



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: February 7, 2024

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

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

FROM: Sara Solomon, Senior Title Examiner *SS/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 Shared Use Stormwater Pond Easement Agreement by and between Orange County and Dr. Phillips Inc. and Memorandum of Agreement of Grant of Exclusive Option to Repurchase and Right of First Refusal by and between Dr. Phillips Inc., and Orange County, and authorization to record instrument, and perform all actions necessary and incidental to closing.

PROJECT: Fire Station #31 (Dr. Phillips)

District 1

PURPOSE: To provide for access, operation, and maintenance of shared use stormwater pond facilities, in connection with development of a fire station site.

ITEMS: Shared Use Stormwater Pond Easement Agreement

Memorandum of Agreement of Grant of Exclusive Option to Repurchase and Right of First Refusal

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Fire Rescue Department

REMARKS: On August 8, 2023, the Board approved the purchase of 1.612 acres of property in central Orange County off Banyan Boulevard, with Parcel ID 22-23-28-0000-00-014 (Property), from Dr. Phillips Inc. (Seller) for the construction of the new Fire Station #31. As a condition of the Purchase and Sale Agreement, the parties agreed to enter into a Shared Use Stormwater Pond Easement Agreement for an existing pond located on the Property previously constructed by the Seller. In addition, the parties agreed to record Memorandum of Agreement of Grant of Exclusive Option to Repurchase and Right of First Refusal to document the terms contained within the Purchase and Sale Agreement, whereby if County does not commence construction of the fire station within five years of closing, and grants to Seller, Right of First Refusal to purchase Property, in the event that the County desires to sell the property. Right of First Refusal automatically terminates 20 years from the closing date.

These documents are part of the closing package to acquire this property. Once executed they will be provided to the title company as part of the closing documents for the anticipated closing in March. They will not be recorded until closing. Seller to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 20 2024

DOC # 20240133773
03/06/2024 13:10 PM Page 1 of 9
Rec Fee: \$78.00
Deed Doc Tax: \$0.70
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

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

Sara Solomon 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

THIS IS A DONATION

Property Appraiser's Parcel Identification Number:
22-23-28-0000-00-014

Project: Fire Station #31

SHARED USE STORMWATER POND EASEMENT AGREEMENT

THIS SHARED USE STORMWATER POND EASEMENT AGREEMENT, this ("Agreement"), effective as of the latest day of execution (the "Effective Date"), is entered into by and between ORANGE COUNTY ("Owner"), a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and DR. PHILLIPS INC., ("Dr. Phillips") a Delaware not for profit corporation, authorized to transact business in the state of Florida with its principal place of business at 7400 Dr. Phillips Boulevard, Orlando, Florida, 32819. (Owner and Dr. Phillips may hereinafter be collectively referred to individually as a "Party" and collectively as the "Parties").

RECITALS

- A. County is the sole owner in fee simple of the property ("Exhibit A")
- B. The Stormwater Pond was constructed as a part of the Application for Building/Land Use Permit #B15902007, dated May 25, 2015, based on the Stormwater System Design Report that was attached to said Permit ("Pond Improvements").
- C. Pursuant to the Agreement for Sale and Purchase, approved by Orange County Board of County Commissioners on August 8, 2023, (hereinafter defined), the property

contains a stormwater pond (the “Stormwater Pond”) that will be shared by Orange County and Dr. Phillips.

- D. In accordance with the Agreement for Sale and Purchase, Dr. Phillips will cooperate with Orange County to satisfy the conditions listed in Section 8.1.8.
- E. County and Dr. Phillips desire to enter into this Agreement to serve as the agreement required by Section 8.1.8 (c) of the Agreement for Sale and Purchase for the Shared Use Stormwater Pond located upon the County parcel and to provide joint use of the Stormwater Pond by County and Dr. Phillips, all as more particularly set forth below.

NOW THEREFORE, The Parties have agreed that the Pond Improvements shall be used to serve both the Owner’s Property and the Dr. Phillips property, subject to the grant by Owner to Dr. Phillips, of certain terms and conditions of such shared use, as set forth below.

