are granted to County herein; and (ii) the right to clear and keep clear all trees, undergrowth, and/or other obstructions out of and away from the herein granted County Easement Areas that may interfere with the normal operation, use, and/or maintenance of the ROW Pipe Improvements (or the Drainage Improvements, in the event that County is performing Self-Help Maintenance) for their intended purposes.

Section 5.2 Term. The term of the Maintenance Easement shall be perpetual.

Section 5.3 Reservation of Rights. Developer and Association following the Association Assumption of Developer Maintenance Obligations hereby reserve unto themselves, where applicable, all other rights to use the County Easement Areas which are not inconsistent with the easement rights granted pursuant to this Article, which would not in any way impair County's exercise of County's easement rights under this Article, which do not interfere with or disrupt County's ability to access the County Easement Areas (or any part thereof), and which do not interfere with or disrupt County's operations within the County Easement Areas, as determined by County in its reasonable discretion. Notwithstanding the foregoing, Developer agrees not to build, construct, or create, nor permit others to build, construct, or create, any buildings, structures, or improvements on or within the County Easement Areas that may unreasonably interfere with the normal operation, use, and/or maintenance of the County Easement Areas for their intended purpose and/or the Drainage Improvements installed thereon.

## **ARTICLE VI – SELF-HELP TEMPORARY CONSTRUCTION EASEMENT**

Section 6.1 Easement. Developer does hereby grant, bargain, sell, and convey to County a temporary, non-exclusive construction easement (the "**Self-Help Temporary Construction Easement**") over, under, on, upon, through, and across the County Easement Areas for the purpose of County, through itself, its employees, contractors, subcontractors, consultants, and other agents, performing the Self-Help Construction as allowed by this Agreement. The easement rights over the County Easement Areas granted to County hereby shall include, without limitation, the right to: (i) clear, grub, grade, excavate, slope, harmonize, fill, and/or sod all or any portion of the County Easement Areas; (ii) store materials and equipment within the County Easement Areas; (iii) perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys, and other tests, investigations, and inspections to obtain information relating to the surface, subsurface, and/or topographic conditions of the County Easement Areas; and (iv) the right of ingress, egress, and access over, under, on, upon, through, and across the County Easement Areas, for pedestrian and vehicular ingress, egress, access, and passage, including without limitation by large heavy construction vehicles and equipment, for the purposes of County's exercise of the easement rights, and of such other rights, as are granted to County herein. County shall also have the right to clear and keep clear all trees, undergrowth, and/or other obstructions out of and away from the County Easement Areas that may interfere with the normal operation, use, and/or maintenance of the County Easement Areas for their intended purpose.

Section 6.2 Termination. The Self-Help Temporary Construction Easement granted by this Article shall automatically terminate, without the necessity of Developer obtaining any release

from County, upon the earlier of: (i) Completion of both the Drainage Improvements and County's completion of the Self-Help Construction; or (ii) three (3) years after the Effective Date.

**ARTICLE VII – PROVISIONS APPLICABLE TO ALL COUNTY EASEMENTS**

Section 7.1 County Activities. All work performed and other activities undertaken by County within any of the County Easement Areas shall: (i) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities; and (ii) be performed in a safe and workmanlike manner. County, at County's expense, shall obtain all governmental permits and approvals, if any, required in connection with any work performed and other activities undertaken by County within any of the County Easement Areas.

Section 7.2 Restoration of Surface. Upon completion of any activity within any of the County Easement Areas, County shall leave the County Easement Areas, and the affected surface area thereof, in a clean and neat condition, and otherwise in accordance with the condition required by County's applicable permits, if any, for its activities within the County Easement Areas; provided, however, such restoration shall not involve the re-sodding of any areas not previously sodded.

Section 7.3 Construction Liens. No rights granted herein shall permit or empower County to encumber the County Easement Areas or any other part of the Developer Property with construction liens arising from the exercise by County of the rights granted herein. County shall not suffer nor permit any construction lien to be placed upon or against the County Easement Areas or any other part of the Developer Property.

Section 7.4 Incidental Rights. Except as otherwise specifically provided or limited herein, the easements, rights, and obligations hereby created, granted, and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements in favor of County granted herein for their respective intended purposes. Except as otherwise specifically provided or limited herein, the easements rights hereby created, granted, and conveyed to County may be exercised by County itself, and/or by and through County's employees, contractors, subcontractors, consultants, and other agents.

Section 7.5 Relocation of County Easement Areas. At any time and from time to time in connection with Developer's future development of the Developer Property, upon written request of Developer, County shall cooperate with Developer to relocate, reconfigure, or modify any or all of the County Easement Areas by executing an amendment to this Agreement establishing the new limits of the County Easement Areas whereupon such relocated easement area(s) shall be subject to the terms hereof to the same extent as they applied to the applicable County Easement Area prior to such relocation, reconfiguration, or modification and thereafter the initial County Easement Area (either in whole or in part, as applicable) shall be released and immediately revert to Developer, or its successors-in-interest. For avoidance of doubt, County shall not be required to incur any cost or expense in connection with the relocation, reconfiguration, or modification of all or any portion of the County Easement Areas requested by Developer, and Developer, at Developer's sole cost and expense, shall be solely responsible for the relocation, reconstruction, and/or new construction of any improvements (including but not limited to Drainage Improvements) required in order to allow County to make the same use of the



relocated and remaining County Easement Areas, as applicable, after such relocation, reconfiguration, or modification requested by Developer as prior to such relocation, reconfiguration, or modification. In no event may any such relocation, reconfiguration, or modification: (i) have any adverse impact on County, on Boggy Creek Road, and/or on the Boggy Creek Road Project; (ii) impact the functioning of the Drainage Improvements until such time as Developer, at Developer's expense, has installed such replacement stormwater collection and conveyance facilities as necessary to at all times ensure the collection and conveyance of the stormwater previously handled by the Drainage Improvements in accordance with the Drainage Plans and the District Permits; or (iii) adversely affect, at any time, the volumes, rates, or flows of stormwater collected and conveyed, from those volumes, rates, and flows handled by the Drainage Improvements in accordance with the Drainage Plans and the District Permits. Any such amendment of this Agreement pursuant to this Section shall be in form and substance acceptable to County, whose approval of the same shall not be unreasonably withheld, conditioned, or delayed, and no relocation, reconfiguration, or modification of any County Easement Area (or any improvements therein) may be undertaken by Developer until such amendment has been fully executed.

## **ARTICLE VIII – COVENANTS AND RESTRICTIONS**

**Section 8.1** **Covenants Running With The Land.** All of the covenants, terms, agreements, provisions, and restrictions set forth in this Agreement are intended to be, and shall be, construed as, covenants running with the Developer Property. Any transferee of any portion of the Developer Property shall automatically be deemed, by acceptance of the title thereto after being duly recorded in the Public Records of Orange County, Florida, to have assumed all duties and obligations of Developer, if any, arising under this Agreement relating thereto and to have received an assignment of all right and benefits of this Agreement relating thereto.

**Section 8.2** **Easements in Gross.** The easements in favor of County set forth in this Agreement shall be easements in gross, for the benefit and use of County and its permitted users, and County's successors and permitted assigns (if any).

**Section 8.3** **Assignment.** Neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties.

**Section 8.4** **No Third-Party Beneficiaries.** Except as otherwise set forth herein, no person, or entity other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

**Section 8.5** **Governmental Authorities.** As used in this Agreement, "governmental authority" or "governmental authorities" shall mean any federal, state, county, municipal, or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court, community development district, water management district, or agency having jurisdiction over the Developer Property, Boggy Creek Road, and/or any portion of either, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, the School Board of Orange County, Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District.

Section 8.6 Applicable Laws. Any rights granted in this Agreement shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, and any future modifications or amendments thereto.

Section 8.7 Indemnification.

(a) Indemnification of County. To the fullest extent permitted by law, Developer and Association, as applicable, agree to indemnify and hold harmless County from and against any and all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs, and expenses, including reasonable attorney and legal fees and costs, arising out of, or resulting from, work performed and other activities undertaken by either or both of them within or in relation to any of the County Easement Areas pursuant to this Agreement.

(b) Indemnification by County. To the extent provided by and without waiving its rights and protections pursuant to Section 768.28, Florida Statutes, or any successor law, County agrees to hold harmless Developer (or Association, following the Association Assumption of Developer Maintenance Obligations) from all claims, actions, losses, suits, judgments, fines, liabilities, costs, expenses, and attorney's fees, arising out of or resulting from any work performed and other activities undertaken by County within any of the County Easement Areas pursuant to this Agreement; provided, however, County shall not be liable for the acts or omissions of Developer or the Association. Notwithstanding any term or provision of this Agreement seemingly to the contrary, County shall not, by virtue of entering into this Agreement nor by virtue of anything set forth in this Agreement, waive (or be deemed to have waived) its right to sovereign immunity or the sovereign immunity limits established by Florida law (including, but not limited to, the limits established by Section 768.28, Florida Statutes).

## **ARTICLE IX – REMEDIES AND ENFORCEMENT**

Section 9.1 When a Breach becomes a Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for a period of ten (10) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within ten (10) days, then the breaching Party shall have ten (10) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 9.2 All Legal and Equitable Remedies Available. In the event of a default by any Party of any of the terms or conditions hereof, the other Parties shall be entitled to relief by remedies permitted at law or in equity, including injunction and specific performance. Notwithstanding the foregoing, under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of Default by such Party hereunder.



