



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 1**

**DATE:** June 21, 2023

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Steve Cochran, Acquisition Agent *SC/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

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

**ACTION REQUESTED:** Approval and execution of Contract for Purchase and Sale by and between Bogey Boggy Creek 08, LLC and Orange County, Florida, approval of Drainage Easement between Bogey Boggy Creek 08, LLC and Orange County, and authorization to disburse funds to pay purchase price, recording fees, and record instrument.

**PROJECT:** B-14 Pipeline Segment D  
  
District 4

**PURPOSE:** To provide for access for the construction, operation, and maintenance of an existing drainage pipe.

**ITEMS:** Contract for Purchase and Sale (Parcel 801)  
Size: 8,763 square feet

**ITEMS:** Drainage Easement (Instrument 801.1)  
Size: 8,763 square feet

**BUDGET:** Account No.: 1004-072-3087-6110

**FUNDS:** \$69,440 Payable to Bogey Boggy Creek 08, LLC  
(for purchase price)

\$44 Payable to Orange County Comptroller  
(for recording fees)

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

**REMARKS:** This parcel is being acquired for an Easement, at the request of the Public Works Stormwater Management Division, to facilitate construction, operation, and maintenance of the existing B-14 Segment D stormwater drainage pipe.

County to pay for purchase price and recording fees.

Bogey Boggy Creek 08, LLC to pay documentary stamp tax.

Instrument: 801.1

Project: B-14 Pipeline Segment D

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 11 2023

## CONTRACT FOR PURCHASE AND SALE

**COUNTY OF ORANGE  
STATE OF FLORIDA**

This Contract for Purchase and Sale (the “**Agreement**”) is made and entered into by and between Bogey Boggy Creek 08, LLC, a Florida limited liability company (“**Seller**”), and Orange County, Florida a charter county and political subdivision of the State of Florida (“**Buyer**”).

### RECITALS

A. Seller owns the following real property in Orange County:

Property Appraiser’s Parcel Identification Number

**05-24-30-0000-00-003**

[Deed Reference: OR Book 9591, Page 2834]

(hereinafter referred to as the “**Property**”)

B. Buyer requires a non-exclusive drainage easement located on the portion of the Property as further described on **Exhibit A**, incorporated herein by reference (the “**Parcel**”), for its B-14 Pipeline project (the “**Project**”).

C. Seller agrees to furnish an easement for the Project under the terms set forth herein.

### AGREEMENT

In consideration of the promises stated in this Agreement and other good and valuable consideration, Buyer and Seller agree as follows:

1. Agreement.

a. Seller agrees to execute a non-exclusive permanent Drainage Easement on the Property (the “**Easement**”), conveying the Easement to Buyer free and clear of all liens and encumbrances in substantially the same form as attached in **Exhibit B**, attached hereto, and incorporated herein by reference.

b. Buyer agrees to pay the Consideration (as defined below), to Seller for the Easement.

2. **Consideration.** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total consideration for the acquisition of the Parcel from Buyer to Seller:

a. **Price Paid for Parcel.** Buyer shall pay to Seller SIXTY- NINE THOUSAND FOUR HUNDRED FORTY AND 00/100 U.S. Dollars (\$69,440.00) (the "**Purchase Price**").

3. **Effective Date.** The effective date of this Agreement (the "**Effective Date**") shall be the later of: (i) the date this Agreement is executed by Seller; **and** (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners.

4. **Closing Date and Location.** The closing of the purchase and sale of the Parcel contemplated herein ("**Closing**") shall be at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801 on or before **ninety (90) days** from the Effective Date of this Agreement (the "**Closing Date**") (except to the extent that the Closing Date is extended by other provisions of this Agreement).

5. **Closing Costs.** The following costs are required to complete the transaction contemplated pursuant to this Agreement (the "**Costs**"). The Costs are allocated between the Seller and Buyer as follows:

Cost	Paid by Seller	Paid by Buyer
Recording Fees for the Documents of Conveyance	No	Yes
Documentary Stamps	Yes	No
Appraisal	No	Yes
Seller Broker Fee (3% of Contract Price)	Yes	No

Seller agrees to pay documentary stamp tax prior to receipt of proceeds, by separate check payable to the Orange County Comptroller.

