



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1809, **Version:** 1

Interoffice Memorandum

DATE: November 25, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Jeffrey Reyes, Senior Acquisition Agent

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Purchase Agreement from Florida Conference Association of Seventh-day Adventists to Orange County, approval of Warranty Deed, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Purchase Agreement, disburse funds, and perform all actions necessary and incidental to closing for Texas Avenue (Holden Ave to Oak Ridge Road) Parcels 1056 and 7056. District 6. **(Real Estate Management Division)**

PROJECT: Texas Avenue (Holden Ave to Oak Ridge Road) Parcels 1056 and 7056

PURPOSE: To provide for access, construction, operation, and widening of an existing roadway.

ITEM:

Purchase Agreement

(Parcels 1056 and 7056)

Parcel 1056 Size: 8,823 square feet

Parcel 7056 Size: 505 square feet

Warranty Deed

BUDGET: Account No: 1023-072-5121-6110

REVENUE: None

FUNDS:

\$632,729.25 - Payable to The Closing City (Purchase price, title insurance, and closing costs)

APPROVALS:

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

REMARKS: This action is for the acquisition of a Fee Simple Parcel (Parcel 1056) and a Temporary Construction Easement (Parcel 7056) to facilitate the expansion of a two-lane roadway to an urban divided four-lane roadway.



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: December 19, 2024

TO: Mindy T. Cummings, Manager
Real Estate Management Division, BCC

FROM: David Rooney, Manager *RE for DR*
Comptroller Clerk of the BCC

SUBJECT: December 17, 2024, Administrative Services Department Consent Agenda
Item 26, Warranty Deed

The above-referenced document was approved by the BCC on December 17, 2024. The Comptroller Clerk's Office has not received the warranty deed for execution by the County Mayor, distribution, and filing for the record. If this document is not available, notify me in writing as to its status for our records.

Upon forwarding the document to the Comptroller Clerk's Office, attach a transmittal slip or cover memo to the attention of the Deputy Clerk, identifying the document by name, agenda item number, and date of BCC approval. I will process the document and file for the record as soon as it is received.

After 90 days, a pending documents list is routinely forwarded to the County Administrator's Office for review. Please expedite this request so the document can be processed and filed for the record timely. Your assistance in accounting for Board-approved documents is very much appreciated.

dr:re

dl: Jeffrey Reyes, Senior Acquisition Agent, Real Estate Management Division, BCC
[email]
Jeffrey J. Newton, County Attorney, BCC [email]
Carla Bell Johnson, Deputy County Administrator, BCC [email]
Pam Baumbach, Executive Assistant, Administrative Services Department, BCC
[email]
Laura F. Lee, Administrative Assistant, Real Estate Management Division, BCC
[email]
Pending File

DEC 17 2024

PURCHASE AGREEMENT

DISTRICT NUMBER: 6
PROJECT NAME: Texas Avenue
PROJECT LIMITS: Holden Ave to Oak Ridge Road
COUNTY: Orange
PARCEL NO.: 1056/7056



SELLER: Florida Conference Association of Seventh-day Adventists

BUYER: Orange County, a charter county and political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions of this Purchase Agreement (“Agreement”):

I. DESCRIPTION OF PROPERTY

a. **Estate Being Purchased (select all that apply):** Fee Simple Permanent Easement Temporary Easement

b. Real Property:

General Location The subject parent tract is located south of Wakulla Way and east of Texas Avenue, 5721 South Texas Avenue, in unincorporated Orange County, Florida.

Parent Tract Parcel ID: 22-23-29-7268-33-000

Parcel(s) # 1056 Fee Simple and 7056 Temporary Construction Easement

The Parcel is referred to as the “Property.”

Legal descriptions and descriptions of use is attached hereto as **Exhibit A**, incorporated herein by reference.

c. **Personal Property:** N/A

d. **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others:

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

N/A

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II. PURCHASE PRICE

a. Real Property

Land	1.	\$96,300.00
Improvements	2.	\$40,125.00
Real Estate Severance Damages	3.	\$305,485.00
Cost to Cure	4.	\$93,090.00

Total Real Property 5. \$535,000.00

b. Total Personal Property 6. \$0.00

c. Fees and Costs

Attorney Fees	7.	\$53,691.00
Appraiser Cost	8.	\$25,312.50
General Contractor Cost	9.	\$5,657.50
Professional Engineer Cost	10.	\$9,218.75
_____	11.	