Section 9.3 Remedies Cumulative. Subject to the limitations set forth in Section 9.2 above, any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity.

Section 9.4 No Termination For Breach. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party to unilaterally cancel, rescind, or otherwise terminate this Agreement.

Section 9.5 Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 9.6 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 9.7 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 9.8 Continuing Lien; Delinquent Payments. Subject to the terms, conditions and limitations set forth below, this Agreement shall serve as a continuing lien against the Developer Property or the Common Property (both as defined below) as applicable, for the purposes of securing payment to County of the Self-Help Maintenance Costs and Self-Help Construction Costs, and any interest thereon (in each instance, a “**Self Help Remedies Lien**”).

(a) Each Self Help Remedies Lien may be foreclosed in the same manner as the foreclosure of a Chapter 713 Claim of Lien under Florida law, shall attach and relate back to the date of recording of this Agreement, and be subject to being transferred to cash or bond pursuant to Fla. Stat. s. 713.24. In the event that Developer and/or the Association, following Association Assumption of Developer Maintenance Obligations, fails to remit to County any funds, or any portion thereof, required to be remitted to County pursuant to this Agreement (whether pursuant to Section 2.4 above, Section 3.3 above, or otherwise) by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida; and (ii) County may, but shall not be required to, record a notice of a Self Help Remedies Lien in the Public Records of Orange County, Florida, to provide public notice of the lien provided by this Section and public notice of Developer and/or Association's asserted delinquency hereafter. The remedies provided by this Section shall not be subject to the provisions of Section 9.1 above, but shall be cumulative with, and in addition to, all other remedies permitted by this Agreement, at law, or in equity.

(b) Notwithstanding any language in this Agreement to the contrary, the encumbrance, operation, and legal effect of a Self Help Remedies Lien shall: (i) in the case of defaults on the part of Developer arising as a consequence of its failure to pay Self-Help Construction Costs in accordance with the terms and conditions set forth in this Agreement, (1) encumber only the Developer Property, and (2) terminate and be of no further force and effect upon the earlier to occur of either (x) the recordation in the Public Records of Orange County, Florida, of a certificate of completion, issued by Orange County, Florida, certifying that Developer has Completed the construction of the Drainage Improvements by the Construction Deadline in accordance with the requirements of this Agreement, or (y) the third (3rd) anniversary of the Effective Date of this Agreement; and (ii) in the case of defaults on the part of Developer and/or the Association arising as a consequence of the failure to pay Self-Help Maintenance Costs, encumber only the Developer Property until such time, if ever, as Association Assumption of Developer Maintenance Obligations occurs and thereafter only the Common Property (as that term is defined in the recorded Declaration).

Section 9.9 Sovereign Immunity. For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes (2018).

## **ARTICLE X – MISCELLANEOUS**

Section 10.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 10.3 Modification. This Agreement may be altered, amended, or modified only by written instrument recorded in the Public Records of Orange County, Florida, executed by Developer (and, if applicable, all of Developer's respective successors-in-interest) and County.

Section 10.4 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 10.5 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 10.6 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 10.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and unenforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 10.8 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 10.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 10.10 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 10.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, 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 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

Section 10.12 Time. Time is of the essence with respect to this Agreement.

Section 10.13 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; or guaranteed overnight delivery service; and shall be deemed to have been given when actually received by the intended recipient.

(a) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or by guaranteed overnight delivery service, shall be returned to the sender as "unclaimed", then notice shall be deemed to have been given upon the sender's receipt of the returned, "unclaimed" notice.

(b) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or guaranteed overnight delivery service, shall be returned to sender as “undeliverable” because the recipient has changed its mailing address and failed to provide the sender with an updated mailing address, then notice shall be deemed to have been given upon the sender’s receipt of the returned, “undeliverable” notice. It shall be the duty of each Party to this Agreement to notify all other Parties to this Agreement of any change in that Party’s Notice Address.

(c) The Parties acknowledge and agree that their respective legal counsel shall be permitted to deliver notices on behalf of their respective clients.

Section 10.14 Currency. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

*[signature pages and exhibits follow]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

**"DEVELOPER"**

Signed, sealed, and delivered  
in the presence of:

BOGGY CREEK COMMERCIAL, LLC,  
a Florida limited liability company

*Andrew Cairns*  
\_\_\_\_\_

Print Name: ANDREW CAIRNS

*[Signature]*  
\_\_\_\_\_

Print Name: MARK BRADLEY LUCZAK II

By: *Ralph Singleton*  
\_\_\_\_\_

Print Name: Ralph Singleton

Title: Manager

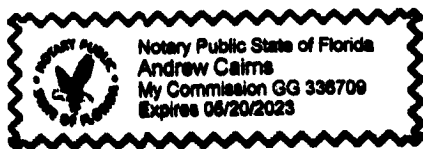
Date: 6/19/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2019, by RALPH SINGLETON as MANAGER of BOGGY CREEK COMMERCIAL, LLC, a Florida limited liability company, on behalf of the company. S/he  is personally known to me OR  has produced \_\_\_\_\_ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]



*Andrew Cairns*  
\_\_\_\_\_  
Notary Public

ANDREW CAIRNS  
\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

“COUNTY”

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

DATE: 9 APR 19

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

BY: *Katie Smith*  
Deputy Clerk

Katie Smith  
Printed Name



**EXHIBIT "A"**

**Legal Description of the Developer Property**

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

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## EXHIBIT "A-1"

### LEGAL DESCRIPTION:

#### DEVELOPER PROPERTY

##### PARCEL 3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE SOUTH 00°19'04" EAST A DISTANCE OF 515.04 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE SOUTH 89°51'07" EAST A DISTANCE OF 1585.34 FEET; THENCE NORTH 00°08'47" EAST A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°51'07" EAST A DISTANCE OF 385.25 FEET; THENCE SOUTH 00°57'54" EAST A DISTANCE OF 660.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'22" EAST A DISTANCE OF 561.13 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD; THENCE SOUTH 00°57'54" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 292.48 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°59'33" WEST A DISTANCE OF 137.06 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°59'33" WEST A DISTANCE OF 361.42 FEET; THENCE NORTH 00°57'54" WEST A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING;

#### TOGETHER WITH:

##### PARCEL 4

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST; THENCE SOUTH 00°19'04" EAST A DISTANCE OF 2124.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°59'33" EAST, A DISTANCE OF 1374.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST A DISTANCE OF 540.75 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°38'55"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°59'33" EAST A DISTANCE OF 955.91 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°11'42"; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°59'33" EAST A DISTANCE OF 139.10 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BOGGY CREEK ROAD AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 8663.00 FEET, A DELTA ANGLE OF 2°18'39"; THENCE ALONG THE ARC OF SAID CURVE AND SAID WEST LINE AN ARC DISTANCE OF 349.39 FEET AND A CHORD BEARING OF SOUTH 02°37'52" EAST AND CHORD DISTANCE OF 349.39 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8525.00 FEET, A DELTA ANGLE OF 1°23'35"; THENCE ALONG THE ARC OF SAID CURVE AND SAID WEST LINE AN ARC DISTANCE OF 207.27 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID WEST LINE NORTH 89°59'33" WEST A DISTANCE OF 1203.63 FEET TO THE POINT OF BEGINNING;

### SURVEY REPORT:

1. The above described land lies within Section 33, Township 24 South, Range 30 East, Orange County, Florida.
2. This is not a survey.
3. Bearings shown hereon are based on the West Line of the Southwest 1/4 of Section 33, Township 24 South, Range 30 East, having an assumed bearing of S00°19'04"E.

SHEET 1 OF 2

**HLSM, LLC**

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276

302 Live Oaks Boulevard  
Casselberry, Florida 32707  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Job No: J-167  
Date: 03/07/19  
Drawn By: SEH  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