6. **Prorations.** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller's election, Seller's share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer to the County tax collector on Seller's behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

7. **Closing Documents.** The following fully executed documents in the form contemplated herein are required to close the transaction contemplated pursuant to this Agreement:

- a. Drainage Easement

8. **Conditions of Closing.** All of the conditions listed below are conditions precedent to Closing. Such contingencies shall either be released, waived, or cured within the timeframes set forth below.

- a. **Closing Documents.** Closing is contingent upon delivery of Seller to Buyer in recordable form all instruments necessary to grant the easement over the portion of the Parcel as referenced in this Agreement. Such documents shall be executed and delivered to the Acquisition Agent for Buyer on or before the Closing Date.

9. **Miscellaneous Provisions.**

- a. **Notice.** All notices or deliveries required under this Agreement shall be hand-delivered or given by regular mail, or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

	<b>Seller</b>	<b>Buyer</b>
<b>Name:</b>	Bogey Boggy Creek 08 LLC	Orange County, Florida
<b>Physical Address:</b>	20 North Division Avenue Orlando, Florida 32801	400 East South Street, 5 <sup>th</sup> Floor Orlando, Florida 32801
<b>Mailing Address:</b>	1 Air Commerce Parkway Orlando, Florida 32827	P.O. Box 1339 Orlando, Florida 32801-1339
<b>Contact:</b>	Mike Stuart	Attn: Real Estate Management Division
<b>Phone:</b>	407-448-6826	407-836-7070

- b. **Florida Statutes.** Seller shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

- c. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

**d. Entire Agreement.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Seller and Buyer, made with respect to the matters herein contained, and when duly executed constitute the Agreement between Seller 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 such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

[Signatures on following pages]

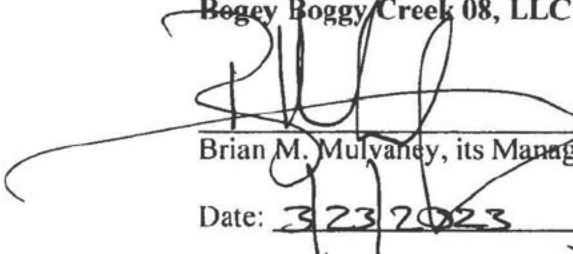
Instrument: 801.1  
Project: B-14 Pipeline Segment D

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

Seller and Buyer acknowledge that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's acquisition agent named below does not in and of itself nor in any way bind Buyer.

**SELLER**

**Bogey Boggy Creek 08, LLC**

  
\_\_\_\_\_  
Brian M. Mulyancy, its Managing Member

Date: 3/23/2023

Presented to Seller on behalf of Orange County by:

  
\_\_\_\_\_  
Steve Cochran, Acquisition Agent  
Orange County Real Estate Management Division

