



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: November 1, 2021

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

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

FROM: Kenneth T. Woods, Acquisition Agent *KTW/MTC*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

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

ACTION REQUESTED: Approval and execution of Real Estate Purchase Agreement between The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida and Orange County, Florida, Kennedy Boulevard (Forest City to Wymore Road Parcels 1026/8026/7026), and approval of Warranty Deed, Permanent Drainage Easement and Temporary Construction Easement between The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida and Orange County, Florida and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing

PROJECT: Kennedy Boulevard (Forest City Rd to Wymore Rd)

District 2

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

ITEMS: Real Estate Purchase Agreement between The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida and Orange County, Florida, Kennedy Boulevard (Forest City to Wymore Road Parcels 1026/8026/7026)

Warranty Deed (Instrument 1026.1)

Parcel: 1026
Cost: \$533,509.94
Size: 30,231 square feet

Permanent Drainage Easement (Instrument 8026.1)

Parcel: 8026
Cost: \$2,700.00
Size: 200 square feet

Temporary Construction Easement (Instrument 7026.1)

Parcel: 7026
Cost: \$6,300.00
Size: 309 square feet

BUDGET: Account No.: 1023-072-3096-6110

FUNDS: \$542,509.94 Payable to The School Board of Orange County
(purchase price)

\$157.50 Payable to Orange County Comptroller
(recording fees)

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

REMARKS: The property and easements to be acquired is for the widening of Kennedy Boulevard between Forest City Road and Wymore Road. Orange County approved the project at its March 21, 2000 board meeting. This project is under the threat of condemnation.

Seller is exempt from paying property taxes or document stamps.

Orange County to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 16 2021

REAL ESTATE PURCHASE AGREEMENT

Between

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and
political subdivision of the State of Florida,
as Seller**

and

**ORANGE COUNTY, a charter county and political subdivision of the State of Florida,
as Purchaser**

**Kennedy Boulevard (Forest City Road to Wymore Road)
Parcels 1026/8026/7026**

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| Section 1 - Recitals | 3 |
| Section 2 - Agreement to Buy and Sell | 3 |
| Section 3 - Property | 4 |
| Section 4 - Purchase Price and Method of Payment | 4 |
| Section 5 - Survey and Title Matters | 4 |
| Section 6 - Inspection Period | 6 |
| Section 7 - Conditions Precedent to Purchaser's Obligation to Close | 7 |
| Section 8 - Closing Date and Closing Procedures and Requirements | 7 |
| Section 9 - Warranties and Representations of Seller | 8 |
| Section 10 - Warranties and Representations of Purchaser | 9 |
| Section 11 - Seller's Affirmative Covenants | 10 |
| Section 12 - Purchaser's Affirmative Covenants | 10 |
| Section 13 - Defaults | 10 |
| Section 14 - Possession of Property | 11 |
| Section 15 - Condemnation | 11 |
| Section 16 - Broker | 11 |
| Section 17 - Notices | 12 |
| Section 18 - General Provisions | 13 |
| Section 19 - As-Is Disclaimer | 14 |
| Section 20 - Survival of Provisions | 15 |
| Section 21 - Severability | 15 |
| Section 22 - Attorneys' Fees | 15 |
| Section 23 - Counterparts and Electronic Signatures | 15 |
| Section 24 - Non-Substantial Amendment to Agreement | 15 |
| Section 25 - Effective Date | 15 |

SCHEDULE "A" Legal Description of Property; Parcel 1026, Parcel 7026 along with **SCHEDULE "B"** and Parcel 8026 along with **SCHEDULE "B"**.

SCHEDULE "C" Special Warranty Deed Form, Drainage Easement Form and Temporary Construction Easement Form

REAL ESTATE PURCHASE AGREEMENT
Kennedy Boulevard (Forest City Road to Wymore Road)
Parcels 1026/8026/7026

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 (“**Seller**”), 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 (“**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain parcel of real property consisting of approximately 30,739.64 square feet located in Orange County, Florida and more particularly described and depicted on Schedule “A” attached hereto and incorporated herein by this reference (the “**Property**”);

WHEREAS, Seller wishes to sell to Purchaser and Purchaser desires to purchase from Seller fee simple interest approximately 30,230.64 square feet known as Parcel 1026, and approximately 200 square feet in a perpetual non-exclusive drainage easement known as Parcel 8026 with attached Schedule “B” (the “**Drainage Easement**”), and approximately 309 square feet in a non-exclusive temporary construction easement for a period of seven (7) years known as Parcel 7026 with attached Schedule “B” (the “**TCE**”), forms of all the above conveyances are attached hereto as Schedule “C”; and

WHEREAS, Purchaser, on the terms and conditions set forth below, wishes to purchase the Property from Seller for the purpose of developing the Property as right-of-way improvements (“**Purchaser’s Intended Use**”); and

WHEREAS, Purchaser and Seller desire to enter into this Agreement memorializing the terms and conditions of the sale and purchase of the Property.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Buy and Sell**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, in the manner and upon the terms and conditions set forth in this Agreement.

3. **Property.** For purposes of this Agreement the term "Property" shall also include all of Seller's right, title and interest in, to and under: (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) all permits, approvals, authorizations, development rights, drainage rights, entitlements, vested rights, benefits, rights, privileges, exemptions, impact, and licenses relating to, associated with or affecting any such Property, which Seller approves, (iv) all right, title and interest of Seller in and to any easement, street, road, alley or avenue adjoining such Property, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property.

4. **Purchase Price and Method of Payment.** The purchase price to be paid by Purchaser to Seller for the Property, including the conveyance of the Drainage Easement and the TCE ("Purchase Price") shall be the sum of Five Hundred and Forty-Two Thousand and Five Hundred and Nine 94/100 Dollars (\$542,509.94). The Purchase Price includes Purchaser paying for a remainder property boundary survey in the amount of \$5,284.94 and the Seller's property appraisal in the amount of \$6,825.00. The Purchase Price shall be paid to Purchaser via check or wire transfer at the Closing (hereinafter defined), subject to any additional appropriate credits, adjustments and proration as herein below provided.

5. **Survey and Title Matters.**

a. **Survey.** Within thirty (30) days after the Effective Date, Purchaser may, at its cost, obtain a recertified or new current survey of the Property (the "Survey") prepared by a registered surveyor, licensed in the State of Florida (the "Surveyor"). The Survey shall locate all improvements, if any, situated upon the Property and shall locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-of-way and other man-made objects, and locate all other matters not of record which are ascertainable by a visual inspection of the Property. The Survey shall identify any portion of the Property which is within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the applicable Water Management District or any agency of Orange County. The Survey shall also determine and certify within one-one hundredth (1/100th) of an acre the total acreage contained within the boundaries of the Property. The Survey shall be certified to Purchaser, Seller, and First American Title Insurance Company (the "Title Company"), and shall certify that such Survey was prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 5J-17 of the Florida Administrative Code and Section 427.027 of the Florida Statutes. The Survey shall, at Purchaser's option, also contain such other matters as are required by the Title Company. The Surveyor's seal shall be affixed to the Survey.

The parties acknowledge that the Property as a stand-alone parcel has not previously been surveyed and that, subject to written approval by both parties, the legal description resulting from such Survey shall be substituted for the depiction/description of the Property set forth in **Exhibit "A"** and such substituted legal description shall be used in the deed and other documents to be delivered by Seller to Purchaser and/or the Title Company at the Closing. However, the above-referenced process for finalizing the legal description of the Property shall not serve as grounds for reducing or increasing the Purchase Price and shall not serve as grounds for Seller to terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Purchaser and Seller hereby waive any claim or defense that this Agreement is not binding and enforceable due to the lack of specificity in the legal description of the Property at the time the Agreement was executed.

b. Title Insurance. Within twenty (20) days after the Effective Date, Purchaser may obtain and deliver to Seller, at Purchaser's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from the Title Company. The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure Purchaser's fee simple title to the Property, together with any appurtenant easements.

c. Title and Survey Objection. Within ten (10) days after the receipt of the latter of the Survey or the Title Commitment, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser (other than encumbrances of an ascertainable amount which aggregate less than the Purchase Price which shall be paid from the proceeds of sale and shall be released as of the Closing Date (as hereinafter defined), which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller shall have no obligation to cure, or expend any funds to cure, any of the Title Defects. In the event Seller fails or refuses to cure any Title Defect, then Purchaser may, at its option by delivering written notice thereof to Seller (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title to the Property subject to such Title Defect.

d. No Additional Encumbrances. From and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of Closing hereunder.

e. Deed Restriction. The Property shall have imposed thereon the following use restriction (the "**Use Restriction**"):

"By acceptance of this deed, Grantee agrees that the Property shall only be used for right-of-way improvements, any ancillary or related uses thereto, or any other administrative uses of Orange County, Florida ("**County Use**") and shall not be used for any other use which would constitute a public nuisance or threat to the health, safety and welfare to the students, staff and visitors of or to Palmetto Elementary School, or any other adjacent school site as identified in the Orange County School Siting Ordinance or Florida Statutes ("**Restricted Uses**"). Further, the foregoing use restriction shall run with title to the Property for a term of ninety-nine (99) years after the date of recording of this deed or the maximum number of years allowable by law (the "**Term**").

If during the Term, the Property is used for any of the Restricted Uses, Grantor may elect, any remedies available to the Grantor in law or equity, including, without limitation, specific performance, or to repurchase the Property at a purchase price equal to the purchase price paid by Grantee for the purchase of the Property.