Total Fees and Costs 12. \$96,879.75

d. Total Business Damages 13. \$ 0.00

e. Total of Other Costs 14. \$ 0.00

List:

f. Total Purchase Price 15. \$628,879.75
(Add lines 5, 6, 12, 13 and 14)

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III. CONDITIONS AND LIMITATIONS

- a. Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date (defined below) 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. If the conveyance occurs between November 1 and December 31 of the year of conveyance, 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, and the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.
- b. Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or which arise after closing as a result of actions of the Seller. The foregoing is not applicable to any temporary construction easements being acquired by Buyer.
- c. Seller shall maintain the property described in **Section I** of this Agreement until the day of closing or any holdover period (if applicable). The Property shall be maintained in the same condition existing on the date of this Agreement, except for reasonable wear and tear.
- d. This Property is being purchased in lieu of eminent domain proceedings. Buyer shall pay for recording the documents of conveyance and documents to clear title.
- e. Any occupancy of the Property described in **Section I** of this Agreement extending beyond the Closing Date shall be pursuant to a separate Post-Closing Occupancy Agreement between Buyer and Seller.
- f. Seller agrees that the Property described in **Section I** of this Agreement shall be conveyed to Buyer by Warranty Deed ("Deed") in substantially the same form attached hereto as **Exhibit B**, incorporated herein by reference shall be delivered on the Closing Date. Closing shall either take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place or completed as a "mail away" closing as shall be mutually agreed upon by Buyer and Seller ("Closing").
- g. Effective upon the Closing contemplated under this Agreement, except as otherwise expressly provided by this Agreement, Seller hereby releases, discharges, and acquits 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

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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 on non-monetary benefits pursuant to Section 73.092, Florida Statutes; (ii) claims for business damages pursuant to Chapter 73, Florida Statutes; and/or (iii) other claims, causes of actions, etc. that could have been raised by Seller (including without limitation under Chapters 73 and/or 74, Florida Statutes) had Buyer commenced eminent domain proceedings against Seller – which Seller has 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 Property described in **Section I** of this Agreement above.

- h.** Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this Agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- i.** Seller and Buyer agree that the Closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.
- j.** Seller and Buyer agree that this Agreement represents the full and final agreement for the herein described sale and purchase.
- k.** Buyer may, at its sole cost and expense, obtain a commitment for title insurance to ensure Buyer as purchaser of the Property in the amount of the purchase price, evidencing that marketable fee simple title to the Property is currently vested in the Seller, free and clear of all liens, encumbrances, or other matters of record.
- l.** Inspection Period. Buyer shall have one hundred twenty (120) days after the Effective Date, (the “Inspection Period”) to determine whether Buyer is willing to accept title to and acquire the Property from Seller. Seller agrees that during the Inspection Period, 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 Property, as described in the Due Diligence Contingency, attached hereto as **Exhibit C**, is a material condition of this Agreement and incorporated herein by this reference. 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. If during the Inspection Period Buyer decides, for whatever reason, in Buyer's sole and absolute discretion, not to proceed with the purchase of the Property, Buyer may, in

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Buyer's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period. Buyer reserves the right to extend the Inspection Period in its sole discretion for a period of up to an additional sixty (60) days, by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period.

- m.** Delegation of Authority. The Manager or Assistant Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required or allowed under, to sign amendments to this Agreement for the extension of the timeframes as set forth in this Agreement, perform all actions necessary and incidental to closing this Agreement, including an extension of the Closing Date, if needed, up to 120 days or to terminate the same for cause, and/or to perform all actions necessary and incidental to execute a Post-Closing Occupancy (if applicable) Agreement and enforce the terms of same.
- n.** The County agrees that the Project to be constructed by the County, of which Parcel(s) 1056 and 7056 will constitute a part, shall proceed in substantial conformity with the construction plans dated August 17, 2023 attached hereto as **Exhibit D**. Seller shall have the same remedies as would have been afforded to Seller had the conveyance occurred by condemnation and the matter resolved by verdict with said plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So. 2d 323 (Fla. 4th DCA 1974); cert. denied 310 So. 2d 745 (Fla. 1975). Revised South Texas Ave Construction drawings for Parcel Texas Ave Parcel 1056. Shown in "Figure 1". (Diagram showing the increase of the driveway to 24' and revised design to include the back of sidewalk drain inlets).
- o.** Owner gives, grants, bargain, and release to Orange County, a charter county and political subdivision of the state of Florida, "right of entry" to enter upon said lands to allow the construction of the 24' driveway (Figure 1.) on the seller's property as necessary for construction and repair activities with the work to be undertaken by Orange County, FL and/or its assigns, in conjunction with the construction of the South Texas Ave Project Road Construction project. This Right of Entry will expire in seven (7) years, or upon completion of construction activities, whichever occurs first, after the signing of this agreement.

