



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: July 31, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Robert K. Babcock, Acquisition Supervisor *RKB*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval of Easement Purchase Agreement between Hunter's Creek Community Association, Inc. and Orange County, Florida, approval and execution of Utility Easement Agreement between Hunter's Creek Community Association, Inc. and Orange County, Florida, and authorization to disburse funds to pay purchase price and recording fees and record instrument

PROJECT: Pump Station 3497 (Town Center Parkway)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEMS: Easement Purchase Agreement (Parcel 801)

Utility Easement Agreement (Instrument 801.1)
Cost: \$7,300
Size: 720 square feet

BUDGET: Account No.: 4420-038-1559-21-6110

FUNDS: \$7,300.00 Payable to Hunter's Creek Community Association, Inc.
(purchase price)

\$69.50 Payable to Orange County Comptroller
(recording fees)

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

REMARKS: This easement is being acquired at the request of the Orange County
Utilities Department to facilitate expansion of Pump Station 3497.

Seller to pay documentary stamp tax.

Buyer to pay recording fees.

AUG 20 2019

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: July 18, 2019

Total Amount: \$7,369.50

Project: Pump Station 3497 (Town Center Parkway)

Parcels: 801

Charge to Account # 4420-038-1559-21-6110

[Signature] 7/29/2019
Controlling Agency Approval Signature Date

JOSE HERNANDEZ
Printed Name:

[Signature] 7/29/19
Fiscal Approval Signature Date

John Pruido
Printed Name

TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condemnation Post-Condemnation

N/A District # 1

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

Hunter's Creek Community Association, Inc.
14101 Town Loop Boulevard
Orlando, FL 32837
Purchase Price \$7,300.00

Orange County Comptroller
Recording Fees \$69.50

Total: \$7,369.50

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- Copy of Executed Instrument
- Certificate of Value
- Settlement Analysis

Payable to: Hunter's Creek Community Association, Inc. \$7,300.00
Orange County Comptroller \$ 69.50

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

Recommended by Robert K Babcock
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Div

7/25/19
Date

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

7/25/19
Date

or
Payment Approved _____
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

Date

Certified America Vaughn
Approved by BCC for Deputy Clerk to the Board

AUG 20 2019
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.

Project: Pump Station 3497 (Town Center Parkway)
Parcel: 801

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 20 2019

EASEMENT PURCHASE AGREEMENT

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS EASEMENT PURCHASE AGREEMENT ("Agreement") made between Hunter's Creek Community Association, Inc., a Florida non-profit corporation, whose address is 14101 Town Loop Boulevard, Orlando, Florida 32837, hereinafter referred to as SELLER, and Orange County, Florida a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER requires the land described on **Exhibit "A"** attached hereto for the above referenced project and said SELLER agrees to furnish said land for such purpose.

**Property Appraiser's Parcel Identification Number
a portion of
27-24-29-8723-00-001 (the "Easement Area")**

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

1. SELLER agrees to execute a permanent Utility Easement Agreement in substantially the form attached hereto as **Exhibit "B"** on Parcel 801, conveying said Easement unto BUYER free of all liens and encumbrances, a lump sum payment equal to the estimated market value of the Easement Area land for the sum of \$ 5,500, plus Improvements of \$1,400 and Cost to Cure for restoration of landscaping of \$ 400, for a total of \$ **7,300**. SELLER to pay documentary stamp tax prior to receipt of proceeds, by separate check payable to Orange County Comptroller. BUYER to pay recording fees for the Utility Easement.
2. This transaction shall be closed and the Utility Easement Agreement and other closing papers delivered on or before 90 days from the effective date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by BUYER and SELLER.
3. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
4. Effective Date: This agreement shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate.
5. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Project: Pump Station 3497 (Town Center Parkway)
Parcel: 801

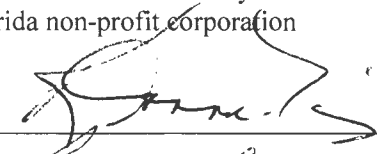
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
7. Venue. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be solely in Orange County, Florida.

The parties hereto have executed this AGREEMENT on the date(s) written below.

SELLER

Hunter's Creek Community Association, Inc.,
a Florida non-profit corporation

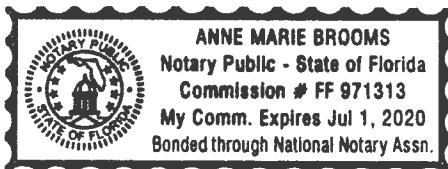
BY:


RUTHANNE CONNER-KING
Printed Name
PRESIDENT - HCCA
Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2nd of July
20 19, by Ruthanne Conner-King, as President of Hunter's Creek
Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She
is personally known to me or has produced personally known as identification.