In such event, Grantor shall notify Grantee in writing of its intent to exercise its right to repurchase the Property (the “Repurchase Notice”). Within thirty (30) days of Grantee’s receipt of the Repurchase Notice, the parties shall negotiate in good faith to enter into a repurchase agreement based on the customary and standard terms for an arm’s length transaction of this nature or if such repurchase agreement cannot be agreed upon in form then the parties shall use the then current FARBAR form commercial contract. Notwithstanding the foregoing, in the event Grantee desires to cease operation of the Property for the County Use or otherwise sell, convey or transfer the Property to a third party, Grantee shall provide written notice to Grantor of such use or conveyance (“Sale Notice”) and in such event, Grantor shall have the right of first refusal and shall have ninety (90) days from Grantor’s receipt of the Sale Notice to deliver to Grantee a Repurchase Notice.”

The terms of this Section 5.e. shall survive Closing.

6. Inspection Period.

a. Purchaser shall have thirty (30) days after the Effective Date (“**Inspection Period**”), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser’s Intended Use. During the Inspection Period, Purchaser may, in Purchaser's sole discretion and at Purchaser’s expense, perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property intended by Purchaser or require Purchaser to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property for Purchaser’s Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Property, stormwater management, zoning and development standards, impact and development fees, drainage conditions, soils, other environmental factors, wastewater and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

As used herein, “Hazardous Substances” shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, “CERCLA”, “RCRA”, or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as “Environmental Laws”).

In the event Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to develop the Property for Purchaser’s Intended Use or that it is not satisfied as to any other matter set forth in Section 6.a. above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the

Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event Purchaser fails to notify Seller in writing prior to the expiration of the Inspection Period that Purchaser is not satisfied, in Purchaser's sole discretion, with Purchaser's inspections of the Property and that Purchaser intends to terminate this Agreement, Purchaser's failure to provide such notice shall be deemed an acceptance of the Property. In the event Purchaser terminates this Agreement prior to the expiration of the Inspection Period, this Agreement shall be deemed null and void and of no further force and effect. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Purchaser, to terminate this Agreement and furnish any necessary notice required pursuant to this section.

b. **Drainage.** During the Inspection Period, Purchaser shall verify and confirm that adequate stormwater storage for the Property has been permitted and is available off-site as a master stormwater system on the adjacent real property owned by the Seller. Seller makes no representations or warranties as to the capacity, use or availability of any off-site stormwater system for the Property.

7. Conditions Precedent to Purchaser's Obligation to Close.

a. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

i. The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined).

ii. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

iii. The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event.

b. **Waiver of Conditions to Close.** Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller. Except as to the condition waived, no waiver shall reduce the rights or remedies of Purchaser by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Seller. The Manager of the Orange County Real Estate Management Division is hereby authorized to sign the written waiver on behalf of the Purchaser, if needed. In the event any of the foregoing Conditions to Close or other conditions to this Agreement are not fulfilled or waived prior to the date of Closing, Purchaser may elect to: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without an adjustment to the Purchase Price accordingly.

8. Closing Date and Closing Procedures and Requirements.

a. **Closing Date.** The closing (the "**Closing**") shall occur upon the later of (i) fifteen (15) days after the expiration of the Inspection Period or (ii) fifteen (15) days after satisfaction of the Conditions to Close, but in no event later than December 31, 2021, unless otherwise mutually agreed upon by the parties ("**Closing Date**"), by mail or electronic means. The Title Company shall prepare all documents for Closing and act as the closing agent ("**Closing Agent**").

b. Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a special warranty deed conveying fee simple marketable record title to Parcel 1026 to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever (“Deed”), substantially in form attached in SCHEDULE “C” and, a drainage easement, substantially in the form attached in SCHEDULE “C” conveying a non-exclusive perpetual drainage easement to Parcel 8026 free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, and a temporary construction easement, substantially in the form attached in SCHEDULE “C” conveying a non-exclusive temporary construction easement to Parcel 7026 for a period of seven (7) years free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

c. Prorating of Taxes and Assessments. As governmental entities, Seller and Purchaser shall not be subject to any real property ad valorem taxes, general assessments, or Municipal Services Taxing Unit (“MSTU”) charges on the Property.

d. Special Assessments. As a governmental entity, Seller shall not be subject to special assessments, including, without limitation, any assessments, debt service payments, or other applicable fees or charges of any governmental authorities or other entities in full on or before the Closing Date. In the event any special assessments, including, without limitation, any assessments, debt service payments, or other applicable fees or charges of any governmental authorities or other entities are assessed against the Property, the Seller shall be responsible for any and all such special assessments.

e. Closing Costs. Purchaser shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, (ii) the cost of recording the Deed. (iii) preparation and recordation of any instruments necessary to correct title, and (iv) the title insurance premium for the Title Company. The Title Company shall prepare, at Purchaser's sole expense, all Closing documents. Other than the aforementioned document preparation costs, each shall pay its own attorney's fees and costs.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and shall survive Closing hereunder:

a. That Seller owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than those recorded in the Public Records of Orange County, Florida, and there are no tenancy, rental or other occupancy agreements affecting the Property.

b. To the best of Seller's knowledge, Seller has not received any written notice and has no actual knowledge, that the Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

c. To the best of Seller's knowledge, Seller has not received any written notice and has no actual notice, there are any actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

d. Seller has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

e. To the best of Seller's actual knowledge, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

f. No person or legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

g. That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

h. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

i. In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder.

10. **Warranties and Representations of Purchaser.** To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations set forth herein, makes the following representations, each of which is material and is being relied upon by Seller and shall survive Closing hereunder:

a. That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

b. That to the best of Purchaser's knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

c. That each and every one of the foregoing representations is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

d. That in the event that changes occur as to any of the foregoing representations of Purchaser contained in this Section 10, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

11. **Seller's Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

a. From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use. Prior to Closing, Seller will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

b. Seller shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

c. Seller shall not encumber or create any liens on the Property.

12. **Purchaser's Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that Purchaser shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

13. **Defaults.** In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

In the event Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein.

Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by one party as a result of any default by the other party and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such liquidated damages as its sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for the other party's agreement to so limit remedies.

14. **Possession of Property.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **Condemnation.** In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any applicable governmental authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such applicable governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such applicable governmental authority or other entity.

16. **Broker.**

a. Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

b. Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser hereby agrees to hold Seller free and harmless from and against any and

all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser. However, nothing in this section shall constitute a waiver by Purchaser of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

17. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of (a) the date and time the same are personally delivered or transmitted electronically (i.e., facsimile device or electronic mail); (b) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (c) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Seller: The School Board of Orange County, Florida
445 West Amelia Street
Orlando, FL 32801
Attn: General Counsel
Telephone: (407) 317-3411
Telecopy: (407) 317-3341

Copy to: Orange County Public Schools
6501 Magic Way, Bldg. 200
Orlando, FL 32809
Attn: Harold E. Jenkins, Director of Real Estate
Telephone: (407) 317-3700 (ext. 2025108)
Facsimile: (407) 317-3792
Email: Harold.Jenkins@ocps.net

Copy to: Orange County Public Schools
6501 Magic Way, Bldg. 200
Orlando, FL 32809
Attn: Christopher Wilson, Esquire
Telephone: (407) 658-8566 (ext. 23)
Facsimile: (407) 281-8564
Email: cwilson@mgfirm.com

Purchaser: Orange County Real Estate Management Division
P.O. Box 1393
Orlando, FL 32802-1393
Attn: Paul Sladek, Manager
Telephone: (407) 836-7070
Facsimile: (407) 836-5969

Copy to: Orange County Attorney's Office
P. O. Box 1393
Orlando, FL 32802-1393
Telephone: (407) 836-7320
Facsimile: (407) 836-5888

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients. Seller's Chief Facilities Officer, Director of the Seller's Real Estate Management Department, and legal counsel are all, individually or collectively, hereby authorized, on behalf of the Seller, to furnish any necessary notice required pursuant to the terms of this Agreement.

18. **General Provisions.**

a. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the parties hereto; and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. However, nothing contained in this Agreement shall constitute a waiver by Purchaser of its sovereign immunity, the provisions of Section 768.28, Florida Statutes, or consent by Purchaser to be sued by any party.

c. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. 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.

d. 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. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

e. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

f. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

g. This Agreement shall be interpreted under the laws of the State of Florida, with 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.

h. 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.

i. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

19. **As-Is Disclaimer.** PURCHASER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, THE PROPERTY IS BEING SOLD BY SELLER AND PURCHASED BY PURCHASER IN ITS PRESENT PHYSICAL CONDITION, "AS-IS", AND THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY. IN PARTICULAR, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOIL OR SUBSOIL CONDITIONS OF THE PROPERTY AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER FOR ANY LOSS, DAMAGE, OR EXPENSE INCURRED BY PURCHASER WHICH IS OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE SOIL OR SUBSOIL OF THE PROPERTY OR ANY PORTION THEREOF. PURCHASER REPRESENTS TO SELLER THAT PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AND THAT PURCHASER WILL TAKE TITLE TO THE PROPERTY IN ITS CONDITION AS OF THE EFFECTIVE DATE, BASED SOLELY ON ITS OWN INVESTIGATION AND INSPECTION AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS. PURCHASER FURTHER REPRESENTS TO SELLER THAT (I) PURCHASER IS AN EXPERIENCED AND SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY; (II) PURCHASER IS (OR PRIOR TO THE CLOSING WILL BE) SPECIFICALLY FAMILIAR WITH THE PROPERTY; (III) PURCHASER HAS (OR PRIOR TO THE CLOSING WILL HAVE) INSPECTED AND EXAMINED ALL ASPECTS OF THE PROPERTY (INCLUDING ITS PHYSICAL CONDITION) THAT PURCHASER BELIEVES TO BE RELEVANT TO PURCHASER'S DECISION TO PURCHASE THE PROPERTY; AND (IV) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, PURCHASER, AS OF THE LAST DAY OF THE INSPECTION PERIOD WILL HAVE SATISFIED ITSELF AS TO ALL MATTERS RELATING TO THE PROPERTY. SUBJECT TO SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS, PURCHASER AGREES THAT UPON THE CLOSING, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY, INCLUDING ANY FAULTS AND/OR PROBLEMS THAT WERE, OR COULD HAVE BEEN, DISCOVERABLE BY PURCHASER PRIOR TO ENTERING INTO THIS AGREEMENT OR DURING THE INSPECTION PERIOD. THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE THE CLOSING.