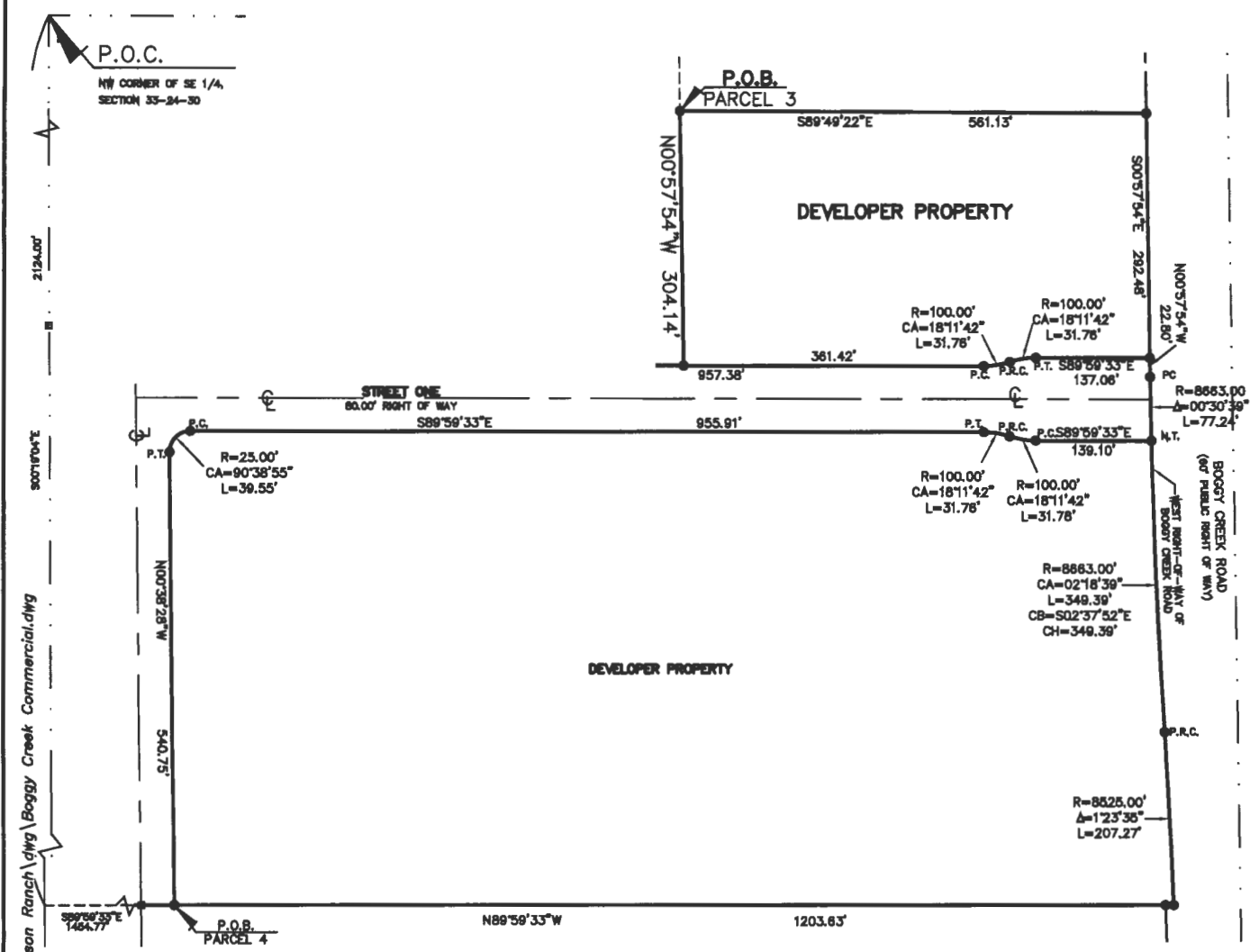
\_\_\_\_\_  
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\Boggy Creek Commercial.dwg



# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)

## EXHIBIT "A-2"



### LEGEND

- CA CENTRAL ANGLE
- L ARC LENGTH
- P.C. POINT OF CURVATURE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- CL CENTERLINE

SHEET 2 OF 2

<p><b>HLSM, LLC</b>                  Henrich-Luke-Swaggerty-Menard                  Professional Surveyors &amp; Mappers                  Licensed Business No. 7276</p> <p>302 Live Oaks Boulevard                  Casselberry, Florida 32707                  P. (407) 647-7346                  F. (407) 982-7166</p> <p>Survey@HLSM.US</p>	<p>Revised: _____</p> <p>Job No: <u>          J-167          </u></p> <p>Date: <u>          03/06/19          </u></p> <p>Drawn By: <u>          SEH          </u></p> <p>Scale: <u>          1"=200'          </u></p>	<p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>
	<p>SEE SHEET 1 OF 2 FOR SIGNATURE &amp; SEAL</p>	

**EXHIBIT "B"**

**Legal Description of the ROW Parcel**

*(see attached two (2) legals and sketches of description totaling four (4) pages)*

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO A POINT; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 63.70 FEET; THENCE SOUTH 00°57'54" EAST, A DISTANCE OF 330.26 FEET; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.43 ACRES (18,775 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

Revised:	07/26/18
Job No:	1-417
Date:	06/06/18
Drawn By:	GJS
Scale:	1"=200'

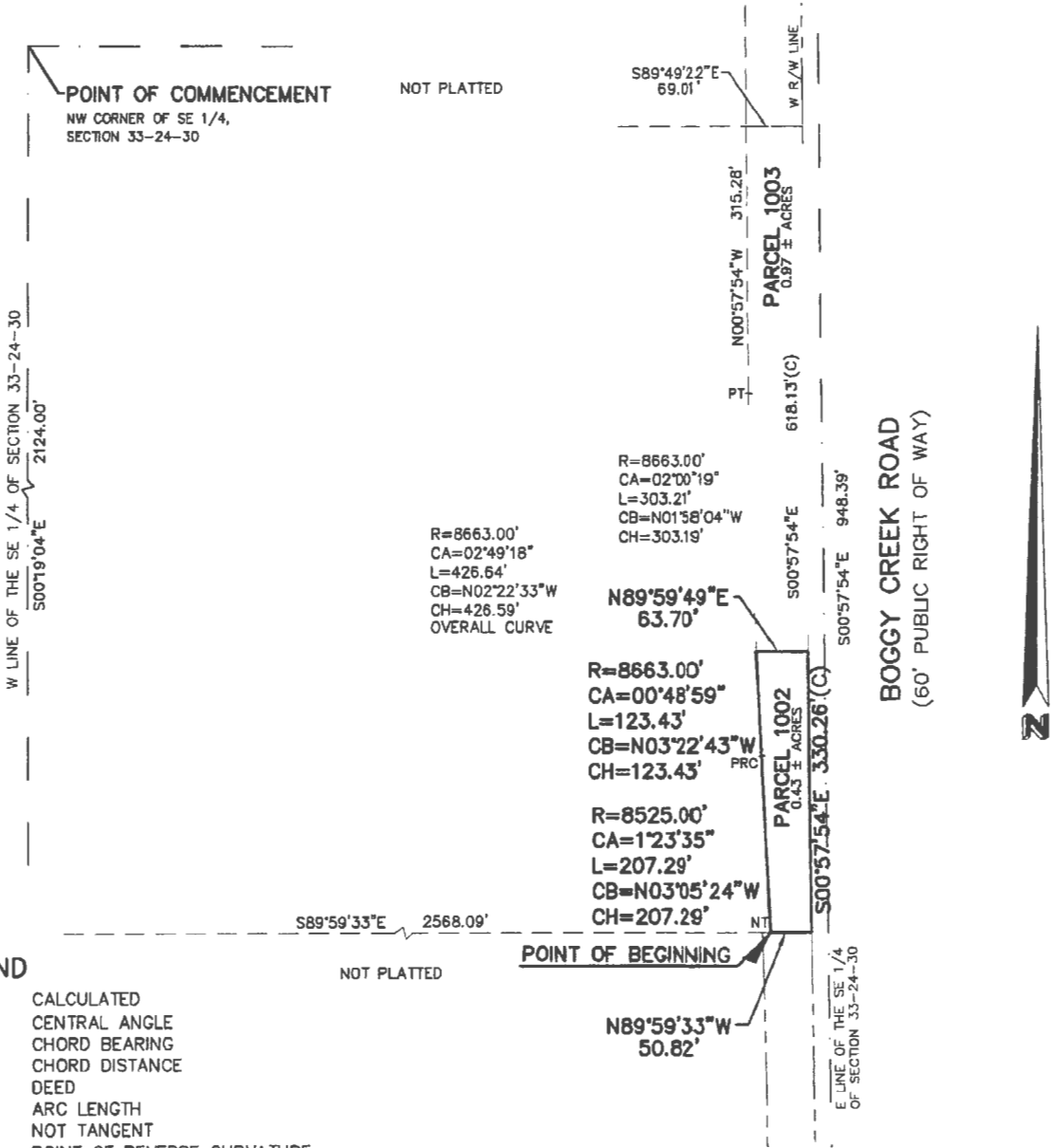
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)



\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

SHEET 2 OF 2

**HLSM, LLC**  
Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

Survey@HLSM.US

# SKETCH—OF—DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET, A CENTRAL ANGLE OF 02°00'19", A CHORD BEARING OF N01°58'04"W AND A CHORD DISTANCE OF 303.19 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 303.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°57'54" WEST, A DISTANCE OF 315.28 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 69.01 FEET; THENCE SOUTH 00°57'54" EAST A DISTANCE OF 618.13 FEET; THENCE SOUTH 89°59'49" WEST, A DISTANCE OF 63.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.97 ACRES (42,119 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

# HLSM, LLC

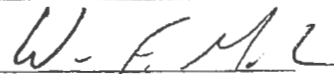
Henrich—Luke—Swaggerty—Menard  
Professional Surveyors & Mappers

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Survey@HLSM.US

Revised: 07/26/18  
Job No: 1-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