(Notary Seal)



Anne Marie Brooms
Notary Signature
Anne Marie Brooms
Printed Notary Name

Notary Public in and for
The county and state aforesaid

My commission expires: July 1, 2020

Project: Pump Station 3497 (Town Center Parkway)
Parcel: 801

BUYER

Orange County, Florida

BY: Robert K Balcock
Acquisition Supervisor, Its Agent

DATE: 7-29-19

Rkb 5-20-19

Plot Date: Sep 14, 2017 12:22pm Filename: F:\CIVIL\PROJECTS\2015\2015-10 Tetra Tech - Hunters Creek 3497- South Central 3499 Pump Stations\9.0 Survey - PS 3497-Std.dwg

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL: TOWN CENTER MASTER PUMP STATION TRACT A
ESTATE: PERPETUAL EXCLUSIVE UTILITY EASEMENT
PURPOSE: ACQUISITION
FOR: ORANGE COUNTY UTILITIES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT A, TOWN CENTER BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 141 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SAID TRACT A; THENCE RUN SOUTH 24°50'02" EAST, SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID TRACT A, A DISTANCE OF 12.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT A; THENCE RUN SOUTH 65°09'58" WEST, ALONG THE SOUTHEAST LINE OF SAID TRACT A, A DISTANCE OF 60.00 FEET; THENCE, DEPARTING THE SOUTHEAST LINE OF SAID TRACT A, RUN NORTH 24°50'02" WEST, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD; THENCE RUN NORTH 65°09'58" EAST, ALONG SAID NORTHWEST LINE OF SAID TRACT A AND SAID RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

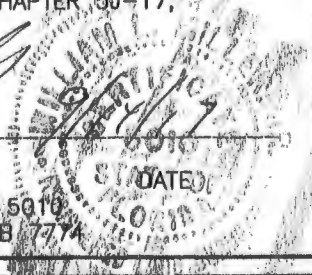
THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.017 ACRES (720 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION IS NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. A TITLE COMMITMENT WAS NOT REVIEWED FOR THIS SURVEY.
3. LANDS SHOWN HEREON WERE NOT RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE PUBLIC RECORDS THAT MAY AFFECT THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/ 1990 ADJUSTMENT.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD, AS BEING NORTH 65° 09' 58" EAST IN THE AREA OF THIS LEGAL DESCRIPTION.
6. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
7. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
8. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION ARE CERTIFIED TO ORANGE COUNTY UTILITIES.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.

WILLIAM L. MILLER, PLS
FLORIDA SURVEYOR AND MAPPER LIS 5010
BARNES FERLAND AND ASSOCIATES LB 7774



REVISION: 9/14/17 - REVISED ESTATE
NOTE: THIS IS NOT A BOUNDARY SURVEY

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.
1830 E. Hillcrest Street, Orlando, FL 32810
704 (407) 694-6200 fax (407) 694-6202
CERTIFICATE OF AUTHORIZATION: LB7774

SKETCH OF DESCRIPTION
TOWN CENTER MASTER PUMP STATION TRACT A
SECTION 27, TOWNSHIP 24 SOUTH, RANGE 29 EAST

SHEET
1 OF 2

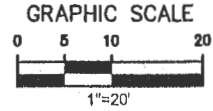
Tech: mcrowell Plot Date: Sep 14, 2017 12:27pm File name: F:\CIVIL\PROJECTS\2015\2015-10 Teira Tech - Hunter Creek 3497 - South Central 3499 Pump Station\9.0 Survey - PS 3497-9.6 Drawings\2015-10 PS 3497-S&D.dwg

SKETCH OF DESCRIPTION
 PARCEL: TOWN CENTER MASTER PUMP STATION TRACT A
 ESTATE: PERPETUAL EXCLUSIVE UTILITY EASEMENT
 PURPOSE: ACQUISITION
 FOR: ORANGE COUNTY UTILITIES



LEGEND

- CM - CONCRETE MONUMENT
- ID - IDENTIFICATION
- IRC - IRON REBAR & CAP
- IR - IRON ROD
- IP - IRON PIPE
- R/W - RIGHT-OF-WAY
- ORB - OFFICIAL RECORDS BOOK
- PG - PAGE
- PC - POINT OF CURVATURE
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- R - RADIUS
- L - ARC LENGTH
- Δ - DELTA
- CB - CHORD BEARING
- C - CHORD LENGTH
- PB - PLAT BOOK
- SF - SQUARE FEET



TOWN CENTER BOULEVARD
 (R/W VARIES)
 PB 26, PG 141

POINT OF BEGINNING

NORTHEASTERLY CORNER
 TRACT A, PB 26 PG 141

SOUTHERLY RIGHT
OF WAY LINE

TRACT G
PB 26, PG 141

S24°50'02"E
 12.00'
 NORTHEAST LINE
 OF TRACT A

SOUTHEASTERLY
CORNER
OF TRACT A

NORTHWEST LINE
OF TRACT A

N24°50'02"W
 12.00'

N65°09'58"E
 20.00'
 TRACT A
 (REMAINDER)

S24°50'02"E
 12.00'
 N65°09'58"E
 20.00'

SOUTHEAST LINE
OF TRACT A

S65°09'58"W
 60.00'

60.00'

60.00'

TRACT I

TRACT H

TOWN CENTER BOULEVARD
 PB 26, PG 141

TRACT H
 HUNTER'S CREEK GOLF COURSE
 PLAT BOOK 30, PAGE 31

LOT 1
 HUNTER'S CREEK TRACTS
 105 & 110
 PLAT BOOK 33, PAGE 33

NOTE: THIS IS NOT A BOUNDARY SURVEY

REVISION: 9/14/17 - REVISED ESTATE
 REVISION: 3/7/17 - REMOVE "UTILITY EASEMENT" TEXT

BFA Environmental Consultants
 Bernice, Ferland and Associates, Inc.
 1330 E. Hillcrest Street, Orlando, FL, 32803
 407 999 9999 407 999 9999
 CERTIFICATE OF AUTHORIZATION: LB7774

SKETCH OF DESCRIPTION
 TOWN CENTER MASTER PUMP STATION TRACT A
 SECTION 27, TOWNSHIP 24 SOUTH, RANGE 29 EAST

SHEET
 2 OF 2

Exhibit B
Form of Easement Agreement

Instrument: 801.1
Project: Pump Station 3497 (Town Center Parkway)