IV. CLOSING DATE

The closing will occur no later than 30 days after the expiration of the Inspection Period ("Closing Date") (except to the extent that the Closing Date is extended by other provisions of this Agreement).

V. ACKNOWLEDGEMENT

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

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VI. SIGNATURES

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

Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate. The signature of Buyer's acquisition agent named below does not have authority to bind Orange County.

SELLER



Signature
Ryan Anos

Printed Name
Vice President

Title
11/7/2024

Date

Presented to Seller on behalf of Orange County by:



Agent Name, Sr. Acquisition Agent
Orange County Real Estate Management Division

Date: 11/06/2024

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VII. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Agency Acceptance as of the date last written below.

BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Jerry L. Demings

for Jerry L. Demings
Orange County Mayor

Date:

12/17/2024

(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

BY:

Jennifer Lara-Klimetz

for Deputy Clerk

Jennifer Lara-Klimetz

Printed Name

PURCHASE AGREEMENT

DISTRICT NUMBER: 6
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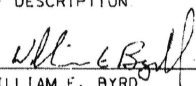
**EXHIBIT A
 LEGAL DESCRIPTION**

LEGAL DESCRIPTION			
SCHEDULE "A"			
PARCEL NUMBER: 1056			
<p>A PORTION OF THE NORTH HALF OF LOT 33, PLAN OF BLOCK "ONE" PROSPER COLONY, SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCE AT A RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°21'30" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PROJECTED SOUTHERLY FROM THE EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE AS DEPICTED ON PLAN OF BLOCK "ONE" PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 109, AND AS RECORDED IN OFFICIAL RECORDS BOOK 450, PAGE 614, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING THE SOUTH LINE OF THE AFORESAID NORTHWEST QUARTER, RUN NORTH 00°07'40" WEST, ALONG SAID PROJECTED LINE, A DISTANCE OF 50.00 FEET, TO A POINT ON SAID EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE; THENCE CONTINUE NORTH 00°07'40" WEST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 934.23 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF LOT 33 OF SAID PLAN OF BLOCK "ONE" PROSPER COLONY, AS RECORDED IN OFFICIAL RECORDS BOOK 5087, PAGE 2125, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH LINE OF THE NORTH HALF OF LOT 33, CONTINUE NORTH 00°07'40" WEST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE, A DISTANCE OF 321.41 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF WAKULLA WAY, SAID LINE ALSO BEING THE NORTH LINE OF LOT 33 AS RECORDED IN SAID PLAT BOOK D, PAGE 109; THENCE, DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE, RUN NORTH 89°17'27" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF WAKULLA WAY, A DISTANCE OF 86.71 FEET; THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE OF WAKULLA WAY, RUN SOUTH 01°21'50" WEST A DISTANCE OF 5.00 FEET TO A POINT ON A LINE RUNNING</p>			
(CONTINUED ON SHEET 2 OF 3)			
NOTE: BEARING STRUCTURE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°07'40" WEST, ASSUMED.		THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.	
WRITTEN BY: RRC	DATE: 11/01/10	SECTION: 22	TEXAS AVENUE - ORANGE COUNTY, FLORIDA
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc.
APPROVED BY:	REV.:	RANGE: 29E	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120
REV.:			DRAWING SCALE: N/A
			SHEET 1 OF 3 C.I.P. • 5027