1. Shared Use Stormwater Pond Easement to Dr. Phillips. Owner hereby grants Dr. Phillips a perpetual, non-exclusive easement for Shared Use Stormwater Pond purposes (the “**Shared Use Stormwater Pond**”) over, under, upon, through, and across the real property more particularly described in **Exhibit “B”**, attached hereto and incorporated herein (the “**Shared Use Stormwater Pond Easement Area**”). This easement will only grant to Dr. Phillips the right to convey stormwater to the Stormwater Pond pursuant to and in compliance with any applicable permits or approval issues by Orange County, Florida, the applicable water management district or other governmental authorities with jurisdiction over the easement area.
2. Maintenance of Pond Improvements. Owner hereby agrees to inspect, maintain, repair, as necessary, all portions of the Pond Improvements (the “**Pond Maintenance**”), in perpetuity, in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.
3. Permits and Compliances; Hazardous Substances. The Parties shall ensure that all storm water discharges from the Parties’ respective properties comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, the Parties shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, federal code, law, statute, rules, regulation, and/or requirement to be discharged and/or released into or upon the Pond Improvements from the Parties’ respective properties. In the event of any discharge and/or release in violation of this paragraph, the offending Party shall have thirty (30) days after the discovery of such, whether by the offending Party, or by virtue of notice from the non-offending Party or another person or entity, to remedy the non-compliance, or cause same to occur, at offending Party’s expense. Notwithstanding the foregoing, if the non-compliance is not reasonably susceptible to cure within such 30-day period, and so long as the offending Party continues to exercise reasonable and diligent efforts to remedy the non-compliance, the non-offending Party shall grant the offending Party such additional period of time as reasonably necessary for the offending Party to remedy the non-compliance.

4. Covenants Running with the Land. All of the covenants, obligations, terms, agreements, and restrictions set forth herein are intended to be, and shall be constructed as, covenants running with Owner's Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon any person, firm, corporation, or entity who may become a successor in interest to Owner's Property.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the Parties.

6. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically; within three (3) days after depositing within the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with FedEx or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

COUNTY	<i>With copies to:</i>
Orange County, Florida Attn: Manager, Real Estate Management Division 400 East South Street 5 th Floor Orlando, Florida 32801	Orange County, Florida Attn: Director Public Works Department 4200 S. John Young Parkway Orlando, Florida 32803
	Orange County, Florida Attn: County Attorney's Office 201 South Rosalind Avenue, 3 rd Floor P.O. Box 1393 Orlando, Florida 32801-1393
DR. PHILLIPS, Inc.	<i>With copies to:</i>
Attn: Kenneth D. Robinson, President 7400 Dr. Phillips Blvd. Orlando, Florida 32819-5146	Attn: Timothy R. Miedona, Esquire The Lowndes Law Firm 215 N. Eola Drive Orlando, Florida 32801
Mailing: P.O. Box 62709	

7. Recordation. This Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

8. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing, duly executed by the Parties hereto and with equal formality herewith.

9. 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, all 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.

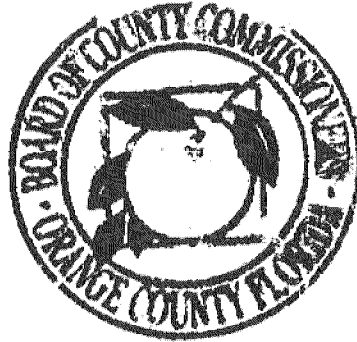
10. Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each Party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

11. 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.

12. 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, as amended from time to time.

Signatures continue on following pages

IN WITNESS WHEREOF, The Parties have signed and sealed these presents effective as of the day and year written below each signature.



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*
Atty Jerry L. Demings
Orange County Mayor

Date: 20 February 2024

ATTEST:

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

By: *Jennifer Jana-Kimete*
Deputy Clerk

Jennifer Jana-Kimete
Printed Name

Signature continue on following page

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

“OWNER”

DR. PHILLIPS, INC., a Delaware not for profit corporation

WITNESS #1

[Signature]
Signature

By: [Signature]
Kenneth D. Robinson
President

Timothy R. Miedona
Print Name

Mailing Address: 215 N. Eola Dr.