20. **Survival of Provisions.** All covenants, representations and warranties set forth in this Agreement or any other provision of this Agreement which, by its terms and in order to give it full effect is intended to survive the Closing, shall survive the Closing of the transaction contemplated hereby for six (6) months unless otherwise specified herein.

21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising hereunder, each party shall be responsible for its own attorneys' fees and costs.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

24. **Non-Substantial Amendment to Agreement.** Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Seller does hereby confer upon the Superintendent, or Superintendent's designee, the authority to amend this Agreement, provide any consent or approval set forth herein or otherwise exercise any right or election of the Purchaser granted or reserved herein, without formal approval from Seller, provided such amendment or consent does not substantially alter or modify the terms herein. Further, the Superintendent, or Superintendent's designee, shall have the authority, without further approval from Seller, to finalize the form of all agreements, easements, contracts, documents necessary to address title issues, closing documents, escrow agreements, letters of credit, agreements and similar documents set forth in this Agreement, and Seller's signature of those agreements, easements, contracts and similar documents is hereby authorized. If, in the sole judgment of Seller, such amendment or consent does substantially alter or amend this Agreement, then Seller shall have the option of declaring the amendment or consent void *ab initio*, thus rendering the amendment or consent without any legal force and effect.

25. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.



“PURCHASER”

ORANGE COUNTY, FLORIDA,

By: Board of County Commissioners

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

Date: 16 November 2021

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

By: *Noelia Perez*
Deputy Clerk

Noelia Perez
Printed Name

[SEE FOLLOWING PAGE FOR SELLER’S SIGNATURE]

Signed, sealed and delivered in the presence of:

Arabia Henley

Printed Name: Arabia Henley

Manuel Pagan
Print Name: Manuel Pagan

“SELLER”

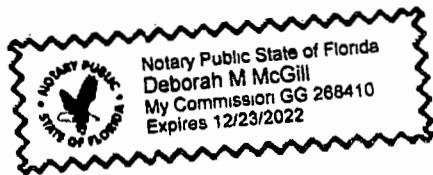
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

By: *Teresa Jacobs*
Teresa Jacobs, Chair

Date: 1/26/21

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of January, 2021, by Teresa Jacobs, Chairman of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of the School Board, who is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

[Signature]
Print Name: Arabella Harvey

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as Superintendent

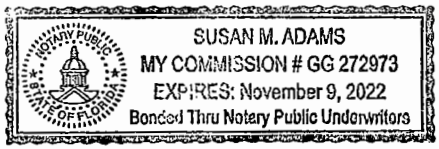
[Signature]
Print Name: MARCELLE PUGH

Date: January 21, 2021

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of January, 2021, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of the School Board. She is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.

[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____



Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 12th day of January, 2021, for its exclusive use and reliance.

By: [Signature]
Christopher Wilson, Esquire

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 19th day of JAN, 2021.

By: [Signature]
John T. Morris, Chief Facilities Officer

SCHEDULE "A"
LEGAL DESCRIPTIONS AND SKETCHS OF PROPERTY
PARCELS 1026/8026 WITH ATTACHED SCHEDULE "B"/7026 WITH ATTACHED SCHEDULE "B"

Being a portion of Orange County Property Appraiser's Parcel Identification No. 35-21-29-0000-00-090

SCHEDULE "A"

KENNEDY BOULEVARD
PARCEL No.: 1026

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND NAIL AND DISK WITH NO IDENTIFICATION; THENCE SOUTH 88°13'04" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2709.99 FEET TO A POINT; THENCE SOUTH 00°36'49" WEST; A DISTANCE OF 40.41 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF KENNEDY BOULEVARD AND THE EASTERLY RIGHT-OF-WAY LINE OF WYMORE ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 88°14'39" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 547.25 FEET TO A POINT; THENCE SOUTH 87°15'38" WEST, A DISTANCE OF 127.59 FEET TO A POINT; THENCE NORTH 88°14'39" WEST, A DISTANCE OF 370.22 FEET TO A POINT; THENCE SOUTH 45°52'21" WEST, A DISTANCE OF 26.45 FEET TO A POINT; THENCE SOUTH 00°00'33" EAST, A DISTANCE OF 390.12 FEET TO A POINT; THENCE SOUTH 12°23'53" WEST, A DISTANCE OF 39.56 FEET TO A POINT; THENCE SOUTH 00°00'33" EAST, A DISTANCE OF 71.96 FEET TO A POINT; THENCE SOUTH 03°14'02" WEST, A DISTANCE OF 522.41 FEET TO A POINT; THENCE SOUTH 00°33'20" WEST, A DISTANCE OF 81.42 FEET TO A POINT; THENCE NORTH 89°48'12" WEST, A DISTANCE OF 3.98 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00°36'49" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1133.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.694 ACRES MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 18, 2016, FILE NUMBER 2037-3510816/16.00018, 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.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, BEING, SOUTH 88°13'04" EAST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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.

REVISIONS

1. REVISED SKETCH AND LEGAL DESCRIPTION 11/14/2017.
2. REVISED SKETCH AND LEGAL DESCRIPTION 01/03/2018.

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV

LEGAL DESCRIPTION
KENNEDY BOULEVARD



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
 1349 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-0965 FAX: (407) 870-0841
 Land Surveyor Registration License No. 6596

SKETCH OF DESCRIPTION

NOT A BOUNDARY SURVEY
 KENNEDY BOULEVARD
 PARCEL No.: 1026

POINT OF COMMENCEMENT
 NW CORNER OF THE
 SW 1/4 OF SECTION 35,
 TOWNSHIP 21 SOUTH,
 RANGE 29 EAST
 FOUND NAIL & DISK NO ID

KENNEDY BOULEVARD

NORTH LINE OF THE SW 1/4 & SE 1/4 OF SECTION 35,
 TOWNSHIP 21 SOUTH, RANGE 29 EAST

POINT OF BEGINNING
 STATION 123+44.82,
 40.41' RIGHT

EXISTING SOUTHERLY
 RIGHT-OF-WAY LINE

PROPOSED
 RIGHT-OF-WAY LINE

PARCEL 1026
 RIGHT OF WAY
 AREA: 0.694 ACRES ±

WYMORE ROAD

EXISTING EASTERLY
 RIGHT-OF-WAY LINE

S88°13'04"E
 2709.99'

S00°36'49"W
 40.41'

S88°14'39"E 547.25'

N88°14'39"W 370.22'

S87°15'38"W
 127.59'

S45°52'21"W
 26.45'

S00°00'33"E
 390.12'

S12°23'53"W
 39.56'

N00°36'49"E 1133.70'

S03°14'02"W
 522.41'

S00°33'20"W
 81.42'

N89°48'12"W
 3.98'

LEGEND

- Chkd. = CHECKED
- ID = IDENTIFICATION
- No. = NUMBER
- P = PROPERTY LINE
- R/W = RIGHT OF WAY

SCALE: 1" = 40'

SE 1/4 OF SECTION 35

SEE SHEET 20, 25 & 26 OF R/W MAP

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 1349 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 792-0866 FAX: (407) 878-0841
 Land Surveyor Business License No. 6886

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND SKETCH ACCURATELY REPRESENT THE REAL DESCRIPTION AND BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH CHAPTER 61, THE FLORIDA STATUTES, AND THE PROFESSIONAL STANDARDS AND ETHICS IN CHAPTER 61, THE FLORIDA STATUTES, AND THE PROFESSIONAL STANDARDS AND ETHICS OF THE FLORIDA SURVEYING BOARD, AND I AM NOT PROVIDING ANY SERVICES HEREON.
 H. Paul deVivore, Professional Land Surveyor
 DATE: 4-2018

SCHEDULE "A"

KENNEDY BOULEVARD
PARCEL No.: 8026

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND NAIL AND DISK WITH NO IDENTIFICATION; THENCE SOUTH 88°13'04" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 3057.71 FEET TO A POINT; THENCE SOUTH 01°45'13" WEST, A DISTANCE OF 50.30 FEET TO A POINT ON THE PROPOSED RIGHT OF WAY LINE OF KENNEDY BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 88°14'39" EAST ALONG SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 01°45'13" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 88°14'39" WEST ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL TO SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 01°45'13" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 18, 2016, FILE NUMBER 2037-3510816/16.00018, 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.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, BEING, SOUTH 88°13'04" EAST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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.

