



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: November 18, 2021

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

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

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ/WTC*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

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

ACTION REQUESTED: Approval and execution of Joint Use Park and Easement Agreement (Middle School/County Property) by and between The School Board of Orange County, Florida and Orange County, Florida and authorization to disburse funds to pay recording fees and record instrument

PROJECT: Dr. P. Phillips / OCPS Future Middle School Joint Ballfield Park – Invest District 1

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

ITEM: Joint Use Park and Easement Agreement (Middle School/County Property)
Cost: None
Size: 4.324 acres
Term: 20 years, with automatic five year extensions

BUDGET: Account No.: 1023-021-0187-6310

FUNDS: \$273.50 payable to Orange County Comptroller (recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Parks and Recreation Division
Risk Management Division

REMARKS: Kerina Village, LLC (Kerina), the School Board of Orange County, Florida (OCPS), and County have negotiated the creation of a new park site to be located partially upon lands which have been donated to County by Kerina and partially upon abutting lands owned by OCPS, all lying east of South Apopka-Vineland Road and just north of the recently vacated Fenton Road Corridor.

County and OCPS are entering into this Joint Use Park and Easement Agreement to define the terms and conditions of operation of the park in conjunction with the future middle school to be located on the adjacent OCPS property, as well as grant temporary access and drainage easements to County which will be replaced upon development of the school site by OCPS.

NOV 30 2021

**JOINT USE PARK AND EASEMENT AGREEMENT
(Middle School/County Property)**

This **JOINT USE PARK AND EASEMENT AGREEMENT** (hereinafter the "Agreement") is made and entered as of the Effective Date (hereinafter defined) by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a corporate body existing under the Constitution and laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("School Board"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County")(collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, the School Board is the fee simple owner of certain real property located on South Apopka Vineland Road, identified as Orange County Parcel Id. No. 10-24-28-0000-00-047, and more particularly described in "**Exhibit A**," attached hereto ("School Property"); and

WHEREAS, Kerina Village, LLC, a Florida limited liability company, successor by conversion to Kerina Village, Inc., a Florida corporation ("Kerina"), is the fee simple owner of certain real property located adjacent to and abutting the School Property, identified as Orange County Parcel Id. No. 10-24-28-0000-00-053 ("Kerina Property"); and

WHEREAS, on June 4, 2019, the Orange County Board of County Commissioners ("Board") approved Kerina's Substantial Change Request to the Kerina Parkside PD, which PD includes the Kerina Property, to revise certain aspects of the development program to allow for the development of residential dwelling units, retail and office uses, and an Orange County park; and

WHEREAS, as a condition of the Board approving Kerina's Substantial Change Request, Kerina is required to convey to the County a certain five-acre portion of the Kerina Property, more particularly described in "**Exhibit B**," attached hereto, for the County to develop as a new County park facility, including ballfields and associated amenities ("Donated Park Property"); and

WHEREAS, the School Board intends to develop the School Property as a middle school, currently planned to open in 2029, and has agreed to set aside a portion of the School Property to be developed as part of the new County park facility (the "Shared Park Property," as more particularly described on "**Exhibit C**"), which overall facility will be developed on the combined Donated Park Property and Shared Park Property and which facility shall include four (4) baseball/softball fields and associated amenities (the "Park Facility" as depicted on the attached **Exhibit "D"**); and

WHEREAS, the County desires to commence development of the Park Facility as soon as possible; and

WHEREAS, the School Board's development of the School Property as a middle school is not scheduled to commence until approximately 2027; and

WHEREAS, prior to the School Board's development of the School Property, the County will require temporary access to and from both the School Property and the Donated Park Property for the development of the Park Facility; and

WHEREAS, the County will also require temporary drainage and parking rights during the development of the Park Facility, as well as when the Park Facility is completed and operational, but prior to the School Board's development of the School Property; and

WHEREAS, the County will also require parking rights after the Park Facility and School are completed and operational; and

WHEREAS, upon Kerina's conveyance of the Donated Park Property to the County, the School Board agrees to grant the County the access, parking, and drainage rights set forth in this Agreement, and to allow the County to construct a portion of the Park Facility on the School Property, all subject to the terms and conditions set forth herein; and