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("AGREEMENT"), made this 7th day of June, A.D. 2019, between Hunter's Creek Community Association, Inc., a Florida not for profit corporation, whose address is 14101 Town Loop Blvd., Orlando, Florida, 32837, GRANTOR, and Orange County, Florida a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, that the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a perpetual exclusive easement ("easement") for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, and any other utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

27-24-29-8723-00-001 (the "Easement Area")

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

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed within the Easement Area by the GRANTEE and its assigns, out of and away from the Easement Area, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Area that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

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

In addition to the foregoing, the GRANTOR and GRANTEE agree to the following:

1. **Insurance.**

- (i) Insurance of GRANTEE. GRANTEE represents and warrants to GRANTOR that GRANTEE is self-insured and as such, is a qualified self-insurer in the State of Florida.
- (ii) Insurance of GRANTEE'S Contractors. Unless otherwise agreed to by GRANTOR and GRANTEE, GRANTEE'S contractors shall carry (at their own cost and expense), the following insurance:
 - a. Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, protecting GRANTEE and GRANTOR from claims for bodily injury (including death) and property damage which may arise from or in connection with the use of the Easement Area pursuant to this Agreement, which insurance shall name GRANTOR as additional insured; and
 - b. Workers' compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
 - c. All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of A- VII or better, shall include a waiver of subrogation, be primary and noncontributory, and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Prior to commencing any work in the Easement Area, Grantee shall cause its contractors to provide certificates of insurance, together with copies of the binding endorsements to Grantor. In the event of any cancellation or reduction of coverage, Grantee's contractors shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

- 2. **Landscaping.** GRANTEE shall erect an eight (8) foot high split face masonry wall at the perimeter of the pump station to shield the pump station from visibility at the sole cost and expense of GRANTEE. GRANTOR may landscape near the perimeter of the pump station, but not in front of the access gate. Access to the Easement Area shall be from Towne Center Boulevard via a cantilever swing gate as shown in the Site Plan attached hereto as **Exhibit "B"**.

Grantee may adjust and relocate Grantor's existing utilities, which consist of an (eight (8) inch water main and zone irrigation line) to the extent that they conflict with the work proposed for the Easement Area outside the Easement Area at no cost to Grantor. Any such relocation will be done in coordination with and to the written specifications of the Grantee, and Grantor shall execute a temporary license granting Grantee a temporary access to the Grantor's property in order to complete said relocation.

3. **Binding Effect.** The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.
4. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
6. **Venue.** Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be solely in Orange County, Florida.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused these presents to be executed in their name by their respective duly authorized representatives.

Signed, sealed and delivered
in the presence of:

Hunter's Creek Community Association, Inc.,
a Florida not for profit corporation

Witness

BY: _____

Printed Name

Printed Name

Witness

Title

Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
20____, by _____, as _____ of Hunter's Creek
Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She
is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
The county and state aforesaid

My commission expires:

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Orange County, Florida,

By: Board of Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Dated: _____, 2019.

ATTEST: Phil Diamond, CPA County Comptroller

As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Dated: _____, 2019.

This instrument prepared by:

Kimberly Heim, a staff employee
in the course of duty with the Real Estate Management Division
of Orange County, Florida

REV 5-20-19 rkb/AK

EXHIBIT "A"

LEGAL DESCRIPTION
 PARCEL: TOWN CENTER MASTER PUMP STATION TRACT A
 ESTATE: PERPETUAL EXCLUSIVE UTILITY EASEMENT
 PURPOSE: ACQUISITION
 FOR: ORANGE COUNTY UTILITIES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT A, TOWN CENTER BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 141 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SAID TRACT A; THENCE RUN SOUTH 24°50'02" EAST, SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID TRACT A, A DISTANCE OF 12.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT A; THENCE RUN SOUTH 85°09'58" WEST, ALONG THE SOUTHEAST LINE OF SAID TRACT A, A DISTANCE OF 60.00 FEET; THENCE, DEPARTING THE SOUTHEAST LINE OF SAID TRACT A, RUN NORTH 24°50'02" WEST, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD; THENCE RUN NORTH 85°09'58" EAST, ALONG SAID NORTHWEST LINE OF SAID TRACT A AND SAID RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.017 ACRES (720 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION IS NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. A TITLE COMMITMENT WAS NOT REVIEWED FOR THIS SURVEY.
3. LANDS SHOWN HEREON WERE NOT RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE PUBLIC RECORDS THAT MAY AFFECT THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/ 1990 ADJUSTMENT.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD, AS BEING NORTH 85° 09' 58" EAST IN THE AREA OF THIS LEGAL DESCRIPTION.
6. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
7. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
8. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION ARE CERTIFIED TO ORANGE COUNTY UTILITIES.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 33-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.