Date: 2/28/2023

Instrument: 801.1  
Project: B-14 Pipeline Segment D



**BUYER**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

*Bryan W. Burks*  
\_\_\_\_\_  
Jerry L. Demings,  
Orange County Mayor

Date: *11 July 2023*  
\_\_\_\_\_

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

BY: *Craig A. Stopysa*  
\_\_\_\_\_  
foi Deputy Clerk

*Craig A. Stopysa*  
\_\_\_\_\_  
Printed Name



**EXHIBIT A**

**Sketch and Description of Parcel**

**SCHEDULE "A"**

**PARCEL: 801  
PROJECT: BOGGY CREEK ROAD  
PURPOSE: DRAINAGE EASEMENT**

**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT A CORNER ON THE EASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, BEING A FOUND 3/4" IRON PIPE WITH A 2 1/2" ALUMINUM BERNTSEN DISK STAMPED "ORLANDO INTERNATIONAL AIRPORT LB 4741 BOUNDARY CORNER" AT STATE PLANE COORDINATE POSITION NORTING 1480315.90 AND EASTING 548157.79 BASED ON NORTH AMERICAN DATUM 83/90 ZONE 901 FLORIDA EAST; THENCE NORTH 43°48'40" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 3578.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 43°48'40" WEST, A DISTANCE OF 244.26 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 56°35'40" EAST, A DISTANCE OF 191.30 FEET; THENCE SOUTH 51°52'15" EAST, A DISTANCE OF 77.58 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9591, PAGE 2834 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE, RUN SOUTH 00°22'09" EAST, A DISTANCE OF 63.89 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE RUN NORTH 51°52'15" WEST, A DISTANCE OF 66.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,763 SQUARE FEET, MORE OR LESS.