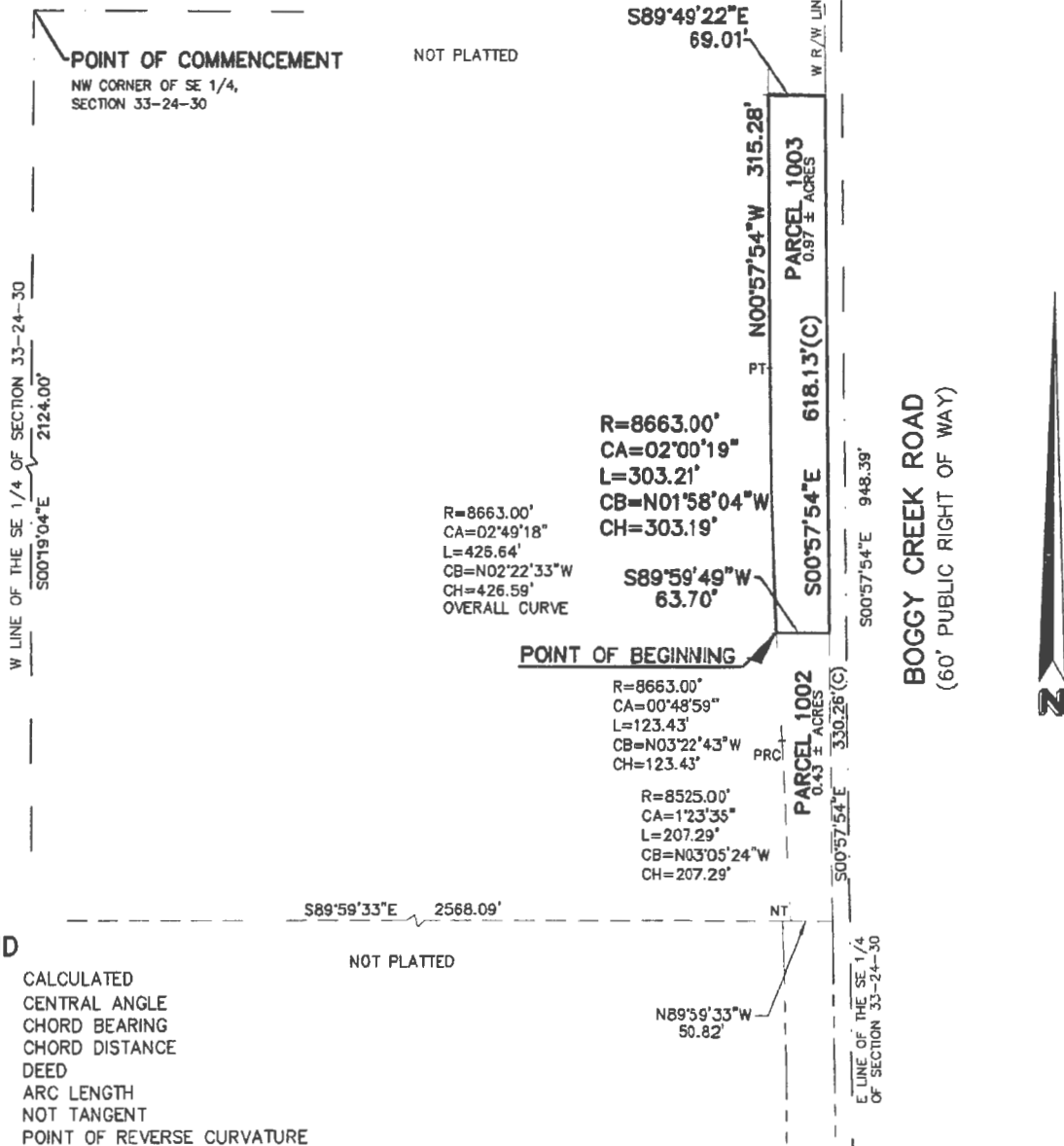
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William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)



## LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

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SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

**EXHIBIT “C”**

**Legal Description of the Pond Easement Area**

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

**SKETCH-OF-DESCRIPTION**  
**(THIS IS NOT A SURVEY)**

**LEGAL DESCRIPTION:**

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 1374.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST, A DISTANCE OF 266.10 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 844.96 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 266.26 FEET; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 844.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5.16 ACRES (224,896 SQUARE FEET), MORE OR LESS

**SURVEYOR'S NOTES:**

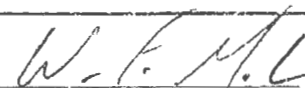
1. The lands as shown hereon lie within Section 24, Township 30 S., Range 29 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30, bearing S00°19'04"E.
4. This is not a survey.

**SHEET 1 OF 2**

**HLSM, LLC**  
 Henrich-Luke-Swaggerty-Menard  
 Professional Surveyors & Mappers  
 Licensed Business No. 7276  
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 Survey@HLSM.US

Revised: 07/26/18  
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 Drawn By: GJS  
 Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



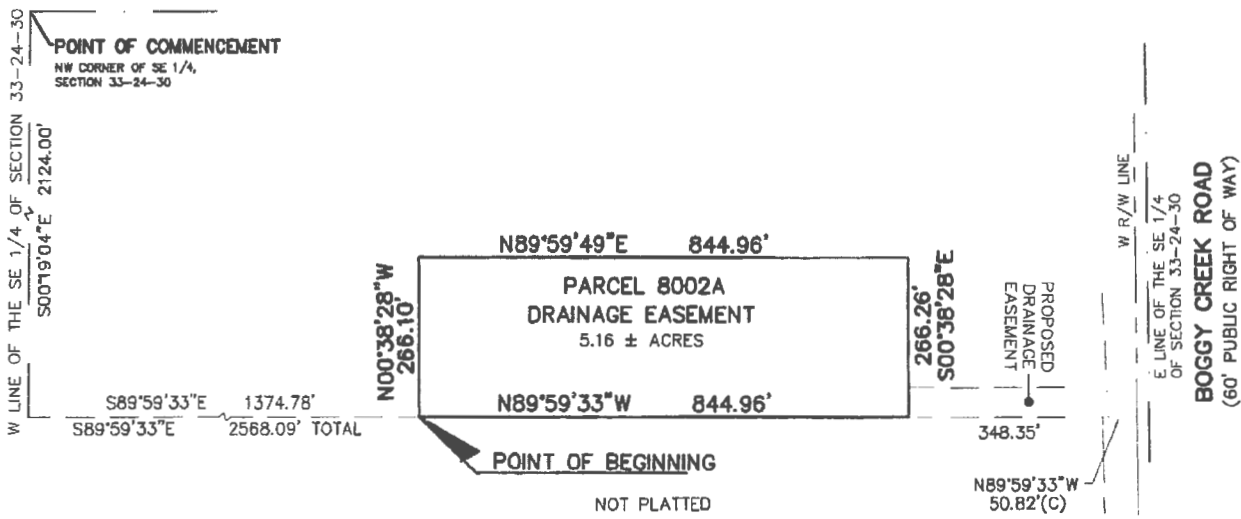
William F. Menard  
 Professional Surveyor & Mapper  
 Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit D.dwg



# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)



\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit D.dwg



SHEET 2 OF 2

**HLSM, LLC**  
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Survey@HLSM.US

Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=300'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

**EXHIBIT "D"**

**Legal Description of the Pipe Easement Area**

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

**SKETCH-OF-DESCRIPTION**  
(THIS IS NOT A SURVEY)

**LEGAL DESCRIPTION:**

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2219.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°59'33" EAST, A DISTANCE OF 346.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 00°20'11", A CHORD BEARING OF SOUTH 02°33'42" EAST AND A CHORD DISTANCE OF 50.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.05 FEET TO A NON-TANGENT LINE; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 348.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.40 ACRES (17,377 SQUARE FEET), MORE OR LESS

**SURVEYOR'S NOTES:**

1. The lands as shown hereon lie within Section 24, Township 30 S., Range 29 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30, bearing S00°19'04"E.
4. This is not a survey.

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit E.dwg

SHEET 1 OF 2

**HLSM, LLC**

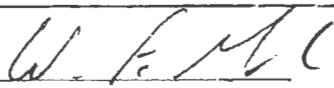
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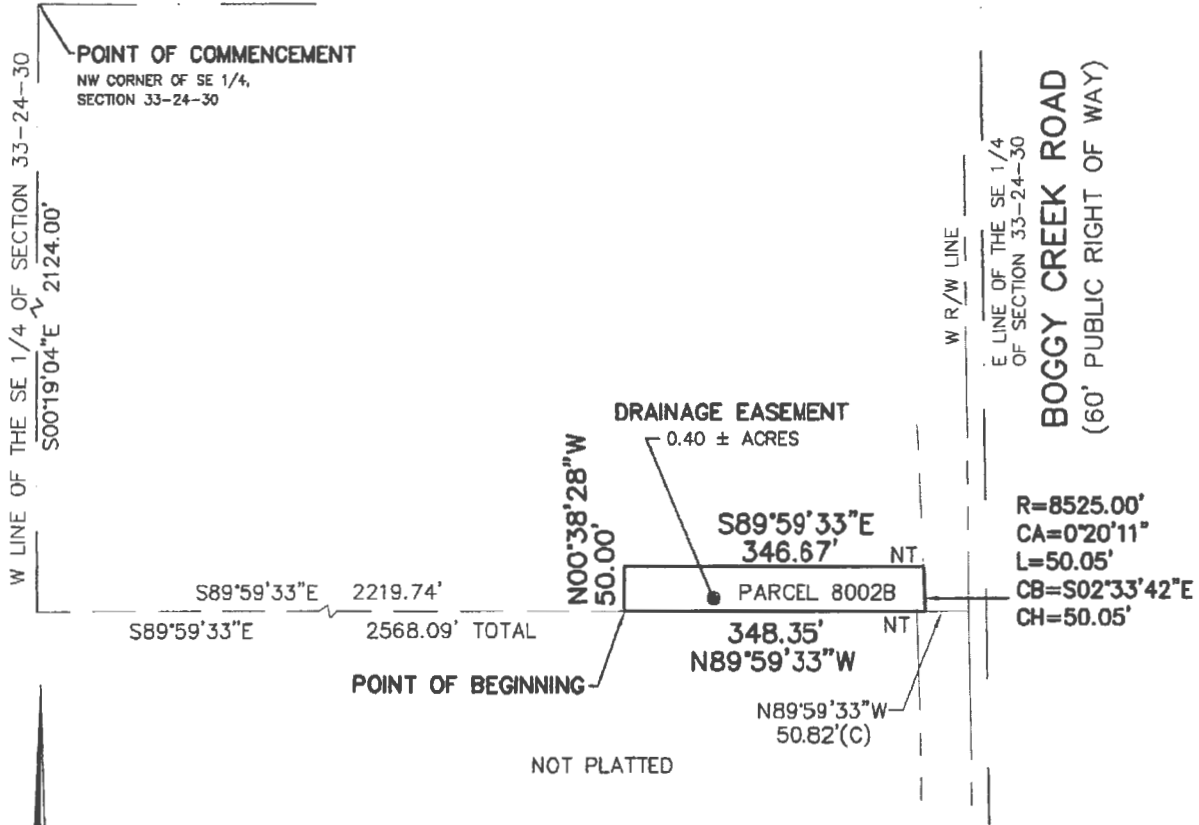
Survey@HLSM.US