REVISIONS

1. REVISED SKETCH AND LEGAL DESCRIPTION 11/14/2017.

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV

LEGAL DESCRIPTION
KENNEDY BOULEVARD



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 1349 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-0065 FAX: (407) 878-0041
 Land Surveyor Division License No. 0500

SKETCH OF DESCRIPTION

NOT A BOUNDARY SURVEY

KENNEDY BOULEVARD

PARCEL No.: 8026

POINT OF COMMENCEMENT

NW CORNER OF THE
SW 1/4 OF SECTION 35,
TOWNSHIP 21 SOUTH,
RANGE 29 EAST
FOUND NAIL & DISK NO ID

KENNEDY BOULEVARD

S88°13'04"E 3057.71'

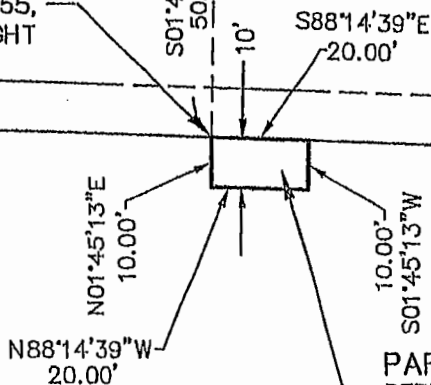
NORTH LINE OF THE SW 1/4 & SE 1/4 OF SECTION 35,
TOWNSHIP 21 SOUTH, RANGE 29 EAST

POINT OF BEGINNING

STATION 126+92.55,
50.30' RIGHT

EXISTING SOUTHERLY
RIGHT-OF-WAY LINE

PROPOSED
RIGHT-OF-WAY LINE



PARCEL 8026
PERMANENT EASEMENT
AREA: 200 SQUARE FEET ±



SCALE: 1" = 40'

LEGEND

- ID IDENTIFICATION
- STA STATION
- RT RIGHT
- R/W RIGHT-OF-WAY

SEE SHEET 20 OF R/W MAP

For: ORANGE COUNTY
Date: NOVEMBER, 2017
Project No.: 004-01
Drawn: PMM Chkd.: HPV



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0041
Land Surveyor Sunshine License No. 05588

PAGE 2 OF 2

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 COMPLY WITH THE STANDARDS AND PRACTICES AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 472, F.L.A.C.S., AND THE FLORIDA ADMINISTRATIVE CODE, AND ARE IN ACCORDANCE WITH THE STATUTES AND REGULATIONS SHOWN HEREON.

[Signature] 11-20-2017
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

SCHEDULE "B"

3096 KENNEDY BOULEVARD PARCEL 8026

DRAINAGE EASEMENT

Parcel 8026 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an underground pipe and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE 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 underground pipe and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the underground pipe and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

SCHEDULE "A"

KENNEDY BOULEVARD
PARCEL No.: 7026

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND NAIL AND DISK WITH NO IDENTIFICATION; THENCE SOUTH 88°13'04" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2709.99 FEET TO A POINT; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 40.41 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF KENNEDY BOULEVARD AND THE EASTERLY RIGHT-OF-WAY LINE OF WYMORE ROAD; THENCE CONTINUE SOUTH 00°36'49" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1133.70 FEET TO A POINT; THENCE SOUTH 89°48'12" EAST, A DISTANCE OF 3.98 FEET TO A POINT; THENCE THE FOLLOWING THREE COURSES ALONG THE PROPOSED RIGHT OF WAY LINE OF KENNEDY BOULEVARD; THENCE NORTH 00°33'20" EAST, A DISTANCE OF 81.42 FEET TO A POINT; THENCE NORTH 03°14'02" EAST, A DISTANCE OF 41.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°14'02" EAST, A DISTANCE OF 53.51 FEET TO A POINT; THENCE SOUTH 86°45'58" EAST, A DISTANCE OF 4.01 FEET TO A POINT; THENCE SOUTH 00°32'42" EAST, A DISTANCE OF 53.62 FEET TO A POINT; THENCE NORTH 86°45'58" WEST, A DISTANCE OF 7.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 309 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 18, 2016, FILE NUMBER 2037-3510816/16.00018, 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.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, BEING, SOUTH 88°13'04" EAST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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.

REVISIONS

1. REVISED SKETCH AND LEGAL DESCRIPTION 01/03/2018.

PAGE 1 OF 2

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV

LEGAL DESCRIPTION
KENNEDY BOULEVARD



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
 1940 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-0965 FAX: (407) 078-0041
 Land Surveyor Certificate License No. 0698

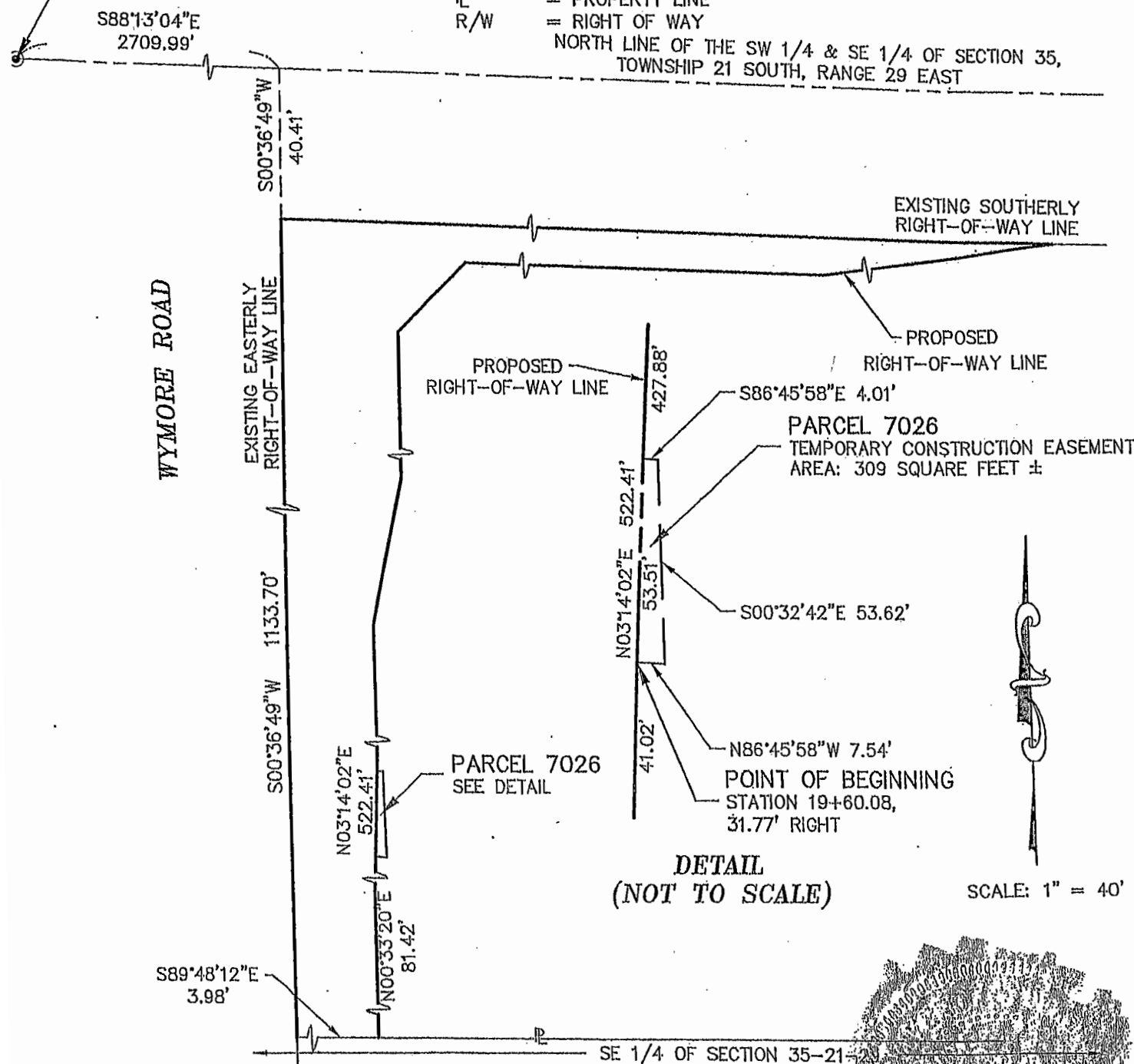
POINT OF COMMENCEMENT
 NW CORNER OF THE
 SW 1/4 OF SECTION 35,
 TOWNSHIP 21 SOUTH,
 RANGE 29 EAST
 FOUND NAIL & DISK NO ID

KENNEDY BOULEVARD

LEGEND

- Chkd. = CHECKED
- ID = IDENTIFICATION
- NO. = NUMBER
- R = PROPERTY LINE
- R/W = RIGHT OF WAY

NORTH LINE OF THE SW 1/4 & SE 1/4 OF SECTION 35,
 TOWNSHIP 21 SOUTH, RANGE 29 EAST



SCALE: 1" = 40'

SEE SHEET 26 OF R/W MAP

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV.



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
 1349 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-0986 FAX: (407) 878-0841
 Land Surveyor Business License No. 0569

I HEREBY CERTIFY THAT THIS DESCRIPTION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61-17, F.S. AND THE FLORIDA STATUTES, CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND PROVISIONS SHOWN HEREON.