William L. Miller

 DATE: 9/14/17

REVISION: 9/14/17 REVISED ESTATE
 NOTE: THIS IS NOT A BOUNDARY SURVEY

WILLIAM L. MILLER, PLS
 FLORIDA SURVEYOR AND MAPPER LS 5010
 BARNES FERLAND AND ASSOCIATES LD 777A

DATE

Plot Date: Sep 14, 2017 1:22:56pm Filename: P:\CIVIL\PROJECTS\2015\2015-10 Term Title - Northern Creek 3497 - State - Central 3498 Pump Station\A.C Survey - 10 PG 3497-3498.dwg

BFA Environmental Consultants
 Engineers, Planners and Associates, Inc.
 1830 E. Hillman Street, Orlando, FL 32809
 407.939.9900
 CERTIFICATE OF AUTHORIZATION: L10774

SKETCH OF DESCRIPTION
 TOWN CENTER MASTER PUMP STATION TRACT A
 SECTION 27, TOWNSHIP 24 SOUTH, RANGE 20 EAST

SHEET
 1 OF 2

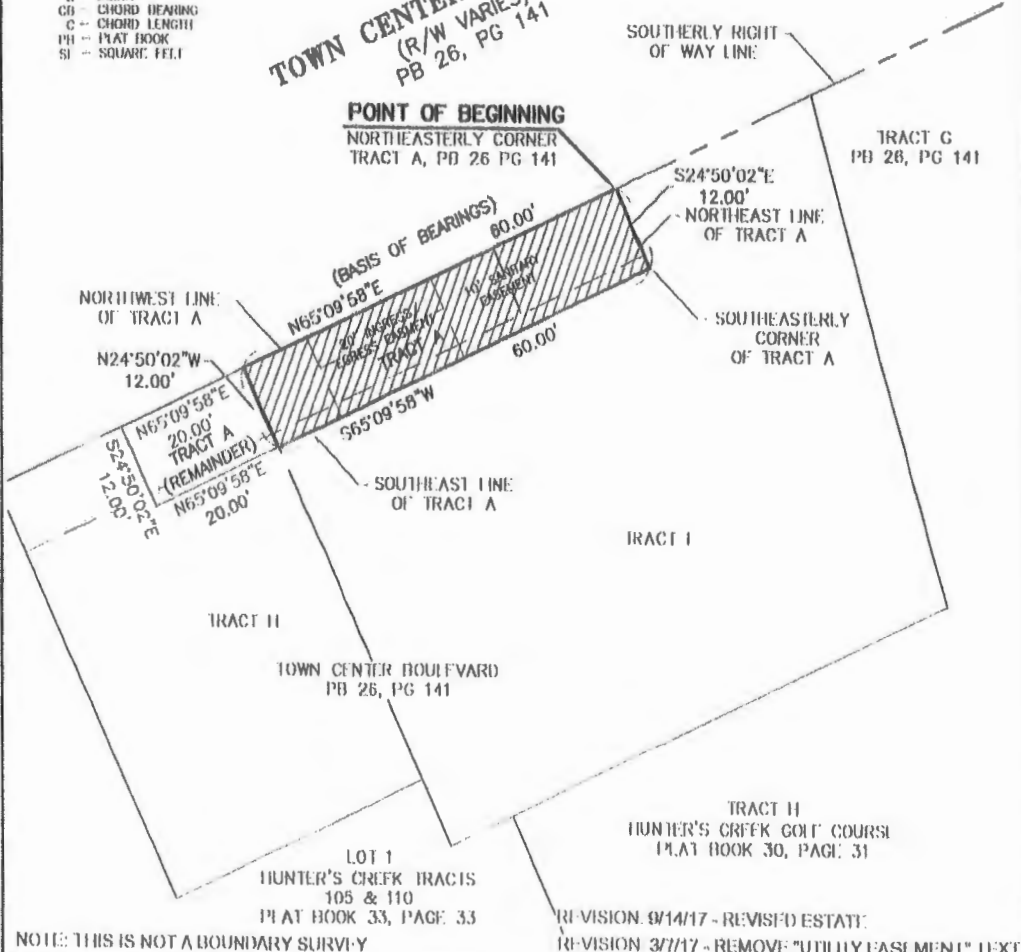
Plot Date: Sep 14, 2017 12:27pm File Name: F:\CIVIL\PROJECTS\2015\2015-10 - Misc\Town - Hunter Creek 3487 - Survey - Dmnd 3489 Pump Station\B.D. Drawing\2015-10 PG 3487-8AC.dwg
 Plot Date: Sep 14, 2017 12:27pm File Name: F:\CIVIL\PROJECTS\2015\2015-10 - Misc\Town - Hunter Creek 3487 - Survey - Dmnd 3489 Pump Station\B.D. Drawing\2015-10 PG 3487-8AC.dwg

SKETCH OF DESCRIPTION
 PARCEL: TOWN CENTER MASTER PUMP STATION TRACT A
 ESTATE: PERPETUAL EXCLUSIVE UTILITY EASEMENT
 PURPOSE: ACQUISITION
 FOR: ORANGE COUNTY UTILITIES

- LEGEND**
- CM - CONCRETE MONUMENT
 - ID - IDENTIFICATION
 - IRC - IRON REDAR & CAP
 - IR - IRON ROD
 - IP - IRON PIPE
 - R/W - RIGHT-OF-WAY
 - ORB - OFFICIAL RECORDS BOOK
 - PG - PAGE
 - PC - POINT OF CURVATURE
 - PRC - POINT OF REVERSE CURVATURE
 - PT - POINT OF TANGENCY
 - R - RADIUS
 - L - ARC LENGTH
 - A - DELTA
 - CB - CHORD BEARING
 - C - CHORD LENGTH
 - PH - PLAT BOOK
 - SI - SQUARE FEET



TOWN CENTER BOULEVARD
 (R/W VARIES)
 PB 26, PG 141



NOTE: THIS IS NOT A BOUNDARY SURVEY
 RE-VISION 0/14/17 - REVISED ESTATE
 RE-VISION 3/7/17 - REMOVE "UTILITY EASEMENT" TEXT