Revised: 07/26/18  
Job No: 1-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

  
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)



### LEGEND

- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- L ARC LENGTH
- NT NON TANGENT
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

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Scale: 1"=200'

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SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit Edwg



**EXHIBIT “E”**

**Legal Description of the Temporary Easement Area**

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

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 1354.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°38'28" WEST, A DISTANCE OF 286.10 FEET; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 884.96 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 216.26 FEET; THENCE SOUTH 89°59'33" EAST, A DISTANCE OF 325.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 00°08'04", A CHORD BEARING OF SOUTH 02°47'50" EAST AND A CHORD DISTANCE OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 346.67 FEET; THENCE NORTH 00°38'28" WEST, FOR A DISTANCE OF 216.25 FEET; THENCE NORTH 89°59'49" WEST, A DISTANCE OF 844.96 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 266.10 FEET; THENCE NORTH 89°59'33" WEST, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

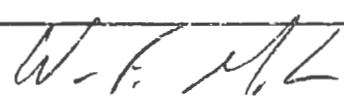
SAID LANDS CONTAINING 0.78 ACRES (33,872 SQUARE FEET), MORE OR LESS

I:\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit F.dwg

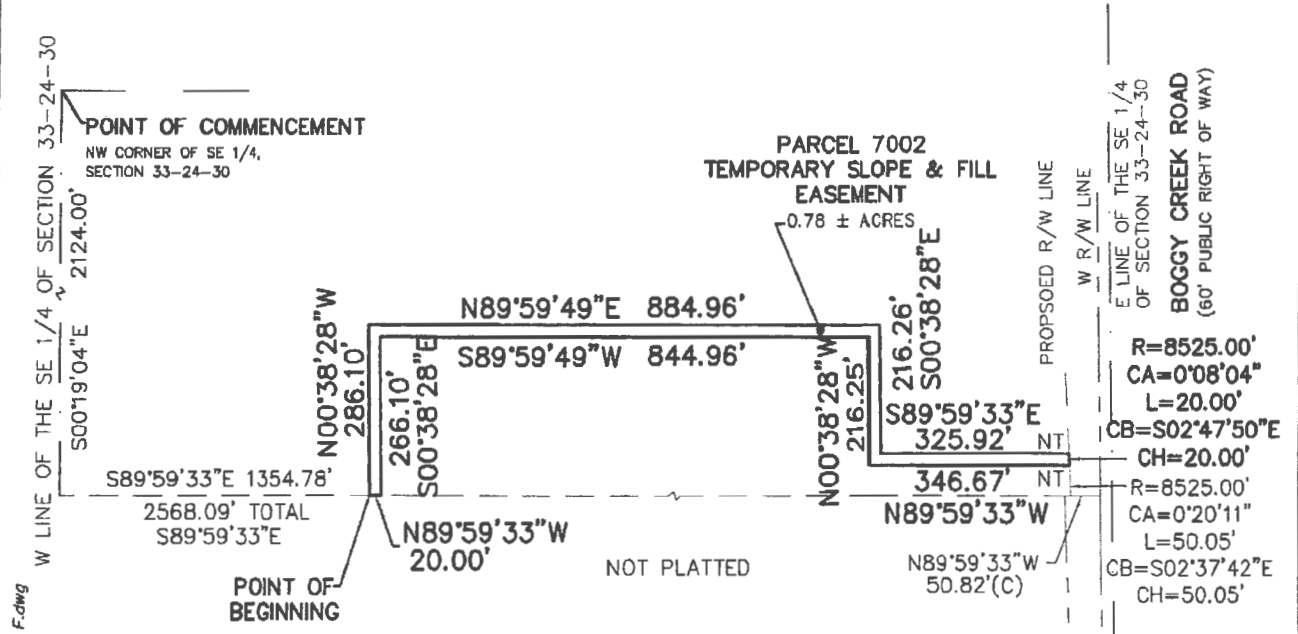
## SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 24, Township 30 S., Range 29 E., Orange County, Florida.
2. No title data has been provided to this surveyor unless otherwise noted.
3. Bearings shown hereon are assumed relative to the West line of the Southeast 1/4 of Section 33-24-30, bearing S00°19'04"E.
4. This is not a survey.

SHEET 1 OF 2

<p><b>HLSM, LLC</b>                  Henrich-Luke-Swaggerty-Menard                  Professional Surveyors &amp; Mappers                  Licensed Business No. 7276                  794 Big Tree Drive, Suite 108                  Longwood, Florida 32750                  P. (407) 647-7346                  F. (407) 982-7166</p> <p>Survey@HLSM.US</p>	<p>Revised: <u>07/26/18</u>                  Job No: <u>I-417</u>                  Date: <u>06/06/18</u>                  Drawn By: <u>GJS</u>                  Scale: <u>1"=300'</u></p>	<p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p> <div style="text-align: center;">                   William F. Menard                  Professional Surveyor &amp; Mapper                  Florida Registration #5625             </div>

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)



\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit F.dwg



### LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

**HLSM, LLC**  
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Revised: 07/26/18  
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Drawn By: GJS  
Scale: 1"=300'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

APR 09 2019

Instrument: 1002.1/1003.1

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

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

### WARRANTY DEED

THIS WARRANTY DEED is made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 2019, by ORLANDO AIRPORT PROPERTY, LLC, a Florida limited liability company, having its principal place of business in the city of Maitland, county of Orange, whose address is 529 Versailles Drive, Suite 200, Maitland, Florida, 32751, GRANTOR, in favor of ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTEE.

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto GRANTEE, all that certain land situate in Orange County, Florida:

#### SEE ATTACHED SCHEDULE "A"

#### Property Appraiser's Parcel Identification Numbers:

33-24-30-0000-00-036 (partial)

33-24-30-0000-00-038 (partial)

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND GRANTOR hereby covenants with said GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.



Instrument: 1002.1/1003.1

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

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

Signed, sealed, and delivered in the presence of:

**ORLANDO AIRPORT PROPERTY, LLC,**  
a Florida limited liability company

Andrew Cairns  
Witness

BY: Ralph Singleton

ANDREW CAIRNS  
Printed Name

RALPH SINGLETON  
Printed Name

[Signature]  
Witness

6-19-19  
Title  
MANAGER

MARK BRADLEY WOTAK II  
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2019, by RALPH SINGLETON, as MANAGER, of ORLANDO AIRPORT PROPERTY, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)



Andrew Cairns  
Notary Signature

ANDREW CAIRNS  
Printed Notary 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

Notary Public in and for  
the County and State aforesaid

My commission expires:

**SCHEDULE "A"**

*(see attached two (2) legals and sketches of description totaling four (4) pages)*

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO A POINT; THENCE NORTH 89°59'49" EAST, A DISTANCE OF 63.70 FEET; THENCE SOUTH 00°57'54" EAST, A DISTANCE OF 330.26 FEET; THENCE NORTH 89°59'33" WEST, A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.43 ACRES (18,775 SQUARE FEET), MORE OR LESS