[Signature] 2018
 H. Paul DeVito, Professional Land Surveyor No. 4980 DATE



SCHEDULE "B"

3096 KENNEDY BOULEVARD PARCEL 7026

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7026 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 11/1/21

Total Amount: \$542,667.44

Project: Kennedy Blvd (Forest City Rd to Wymore Rd)

Parcels: 1026/8026/7026

Charge to Account #: 1023-072-3096-6110

Controlling Agency Approval Signature _____ Date 11/1/21

RAYMOND L. A. WILLIAMS

Printed Name: _____

Fiscal Approval Signature _____ Date 11/01/21

Belkys Jorge

TYPE TRANSACTION (Check appropriate block(s))

X Pre-Condernation _____ Post-Condernation _____ N/A District # 2

- _____ Acquisition at Approved Appraisal
- _____ Acquisition at Below Approved Appraisal
- X Acquisition at Above Approved Appraisal
- _____ Advance Payment Requested

The School Board of Orange County
 445 W. Amelia Street
 Orlando, Florida 32801
 Purchase Price \$542,509.94

Orange County Comptroller
 Recording Fees \$157.50

Total \$542,667.44

DOCUMENTATION ATTACHED (Check appropriate block(s))

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

Payable to: The School Board of Orange County (\$542,509.94)
 Payable to: Orange County Comptroller (\$157.50)

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

Recommended by Kenneth T. Woods Digitally signed by Kenneth T. Woods
 Date: 2021.11.01 08:46:44 -04'00'

Payment Approved Mindy T. Cummings Digitally signed by Mindy T. Cummings
 Date: 2021.11.01 09:13:06 -04'00'

Certified Nashia Rey Deputy Clerk to the Board

Examined/Approved _____ Comptroller/Government Grants

_____ Date
 _____ Date
 _____ Date
 _____ Date

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 NOV 16 2021

Project: Kennedy Boulevard (Forest City Rd to Wymore Rd)
Parcel No(s).: 1026, 8026, 7026
Name of Owner(s): The School Board of Orange County, Florida
Page No.: Page 1 of 4

SETTLEMENT ANALYSIS

This Settlement Analysis is for the acquisition of Parcels 1026, 8026, and 7026, owned in fee simple by the School Board of Orange County, Florida, for the purpose of roadway acquisition for Kennedy Boulevard - Forest City Road to Wymore Road ("Project"). The Orange County Board of County Commissioners approved the Project at its March 21, 2000 board meeting. Real Estate Management received the Certification of Necessity dated April 1, 2004 from Orange County Public Works Department.

County's Appraised Value

| | | |
|--|---|----------------------|
| <u>Parcel 1026</u> | | |
| Land: | 0.694 acre or 30,231 S.F. | \$ 446,000.00 |
| Improvements: | Fencing security gate, grass, inlet pipes, driveway, and pole sign | \$ 24,100.00 |
| Cost-to-Cure: | Replace pole sign, fencing, gate, permitting general conditions, management and contingency | \$ 16,000.00 |
| Other Damages: | N/A | \$ 0.00 |
| Total Appraisal Value – Parcel 1026 | | \$ 486,100.00 |
| <u>Parcel 8026</u> | | |
| Land: | 200 S.F. | \$ 2,700.00 |
| Improvements: | N/A | \$ 0.00 |
| Cost-to-Cure: | N/A | \$ 0.00 |
| Other Damages: | N/A | \$ 0.00 |
| Total Appraisal Value – Parcel 8026 | | \$ 2,700.00 |
| <u>Parcel 7026</u> | | |
| Land: | 309 S.F. | \$ 2,700.00 |
| Improvements: | Asphalt paving, chain link fencing, and a 44' double swing gate | \$ 3,600.00 |
| Cost-to-Cure: | N/A | \$ 0.00 |
| Other Damages: | N/A | \$ 0.00 |
| Total Appraisal Value – Parcel 7026 | | \$ 6,300.00 |
| Total Appraisal Value – All Parcels | | \$ 495,100.00 |

Project: Kennedy Boulevard (Forest City Rd to Wymore Rd)
Parcel No(s): 1026, 8026, 7026
Name of Owner(s): The School Board of Orange County, Florida
Page No.: Page 2 of 4

Owner's Requested Amount—Initial

| | |
|--|-----------------------------|
| Owner's Counter Offer: | \$ 530,400.00 |
| Survey: | \$ 5,284.94 |
| Appraisal Cost: | \$ 6,825.00 |
| | |
| Total Owner's Requested Amount—Initial: | <u>\$ 542,509.94</u> |

Owner's Requested Amount—After Negotiations

| | |
|---|-----------------------------|
| Owner's Counter Offer: | \$ 530,400.00 |
| Survey: | \$ 5,284.94 |
| Appraisal Cost: | \$ 6,825.00 |
| | |
| Total Owner's Requested Amount—After Negotiations: | <u>\$ 542,509.94</u> |

Probable Range of Testimony/Compensation, if Condemned

| | |
|---------|---------------|
| County: | \$ 495,100.00 |
| Owner: | \$ 542,509.94 |
| Delta: | \$ 47,409.94 |

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

| | |
|---|-----------------------------|
| Appraisal Update Fees and OT Testimony (County): | \$ 6,400.00 |
| Statutory Attorney Fees (Owner): | \$ 15,645.28 |
| Business Damages (Owner): | \$ 0.00 |
| Expert Witness Fees (Owner): | \$ 38,000.00 |
| Expert Witness Fees & Trial Preparation (County) (Appraisal): | \$ 27,200.00 |
| Expert Witness Fees & Trial Preparation (County) (Engineering & Other): | \$ 31,700.00 |
| Other: (Explain) | \$ 0.00 |
| Total Potential Costs of Condemnation, if Condemned (beyond sunk costs): | <u>\$ 118,945.28</u> |
| Total Potential Costs of Acquisition, if Condemned (beyond sunk costs): | <u>\$ 661,455.22</u> |

Recommended Settlement Amount

\$ 542,509.94

Project: Kennedy Boulevard (Forest City Rd to Wymore Rd)
Parcel No(s): 1026, 8026, 7026
Name of Owner(s): The School Board of Orange County, Florida
Page No.: Page 3 of 4

EXPLANATION OF RECOMMENDED SETTLEMENT

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

The parent tract is located along the southeast corner of E. Kennedy Boulevard and Wymore Road. The parent tract contains a total of 83.663 acres, is zoned Planned Unit Development, and has a split Future Land Use designation of Commercial and Low Density Residential. The parent tract originally had two schools on site: Robert F. Hungerford Elementary School and Robert F. Hungerford Prep High School; however, both schools are now demolished. The remaining improvements include chain link fencing, a driveway connection and associated asphalt, and a monopole billboard sign. The project is under threat and there are three proposed acquisitions, described as follows:

Parcel 1026 is a Fee Simple irregular strip acquisition situated along the northern boundary of the abbreviated parent tract that fronts E. Kennedy Boulevard and the western boundary that fronts Wymore Road. It contains 0.694 acre or 30,521 square feet of land area.

Parcel 8026 is a Permanent Easement acquisition located approximately 350 feet east of the E. Kennedy Boulevard and Wymore Road intersection and contains 200 square feet. This Permanent Easement is located along the southern boundary of E. Kennedy Blvd. The permanent non-exclusive easement is for drainage purposes and grants the County full authority to enter upon, construct, operate, and maintain, as the County may deem necessary, an underground pipe and appurtenant facilities over, under, and upon the easement area.

Parcel 7026 is a Temporary Construction Easement ("TCE") acquisition situated at the west side of the parent tract remainder along Wymore Road. This TCE contains 309 square feet. The purpose of the TCE is to allow the County to harmonize the existing driveway with the adjacent roadway.

The County made an original offer of \$486,100.00 for Parcel 1026 that included all improvements and costs to cure. In addition to the fee simple acquisition, County made original offers of \$2,700.00 for Parcel 8026 and \$6,300.00 for Parcel 7026 including all improvements. The County presented a total offer of \$495,100.00, (including all three parcels), to the property owner, The School Board of Orange County, Florida (OCPS). OCPS declined the County's appraised value and elected to have its own appraisal performed. The OCPS appraisal totaled \$565,700.00. OCPS countered at the average between the County appraisal and the OCPS appraisal, plus compensation for a remainder boundary survey and their out of pocket cost for their appraisal. Their counter offer is \$542,509.94 broken down as follows: (i) \$530,400.00 as full compensation for the three parcels, (ii) \$5,284.94 for the survey, and (iii) \$6,825.00 for their appraisal. Upon consideration of the offer and after discussing this counter offer with the Acquisition Program Manager, it was recommended that we accept the OCPS counter offer subject to approval by Real Estate Management. In addition, the total amount requested by OCPS is less than the appraised value as opined by OCPS' appraiser, who is also one of the County's contracted appraisers.

Project: Kennedy Boulevard (Forest City Rd to Wymore Rd)
Parcel No(s): 1026, 8026, 7026
Name of Owner(s): The School Board of Orange County, Florida
Page No.: Page 4 of 4

Ordinance 92-29 Analysis: The recommended purchase price is \$542,509.94. This purchase is subsequent to the adoption of the Certification of Necessity for the Project, but prior to the institution of a condemnation suit (Section 1, Ordinance 92-29). Even though the settlement amount is above the County's appraised value, it is estimated that litigation of these parcels could cost the County approximately \$661,455.22. The proposed settlement above appraised value is consistent with other settlements reached by the County for fee and driveway TCE's on this and other current road projects. This acquisition is necessary for the widening of E. Kennedy Boulevard and acquiring these parcels avoids incurring additional expert and legal fees, is practical, and is in the best economic interests of the County. It is recommended that this settlement is approved in the total amount of \$542,509.94. The BCC will have to review and approve this acquisition since the purchase price is over the \$500,000 threshold.