City: Orlando State: FL

Zip Code: 32801

WITNESS #2

[Signature]
Signature

Carol E. Murray
Print Name

Mailing Address: 215 N. Eola Dr.

City: Orlando State: FL

Zip Code: 32801

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of February, 2024, by Kenneth D. Robinson, as President of Dr. Phillips, Inc., a Delaware not for profit corporation, on behalf of the corporation. The individual is personally known to me or has produced Florida License as identification.

(Notary Stamp)



Carol E. Murray
Notary Public
State of Florida
Comm# HH060417
Expires 11/16/2024

[Signature]
Notary Signature
Carol E. Murray
Print Notary Name

Notary Public of: State of Florida
My Commission Expires: 11/16/2024

SKETCH OF DESCRIPTION

PARCEL: FS #31
PURPOSE: FIRE STATION #31 ORANGE COUNTY, FLORIDA
PARCEL ID 22-23-28-0000-00-014

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 390 OF THE PLAT OF SAND LAKE HILLS SECTION FOUR, AS RECORDED IN PLAT BOOK 7, PAGE 135, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BANYAN BOULEVARD, A 60 FEET RIGHT-OF-WAY, AS RECORDED ON THE SAID PLAT OF SAND LAKE HILLS SECTION FOUR; THENCE RUN SOUTH 00°26'59" EAST, ALONG THE EAST LINE OF LOTS 390 THROUGH 388 OF THE SAID SAND LAKE HILLS SECTION FOUR FOR A DISTANCE OF 245.01 FEET, TO A POINT ON A LINE PARALLEL WITH AND 245.01 FEET SOUTH OF THE SAID SOUTH RIGHT-OF-WAY LINE OF BANYAN BOULEVARD, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF LOTS 388 THROUGH 390, RUN SOUTH 89°55'44" EAST ALONG THE SAID PARALLEL LINE, FOR A DISTANCE OF 255.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD, AS RECORDED IN THE SAID PLAT OF SAND LAKE HILLS SECTION FOUR; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 00°26'59" EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD FOR A DISTANCE OF 272.11 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 2501, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD, RUN NORTH 89°55'44" WEST ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 2501, SAID LINE ALSO BEING A LINE PARALLEL WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF BANYAN BOULEVARD, FOR A DISTANCE OF 255.01 FEET, TO A POINT ON THE EAST LINE OF LOT 385 OF THE SAID SAND LAKE HILLS SECTION FOUR; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°26'59" WEST ALONG THE EAST LINE OF LOTS 385 THROUGH 388 OF THE SAID SAND LAKE HILLS SECTION FOUR, FOR A DISTANCE OF 272.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.593 ACRES (69,389 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD AS BEING SOUTH 00°26'59" EAST.

SYMBOLS AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST
- R/W = RIGHT-OF-WAY
- PID = PARCEL ID
- ESMT = EASEMENT
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- D.U = DRAINAGE AND UTILITY
- ORB = OFFICIAL RECORDS BOOK

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH
NOT VALID WITHOUT SHEET 2

CERTIFIED TO:	
1. ORANGE COUNTY, FLORIDA	_____
2.	_____
3.	_____
4.	_____

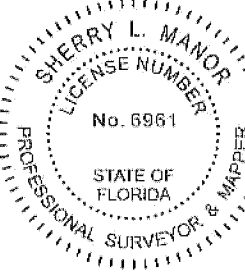


L & S
Diversified
Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSLEBERRY, FL 32707
PHONE: 407.681.3836 | WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

Digitally signed
by Sherry
Manor
Date:
2024.02.01
15:02:46 -05'00'