RAH 11/17/2021

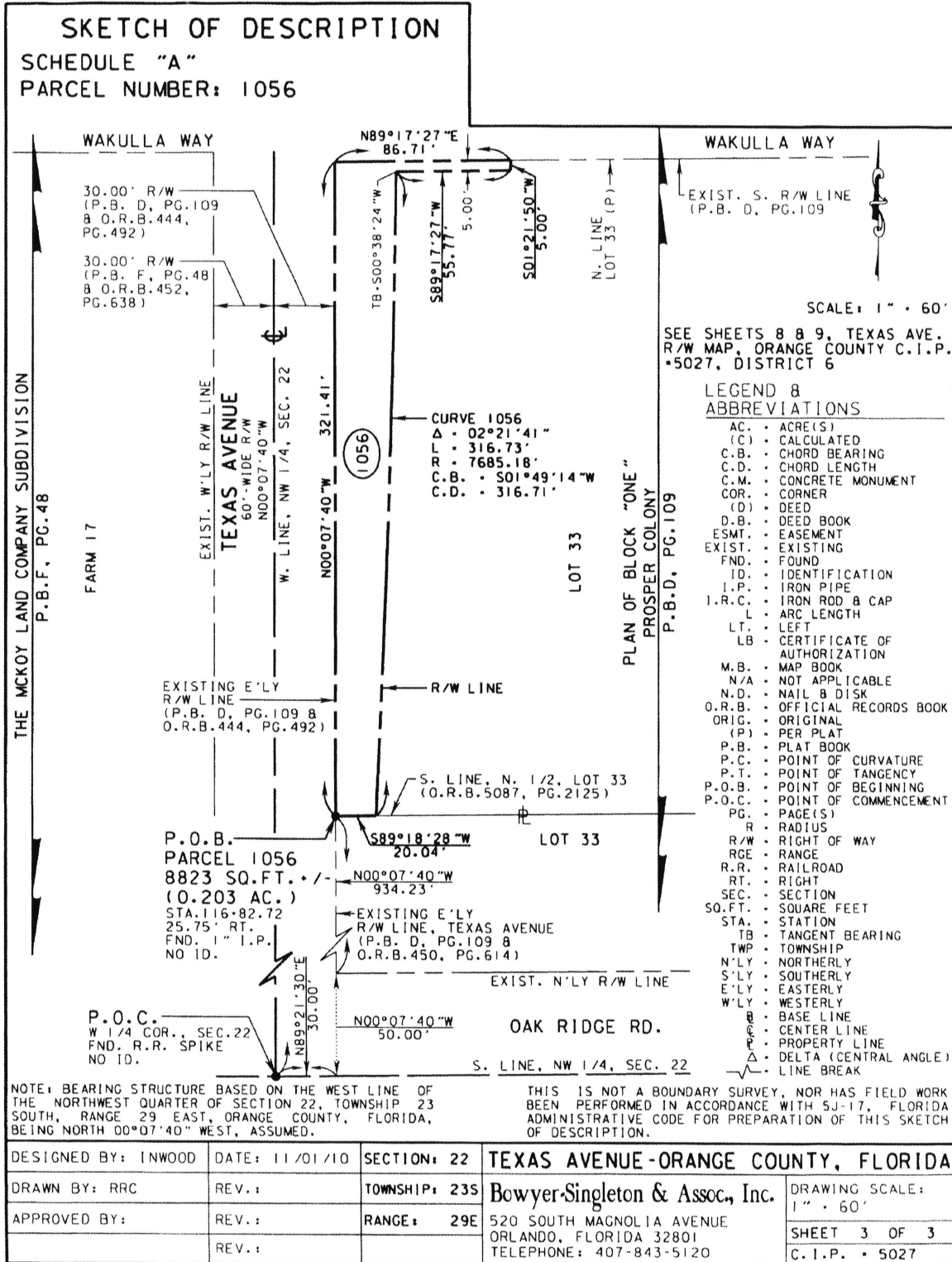
PURCHASE AGREEMENT

DISTRICT NUMBER: 6
 PROJECT NAME: Texas Avenue
 PROJECT LIMITS: Holden Ave to Oak Ridge Road
 COUNTY: Orange
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LEGAL DESCRIPTION			
SCHEDULE "A" PARCEL NUMBER: 1056			
(CONTINUED FROM SHEET 1 OF 3)			
PARALLEL WITH AND 5.00 FEET SOUTHERLY OF, WHEN MEASURED PERPENDICULAR TO, SAID SOUTH RIGHT OF WAY LINE OF WAKULLA WAY; THENCE RUN SOUTH 89°17'27" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 55.77 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,685.18 FEET, A CHORD BEARING OF SOUTH 01°49'14" WEST, AND CHORD DISTANCE OF 316.71 FEET; THENCE, FROM A TANGENT BEARING OF SOUTH 00°38'24" WEST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°21'41", A DISTANCE OF 316.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE NORTH HALF OF LOT 33; THENCE RUN SOUTH 89°18'28" WEST, ALONG SAID SOUTH LINE OF THE NORTH HALF OF LOT 33, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING.			
CONTAINING 8,823 SQUARE FEET OR 0.203 ACRES, MORE OR LESS			
THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH SJ-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION			
		1/24/11	
WILLIAM E. BYRD FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER 5442 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801		DATE NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CERTIFICATE OF AUTHORIZATION NUMBER LB 1221	
NOTE: BEARING STRUCTURE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°07'40" WEST, ASSUMED.			
WRITTEN BY: RRC	DATE: 11/01/10	SECTION: 22	TEXAS AVENUE-ORANGE COUNTY, FLORIDA
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc.
APPROVED BY:	REV.:	RANGE: 29E	DRAWING SCALE: N/A
	REV.:		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120
			SHEET 2 OF 3 C.I.P. = 5027

PURCHASE AGREEMENT

DISTRICT NUMBER: 6
 PROJECT NAME: Texas Avenue
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LEGAL DESCRIPTION

SCHEDULE "A"
 PARCEL NUMBER: 7056