Recommended by: **Kenneth T. Woods** Digitally signed by Kenneth T. Woods
Date: 2021.05.11 09:11:23 -04'00'
Kenneth T. Woods Date
Acquisition Agent, Real Estate Management Division

Recommended by: Robert K. Babcock Date
Acquisition Supervisor, Real Estate Management Division

Recommended by: **Alex Feinman** Digitally signed by Alex Feinman
Date: 2021.05.14 15:35:27 -04'00'
Alex Feinman Date
Assistant Manager, Real Estate Management Division

Recommended by: **Mindy T. Cummings** Digitally signed by Mindy T. Cummings
Date: 2021.05.14 15:36:01 -04'00'
Mindy T. Cummings Date
Manager, Real Estate Management Division

Recommended by: **Czapka, Damian** Digitally signed by Czapka, Damian
Date: 2021.07.08 12:49:04 -04'00'
Damian E. Czapka, P.E. Date
Chief Engineer, Right-of-Way Section, Public Works Department

Recommended by: **scott r. mchenry** Digitally signed by scott r. mchenry
Date: 2021.07.29 13:29:25 -04'00'
Scott R. McHenry Date
Assistant County Attorney, Orange County Attorney's Office

**ORANGE COUNTY
CERTIFICATION OF VALUATION**

PROJECT: Kennedy Boulevard

PARCEL: 1026

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 related to this property, as an appraiser or acting in any other capacity, during the 3-year period preceding the 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 one 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 anyone 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 6th day of September 2018, is \$486,100, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 0.694 Acres (Fee Acquisition)

| | |
|--------------------------------|-------------------|
| Land | \$ <u>446,000</u> |
| Improvements | \$ <u>24,100</u> |
| Damages and/or Cost-To-Cure | \$ <u>16,000</u> |
| TOTAL | \$ <u>486,100</u> |



September 10, 2018

C. Lee Lobban, MAI

Date

State-Certified General Real Estate Appraiser RZ1844

**ORANGE COUNTY
CERTIFICATION OF VALUATION**

PROJECT: Kennedy Boulevard

PARCEL: 8026

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 related to this property, as an appraiser or acting in any other capacity, during the 3-year period preceding the 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 one 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 anyone 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 6th day of September 2018, is \$2,700, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 200 Square Feet (Permanent Easement)

| | |
|--------------------------------|-----------------|
| Land | \$ <u>2,700</u> |
| Improvements | \$ <u>0</u> |
| Damages and/or Cost-To-Cure | \$ <u>0</u> |
| TOTAL | \$ <u>2,700</u> |



September 10, 2018

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

**ORANGE COUNTY
CERTIFICATION OF VALUATION**

PROJECT: Kennedy Boulevard

PARCEL: 7026

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 related to this property, as an appraiser or acting in any other capacity, during the 3-year period preceding the 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 one 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 anyone 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 6th day of September 2018, is \$6,300, based upon my independent appraisal and the exercise of my professional judgment.

The market value may be allocated as follows:

Land Area: 309 Square Feet (Temporary Construction Easement)

| | |
|--------------------------------|-----------------|
| Land | \$ <u>2,700</u> |
| Improvements | \$ <u>3,600</u> |
| Damages and/or Cost-To-Cure | \$ <u>0</u> |
| TOTAL | \$ <u>6,300</u> |



September 10, 2018

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

100 CERTIFICATE OF VALUATION ADDENDUM

(As Required by Membership in the Appraisal Institute)

I certify that, to the best of my knowledge and belief:

- that the competency provision requirements of the Uniform Standards of Professional Appraisal Practice have been met. The appraiser has over 30 years of experience, appraising all types of properties in Central Florida and has appraised enough parcels of this type, to fulfill the competency provision of the Uniform Standards of Professional Appraisal Practice.
- that my analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Institute;
- that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- that, as of the date of this report, I, C. Lee Lobban, MAI, have completed the requirements of the continuing education program of the Appraisal Institute;
- that I, C. Lee Lobban, am a State-Certified General Real Estate Appraiser RZ1844 by the State of Florida and have made a personal inspection of the property that is the subject of this report and that the following provided professional assistance to the person signing this report.

Kristin L. Soltys, MAI: Appraisal Associate of Diversified Property Specialists, Inc., and State-Certified General Real Estate Appraiser RZ3227 in the State of Florida. Mrs. Soltys is responsible for the sale research, verification of data, analysis and writing of the appraisal report under the direction of Mr. Lobban. Kristin L. Soltys is the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal and accepts full and complete responsibility for any work performed by the registered appraiser trainee named in this report as if it were her own work.

Anthony Porrovecchio, Jr.: Trainee appraiser who assisted with inspections, data entry, report production, administrative review, and scheduling. Mr. Porrovecchio is a State-Registered Trainee Appraiser RI24259 by the State of Florida under the direct supervision of Kristin L. Soltys, MAI.

GAI Consultants, Inc.: Engineering/Land Planning firm that assisted the appraiser with determined the development potential of the parent tract before and after the acquisition and provided sketches of the parent tract, acquisition area, and remainder property with the after condition shown. Doug Kelly AICP, CSI, Greg R Platt, PE, and Jeffrey M "Rusty" Sievers, PE, are the representatives of the firm responsible for the information provided.

Speer Construction, Inc.: General Contractor who provided a replacement cost estimate for the improvements in the acquisition area. Mr. John Speer is the principal.

Instrument: 1026.1

Project: Kennedy Boulevard (Forest City Road to Wymore Road)

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, Made and executed the 22nd day of September, A.D. 2021, by The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the state of Florida, having its principal place of business in the city of Orlando, county of Orange, whose address is 445 West Amelia Street, 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, 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"

Property Appraiser's Parcel Identification Number:

a portion of

35-21-29-0000-00-090

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, 2020.

Project: Kennedy Boulevard (Forest City Road to Wymore Road)
Parcel: 1026

By acceptance of this deed, Grantee agrees that the Property shall only be used for right-of-way improvements, any ancillary or related uses thereto, or any other administrative uses of Orange County, Florida ("**County Use**") and shall not be used for any other use which would constitute a public nuisance or threat to the health, safety and welfare to the students, staff and visitors of or to Robert F. Hungerford Preparatory High School, or any other adjacent school site as identified in the Orange County School Siting Ordinance or Florida Statutes ("**Restricted Uses**"). Further, the foregoing use restriction shall run with title to the Property for a term of ninety-nine (99) years after the date of recording of this deed or the maximum number of years allowable by law (the "**Term**").

If during the Term, the Property is used for any of the Restricted Uses, Grantor may elect, any remedies available to the Grantor in law or equity, including, without limitation, specific performance, or to repurchase the Property at a purchase price equal to the purchase price paid by Grantee for the purchase of the Property. In such event, Grantor shall notify Grantee in writing of its intent to exercise its right to repurchase the Property (the "**Repurchase Notice**"). Within thirty (30) days of Grantee's receipt of the Repurchase Notice, the parties shall negotiate in good faith to enter into a repurchase agreement based on the customary and standard terms for an arm's length transaction of this nature or if such repurchase agreement cannot be agreed upon in form then the parties shall use the then current FARBAR form commercial contract. Notwithstanding the foregoing, in the event Grantee desires to cease operation of the Property for the County Use or otherwise sell, convey or transfer the Property to a third party, Grantee shall provide written notice to Grantor of such use or conveyance ("**Sale Notice**") and in such event, Grantor shall have the right of first refusal and shall have ninety (90) days from Grantor's receipt of the Sale Notice to deliver to Grantee a Repurchase Notice.

[SIGNATURE PAGES TO FOLLOW]


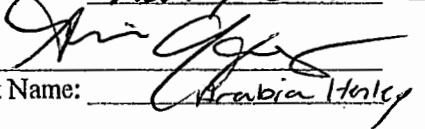
Project: Kennedy Boulevard (Forest City Road to Wymore Road)
Parcel: 1026

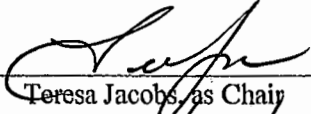
IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

OWNER

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

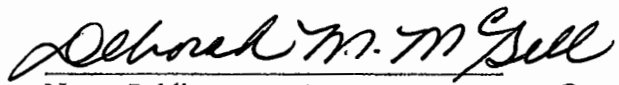

Print Name: Nancy Conover

Print Name: Arabia Henry

By: 
Teresa Jacobs, as Chair
Date: 9/22/21

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of September, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.




Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Project: Kennedy Boulevard (Forest City Road to Wymore Road)
Parcel: 1026

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

Marieliz Pagan
Print Name: Marieliz Pagan

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

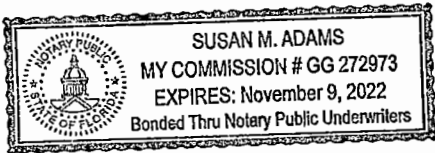
Nancy Conover
Print Name: Nancy Conover

Date: 9/23/2021

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of September, 2021, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, and whom is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.

[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____



Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 16th day of September, 2021, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 21st day of SEPT, 2021.

By: [Signature]
Christopher Wilson, Esquire

By: [Signature]
John T. Morris, Chief Facilities Officer

This instrument prepared by:
Theresa A. Avery, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida.

SCHEDULE "A"

KENNEDY BOULEVARD
PARCEL No.: 1026

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND NAIL AND DISK WITH NO IDENTIFICATION; THENCE SOUTH 88°13'04" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2709.99 FEET TO A POINT; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 40.41 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF KENNEDY BOULEVARD AND THE EASTERLY RIGHT-OF-WAY LINE OF WYMORE ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 88°14'39" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 547.25 FEET TO A POINT; THENCE SOUTH 87°15'38" WEST, A DISTANCE OF 127.59 FEET TO A POINT; THENCE NORTH 88°14'39" WEST, A DISTANCE OF 370.22 FEET TO A POINT; THENCE SOUTH 45°52'21" WEST, A DISTANCE OF 26.45 FEET TO A POINT; THENCE SOUTH 00°00'33" EAST, A DISTANCE OF 390.12 FEET TO A POINT; THENCE SOUTH 12°23'53" WEST, A DISTANCE OF 39.56 FEET TO A POINT; THENCE SOUTH 00°00'33" EAST, A DISTANCE OF 71.96 FEET TO A POINT; THENCE SOUTH 03°14'02" WEST, A DISTANCE OF 522.41 FEET TO A POINT; THENCE SOUTH 00°33'20" WEST, A DISTANCE OF 81.42 FEET TO A POINT; THENCE NORTH 89°48'12" WEST, A DISTANCE OF 3.98 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00°36'49" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1133.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.694 ACRES MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 18, 2016, FILE NUMBER 2037-3510816/16.00018, 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.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, BEING, SOUTH 88°13'04" EAST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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.