\\SERVER\Projects\33-24-30 Tyson Ranch.dwg\ACAD-Exhibit C.dwg

## SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

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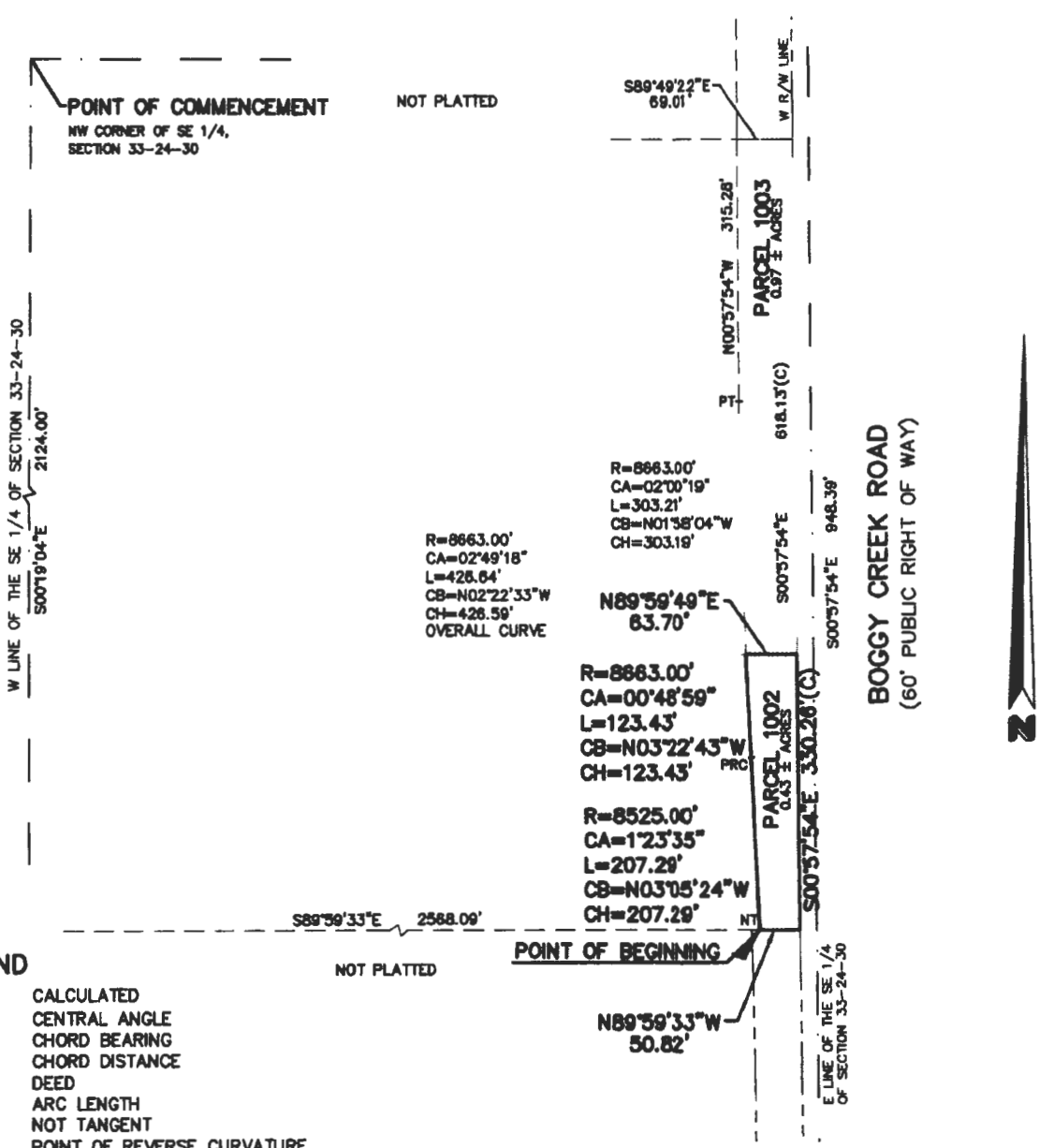
Revised: 07/26/18  
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Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

**SKETCH-OF-DESCRIPTION**  
(THIS IS NOT A SURVEY)



- LEGEND**
- C CALCULATED
  - CA CENTRAL ANGLE
  - CB CHORD BEARING
  - CH CHORD DISTANCE
  - D DEED
  - L ARC LENGTH
  - NT NOT TANGENT
  - PRC POINT OF REVERSE CURVATURE
  - PT POINT OF TANGENCY
  - R RADIUS
  - R/W RIGHT-OF-WAY

**SHEET 2 OF 2**

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SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-Exhibit C.dwg

# SKETCH-OF-DESCRIPTION

(THIS IS NOT A SURVEY)

## LEGAL DESCRIPTION:

THAT PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°19'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2124.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°59'33" EAST, A DISTANCE OF 2568.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 8525.00 FEET, A CENTRAL ANGLE OF 01°23'35", A CHORD BEARING OF NORTH 03°05'24" WEST AND A CHORD DISTANCE OF 207.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 207.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET AND A CENTRAL ANGLE OF 00°48'59", A CHORD BEARING OF NORTH 03°22'43" WEST AND A CHORD DISTANCE OF 123.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 8663.00 FEET, A CENTRAL ANGLE OF 02°00'19", A CHORD BEARING OF N01°58'04"W AND A CHORD DISTANCE OF 303.19 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 303.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°57'54" WEST, A DISTANCE OF 315.28 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 69.01 FEET; THENCE SOUTH 00°57'54" EAST A DISTANCE OF 618.13 FEET; THENCE SOUTH 89°59'49" WEST, A DISTANCE OF 63.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.97 ACRES (42,119 SQUARE FEET), MORE OR LESS

## SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 33, TOWNSHIP 24 S., RANGE 30 E., ORANGE COUNTY, FLORIDA.
2. NO TITLE DATA HAS BEEN PROVIDED TO THIS SURVEYOR UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 33-24-30 BEARING BEING S00°19'04"E PER ORANGE COUNTY PUBLIC WORKS ENGINEERING RIGHT OF WAY MAPPING.
4. THIS IS NOT A SURVEY.

SHEET 1 OF 2

**HLSM, LLC**

Henrich-Luke-Swaggerty-Menard  
Professional Surveyors & Mappers

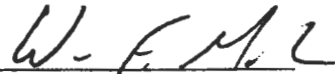
Licensed Business No. 7276

794 Big Tree Drive, Suite 108  
Longwood, Florida 32750  
P. (407) 647-7346  
F. (407) 982-7166

Survey@HLSM.US

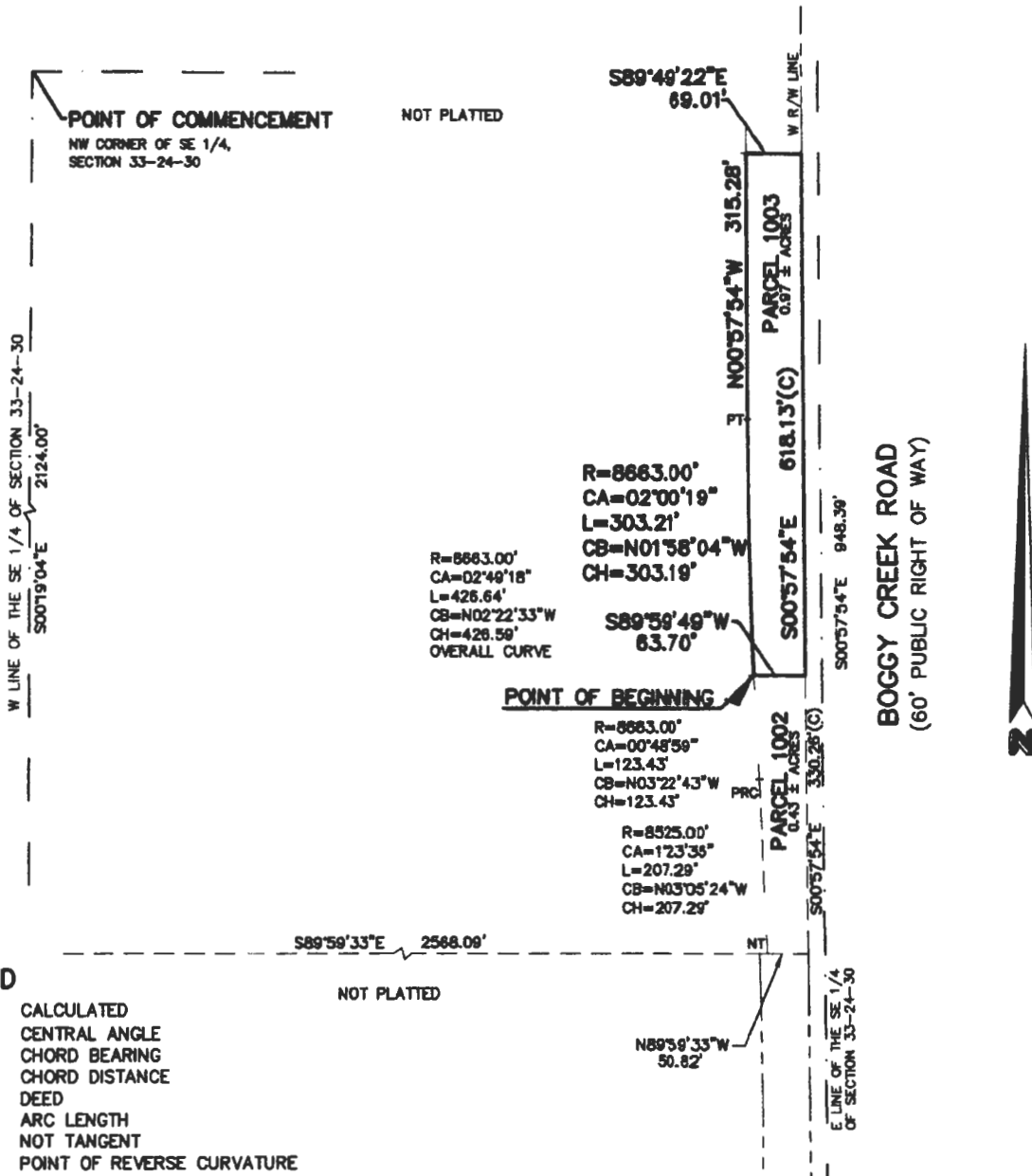
Revised: 07/26/18  
Job No: I-417  
Date: 06/06/18  
Drawn By: GJS  
Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

  
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

\\SERVER\Projects\33-24-30 Tyson Ranch\dwg\ACAD-E\in\bl C.dwg

# SKETCH-OF-DESCRIPTION (THIS IS NOT A SURVEY)



## LEGEND

- C CALCULATED
- CA CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD DISTANCE
- D DEED
- L ARC LENGTH
- NT NOT TANGENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- R/W RIGHT-OF-WAY

SHEET 2 OF 2

# HLSM, LLC

Henrich-Luke-Swaggerty-Menard

Professional Surveyors & Mappers

Licensed Business No. 7276

794 Big Tree Drive, Suite 108

Longwood, Florida 32750

P. (407) 647-7346

F. (407) 952-7166

Survey@HLSM.US

Revised: 07/26/18  
 Job No: I-417  
 Date: 06/06/18  
 Drawn By: GJS  
 Scale: 1"=200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2  
FOR SIGNATURE & SEAL