SHERRY LEE MANOR, PSM - LSH# 6961

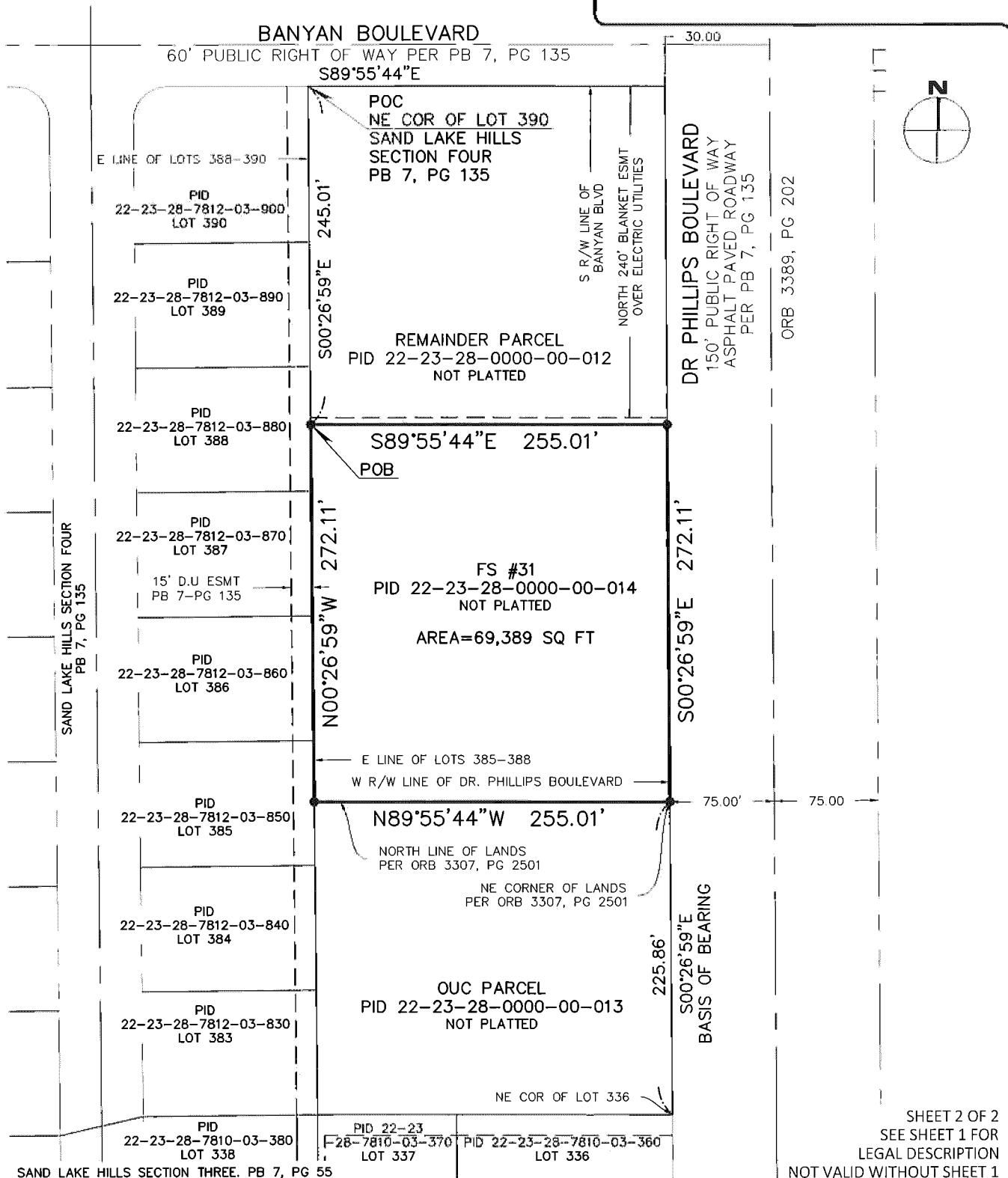
PROJECT DESCRIPTION			
PROJECT No.	230118	DRAWN DATE	2023 NOV 09
SURVEY BY	T MERRITT	REVIEWED BY	S MANOR
SURVEY DATE	2023 OCT 05	APPROVED BY	S MANOR
DRAWN BY	M.SANTAMARINA	CLIENT FILE No.	N/A
No	DATE	BY	DESCRIPTION
Δ1	2024 JAN 30	M.SANTAMARINA	UPDATED PARCEL ID PER OCPA
Δ2	2024 FEB 01	M.SANTAMARINA	ADDRESSED COUNTY COMMENTS

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.