REVISIONS

1. REVISED SKETCH AND LEGAL DESCRIPTION 11/14/2017.
2. REVISED SKETCH AND LEGAL DESCRIPTION 01/03/2018.

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV

LEGAL DESCRIPTION
KENNEDY BOULEVARD



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

SKETCH OF DESCRIPTION

NOT A BOUNDARY SURVEY

KENNEDY BOULEVARD

PARCEL No.: 1026

POINT OF COMMENCEMENT

NW CORNER OF THE
SW 1/4 OF SECTION 35,
TOWNSHIP 21 SOUTH,
RANGE 29 EAST
FOUND NAIL & DISK NO ID

KENNEDY BOULEVARD

NORTH LINE OF THE SW 1/4 & SE 1/4 OF SECTION 35,
TOWNSHIP 21 SOUTH, RANGE 29 EAST

POINT OF BEGINNING

STATION 123+44.82,
40.41' RIGHT

S88°13'04"E
2709.99'

S00°36'49"W
40.41'

S88°14'39"E 547.25'

EXISTING SOUTHERLY
RIGHT-OF-WAY LINE

WYMORE ROAD

EXISTING EASTERLY
RIGHT-OF-WAY LINE

S45°52'21"W
26.45'

N88°14'39"W 370.22'

PROPOSED
RIGHT-OF-WAY LINE

PARCEL 1026

RIGHT OF WAY
AREA: 0.694 ACRES ±

N00°36'49"E 1133.70'

S00°00'33"E
390.12'

S12°23'53"W
39.56'

S03°14'02"W
522.41'

S00°33'20"W
81.42'

N89°48'12"W
3.98'

LEGEND

- Chkd. = CHECKED
- ID = IDENTIFICATION
- NO. = NUMBER
- P = PROPERTY LINE
- R/W = RIGHT OF WAY

SCALE: 1" = 40'

SE 1/4 OF SECTION 35-21-26

SEE SHEET 20, 25 & 26 OF R/W MAP

PAGE 2 OF 2

For: ORANGE COUNTY

Date: NOVEMBER, 2017

Project No.: 004-01

Drawn: PMM Chkd.: HPV



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 11-4-2018

H. Paul deVivero, Professional Land Surveyor No. 4390

DATE

R# 10/12/2021

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

NOV 16 2021

Instrument: 7026.1

Project: Kennedy Boulevard (Forest City Road to Wymore Road)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed this 22nd day of September A.D., 2021, by The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, whose address is 445 West Amelia Street, 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 32802-1392, 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, its successors and assigns, a Temporary Construction Easement more particularly defined in Schedule "B" attached over and upon the following described lands of the GRANTOR situated in Orange County, Florida aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

35-21-29-0000-00-090

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons claiming by or through GRANTOR.

IN WITNESS WHEREOF, the said GRANTOR and GRANTEE has caused these presents to be signed in its name on the dates provided below.

Signed, sealed and delivered in the Presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

[Signature]
 Print Name: Nancy Conrad

By: *[Signature]*
 Teresa Jacobs, as Chair

[Signature]
 Print Name: Aracelis Torres

Date: 9/22/21

STATE OF FLORIDA)
) s.s.:
 COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of September, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

[Signature]
 Notary Public
 Printed Name: Deborah M. McGill
 Commission No.: _____
 My Commission Expires: _____



[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

Marielis Pagan
Print Name: Marielis Pagan

By: [Signature]
Barbara M. Jenkins, Ed.D.
as its Superintendent

Nancy Conover
Print Name: Nancy Conover

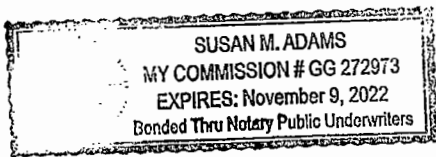
Date: 9.23.21

STATE OF FLORIDA)

) s.s.:

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of September, 2021, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, and whom is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 16th day of September, 2021, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 21st day of SEPT, 2021.

By: [Signature]
Christopher Wilson, Esquire

By: [Signature]
John T. Morris, Chief Facilities Officer

This instrument prepared by:
Theresa A. Avery, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida.

SCHEDULE "A"

KENNEDY BOULEVARD
PARCEL No.: 7026

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND NAIL AND DISK WITH NO IDENTIFICATION; THENCE SOUTH 88°13'04" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2709.99 FEET TO A POINT; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 40.41 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF KENNEDY BOULEVARD AND THE EASTERLY RIGHT-OF-WAY LINE OF WYMORE ROAD; THENCE CONTINUE SOUTH 00°36'49" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1133.70 FEET TO A POINT; THENCE SOUTH 89°48'12" EAST, A DISTANCE OF 3.98 FEET TO A POINT; THENCE THE FOLLOWING THREE COURSES ALONG THE PROPOSED RIGHT OF WAY LINE OF KENNEDY BOULEVARD; THENCE NORTH 00°33'20" EAST, A DISTANCE OF 81.42 FEET TO A POINT; THENCE NORTH 03°14'02" EAST, A DISTANCE OF 41.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°14'02" EAST, A DISTANCE OF 53.51 FEET TO A POINT; THENCE SOUTH 86°45'58" EAST, A DISTANCE OF 4.01 FEET TO A POINT; THENCE SOUTH 00°32'42" EAST, A DISTANCE OF 53.62 FEET TO A POINT; THENCE NORTH 86°45'58" WEST, A DISTANCE OF 7.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 309 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 18, 2016, FILE NUMBER 2037-3510816/16.00018, 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.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, BEING, SOUTH 88°13'04" EAST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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.

REVISIONS

1. REVISED SKETCH AND LEGAL DESCRIPTION 01/03/2018.

For: ORANGE COUNTY
 Date: NOVEMBER, 2017
 Project No.: 004-01
 Drawn: PMM Chkd.: HPV

LEGAL DESCRIPTION
KENNEDY BOULEVARD



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
 1349 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: (407) 878-0841
 Land Surveyor Business License No. 6556

SKETCH OF DESCRIPTION

NOT A BOUNDARY SURVEY

KENNEDY BOULEVARD

PARCEL No.: 7026

POINT OF COMMENCEMENT

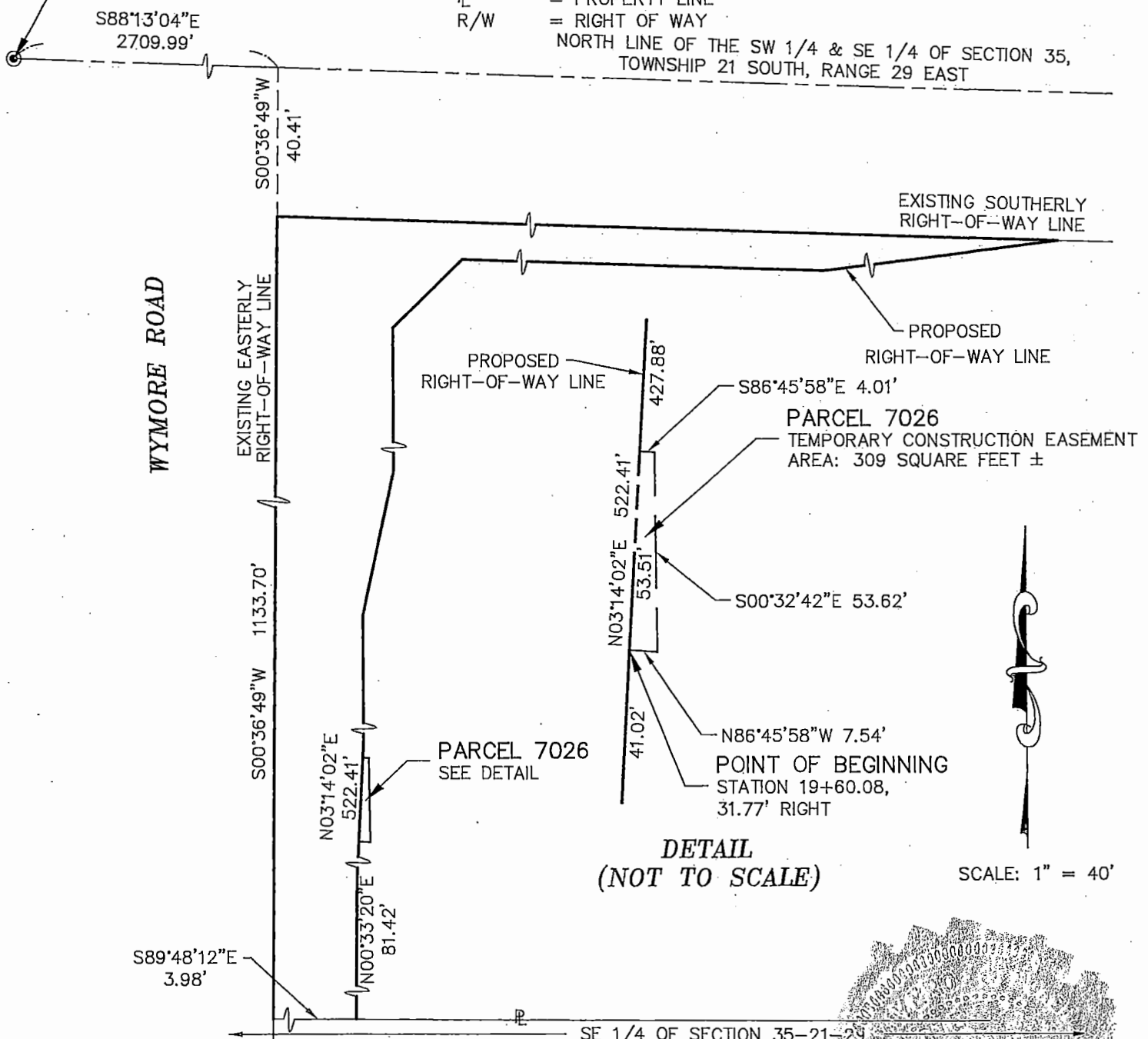
NW CORNER OF THE
SW 1/4 OF SECTION 35,
TOWNSHIP 21 SOUTH,
RANGE 29 EAST
FOUND NAIL & DISK NO ID