BFA Environmental Consultants
 Survey, Planning and Associates, Inc.
 1820 E. Highway Street, Orlando, FL 32809
 P.O. Box 100000
 CERTIFICATE OF AUTHORIZATION 107774

SKETCH OF DESCRIPTION
 TOWN CENTER MASTER PUMP STATION TRACT A
 SECTION 27, TOWNSHIP 24 SOUTH, RANGE 29 EAST

SHEET
 2 OF 2

APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

AUG 20 2019

Instrument: 801.1
Project: Pump Station 3497 (Town Center Parkway)

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("AGREEMENT"), made this 7th day of JUNE A.D. 2019, between Hunter's Creek Community Association, Inc., a Florida not for profit corporation, whose address is 14101 Town Loop Blvd., Orlando, Florida, 32837, GRANTOR, and Orange County, Florida a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, that the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a perpetual exclusive easement ("easement") for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, and any other utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

27-24-29-8723-00-001 (the "Easement Area")

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

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed within the Easement Area by the GRANTEE and its assigns, out of and away from the Easement Area, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Area that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

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

In addition to the foregoing, the GRANTOR and GRANTEE agree to the following:

1. **Insurance.**

- (i) Insurance of GRANTEE. GRANTEE represents and warrants to GRANTOR that GRANTEE is self-insured and as such, is a qualified self-insurer in the State of Florida.
- (ii) Insurance of GRANTEE'S Contractors. Unless otherwise agreed to by GRANTOR and GRANTEE, GRANTEE'S contractors shall carry (at their own cost and expense), the following insurance:
 - a. Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, protecting GRANTEE and GRANTOR from claims for bodily injury (including death) and property damage which may arise from or in connection with the use of the Easement Area pursuant to this Agreement, which insurance shall name GRANTOR as additional insured; and
 - b. Workers' compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
 - c. All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of A- VII or better, shall include a waiver of subrogation, be primary and noncontributory, and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Prior to commencing any work in the Easement Area, Grantee shall cause its contractors to provide certificates of insurance, together with copies of the binding endorsements to Grantor. In the event of any cancellation or reduction of coverage, Grantee's contractors shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

2. **Landscaping.** GRANTEE shall erect an eight (8) foot high split face masonry wall at the perimeter of the pump station to shield the pump station from visibility at the sole cost and expense of GRANTEE. GRANTOR may landscape near the perimeter of the pump station, but not in front of the access gate. Access to the Easement Area shall be from Towne Center Boulevard via a cantilever swing gate as shown in the Site Plan attached hereto as **Exhibit "B"**.

Grantee may adjust and relocate Grantor's existing utilities, which consist of an (eight (8) inch water main and zone irrigation line) to the extent that they conflict with the work proposed for the Easement Area outside the Easement Area at no cost to Grantor. Any such relocation will be done in coordination with and to the written specifications of the Grantee, and Grantor shall execute a temporary license granting Grantee a temporary access to the Grantor's property in order to complete said relocation.

3. **Binding Effect.** The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.
4. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
6. **Venue.** Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be solely in Orange County, Florida.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused these presents to be executed in their name by their respective duly authorized representatives.

Signed, sealed and delivered in the presence of:

Hunter's Creek Community Association, Inc., a Florida not for profit corporation

[Signature]
Witness

BY: [Signature]

Michelle L. Ouimet
Printed Name

Ruthanne Connor-King
Printed Name

[Signature]
Witness

PRESIDENT
Title

Denise L. Sedon
Printed Name

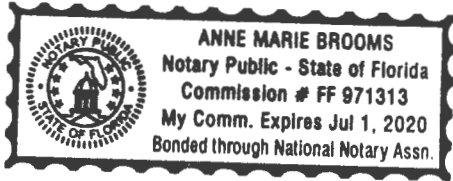
(Signature of TWO witnesses required by Florida law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of June 20 19, by Ruthanne Connor-King, as President of Hunter's Creek Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

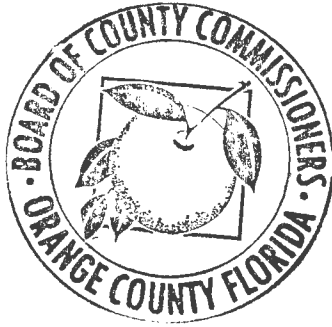
Anne Marie Brooms
Notary Signature
Anne Marie Brooms
Printed Notary Name



Notary Public in and for
The county and state aforesaid

My commission expires: July 1, 2020

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]



Orange County, Florida,

By: Board of Commissioners

By: Bryan Brooks

for Jerry L. Demings

Orange County Mayor

Dated: 20 Aug 19, 2019.

ATTEST: Phil Diamond, CPA County Comptroller

As Clerk of the Board of County Commissioners

By: Jessica Vaupel
for Deputy Clerk

Dated: AUG 20 2019, 2019.