A PORTION OF THE NORTH HALF OF LOT 33, PLAN OF BLOCK "ONE" PROSPER COLONY, SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°21'30" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PROJECTED SOUTHERLY FROM THE EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE AS DEPICTED ON PLAN OF BLOCK "ONE" PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 109, AND AS RECORDED IN OFFICIAL RECORDS BOOK 450, PAGE 614, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING THE SOUTH LINE OF THE AFORESAID NORTHWEST QUARTER, RUN NORTH 00°07'40" WEST, ALONG SAID PROJECTED LINE, A DISTANCE OF 50.00 FEET, TO A POINT ON SAID EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE; THENCE CONTINUE NORTH 00°07'40" WEST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 934.23 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF LOT 33 OF SAID PLAN OF BLOCK "ONE" PROSPER COLONY, AS RECORDED IN OFFICIAL RECORDS BOOK 5087, PAGE 2125, OF SAID PUBLIC RECORDS; THENCE, DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE OF TEXAS AVENUE, RUN NORTH 89°18'28" EAST, ALONG SAID SOUTH LINE OF THE NORTH HALF OF LOT 33, A DISTANCE OF 20.04 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,685.18 FEET, A CHORD BEARING OF NORTH 02°24'56" EAST, AND CHORD DISTANCE OF 157.16 FEET; THENCE, DEPARTING SAID SOUTH LINE OF THE NORTH HALF OF LOT 33 FROM A TANGENT BEARING OF NORTH 03°00'05" EAST, RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'18", A DISTANCE OF 157.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,685.18 FEET, A CHORD BEARING OF NORTH 01°43'17" EAST, AND A CHORD DISTANCE OF 29.00 FEET; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'58", A DISTANCE OF 29.00 FEET; THENCE, DEPARTING SAID CURVE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: SOUTH 88°16'43" EAST, A DISTANCE OF 17.41 FEET; THENCE, SOUTH 01°43'28" WEST, A DISTANCE OF 29.00 FEET; THENCE, NORTH 88°16'43" WEST, A DISTANCE OF 17.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 505 SQUARE FEET
 OR 0.012 ACRES, MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

William E. Byrd 11/24/10
 WILLIAM E. BYRD DATE
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER 5442
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801

NOTE: BEARING STRUCTURE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING NORTH 00°07'40" WEST, ASSUMED.