KENNEDY BOULEVARD

LEGEND

- Chkd. = CHECKED
- ID = IDENTIFICATION
- NO. = NUMBER
- PL = PROPERTY LINE
- R/W = RIGHT OF WAY

NORTH LINE OF THE SW 1/4 & SE 1/4 OF SECTION 35,
TOWNSHIP 21 SOUTH, RANGE 29 EAST



DETAIL
(NOT TO SCALE)

SCALE: 1" = 40'

SEE SHEET 26 OF R/W MAP

SE 1/4 OF SECTION 35-21-29

PAGE 2 OF 2

For: ORANGE COUNTY

Date: NOVEMBER, 2017

Project No.: 004-01

Drawn: PMM Chkd.: HPV.



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 11-4-2018

H. Paul deVivero, Professional Land Surveyor, No. 4990

DATE

PH 10/12/2021

SCHEDULE "B"

3096 KENNEDY BOULEVARD PARCEL 7026

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7026 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 16 2021

Instrument: 8026.1

Project: Kennedy Boulevard (Forest City Road to Wymore Road)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4-.014(10), F.A.C.

DRAINAGE EASEMENT

THIS INDENTURE, made and executed the 22ND day of September, A.D. 2021 by The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the state of Florida, whose address is 445 Amelia Street, 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, its successors and assigns, a Drainage Easement more particularly defined in Schedule "B" attached over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

35-21-29-0000-00-090

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

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby warrants the easement being granted and will defend the same against the lawful claims of all persons claiming by or through Grantor.

IN WITNESS WHEREOF, the said GRANTOR and GRANTEE has caused these presents to be signed in its name on the dates provided below.

Signed, sealed and delivered in the presence of:

OWNER

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

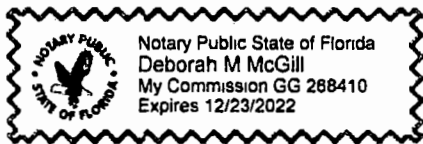
Print Name: Nancy Condon
Print Name: Arabra Henley

By: Teresa Jacobs, as Chair
Date: 9/00/21

STATE OF FLORIDA)
COUNTY OF ORANGE) s.s.:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of September, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____



[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

Print Name: Marieliz Pagan

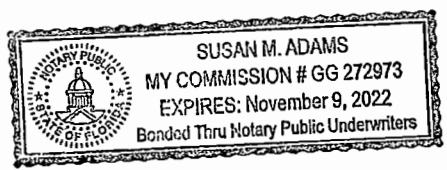
By: Barbara M. Jenkins, Ed.D., as its Superintendent

Print Name: Nancy Candore

Date: 9/23/21

STATE OF FLORIDA)) s.s.: COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 23rd day of September, 2021, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, and whom is personally known to me or has produced (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.



Susan M. Adams
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 16th day of September, 2021, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 21st day of SEPT, 2021.

By: Christopher Wilson, Esquire

By: John T. Morris, Chief Facilities Officer

This instrument prepared by: Theresa A. Avery, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida.

SCHEDULE "A"

KENNEDY BOULEVARD
PARCEL No.: 8026

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND NAIL AND DISK WITH NO IDENTIFICATION; THENCE SOUTH 88°13'04" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 3057.71 FEET TO A POINT; THENCE SOUTH 01°45'13" WEST, A DISTANCE OF 50.30 FEET TO A POINT ON THE PROPOSED RIGHT OF WAY LINE OF KENNEDY BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 88°14'39" EAST ALONG SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 01°45'13" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 88°14'39" WEST ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL TO SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 01°45'13" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 18, 2016, FILE NUMBER 2037-3510816/16.00018, 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.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, BEING, SOUTH 88°13'04" EAST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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.

REVISIONS

1. REVISED SKETCH AND LEGAL DESCRIPTION 11/14/2017.

PAGE 1 OF 2

For: ORANGE COUNTY

Date: NOVEMBER, 2017

Project No.: 004-01

Drawn: PMM Chkd.: HPV

LEGAL DESCRIPTION
KENNEDY BOULEVARD



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

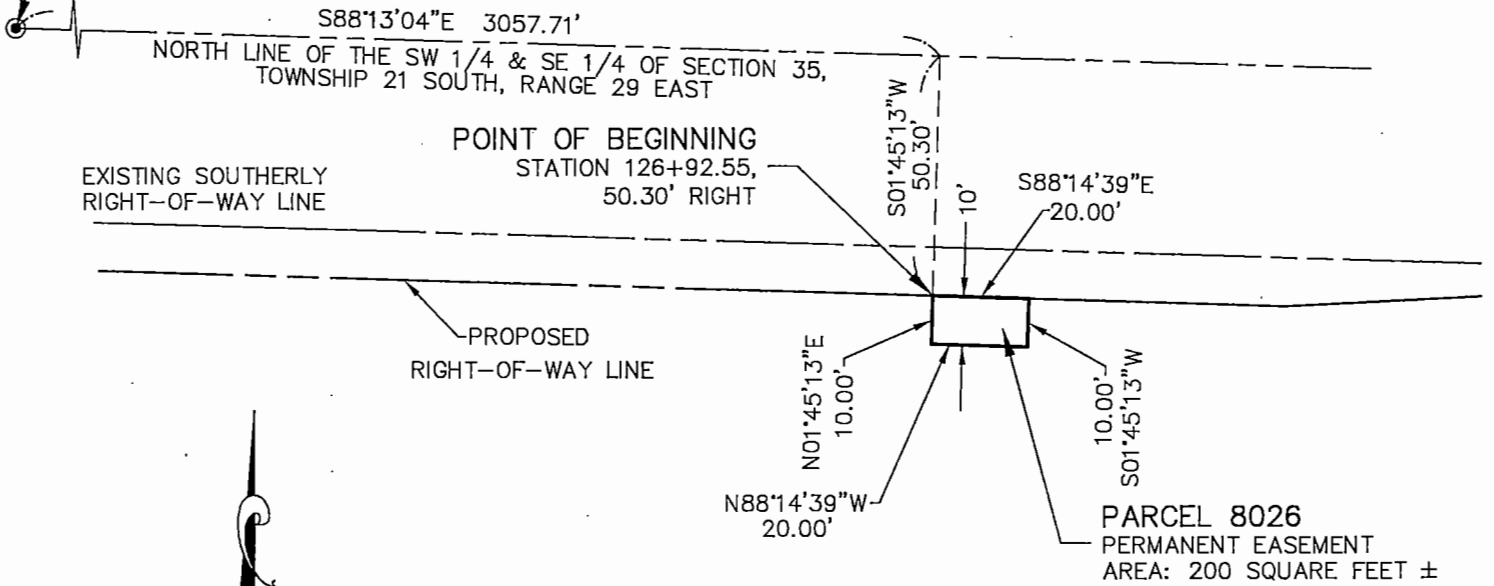
Land Surveyor Business License No. 6556

SKETCH OF DESCRIPTION

NOT A BOUNDARY SURVEY
 KENNEDY BOULEVARD
 PARCEL No.: 8026

POINT OF COMMENCEMENT
 NW CORNER OF THE
 SW 1/4 OF SECTION 35,
 TOWNSHIP 21 SOUTH,
 RANGE 29 EAST
 FOUND NAIL & DISK NO ID

KENNEDY BOULEVARD



EXISTING SOUTHERLY
 RIGHT-OF-WAY LINE

PROPOSED
 RIGHT-OF-WAY LINE

PARCEL 8026
 PERMANENT EASEMENT
 AREA: 200 SQUARE FEET ±

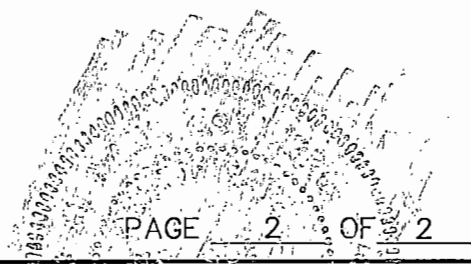


SCALE: 1" = 40'

LEGEND

- ID IDENTIFICATION
- STA STATION
- RT RIGHT
- R/W RIGHT-OF-WAY

SEE SHEET 20 OF R/W MAP



PAGE 2 OF 2

For: ORANGE COUNTY

Date: NOVEMBER, 2017

Project No.: 004-01

Drawn: PMM Chkd.: HPV



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY
 SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 11-20-2017
 H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

SCHEDULE "B"

3096 KENNEDY BOULEVARD PARCEL 8026

DRAINAGE EASEMENT

Parcel 8026 is being acquired as a permanent non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, an underground pipe and appurtenant facilities over, under, and upon the following lands as described in Schedule "A".

THE GRANTEE 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 underground pipe and appurtenant facilities out of and away from the granted easement, and the GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with the normal operation or maintenance of the underground pipe and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, open space, setback area, or any activity that will not adversely affect the structural integrity of the drainage facilities.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.