WHEREAS, the School Board and the County deem it to be in the public interest to provide for joint usage rights with respect to the Park Facility and the School Property, as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the School Board and the County hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Definitions**. As used in this Agreement, the terms provided herein shall have the following definitions:
 - a. "Park Facility" means the ballfields and supporting infrastructure, facilities, and amenities consistent with the Concept Plan for the OC/OCPS Dr. Phillips Ballfields being built on the Shared Park Property and Donated Park Property as described on the attached hereto as "**Exhibit D**" ("Concept Plan").
 - b. "Principal" shall mean the principal of the middle school to be constructed on the School Property.
 - c. "School" shall mean the middle school to be constructed on the School Property.
 - d. "School Ballfield" shall mean the baseball field located wholly on the Shared Park Property that is required by the School Board to meet its requirements for educational facilities at the middle school and is more particularly described on "**Exhibit E**."
 - e. "School Sanctioned Activities" shall mean events organized by the School and held outside School Hours and School Term, including field days, carnivals, home games, meets, and practices.

f. “School Term” shall mean days during which student classes are regularly scheduled at the School. This does not include Saturdays, Sundays, winter break, spring break, or summer vacation.

g. “School Hours” shall mean regular school hours beginning at the start of the school day and continuing until 4:30 p.m. Monday through Friday during the School Term.

h. “Shared Parking Area” means the area depicted on the Concept Plan attached as “**Exhibit D**” as “OCPS/Orange Co. Shared Parking Area.” The depiction of the “Shared Parking Area” is acknowledged by the County to be conceptual at this point. The School Board shall have sole discretion as to all aspects of the final design and construction of the “Shared Parking Area”, including but not limited to, final location, layout, capacity, and construction methods and materials. The Shared Parking Area is to be a permanent parking area serving the School and available for use of the Park Facility, subject to the terms of this Agreement, after opening of the School.

i. “Superintendent” means the Superintendent of Orange County Public Schools.

3. **Construction, Maintenance & Repair Easement for Park Facility.**

(a) The School Board hereby grants and conveys to the County, subject to the terms and conditions set forth herein, its employees, contractors, subcontractors, laborers, consultants, and agents, a permanent, perpetual, non-exclusive easement through, over, under, and upon that portion of the School Property depicted and legally described on “**Exhibit C,**” attached hereto (“Shared Park Property”), to design, permit, engineer, construct, maintain, and repair a public County park consisting of the Park Facility. The County shall be solely responsible for the costs and expenses to design, permit, engineer, construct, maintain and repair the Park Facility, and shall be solely responsible for all work performed on the Shared Park Property by the County and its employees, contractors, subcontractors, laborers, consultants, and agents. Such work shall be undertaken in a safe and prudent manner. The County shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and any applicable permits, with respect to the design, permitting, engineering, construction, maintenance, and repair of the Park Facility. The depiction of the proposed layout of the middle school shown on “**Exhibit D**” is acknowledged by the County to be conceptual at this point. The School Board shall have sole discretion as to all aspects of the final design and construction of the middle school including but not limited to, final location, layout, capacity, and construction methods and materials. School Board shall retain the right to place any needed improvements or facilities in the Shared Park Property that do not interfere with approved County park facilities.

(b) **Inspections and Design Review School Property and Shared Park Property.** The construction of any permanent improvements on the Shared

Park Property and temporary improvements on School Property contemplated by this Agreement shall require a permit from School Board's Building Code Compliance Office (the "BCCO"). County shall be responsible to comply with all codes applicable to construction on School Board property.