SKETCH OF DESCRIPTION

PARCEL: FS #31
 PURPOSE: FIRE STATION #31 ORANGE COUNTY, FLORIDA
 PARCEL ID 22-23-28-0000-00-014



SHEET 2 OF 2
 SEE SHEET 1 FOR
 LEGAL DESCRIPTION
 NOT VALID WITHOUT SHEET 1

PROJECT DESCRIPTION			
PROJECT No.	230118	DRAWN DATE	2023 NOV 09
SURVEY BY	T MERRITT	REVIEWED BY	S MANOR
SURVEY DATE	2023 OCT 05	APPROVED BY	S MANOR
DRAWN BY	M.SANTAMARINA	CLIENT FILE No.	N/A
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L & S
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 Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
 PHONE 407 681 9836 | WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

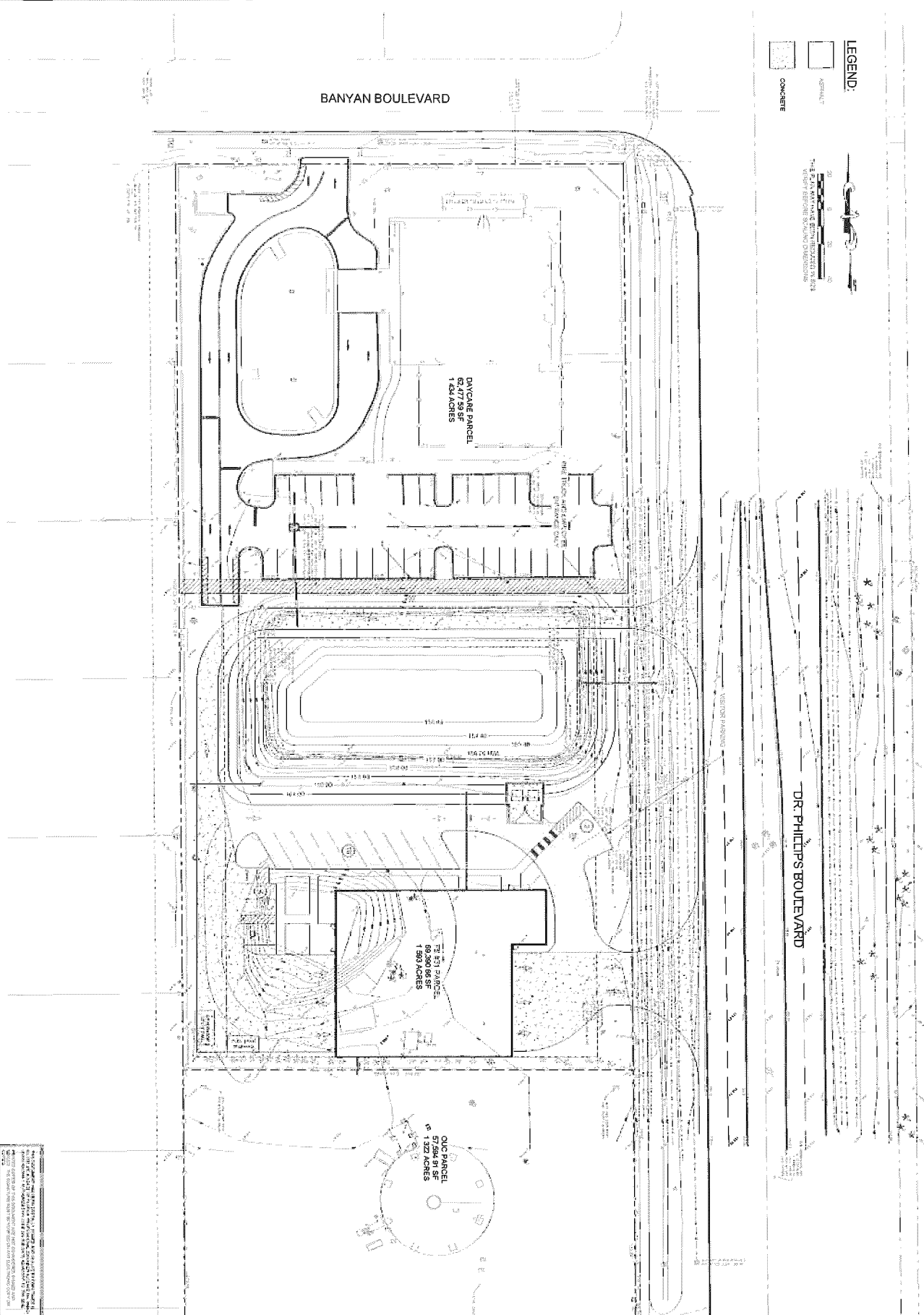
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