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

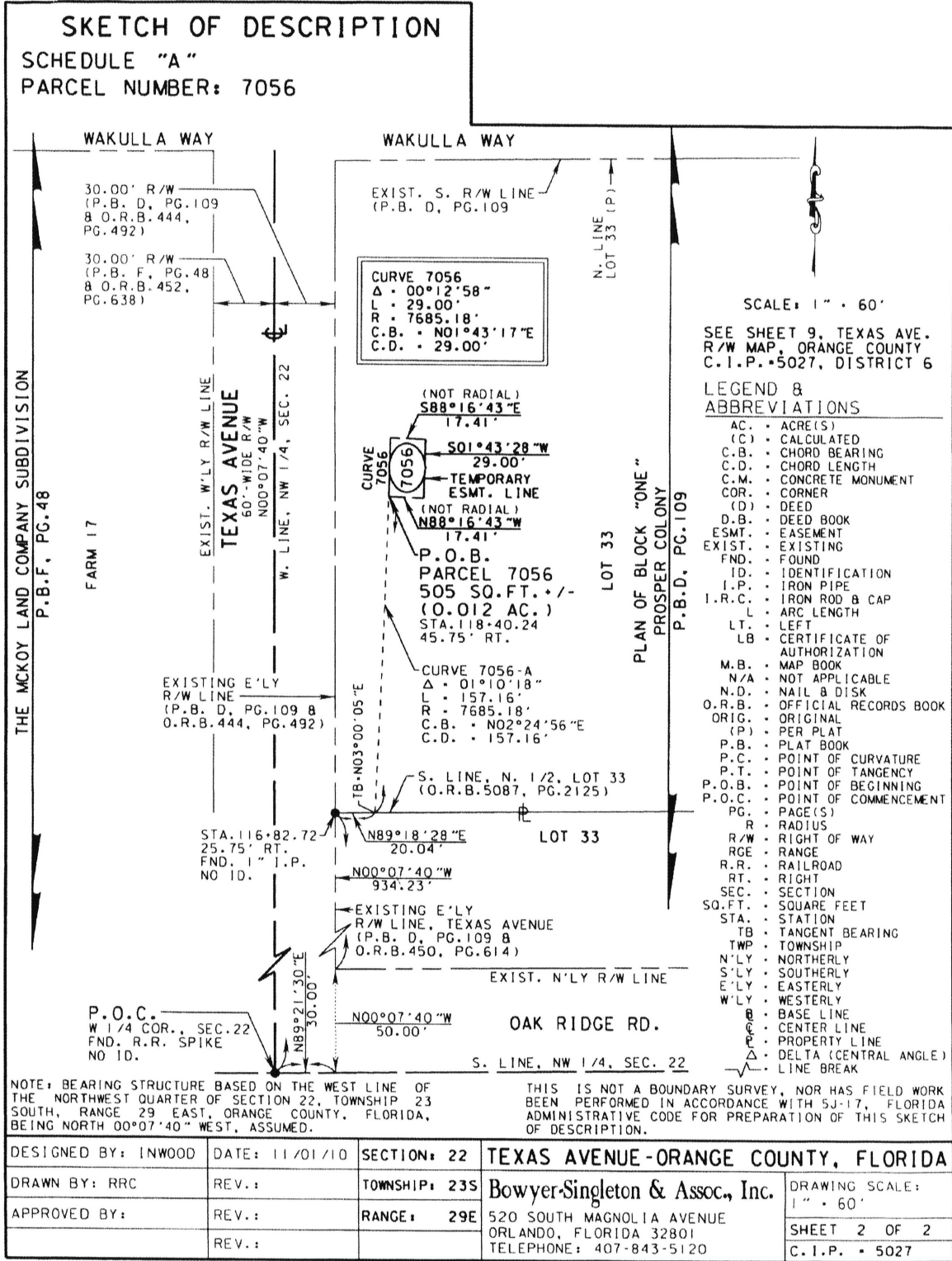
CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

WRITTEN BY: RRC	DATE: 11/01/10	SECTION: 22	TEXAS AVENUE - ORANGE COUNTY, FLORIDA	
DRAWN BY: RRC	REV.:	TOWNSHIP: 23S	Bowyer-Singleton & Assoc., Inc.	DRAWING SCALE: N/A
APPROVED BY:	REV.:	RANGE: 29E	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	SHEET 1 OF 2
	REV.:			C.I.P. - 5027

RAH 11/19/2021

PURCHASE AGREEMENT

DISTRICT NUMBER: 6
 PROJECT NAME: Texas Avenue
 PROJECT LIMITS: Holden Ave to Oak Ridge Road
 COUNTY: Orange
 PARCEL NO.: 1056/7056
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EXHIBIT B
FORM OF DEED

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

_____, 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

Property Appraiser's Parcel Identification Number:
a portion of

Instrument:
Project:

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by < owner's name >, a <state / type of entity >, whose address is _____, 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, 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 the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

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 the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it 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, 2023.