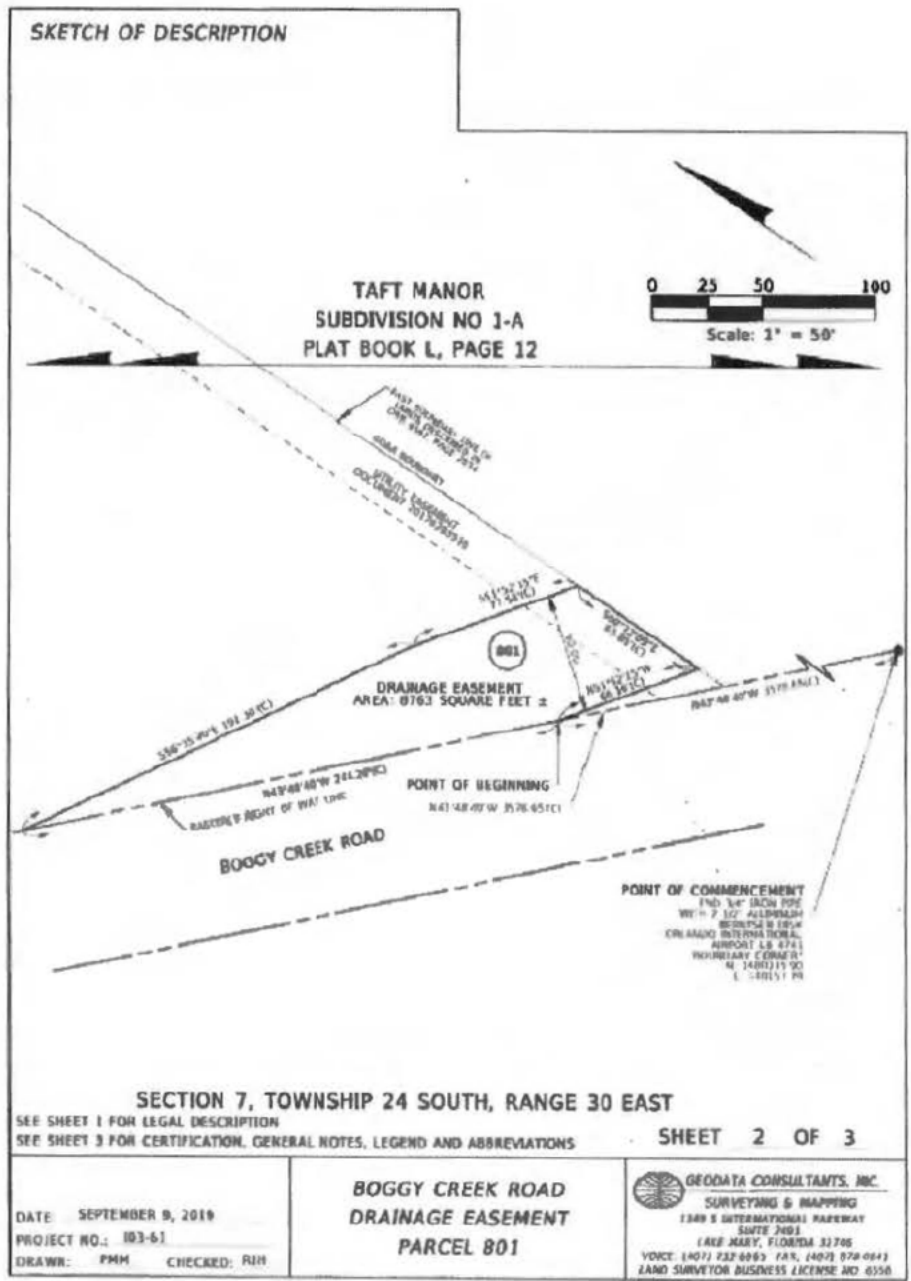
*OK  
Add  
6/10/2019*

SEE SHEETS 2 FOR SKETCH OF DESCRIPTION  
SEE SHEET 3 FOR CERTIFICATION, GENERAL NOTES, LEGEND AND ABBREVIATIONS

**SHEET 1 OF 3**

DATE: SEPTEMBER 9, 2019 PROJECT NO: 103 61 DRAWN: PMM (CHECKED): RH	<b>BOGGY CREEK ROAD DRAINAGE EASEMENT PARCEL 801</b>	 <b>GLODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 1100 S. HILTON ROAD, SUITE 200 TALLAHASSEE, FLORIDA 32310 PHONE: 904.222.1965 FAX: (904) 222-0991 WWW.GLODATA.COM
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Instrument: 801.1  
 Project: B-14 Pipeline Segment D



**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**


IC = CALCULATED  
 E = EASTING  
 FND = FOUND  
 GOAA = GREATER ORLANDO AVIATION AUTHORITY  
 N = NORTHING  
 NO = NUMBER  
 ORB = OFFICIAL RECORDS BOOK  
 ± = PLUS OR MINUS

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), ZONE 901, FLORIDA EAST, WITH THE EASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, HAVING A BEARING OF NORTH 43°48'40" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JULY 30, 2010, FILE NUMBER 2037-4404601/19 DB116, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH ARE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11-17, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 117 OF THE FLORIDA STATUTES SUBJECT TO NOTICES AND NOTATIONS SHOWN HEREON.		
UPDATED PARCEL NUMBER REVISION	PAM 11-18-2019 BY DATE	 H. Paul Robinson, Professional Land Surveyor No. 4958 DATE 5-27-21
DATE: SEPTEMBER 9, 2019 PROJECT NO: 103-61 DRAWN: PAM CHECKED: RJH	<b>BOGGY CREEK ROAD          DRAINAGE EASEMENT          PARCEL 801</b>	
 <b>GEODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 1399 S INTERNATIONAL PARKWAY SUITE 200 LAKY HART, FLORIDA 32746 PHONE (407) 732-0863 FAX (407) 618-0841 LAND SURVEYOR BUSINESS LICENSE NO. 8554		

2.1 61161221

**EXHIBIT B**  
**Form of Easement**

**DRAINAGE EASEMENT**

THIS INDENTURE, made as of the date signed below, between Bogey Boggy Creek 08, LLC, a Florida limited liability company, whose address is 20 North Division Avenue, Orlando, Florida 32801, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a non-exclusive easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

**SEE ATTACHED SCHEDULE "A"**

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

**a portion of 0S-24-30-0000-00-003 (the "Easement Area")**

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement. The GRANTOR, its heirs, successors, and assigns reserves and retains all rights and entitlements with respect to the Easement Area; however, the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted Easement Area that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

GRANTEE may at any time increase its use of the easement, change the location of ditches, pipes, or other facilities within the boundaries of the easement, or modify the size of existing ditches, pipes, or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the boundaries of the Easement Area.