GRAPHIC SCALE



1 INCH = 100 FEET

Exhibit B



#	DATE	DESCRIPTION

**ORANGE COUNTY
 FIRE STATION #31**

KMF ARCHITECTS
 1000 N. GARDEN AVENUE
 SUITE 200
 ORLANDO, FL 32803
 (407) 841-1234
 WWW.KMFARCHITECTS.COM

CHILL ENGINEERING
 Design Studio, Inc.
 1000 N. GARDEN AVENUE
 SUITE 200
 ORLANDO, FL 32803
 (407) 841-1234
 WWW.CHILLDESIGN.COM

PROJECT # 2023.07.18
DATE 2023.07.18
SITE PLAN

C 200 01

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 20 2024

DOC # 20240133772
03/06/2024 13:10 PM Page 1 of 6
Rec Fee: \$52.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Project: Fire Station #31 (Dr. Phillips)
Parcel ID: 22-23-28-0000-00-014

**MEMORANDUM OF AGREEMENT
OF
GRANT OF EXCLUSIVE OPTION TO REPURCHASE
AND
RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF AGREEMENT OF GRANT OF EXCLUSIVE OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL, this ("Agreement"), effective as of the latest day of execution (the "Effective Date"), is entered into by and between DR. PHILLIPS INC., a Delaware not for profit corporation, authorized to transact business in the state of Florida with its principal place of business at 7400 Dr. Phillips Boulevard, Orlando, Florida, 32819, ("Seller") and ORANGE COUNTY ("Purchaser"), a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and (Seller and Purchaser may hereinafter be collectively referred to individually as a "Party" and collectively as the "Parties").

1. Seller and Purchaser entered into a certain Agreement for Sale and Purchase ("Agreement") on the 20th day of July, 2023, for the purchase of the following described property:

See attached "Exhibit A"

2. Purchaser closed on the Property on March 5, 2024 ("Closing Date").
3. Pursuant to the Agreement, Purchaser granted Seller an Exclusive Option to Repurchase the Property if Purchaser does not commence construction on a fire station within (5) years of the Closing Date ("Option Period"). The repurchase price for the Property shall be the Purchase Price paid by Purchaser for the Property (as set forth in the Agreement). Pursuant to the Agreement, commencement of construction shall be evidenced by issuance of a building permit from the authority having jurisdiction. The Option Period terminates upon commencement of construction of a fire station on the Property. The Exclusive Option to Repurchase the Property survived closing.
4. Pursuant to the Agreement, Purchaser also granted Seller a Right of First Refusal to purchase the Property pursuant to the terms set forth in the Agreement. However, if the

Right of First Refusal is not exercised by Seller, it shall automatically terminate twenty (20) years from the Closing Date. The Right of First Refusal to purchase the Property survived closing.

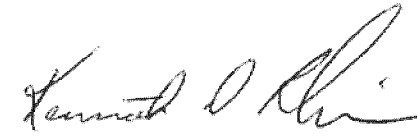
5. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed.
6. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Contract, the provisions of the Contract shall control.
7. The Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Contract.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
ACKNOWLEDGEMENTS AND SIGNATURES TO FOLLOW ON NEXT PAGE]**

Project: Fire Station #31 (Dr. Phillips)

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

SELLER
Dr. Phillips Inc.

