

Project: Bob's Market Canal
Parcel: 706

CONTRACT FOR PURCHASE AND SALE

COUNTY OF ORANGE STATE OF FLORIDA

This Contract for Purchase and Sale (the "**Agreement**") is made and entered into by and between Francisco Jose Gonzalez Berio and Isabel Cristina Hernandez Morales, husband and wife, (collectively, the "**Seller**"), and Orange County, Florida a charter county and political subdivision of the State of Florida ("**Buyer**").

RECITALS

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

Property Appraiser's Parcel Identification Number
19-22-32-7880-01-170
[Deed Reference: Document No. 20190657531]
(hereinafter referred to as the "**Property**")

B. Buyer requires a temporary easement over a portion of the Property as further described on Schedule A, incorporated herein by reference (the "**Parcel**"), for its Bob's Market Canal project (the "**Project**").

C. Seller agrees to furnish the Parcel for the Project.

AGREEMENT

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

1. **Agreement:**

a. Seller agrees to execute a Temporary Construction Easement ("TCE") over the Parcel, conveying the TCE to Buyer free and clear of all liens and encumbrances in substantially the same form as attached in Schedule B, attached hereto and incorporated herein by reference. The TCE will be effective once approved by the Board of County Commissioners and recorded in the public records (the start date), the TCE shall automatically terminate, without further action required by either party, seven (7) years from the date of recording or upon project completion, whichever occurs first.

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

2. **Consideration:** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, Buyer shall pay to Seller a total purchase price for the Parcel in the amount of ~~FIVE THOUSAND AND NO/100THS U.S. Dollars~~ (\$5,000.00) (the "Purchase Price"). *SEVEN LM* *\$7,000.00* *LM*

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

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

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

Cost	Paid by Seller	Paid by Buyer
Recording Fees for the Documents of Conveyance	No	Yes
Documentary Stamp Tax	Yes	No

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

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

a. Temporary Construction Easement

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

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

8. **Miscellaneous Provisions:**

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

	Seller	Buyer
Name:	Francisco Jose Gonzalez Berio and Isabel Cristina Hernandez Morales	Orange County, Florida
Physical Address:	16201 Old Cheney Highway Orlando, Florida 32833	400 East South Street, 5 th Floor Orlando, Florida 32801
Mailing Address:	16201 Old Cheney Highway Orlando, Florida 32833	P.O. Box 1393 Orlando, Florida 32801-1339
Contact:	Francisco Gonzalez	Attn: Real Estate Management Division
Phone:	(407) 408-4314	407-836-7070

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

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

c. **Entire Agreement.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Seller and Buyer, made with respect to the matters herein contained, and when duly executed constitute the Agreement between Seller and Buyer. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

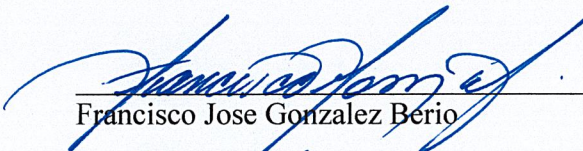


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) written below.

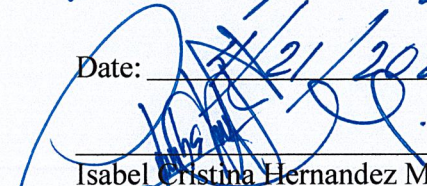
Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's acquisition agent named below does not in and of itself nor in any way bind Buyer.

SELLER



Francisco Jose Gonzalez Berio

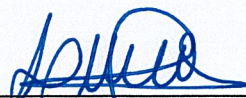
Date: 4/21/2026



Isabel Cristina Hernandez Morales

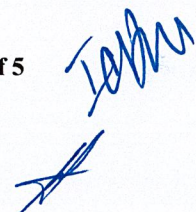
Date: 4/21/2026

Presented to Seller on behalf of Orange County by:



~~Steve Cochran, Acquisition Agent~~ **LUCIANA MINO, ACTING MANAGER**
Orange County Real Estate Management Division

Date: 4/21/26



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BUYER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Jerry L. Demings,
Orange County Mayor

Date: _____

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

BY:

Deputy Clerk

Printed Name

[Handwritten signature]
[Handwritten signature]

SCHEDULE "A"

SKETCH OF DESCRIPTION

PROJECT: BOB'S MARKET CANAL

PARCEL: 706

**PURPOSE: TEMPORARY CONSTRUCTION
EASEMENT**

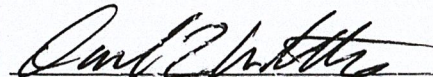
SPACE ABOVE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A tract of land lying in Lot 17, Block A, Seaward Plantation Estates, First Addition, as recorded in Plat Book T, Page 124, of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Lot 17 of said Plat; Thence run along the Northerly line of said Lot 17, North 42°43'25" East, a distance of 60.46 feet; Thence run North 72°33'25" East, a distance of 61.67 feet to the Northeast corner of said Lot 17; Thence run along the East line of said Lot 17, South 00°01'27" West, a distance of feet 10.48 feet; Thence run South 72°33'25" West, a distance of 55.86 feet; Thence run South 42°43'25" West, a distance of 68.64 feet to the West line of said Lot 17; Thence run along the West line of said Lot 17, North 00°01'27" East, for a distance of 14.75 feet to the Point of Beginning.

Containing 1,233.16 Square Feet, MORE or LESS.