Instrument: 801.1  
Project: B-14 Pipeline Segment D

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

WITNESSES:

"OWNER"  
Bogey Boggy Creek 08, LLC,  
a Florida limited liability company

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

NOT FOR SIGNATURE  
By: \_\_\_\_\_  
Brian M. Mulvaney, its Managing Member

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

(Signature of TWO witnesses required by Florida law)

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Brian M. Mulvaney. as Managing Member of Bogey Boggy Creek 08, LLC, a Florida limited liability company on behalf of the company. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

NOT FOR SIGNATURE

(Affix Notary Stamp)

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

\_\_\_\_\_  
Printed Notary Name  
Notary Public of:  
My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Mary Tiffault, a staff employee  
in the course of duty with the  
Real Estate Management Division of  
Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**REQUEST FOR FUNDS / CHECKS**

Under BCC Approval

Under Ordinance Approval

Date: June 7, 2023

Total Amount: \$69,484.00

Project: B-14 Pipeline Segment D

Parcel: 801

Charge to Account # [REDACTED]

Michael J. Drozek 6/9/23  
Controlling Agency Approval Signature Date

Printed Name: Michael J. Drozek  
Pat Davis 6-9-23  
Fiscal Approval Signature Date

Printed Name Pat Davis

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation  Post-Condemnation

N/A District # 3

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested
- Donation

NAME, ADDRESS, FEIN, ITEM, AND AMOUNT. (No Social Security No.)

Bogey Boggy Creek 08, LLC  
20 North Division Avenue  
Orlando, FL 32801  
FEIN - 26-1845362  
Purchase Price: \$69,440.00  
Orange County Comptroller  
Recording Fees: \$44.00

Total \$69,484.00

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- Copy of Executed Instruments
- Copy of Unexecuted Instruments
- Certificate of Value
- Settlement Analysis

Payable to: Bogey Boggy Creek 08, LLC \$69,440.00  
Orange County Comptroller \$44.00

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

Recommended by Steve Cochran Digitally signed by Steve Cochran  
Date: 2023.06.07 09:53:12 -04'00'  
Name and last name, Title, Real Estate Management Div. Date

Payment Approved Nemesie Esteves Digitally signed by Nemesie Esteves  
Date: 2023.06.07 15:44:38 -04'00'  
Name and last name, Assistant Manager, Real Estate Management Div. Date

or  
Payment Approved Mindy T. Cummings  
Mindy T. Cummings, Manager, Real Estate Management Div. Date 6/21/23.

Certified Mindy M. Fierco  
Approved by BCC for Deputy Clerk to the Board Date JUL 11 2023

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants Check No. / Date

REMARKS: Please Contact Steve Cochran @ 836-7903 if there are any questions.  
Anticipated Closing Date: As soon as checks are available.

APPROVED -  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 11 2023

Instrument: 801.1  
Project: B-14 Pipeline Segment D

### **DRAINAGE EASEMENT**

THIS INDENTURE, made as of the date signed below, between Bogey Boggy Creek 08, LLC, a Florida limited liability company, whose address is 20 North Division Avenue, Orlando, Florida 32801, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a non-exclusive easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

#### **SEE ATTACHED SCHEDULE "A"**

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

**a portion of 05-24-30-0000-00-003 (the "Easement Area")**

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement. The GRANTOR, its heirs, successors, and assigns reserves and retains all rights and entitlements with respect to the Easement Area not in conflict with GRANTEE's rights hereunder granted; however, the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted Easement Area that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

GRANTEE may at any time increase its use of the easement, change the location of ditches, pipes, or other facilities within the boundaries of the easement, or modify the size of existing ditches, pipes, or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the boundaries of the Easement Area.

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

WITNESSES:

"OWNER"

Bogey Boggy Creek 08, LLC,  
a Florida limited liability company

[Signature]  
Print Name: DONALD CIPOTTO

By: [Signature]  
Brian M. Mulvaney, its Managing Member

[Signature]  
Print Name: Kathy Moorehead

(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4th day of May, 2023 by Brian M. Mulvaney, as Managing Member of Bogey Boggy Creek 08, LLC, a Florida limited liability company on behalf of the company. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Affix Notary Stamp)

[Signature]  
Notary Signature



KATHY O. MOOREHEAD  
Commission # HH 378804  
Expires April 22, 2027

Kathy O Moorehead  
Printed Notary Name  
Notary Public of:  
My Commission Expires: 4-22-27

This instrument prepared by:  
Mary Tiffault, a staff employee  
in the course of duty with the  
Real Estate Management Division of  
Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393