By: 

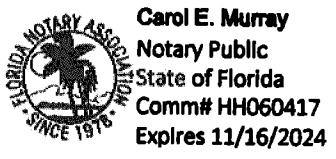
By: Kenneth D. Robinson, President

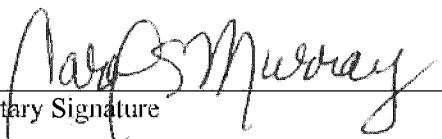
Date: February 29, 2024

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th of February, 2024, by Kenneth D. Robinson as President, on behalf of Dr. Phillips, Inc., a Florida not for profit corporation. The individual is personally known to me or has produced: Florida License as identification.

(Affix Notary Stamp)




Notary Signature
Carol E Murray
Printed Notary Name
Notary Public of: State of Florida
My Commission Expires: 11/16/2024

Project: Fire Station #31 (Dr. Phillips)

PURCHASER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Jerry L. Demings

Jerry L. Demings
Orange County Mayor

Date:

02/20/2024
(mm/dd/yyyy)

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

BY:

Jennifer Lam-Kimete
for Deputy Clerk

Jennifer Lam-Kimete
Printed Name

This instrument prepared by:
S. Solomon, 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

SKETCH OF DESCRIPTION

PARCEL: FS #31
 PURPOSE: FIRE STATION #31 ORANGE COUNTY, FLORIDA
 PARCEL ID 22-23-28-0000-00-014

LEGAL DESCRIPTION:

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SAID PARCEL CONTAINING 1.593 ACRES (69,389 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD AS BEING SOUTH 00°26'59" EAST.

SYMBOLS AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST
- R/W = RIGHT-OF-WAY
- PID = PARCEL ID
- ESMT = EASEMENT
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- D.U = DRAINAGE AND UTILITY
- ORB = OFFICIAL RECORDS BOOK

SHEET 1 OF 2
 SEE SHEET 2 FOR SKETCH
 NOT VALID WITHOUT SHEET 2

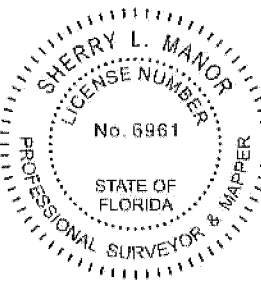
CERTIFIED TO:

1. ORANGE COUNTY, FLORIDA
- 2.
- 3.
- 4.



L & S Diversified
 Professional Surveyors and Mappers
 489 STATE ROAD 486 | SUITE 117 | CASSELBERRY, FL | 32707
 PHONE: 407.681.3836 | WWW.L&S.SURVEYOR.COM | INFO@L&S.SURVEYOR.COM
 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

Digitally signed
 by Sherry
 Manor
 Date:
 2024.02.01
 15:02:46 -05'00'