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Instrument:
Project:

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

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

<Name>,
a <state type of entity>

Signature

By: [Company name],
a [type of entity],
its [Manager]

Print Name

By: [Company name],
a [type of entity],
its [Manager]

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

By: _____
Signature

Print Name

WITNESS #2

Title

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, as _____, of _____, [add the Entities listed above in reverse order] on behalf of the <type of entity>. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____

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EXHIBIT C
Environmental Survey

I. Orange County may obtain a report ("**Environmental Survey**") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "**Consultants**"). Such Environmental Survey may include, but not be limited to, the following:

- a. contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials.
- b. apparent violation of environmental requirements upon or associated with activities upon the Property.
- c. the presence of any endangered or threatened species or plant life on the Property.
- d. whether the Property has any historical or archeological significance.
- e. potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

(all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**")

The Environmental Survey may include, without limitation, the results of:

- a. a site inspection.
- b. interviews of present occupants of the Property.
- c. a review of public records concerning the Property and other properties in the vicinity of the Property.
- d. a review of aerial photographs of the Property and other evidence of historic land uses.
- e. soil and/or ground water testing and/or analysis.
- f. asbestos testing and/or analysis.
- g. testing and/or analysis of any other apparently applicable environmental hazard or condition; and
- h. building inspection.

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Seller which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable

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opinion of the Consultants to conduct the Environmental Survey.

III. If requested by the Consultants, Seller will advise the Consultants with a written statement explaining the historical operation of the Property during Seller's ownership and will advise as to whether it is aware of any environmental contamination on the Property, or any underground storage tanks.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, and Orange County elects to conduct further testing on the Property then, Orange County, may extend the Inspection Period as set forth in the Agreement for such further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this Agreement shall be terminated upon notice to Seller of such unacceptability with no party to this Agreement having any further liability to any other.