**SCHEDULE "A"**

**PARCEL: 801**  
**PROJECT: BOGGY CREEK ROAD**  
**PURPOSE: DRAINAGE EASEMENT**

**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CORNER ON THE EASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, BEING A FOUND 3/4" IRON PIPE WITH A 2 1/2" ALUMINUM BERNTSEN DISK STAMPED "ORLANDO INTERNATIONAL AIRPORT LB 4741 BOUNDARY CORNER" AT STATE PLANE COORDINATE POSITION NORTHING 1480315.90 AND EASTING 548157.79 BASED ON NORTH AMERICAN DATUM 83/90 ZONE 901 FLORIDA EAST; THENCE NORTH 43°48'40" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 3578.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 43°48'40" WEST, A DISTANCE OF 244.26 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN SOUTH 56°35'40" EAST, A DISTANCE OF 191.30 FEET; THENCE SOUTH 51°52'15" EAST, A DISTANCE OF 77.58 FEET TO A POINT ON THE EAST BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9591, PAGE 2834 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE, RUN SOUTH 00°22'09" EAST, A DISTANCE OF 63.89 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE RUN NORTH 51°52'15" WEST, A DISTANCE OF 66.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,763 SQUARE FEET, MORE OR LESS.

*OK  
MML  
6/10/2021*

SEE SHEETS 2 FOR SKETCH OF DESCRIPTION  
SEE SHEET 3 FOR CERTIFICATION, GENERAL NOTES, LEGEND AND ABBREVIATIONS

**SHEET 1 OF 3**

DATE: SEPTEMBER 9, 2019  
PROJECT NO.: 103-61  
DRAWN: PMM CHECKED: RJH

**BOGGY CREEK ROAD  
DRAINAGE EASEMENT  
PARCEL 801**

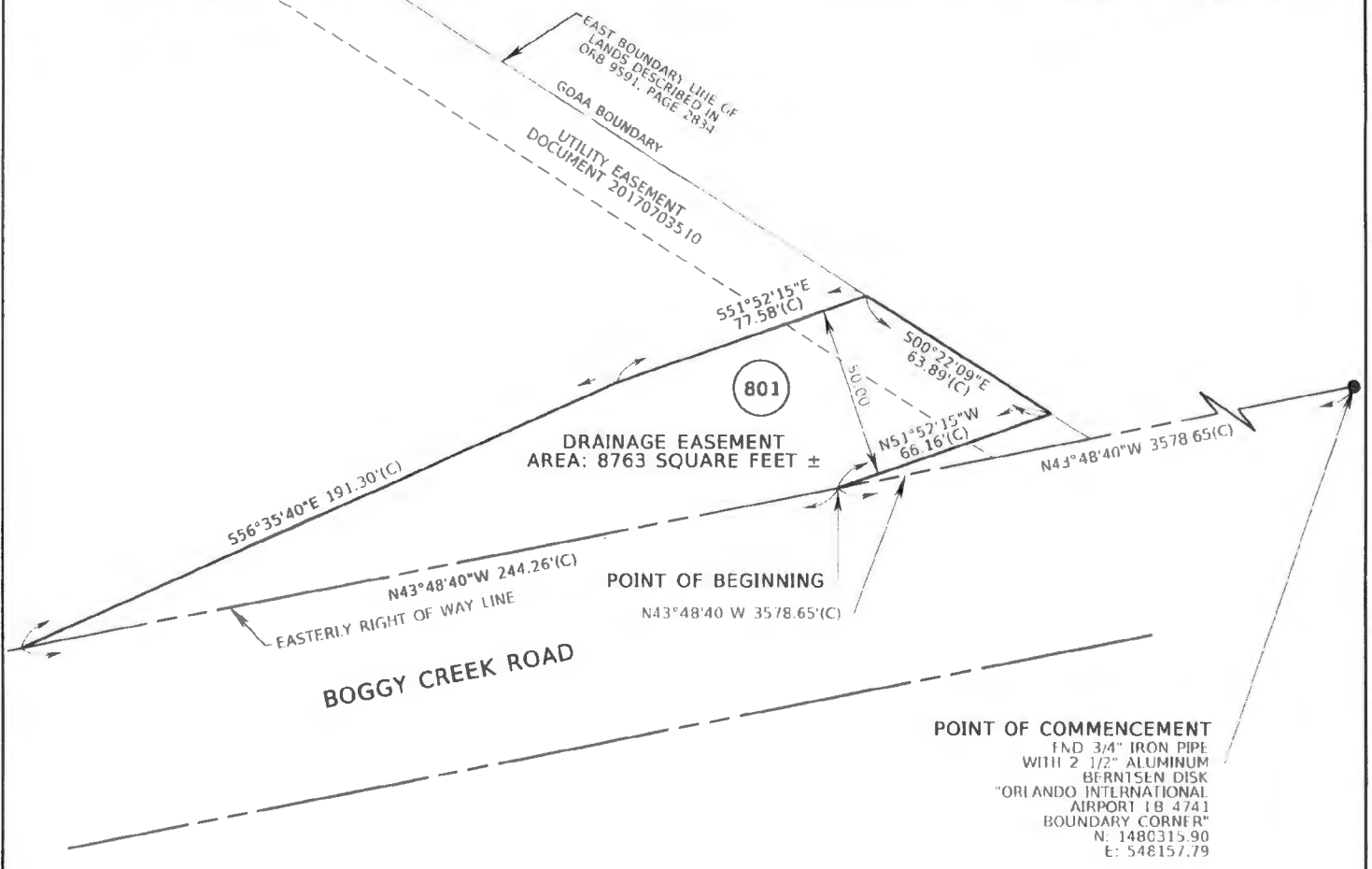
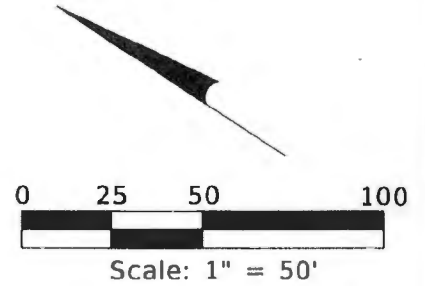