This instrument prepared by:
Kimberly Heim, a staff employee
in the course of duty with the Real Estate Management Division
of Orange County, Florida
REV 5-20-19 rkb/AK

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL: TOWN CENTER MASTER PUMP STATION TRACT A
ESTATE: PERPETUAL EXCLUSIVE UTILITY EASEMENT
PURPOSE: ACQUISITION
FOR: ORANGE COUNTY UTILITIES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT A, TOWN CENTER BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 141 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SAID TRACT A; THENCE RUN SOUTH 24°50'02" EAST, SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID TRACT A, A DISTANCE OF 12.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT A; THENCE RUN SOUTH 65°09'58" WEST, ALONG THE SOUTHEAST LINE OF SAID TRACT A, A DISTANCE OF 60.00 FEET; THENCE, DEPARTING THE SOUTHEAST LINE OF SAID TRACT A, RUN NORTH 24°50'02" WEST, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD; THENCE RUN NORTH 65°09'58" EAST, ALONG SAID NORTHWEST LINE OF SAID TRACT A AND SAID RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.017 ACRES (720 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION IS NOT VALID UNLESS SIGNED AND EMBOSSED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. A TITLE COMMITMENT WAS NOT REVIEWED FOR THIS SURVEY.
3. LANDS SHOWN HEREON WERE NOT RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE PUBLIC RECORDS THAT MAY AFFECT THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/ 1990 ADJUSTMENT.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD, AS BEING NORTH 65° 09' 58" EAST IN THE AREA OF THIS LEGAL DESCRIPTION.
6. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
7. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
8. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION ARE CERTIFIED TO ORANGE COUNTY UTILITIES.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.

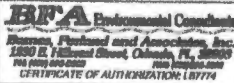
William L. Miller 9/14/17

WILLIAM L. MILLER, PLS
FLORIDA SURVEYOR AND MAPPER LS 5010
BARNES FERLAND AND ASSOCIATES LB 7724

DATE
LSM

REVISION: 9/14/17 - REVISED ESTATE
NOTE: THIS IS NOT A BOUNDARY SURVEY

Plot Date: Sep 14, 2017 1:22:38pm Filename: F:\CIVIL\PROJECTS\2017\17-10 Towns Tract - Numbers Crest 5497-- South Central 5489 Pump Station\LD Survey - PL 5497\LD Drawings\2017-10 PL 5497-LD.dwg



SKETCH OF DESCRIPTION
TOWN CENTER MASTER PUMP STATION TRACT A
SECTION 27, TOWNSHIP 24 SOUTH, RANGE 28 EAST

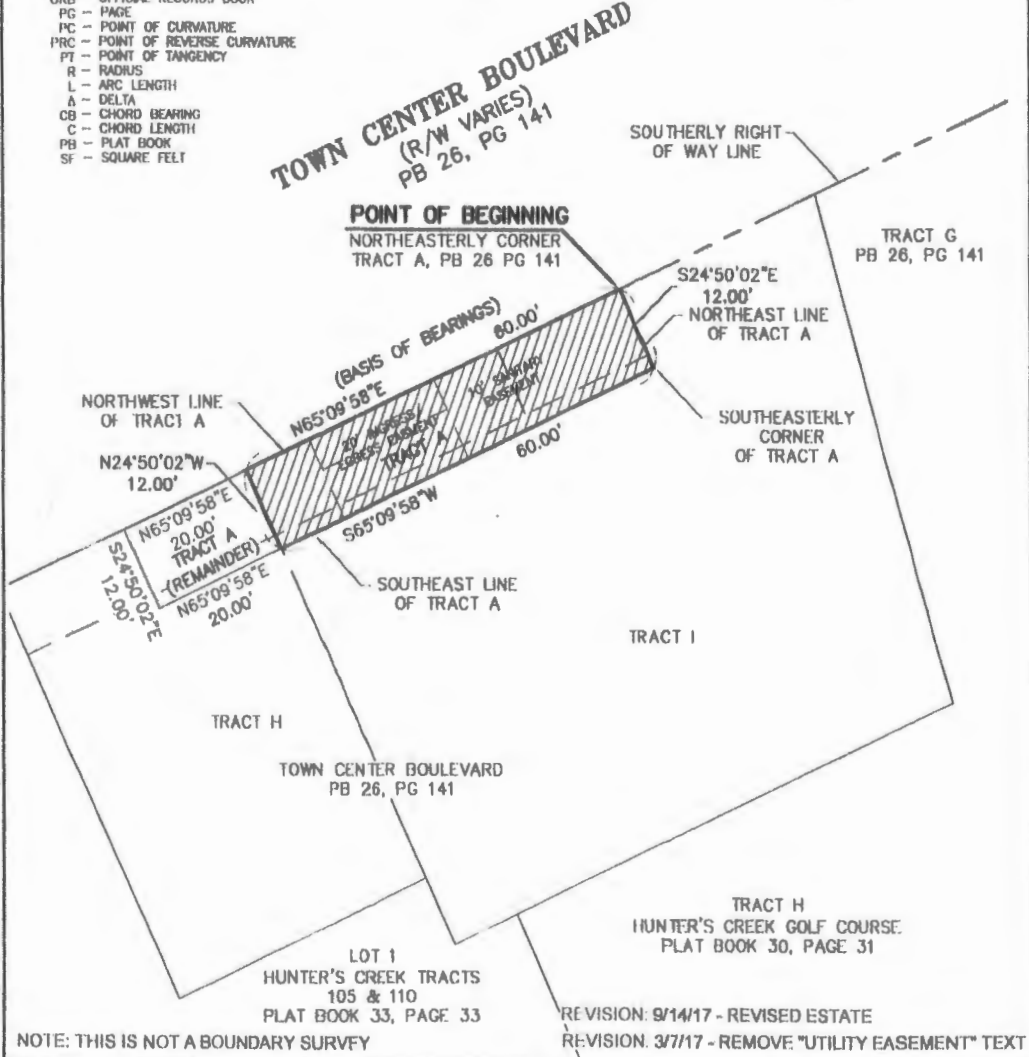
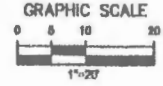
SHEET
1 OF 2