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: March 21, 2019

Total Amount: \$2,250,000.00

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

Parcels: 1002/1003/8002A/8002B/7002

Charge to Account # 1023-072-5085-~~6440~~ (\$1,500,000)  
1033-072-5085-~~6440~~ (\$750,000)

6115  
03/25/19 DEC  
ca 3/26/19

Controlling Agency Approval Signature / Date

Printed Name:

Fiscal Approval Signature / Date

Pat Davis

Printed Name

TYPE TRANSACTION (Check appropriate block(s))

X Pre-Condensation \_\_\_\_\_ Post-Condensation

\_\_\_\_ N/A District # 4

- \_\_\_\_ Acquisition at Approved Appraisal
- \_\_\_\_ Acquisition at Below Approved Appraisal
- X Acquisition at Above Approved Appraisal
- \_\_\_\_ Advance Payment Requested

\$2,250,000.00

Payable to:  
White & Luczak, P.A. Trust Account  
655 West Morse Blvd.  
Suite 111  
Winter Park, FL 32789  
FEIN: 59-3153445  
(purchase price)

DOCUMENTATION ATTACHED (Check appropriate block(s))

- X Contract/Agreement
- \_\_\_\_ Copy of Executed Instruments
- X Certificate of Value
- X Settlement Analysis

Payable to: White & Luczak, P.A. Trust Account - \$2,250,000.00 (purchase price)

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

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

3/25/19  
Date

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

3/25/19  
Date

Payment Approved Raymond Williams  
Raymond Williams, Manager, Public Works Engineering Division

3/25/19  
Date

Payment Approved Scott R. McHenry  
Scott McHenry, Asst. County Attorney, County Attorney's Office

Date

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

APR 09 2019  
Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants

Check No. / Date

REMARKS: Anticipated Closing Date: On or before June 8, 2019.

APPROVED

## CERTIFICATE OF VALUE

**PROJECT:** Boggy Creek Rd (Osceola County to SR 417)

**PARCEL:** 1002

I hereby certify:

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

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 25<sup>th</sup> day of August, 2017, is \$231,500, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 0.4310 Acres (Fee Acquisition)

Land	\$ <u>106,500</u>
Improvements	\$ <u>4,000</u>
Damages and/or Cost-To-Cure	\$ <u>121,000</u>
<b>TOTAL</b>	\$ <u>231,500</u>



September 8, 2017

C. Lee Lobban, MAI                      Date  
State Certified General Real Estate Appraiser, RZ1844



## CERTIFICATE OF VALUE

**PROJECT:** Boggy Creek Rd (Osceola County to SR 417)

**PARCEL:** 9002

I hereby certify:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services as an appraiser or in any other capacity involving the property that is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties that are involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
9. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
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Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 25<sup>th</sup> day of August, 2017, is \$725,400, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 0.9773 Acres (Fee Acquisition)

Land	\$ <u>241,400</u>
Improvements	\$ <u>0</u>
Damages and/or Cost-To-Cure	\$ <u>484,000</u>
TOTAL	\$ <u>725,400</u>



September 8, 2017

C. Lee Lobban, MAI                      Date  
State Certified General Real Estate Appraiser, RZ1844

## CERTIFICATE OF VALUE

**PROJECT:** Boggy Creek Rd (Osceola County to SR 417)

**PARCEL:** 1003

I hereby certify:

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

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 25<sup>th</sup> day of August, 2017, is \$370,400, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 0.9670 Acres (Fee Acquisition)

Land	\$ <u>238,900</u>
Improvements	\$ <u>7,300</u>
Damages and/or Cost-To-Cure	\$ <u>124,200</u>
<b>TOTAL</b>	<b>\$ <u>370,400</u></b>



September 8, 2017

C. Lee Lobban, MAI                      Date  
State Certified General Real Estate Appraiser, RZ1844

**CERTIFICATE OF VALUE**

**PROJECT:** Boggy Creek Rd (Osceola County to SR 417)

**PARCEL:** 9003

I hereby certify:

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

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 25<sup>th</sup> day of August, 2017, is \$795,200, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 1.2285 Acres (Fee Acquisition)

Land	\$ <u>303,500</u>
Improvements	\$ <u>1,600</u>
Damages and/or Cost-To-Cure	\$ <u>490,100</u>
TOTAL	\$ <u>795,200</u>



September 8, 2017

C. Lee Lobban, MAI                      Date  
State Certified General Real Estate Appraiser, RZ1844

## CERTIFICATE OF VALUE

**PROJECT:** Boggy Creek Rd (Osceola County to SR 417)

**PARCEL:** 7003

I hereby certify:

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

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof. My opinion of the current market value of the property appraised as of the 25<sup>th</sup> day of August, 2017, is \$ 5,300, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 331 Square Feet (Temporary Construction Easement)

Land	\$ <u>1,200</u>
Improvements	\$ <u>2,500</u>
Damages and/or Cost-To-Cure	\$ <u>1,600</u>
<b>TOTAL</b>	<b>\$ <u>5,300</u></b>



September 8, 2017

C. Lee Lobban, MAI                      Date  
State Certified General Real Estate Appraiser, RZ1844

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
Parcel No(s).: 1002/1003/8002A/8002B/7002  
Name of Owner(s): Orlando Airport Property, LLC and Boggy Creek Commercial, LLC  
Page No.: 1

**SETTLEMENT ANALYSIS**

Pre-Condemnation  
 Not Under Threat

**County's Appraised Value**

**Parcel 1002**

Land:	0.4310 acres @ \$247,000/acre	\$ 106,500.00
Improvements:	330 L.F. of 4' woven wire fence with barbed wire; One 12' farm gate; 600 S.F. of stabilized drive	\$ 4,000.00
Cost-to-Cure:	n/a	\$ 0.00
Other Damages:	Proposed acquisition of Parcels 1002/1003/9002/9003 results in incurable severance damages of 20% (\$1,210,000) to the parent parcels; 10% (\$121,000) of the overall damages were allocated to Parcel 1002.	<u>\$ 121,000.00</u>
Total Appraisal Value – Parcel 1002		<b>\$ 231,500.00</b>

**Parcel 1003**

Land:	0.9670 acres @ \$247,000/acre	\$ 238,900.00
Improvements:	723 L.F. of 4' woven wire fence with barbed wire; 830 S.F. of stabilized drive	\$ 7,300.00
Cost-to-Cure:	Provide 385 L.F. of field fence (plus associated survey, general conditions, contingency, and profit) (net)	\$ 3,200.00
Other Damages:	Proposed acquisition of Parcels 1002/1003/9002/9003 results in incurable severance damages of 20% (\$1,210,000) to the parent parcels; 10% (\$121,000) of the overall damages were allocated to Parcel 1003.	<u>\$ 121,000.00</u>
Total Appraisal Value – Parcel 1003		<b>\$ 370,400.00</b>

**Parcel 9002**

Land:	0.9773 acres @ \$247,000/acre	\$ 241,400.00
Improvements:	n/a	\$ 0.00
Cost-to-Cure:	n/a	\$ 0.00
Other Damages:	Proposed acquisition of Parcels 1002/1003/9002/9003 results in incurable severance damages of 20% (\$1,210,000) to the parent parcels; 40% (\$484,000) of the overall damages were allocated to Parcel 9002.	<u>\$ 484,000.00</u>

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
 Parcel No(s): 1002/1003/8002A/8002B/7002  
 Name of Owner(s): Orlando Airport Property, LLC and Boggy Creek Commercial, LLC  
 Page No.: 2

Total Appraisal Value – Parcel 9002 **\$ 725,400.00**

Parcel 9003

Land: 1.2285 acres @ \$247,000/acre \$ 303,500.00  
 Improvements: 203 L.F. of 4 strand barbed wire fencing; One 14' farm gate \$ 1,600.00  
 Cost-to-Cure: Provide 825 L.F. of field fence (plus associated survey, general conditions, contingency, and profit) (net) \$ 6,100.00  
 Other Damages: Proposed acquisition of Parcels 1002/1003/9002/9003 results in incurable severance damages of 20% (\$1,210,000) to the parent parcels; 40% (\$484,000) of the overall damages were allocated to Parcel 9003. \$ 484,000.00

Total Appraisal Value – Parcel 9003 **\$ 795,200.00**

Parcel 7003

Land: 331 sq. ft. \$ 1,200.00  
 Improvements: One 14' farm gate; One cattle grate; 180 S.F. of stabilized drive \$ 2,500.00  
 Cost-to-Cure: Install one 14' farm gate and one cattle grate (plus associated general conditions, contingency, and profit) (net) \$ 1,600.00  
 Other Damages: n/a n/a

Total Appraisal Value – Parcel 7003 **\$ 5,300.00**

**Total Appraisal Value – All Parcels \$ 2,127,800.00**

**Owner's Requested Amount—Initial**

Owner's Counter Offer (Global): Unspecified/Variable

**Total Owner's Requested Amount—Initial: Unspecified/Variable**

**Owner's Requested Amount—After Negotiations**

Owner's Counter Offer (Global): \$ 2,250,000.00

**Total Owner's Requested Amount—After Negotiations: \$ 2,250,000.00**

**Probable Range of Testimony/Compensation, if Condemned**

County: \$ 2,127,800.00

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
 Parcel No(s).: 1002/1003/8002A/8002B/7002  
 Name of Owner(s): Orlando Airport Property, LLC and Boggy Creek Commercial, LLC  
 Page No.: 3