**GEODATA CONSULTANTS, INC.**  
**SURVEYING & MAPPING**  
1349 S INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: (407) 878 0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

*PH 6/16/2021*

SKETCH OF DESCRIPTION

TAFT MANOR  
SUBDIVISION NO 1-A  
PLAT BOOK L, PAGE 12



SECTION 7, TOWNSHIP 24 SOUTH, RANGE 30 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEET 3 FOR CERTIFICATION, GENERAL NOTES, LEGEND AND ABBREVIATIONS

SHEET 2 OF 3

DATE: SEPTEMBER 9, 2019  
PROJECT NO.: 103-61  
DRAWN: PMM CHECKED: RJH

BOGGY CREEK ROAD  
DRAINAGE EASEMENT  
PARCEL 801



GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: (407) 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

RH 011912-21

**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**


- (C) = CALCULATED
- E: = EASTING
- FND = FOUND
- GOAA = GREATER ORLANDO AVIATION AUTHORITY
- N: = NORTHING
- NO. = NUMBER
- ORB = OFFICIAL RECORDS BOOK
- ± = PLUS OR MINUS


**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), ZONE 901, FLORIDA EAST, WITH THE EASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD, HAVING A BEARING OF NORTH 43°48'40" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JULY 10, 2019, FILE NUMBER 2037-4404601/19.00116, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

**SHEET 3 OF 3**

UPDATED PARCEL NUMBER REVISION	PMM BY	11-18-2019 DATE	I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.   H. Paul deVivero, Professional Land Surveyor No. 4990 DATE 5-27-21
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DATE: SEPTEMBER 9, 2019 PROJECT NO.: 103-61 DRAWN: PMM CHECKED: RJH	<b>BOGGY CREEK ROAD DRAINAGE EASEMENT PARCEL 801</b>	 <b>GEODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 1349 S INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOIC: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556
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R 4 6/14/2021