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EXHIBIT D
Construction Plan

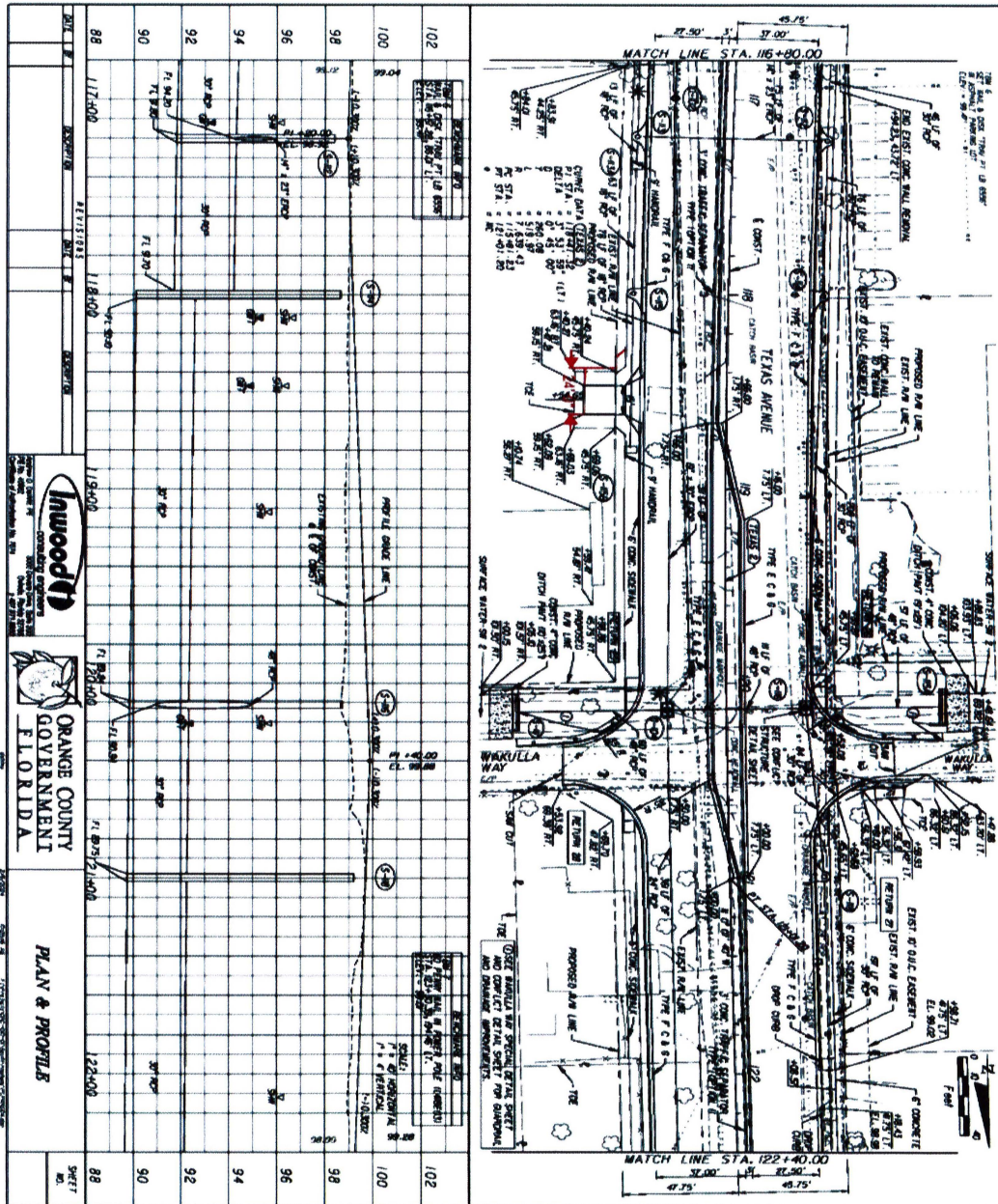


Figure 1.

REAL ESTATE MANAGEMENT REQUEST FOR FUNDS (RFF)

Project Name: Texas Avenue

Date: November 14, 26

Parcel #: 1056, 7056

District #: 6

Approval: BCC



Type of Transaction: Pre-Condemnation

Acquisition at Above Approved Appraisal

Total Amount: \$ 632,729.25

PAYABLE TO:

Charge to Account: 1023-072-5121-6110

Public Works Department

The Closing City
Attn: Anita Malick Esq.
4725 W Sand Lake Rd STE 301
Orlando Florida 32819
407-558-3480
FEIN 88-1237881

\$632,729.25 (Purchase price, title insurance and closing costs)

Total: \$632,729.25

DEC 11/20/24
Controlling Agency's Approval Signature:
Raymond Williams
Print Name and Title manager
[Signature] 11/20/24
Signature (must be wet ink) Date

Controlling Agency's Fiscal Approval Signature:
Belkys Jorge Fiscal Management
Print Name and Title analyst
[Signature] 11/30/24
Signature (must be wet ink) Date

SPECIAL INSTRUCTIONS

Wire Transfer

Form Prepared by:

Jeffrey Reyes

407-836- 7036

jeffrey.reyes @ocfl.net

REAL ESTATE MANAGEMENT APPROVAL

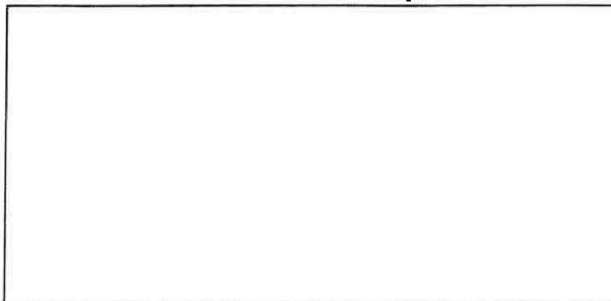
BCC APPROVAL

[Signature] 11/20/24
Luciana Mino, Assistant Manager. Date

[Signature] 12-17-24
for Deputy Clerk of the Board Signature Date

ORDINANCE Stamp

BCC Stamp



Real Estate Management Division Use Only Routing Checklist Approval Dates

Agency REM Mgmt. BCC _____ Finance _____