Plot Date: Sep 14, 2017 12:27pm
 Filename: F:\CIVIL\PROJECTS\2015\2015-10\Terra Tech - Hunters Creek 3487 - South\Central 3489 Pump Station\9.0 Survey - PS 3487-9.0 Drawings\2015-10 PS 3487-9.0.dwg
 Scale: nwnwsw
 JRFPA Environmental Consultants
 James P. Jones and Associates, Inc.
 1830 E. Hillwood Street, Orlando, FL 32803
 407.441.1111
 CERTIFICATE OF AUTHORIZATION: L07724

SKETCH OF DESCRIPTION
PARCEL: TOWN CENTER MASTER PUMP STATION TRACT A
ESTATE: PERPETUAL EXCLUSIVE UTILITY EASEMENT
PURPOSE: ACQUISITION
FOR: ORANGE COUNTY UTILITIES



- LEGEND**
- CM - CONCRETE MONUMENT
 - ID - IDENTIFICATION
 - IRC - IRON REBAR & CAP
 - IR - IRON ROD
 - IP - IRON PIPE
 - R/W - RIGHT-OF-WAY
 - ORB - OFFICIAL RECORDS BOOK
 - PG - PAGE
 - PC - POINT OF CURVATURE
 - PRC - POINT OF REVERSE CURVATURE
 - PT - POINT OF TANGENCY
 - R - RADIUS
 - L - ARC LENGTH
 - Δ - DELTA
 - CB - CHORD BEARING
 - C - CHORD LENGTH
 - PB - PLAT BOOK
 - SF - SQUARE FEET



NOTE: THIS IS NOT A BOUNDARY SURVEY
 REVISION: 9/14/17 - REVISED ESTATE
 REVISION: 3/7/17 - REMOVE "UTILITY EASEMENT" TEXT

JRFPA Environmental Consultants
 James P. Jones and Associates, Inc.
 1830 E. Hillwood Street, Orlando, FL 32803
 407.441.1111
 CERTIFICATE OF AUTHORIZATION: L07724

SKETCH OF DESCRIPTION
TOWN CENTER MASTER PUMP STATION TRACT A
SECTION 27, TOWNSHIP 24 SOUTH, RANGE 29 EAST

SHEET
2 OF 2

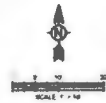
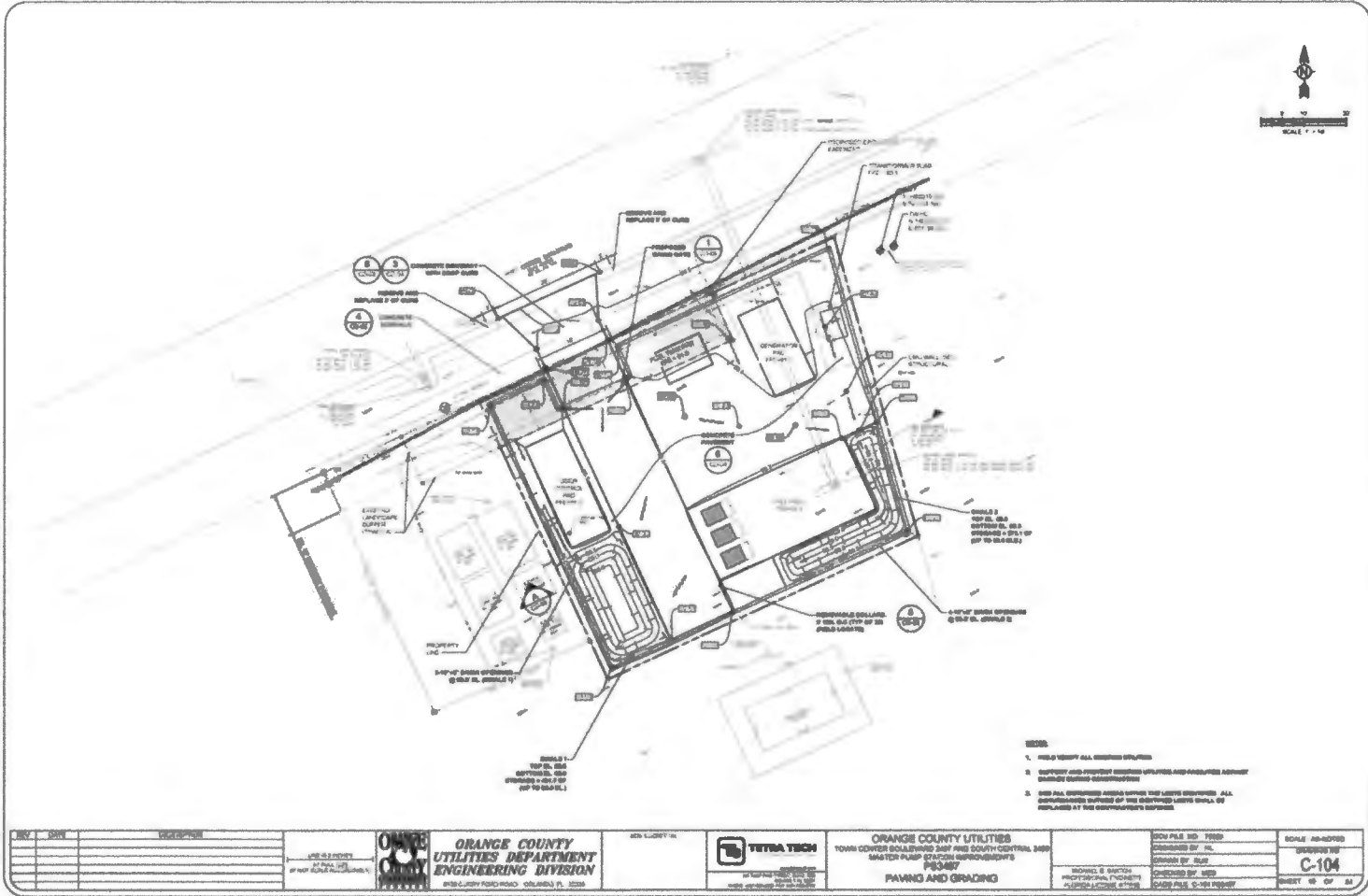