DANIEL L. WHITTAKER,
PROFESSION SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 06/19/2023


I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYORS NOTES:

1. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
2. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 17 AS RECORDED IN PLAT BOOK T, PAGE 124, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH 42°43'25" EAST (ASSUMED).
3. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, UNLESS OTHERWISE NOTED.
4. NOT A BOUNDARY SURVEY.
5. LOT 17, BLOCK A, PARCEL I.D. 19-22-32-7880-01-170.

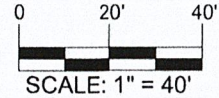
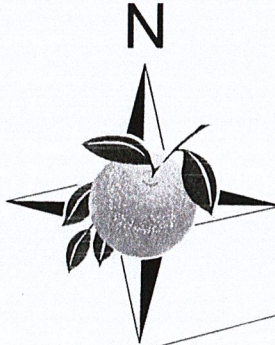
PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT COMPLETE WITHOUT SHEET 2 OF 2

FIELD DATE: -----	DATE: 08/08/2022	SECTION: 20	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32830-9205 (407) 836-7851	DRAWING SCALE: N/A
DRAWN BY: JFM		TOWNSHIP: 22S		COUNTY PROJECT NUMBER
CHECKED BY: D. WHITTAKER	REVISIONS: 06/19/2023	RANGE: 32E		8930
APPROVED BY: D. WHITTAKER		SHEET 1 OF 2		

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**SKETCH OF DESCRIPTION
PROJECT: BOB'S MARKET CANAL
PARCEL: 706**



SEAWARD PLANTATION
ESTATES FIRST ADDITION
(P.B. T, PG 124)

LOT 1
BLOCK A
(DOC
#20190796048)

DRAINAGE DITCH
(VARIABLE WIDTH)

NE CORNER
OF LOT 17

NORTHERLY LINE OF LOT 17
BASIS OF BEARING
N42° 43' 25"E
60.46'

N72° 33' 25"E
61.67'

S00° 01' 27"W
10.48'

10' TCE
S72° 33' 25"W
55.86'

LOT 18
BLOCK A
(DOC #20210201245)

POB
NW CORNER
OF LOT 17

N00° 01' 27"E
14.75'

WEST LINE OF LOT 17

LOT 17
BLOCK A
(DOC #20190657531)

EAST LINE OF LOT 17

SEAWARD PLANTATION ESTATES
FIRST ADDITION
(P.B. T, PG 124)


LOT 16
BLOCK A,
(O.R.B. 2030, PG 252)

LEGEND:

- DOC= Document
- O.R.B.= Official Records Book
- PI= Point of Intersection
- POB= Point of Beginning
- P.B.= Plat Book
- PG(S)= Page/Pages
- TCE= Temporary Construction Easement

PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT COMPLETE WITHOUT SHEET 1 OF 2

FIELD DATE: _____	DATE: 08/08/2022	SECTION: 20	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9206 (407) 836-7951	DRAWING SCALE: 1"=40'
DRAWN BY: JFM	REVISIONS:	TOWNSHIP: 22S		COUNTY PROJECT NUMBER 8930
CHECKED BY: D. WHITTAKER	06/19/2023	RANGE: 32E		
APPROVED BY: D. WHITTAKER		SHEET 2 OF 2		

JFM

SCHEDULE B
Form of Temporary Construction Easement

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

Joanna Baruk, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
a portion of: **19-22-32-7880-01-170**

Instrument: 706.1
Project: Bob's Market Canal

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of \$10.00, other valuable considerations, and of the benefits accruing to us, we, Francisco Jose Gonzalez Berio and Isabel Cristina Hernandez Morales, husband and wife, GRANTORS, do hereby give, grant, bargain, and release to 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, a temporary easement to enter upon the portion of the lands of the owner being described as follows:

SEE ATTACHED SCHEDULE "A"

THIS EASEMENT is granted for construction purposes only, but not on weekends or holidays, including the right to enter upon said lands for the purposes of sloping, grading, clearing, grubbing, installation of a temporary fence with black mesh, storage of materials and equipment, excavation, and restoration during GRANTEE'S construction of a drainage improvement, as GRANTEE deems necessary or prudent. Should GRANTEE perform any such construction activities in the easement area, GRANTEE shall provide a two-week notice prior to starting such activities, and, at its sole cost and expense, restore such lands to the condition existing prior to such construction activities, including the repair or replacement of any paving, curbing, sidewalks, landscaping, and replacement of the fence on the property boundary.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural improvements will not be damaged.

THIS EASEMENT shall expire upon the completion of the construction of the said project or after seven (7) years, whichever occurs first.

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Instrument: 706.1
Project: Bob's Market Canal

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be signed in their name.

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

WITNESS #1

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

FORM NOT FOR EXECUTION

Francisco Jose Gonzalez Berio

Mailing Address: 16201 Old Cheney Highway

City: Orlando State: Florida

Zip Code: 32833

WITNESS #2

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Francisco Jose Gonzalez Berio, a married man. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

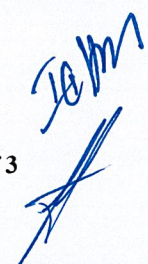
Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____

{signature continues on following page}



Instrument: 706.1
Project: Bob's Market Canal

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

WITNESS #1

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

FORM NOT FOR EXECUTION

Isabel Cristina Hernandez Morales

Mailing Address: 16201 Old Cheney Highway

City: Orlando State: Florida

Zip Code: 32833

WITNESS #2

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Isabel Cristina Hernandez Morales, a married woman. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____