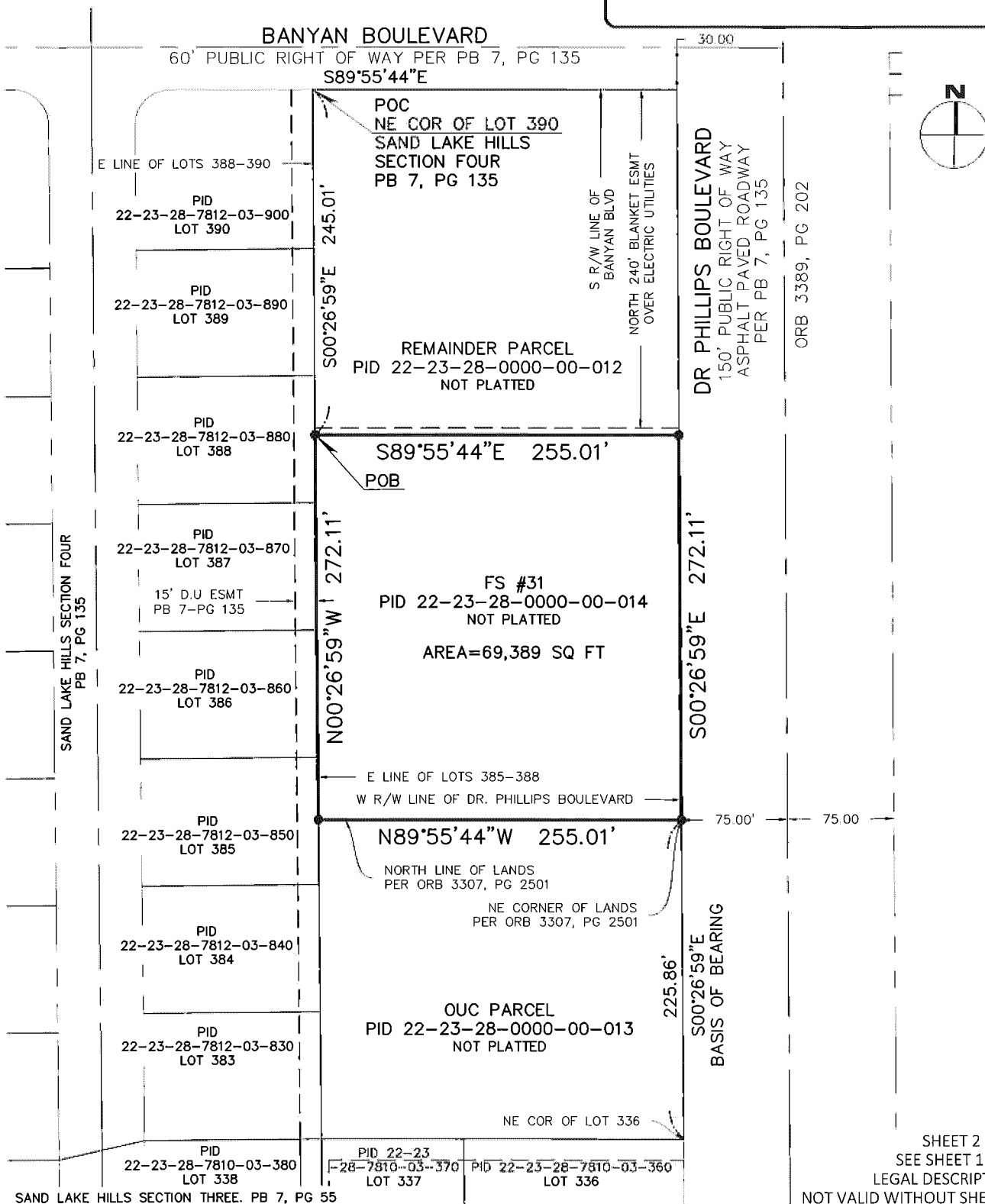
SHERRY LEE MANOR, PSM - LS# 6961

PROJECT DESCRIPTION			
PROJECT No.	230113	DRAWN DATE	2023 NOV 09
SURVEY BY	T. FERRETTI	REVIEWED BY	S. MANOR
SURVEY DATE	2023 OCT 05	APPROVED BY	S. MANOR
DRAWN BY	M. SANTAMARINA	CLIENT FILE No.	N/A
No	DATE	BY	DESCRIPTION
Δ1	2024 JAN 30	M. SANTAMARINA	UPDATED PARCEL ID PER OCPA
Δ2	2024 FEB 01	M. SANTAMARINA	ADDED COUNTY COMMENTS

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SKETCH OF DESCRIPTION

PARCEL: FS #31
 PURPOSE: FIRE STATION #31 ORANGE COUNTY, FLORIDA
 PARCEL ID 22-23-28-0000-00-014



SHEET 2 OF 2
 SEE SHEET 1 FOR
 LEGAL DESCRIPTION
 NOT VALID WITHOUT SHEET 1

PROJECT DESCRIPTION			
PROJECT No.	230118	DRAWN DATE	2023 NOV 09
SURVEY BY	T. MERRITT	REVIEWED BY	S. MANOR
SURVEY DATE	2023 OCT 05	APPROVED BY	S. MANOR
DRAWN BY	M. SANTAMARINA	CLIENT FILE No.	N/A
No.	DATE	BY	DESCRIPTION
Δ1	2024 JAN 30	M. SANTAMARINA	UPDATED PARCEL ID PER OCPA
Δ2	2024 FEB 01	M. SANTAMARINA	ADDRESSED COUNTY COMMENTS

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GRAPHIC SCALE

1 INCH = 100 FEET