EXHIBIT B

- NOTES**
1. FIELD VERIFY ALL EXISTING UTILITIES
 2. EXISTING AND PROPOSED UTILITIES AND PROPOSED ADJUSTED EXISTING CURBSHED LOCATIONS
 3. SHED ALL EXISTING AREAS UNDER THE LOTLINE EXCEPT ALL CONCRETE SURFACES OF THE EXISTING LOTLINE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

REV	DATE	DESCRIPTION

DATE: 03/20/2018
 BY: [Signature]
 CHECKED BY: [Signature]

ORANGE COUNTY UTILITIES DEPARTMENT ENGINEERING DIVISION
 1850 LLOYD ROAD, SUITE 100, GAITHERSBURG, MD 20878

TETRA TECH
 10000 WILSON ROAD, SUITE 100, FALLS CHURCH, VA 22044

ORANGE COUNTY UTILITIES
 TOWN CENTER BOULEVARD 3407 AND SOUTH CENTRAL 3400
 MATCH PLAN (STATION WORKSHEETS)
PE3487
PAVING AND GRADING

DCU FILE NO: 7580
 DRAWING NO: [Blank]
 CHECKED BY: [Blank]
 DATE: [Blank]

SCALE: AS SHOWN
C-104
 SHEET NO. OF 84

AECOM

ORANGE COUNTY UTILITIES DEPARTMENT CERTIFICATE OF VALUE

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

Location: 2714 Town Center Boulevard
County: Orange
Client: Orange County Utilities Dept.
Owner: Hunters Creek Community Assn., Inc.
Parcel No.: 801

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, 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 that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. AECOM previously appraised the property as a fee simple acquisition on May 15, 2017. I have performed no other (or the specified services), as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. 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.
6. 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.
7. 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.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to the appraisal right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the Department without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgement, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 6th day of April, 2018, is: \$7,300.

Market value should be allocated as follows:

LAND	\$5,500	LAND AREA:	English (SF) <u>720 SF</u>
IMPROVEMENTS	\$1,400		
NET DAMAGES &/OR		Land Use:(H&BU as Vacant):	<u>Residential Use</u>
COST TO CURE	\$ <u>400</u>		
TOTAL	\$7,300		

April 12, 2018
DATE



APPRAISER

Project: Pump Station 3497 (Town Center Parkway)
 Parcel No(s): 801
 Name of Owner(s): Hunter's Creek Community Association, Inc.
 Page No.: 1

SETTLEMENT ANALYSIS

<u> </u>	Pre-Condemnation
X	Not Under Threat

County's Appraised Value

Land: 720 SF	\$ 5,500
Improvements: 624 SF sod, 5 bottle brush trees	\$ 1,400
Cost-to-Cure: Replace/Reestablish 8 bottle brush trees	\$ 400
Other Damages:	<u>\$ 0</u>
Total Appraisal Value	<u>\$ 7,300</u>
Total Appraisal Value – All Parcels	<u>\$ 7,300</u>

Owner's Requested Amount—Initial

Land: 720 SF	\$ 8,200
Improvements: (included above)	\$ 0
Cost-to-Cure: Reestablish Trees	\$ 1,400
Other Damages:	<u>\$ 0</u>
Total Owner's Requested Amount—Initial:	<u>\$ 9,600</u>

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global):	\$ 7,300
Total Owner's Requested Amount—After Negotiations:	<u>\$ 7,300</u>

Recommended Settlement Amount	<u>\$ 7,300</u>
--------------------------------------	------------------------

Project: Pump Station 3497 (Town Center Parkway)
Parcel No(s): 801
Name of Owner(s): Hunter's Creek Community Association, Inc.
Page No.: 2

EXPLANATION OF RECOMMENDED SETTLEMENT

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

Parcel 801 contains 720 SF and is 60 feet in width and 12 feet in depth. The area will facilitate expansion of existing Pump Station 3497 (Town Center Parkway). Upon completion of the expansion project, Utilities will install a perimeter masonry wall with access to the pump station via an aluminum simulated wrought iron gate opening to Town Center Boulevard.

The property owners accepted the appraised value for the expansion area. I recommend and approve this acquisition.

Recommended by: Robert K Babcock Date: 7-17-19
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 7-17-19
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: Russell Corriveau Date: 7/17/19
Russell Corriveau, Assistant Manager, Real Estate Mgmt. Division

or
Approved by: _____ Date: _____
Paul Sladek, Manager, Real Estate Mgmt. Division

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hunter's Creek Community Association

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
14101 Town Loop Blvd.

6 City, state, and ZIP code
Orlando FL 32837

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

59	-	2730786
----	---	---------

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶ *Denise Gladen*

Date ▶ *7/16/19*

General Instructions

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

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

Purpose of Form

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

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

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

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