Owner: \$ 3,000,000.00

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

Appraisal Update Fees and OT Testimony (County):	\$ 10,000.00
Statutory Attorney Fees (Owner):	\$ 238,050.00
Business Damages (Owner):	n/a
Expert Witness Fees (Owner):	\$ 30,000.00
Expert Witness Fees & Trial Preparation (County) (Appraisal):	\$ 10,000.00
Expert Witness Fees & Trial Preparation (County) (Engineering & Other):	\$ 10,000.00
Other: (Explain)	n/a
<b>Total Potential Costs of Condemnation, if Condemned (beyond sunk costs):</b>	<b><u>\$ 298,050.00</u></b>

**Total Potential Costs of Acquisition, if Condemned (beyond sunk costs) \$ 3,298,050.00**

**Recommended Settlement Amount \$ 2,250,000.00**

**EXPLANATION OF RECOMMENDED SETTLEMENT**

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

As originally contemplated, County’s proposed acquisition consisted of the acquisition of: (i) two (2) parcels, totaling approximately 1.4 acres, in fee simple (Parcels 1002 and 1003) for road right-of-way; (ii) two (2) additional parcels, totaling approximately 2.2 acres, in fee simple (Parcels 9002 and 9003) for a pond site; and (iii) a 331 square foot temporary construction easement (Parcel 7003) for driveway harmonization.

The suggested compensation for the acquisition of these real estate interests, as recommended by County’s appraisals with an August 2017 date of valuation, was \$2,127,800. The suggested compensation was based on a valuation of the fee interest at \$247,000 per acre, or \$5.67 per square foot. The majority of the suggested compensation (\$1,210,000) resulted from the appraiser’s recognition of a 20% severance damage to the remainder of the parent parcels due to the loss of highway frontage from the pond acquisition site (Parcels 9002 and 9003), which was then planned to abut the Boggy Creek Road right-of-way. As the parent parcels were largely undeveloped/vacant at the time of appraisal, over 98% of the suggested compensation was attributable to land value and severance damages, with less than 2% attributable to improvements and cost to cure.

Upon learning of County’s plans, the property owner – who is in the process of developing the site as a mixed-use project (with townhome, apartment, and commercial elements) – objected to County’s proposed plan of placing its pond site in the southeast corner of the property owner’s planned development, and has been working with the Public Works Department, the Real Estate Management Division (REM), and others, off and on, for over two years to find an alternative solution that results in County’s drainage needs for the Boggy Creek Road project being met, but while locating the needed pond in a location within the parent parcels more conducive to the property owner’s development

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
Parcel No(s).: 1002/1003/8002A/8002B/7002  
Name of Owner(s): Orlando Airport Property, LLC and Boggy Creek Commercial, LLC  
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plans.

Over the course of that time, what began as a standard REM eminent domain work request, was subsequently routed to the Roadway Agreement Committee to negotiate a right-of-way agreement that would compensate the property owner in impact fees, and then became a REM acquisition project involving a partnership (of sorts) between County and the property owner, involving customized business terms and customized documents more commonly associated with REM's acquisition of capital improvement project sites for parks, community centers, Sheriff's facilities, etc. Notwithstanding the foregoing, this acquisition has always remained "under the threat" of eminent domain.

Because of the back-and-forth concerning the location of the ponds, the interests to be acquired by County, and the manner of acquisition, the property owner has never provided County with a firm counter-offer that would be applicable to County's initial acquisition plan (i.e. Parcels 1002/1003/9002/9003/7003). However, at one point the property owner indicated that they would be seeking in excess of \$2,600,000 in impact fee credits as part of a RAC agreement then under discussion.

As a result of extensive negotiations, County and the property owner have reached an agreement that results in County not acquiring Parcels 9002 and 9003, but instead receiving: (i) Parcel 8002A, a 5.16 acre drainage easement over a joint use pond site; (ii) Parcel 8002B, a 0.40 acre drainage easement over the area(s) where stormwater pipes will carry drainage from Boggy Creek Road to the joint use pond, as well as outfall from the joint use pond to County's public drainage system; and (iii) Parcel 7002, a 0.78 acre temporary easement to allow County to perform certain "self-help" construction and/or maintenance. The Public Works Department has reviewed the engineering plans that accompany these revised real estate interests, and confirmed that they provide County acceptable replacement drainage for the pond site that would have been located in Parcels 9002 and 9003.

In this negotiated settlement, Parcels 1002 and 1003 remain unchanged, and Parcel 7003 is no longer being acquired as the Public Works Department has since determined that it is not necessary to acquire this temporary easement area (as there is sufficient area within the current and to be acquired right-of-way to perform the necessary driveway harmonization).

Additionally, in this negotiated settlement, the property owner has agreed to construct, within the Parcel 8002A and 8002B drainage easement areas, the joint use pond and all associated pipes and other drainage improvements and appurtenances that need to be constructed for County's pending Boggy Creek Road Project. The property owner will be constructing these improvements as part of the property owner's development of its mixed-use site starting later this year, and the property owner is contractually committing itself to complete these improvements on or before December 1, 2019 (which is in advance of when County needs these improvements to be completed for the Boggy Creek Road project). The property owner will also have responsibility for maintenance of the joint use pond and the outfall infrastructure (although County will maintain the pipe from Boggy Creek Road to the joint use pond). Moreover, the property owner (and/or its successors) will be constructing these improvements, and performing its maintenance obligations, at no cost or expense to County.

The purchase price to be paid by County to the property owner – for the conveyance of Parcels 1002 and 1003 in fee simple by Warranty Deed, and for the property owner's entry into a Joint Use Pond and Drainage Easement Agreement (by which County is granted the easement rights in Parcels 8002A,



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8002B, and 7002, and the property owner is bound to its construction and maintenance obligations) – is \$2,250,000, or \$122,200 (5.74%) over appraised value. And County is not paying any attorney's fees, expert fees, non-monetary benefits, etc. in connection with this negotiated settlement.

County's strong preference is to acquire pond sites in fee simple for County's sole use, as joint use ponds acquired by easement do not provide County the same flexibility to use or modify the pond for future roadway projects or expansions, or if conditions should otherwise warrant. Likewise, joint use ponds to be constructed and/or maintained by another person present a risk that the other person will not perform its obligations and County will have to take action.

Here, however, these concerns are offset by other considerations.

The concerns related to potential defaults in the property owner's construction or maintenance obligations have been blunted (but not eliminated) by the inclusion in the Joint Use Pond and Drainage Easement Agreement of provisions that grant County self-help construction and maintenance rights in the event of the property owner's default, allow County to charge County's self-help costs to the property owner, and allow County to lien the commercial portion of the mixed-use development in the event County's self-help costs are not paid.

Additionally, the \$5.67 per square foot valuation of the parent parcels from August 2017 is no longer accurate, and is substantially below the rate County has been paying for other similarly situated (or less desirable) parcels along this segment of Boggy Creek Road. REM estimates that if County were to pursue acquisition of the original parcels through eminent domain, that the new County appraisals that would have to be obtained would increase the per square foot valuation of the original parcels by no less than \$1.00 per foot (and likely more) due to the changes in market conditions over the last 18 months. This results in the current/revised suggested compensation for the acquisition of the original parcels being in excess of \$2,500,000. REM would expect the property owner to credibly seek in excess of \$3,000,000 in compensation, plus statutory attorney's fees, expert fees, and other costs, in connection with an eminent domain action.

As such, this negotiated settlement results in County acquiring different real estate interests than it initially sought, but still acquiring real estate interests that support its current Boggy Creek Road project, at a savings to County – both purchase price savings (after taking into consideration the current/updated market values) and construction costs (with the property owner constructing and paying for a portion of County's planned improvements). The acquisition of a drainage easement interest that is less accommodating to County's future needs remains a concern, but one which is more than offset by the additional costs and significant downside risk (when compared to the negotiated settlement) of attempting to acquire the original parcels through eminent domain.

REM recommends this settlement.

Recommended by:   
Paul Sladek, Manager, Real Estate Mgmt. Division

Date: 3/22/19

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
Parcel No(s): 1002/1003/8002A/8002B/7002  
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Approved by:  Date: 3/22/19  
Paul Sladek, Manager, Real Estate Mgmt. Division

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Raymond Williams, Manager, Public Works Engineering Division

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McHenry, Assistant County Attorney, County Attorney's Office

Project: Boggy Creek Rd (Osceola Cnty line to 600' N. of Central Fl Greenway SR 417)  
Parcel No(s): 1002/1003/8002A/8002B/7002  
Name of Owner(s): Orlando Airport Property, LLC and Boggy Creek Commercial, LLC  
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Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Sladek, Manager, Real Estate Mgmt. Division

Approved by:  Date: 3/25/19  
Raymond Williams, Manager, Public Works Engineering Division

Approved by:  Date: 3/25/19  
Scott McHenry, Assistant County Attorney, County Attorney's Office

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**WHITE & LUCZAK, P. A.**

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.) See instructions.  
**655 West Morse Blvd.**

6 City, state, and ZIP code  
**Norfolk, Florida, 32789**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

5	9	-	3	1	5	3	4	4	5
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person ▶ **Paul S. Gaj. as vice president of White & Luczak P.A.**

Date ▶ **3-21-2019**

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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