- (c) **Inspections and Design Review Donated Park Property.** The County's building department shall be solely responsible for any inspections required by the Florida Building Code pertaining to the construction of the Park Facility on Donated Park Property. Prior to the County's commencement of any construction on the Park Facility, the County shall provide the School Board with a review set of site and building plans for the Park Facility, including specifications inclusive of a site plan, building plans, exterior elevations, architectural design, construction details, and other such drawings typical to a full set of construction documents ("Plans"), for the School Board's review. The School Board shall provide written comments or approval to the County within 15 business days of receipt. In the absence of the School Board's approval, upon receipt of the School Board's written comments, the County will make any Required Changes to the Plans, as defined herein, and resubmit the Plans, as amended, to the School Board for its additional review and approval. "Required Changes to the Plans" shall be limited to changes required by the Americans with Disabilities Act, the Florida Building Code, and the Florida Fire Prevention Code, or changes to correct deviations from the Concept Plan. Changes to the Plans submitted by the School Board outside the scope of the foregoing ("Changes Outside Scope") shall not be considered "Required Changes to the Plans" and such Changes Outside Scope may be submitted to the County for consideration and the County may elect to incorporate the changes into the Plans or to decline making the changes. The County shall notify the School Board in writing as to the reason it declines the School Board's submitted Changes Outside Scope. For each Plans submittal to the School Board, its written comments shall be provided to the County no later than 15 business days following its receipt of same. After its first set of written comments is submitted to the County, the School Board shall limit any subsequent review comments to changes or amendments made to the Plans since the last submittal. The School Board shall not unreasonably withhold its approval of the Plans.

4. **Joint License to Use.** Except as otherwise provided in this Agreement, the Park Facility shall be operated as a public County park consistent with County Parks and Recreation Division policies and procedures, and all applicable laws, ordinances, and regulations. The Park Facility shall consist of four (4) baseball/softball fields, concession and restroom facilities, and other associated amenities, as depicted on the Concept Plan. Any change from the prescribed uses and Concept Plan shall require School Board approval.

a. **School Board Use.** The School Board shall have exclusive use of the Shared Park Property during the School Hours. During the School Board's exclusive use of the

Shared Park Property, the public shall not have access to the Park Facility unless Park Facility is fenced to provide separation from the balance of the public area of the Park Facility in compliance with the School Board's design guidelines; the School Board shall provide such level of supervision of activities at the Shared Park Property as the School Board deems necessary in its discretion; and the School Board shall be solely responsible for the costs to replace or repair damage to any part of the Shared Park Property caused, either directly or indirectly, by the School Board, its employees, invitees, guests, volunteers, or students. In addition, the Parties understand and agree that upon the opening of the School, School Sanctioned Activities will occur on the School Property during which the School Board will require the exclusive use of the Shared Parking Area. The Principal and the County Parks and Recreation Division Manager, or designee, shall meet at least annually prior to the start of each new school year, to review the School's schedule of School Sanctioned Activities, and the County shall ensure that its use of the Park Facility and Shared Parking Area does not conflict with said schedule. The School Board may request to use the Shared Park Property outside of the School Hours and the scheduled School Sanctioned Activities. Any such request shall be submitted to the County in writing no later than 30 days prior to date the School Board desires to use the Shared Park Property. The School Board's use of the Shared Park Property outside of School Hours shall be subject to the approval of the County Parks and Recreation Division Manager and such approval shall not be unreasonably withheld. No charges shall be made by the County for the School Board's use of the Shared Park Property and no expenses or financial burden shall be imposed upon the County for or arising from the School Board's use of Shared Park Property. Notwithstanding the above, if educational need dictates that portable classrooms be placed on the Shared Park Property, the School Board shall have the right, upon six (6) months written notice to the County, to place, at the School Board's sole cost and expense, portable classrooms on the School Ballfield. The School Board shall use all reasonable efforts to locate portable classrooms outside of the Shared Park Property. If the School Board places portable classrooms on the School Ballfield, the School Board shall have exclusive use of the School Ballfield until the portable classrooms have been removed and the School Ballfield is returned to the condition it was in prior to the placement of the portable classrooms, which shall be the responsibility of the School Board.

i. **Use of Shared Park Property by Third Parties During School Hours.** Subject to the limitations contained herein, School Board shall have the right and privilege of authorizing third party users, organizations, entities, vendors, or any other third party (collectively, "Third Party User") to use the Shared Park Property, or any portion thereof, in a manner not otherwise inconsistent with the use of Shared Park Property, during School Hours or during School Sanctioned Activities. In the event that School Board enters into any agreement or understanding with a Third-Party User for the use of Shared Park Property, School Board shall have the exclusive right to retain any and all proceeds from such use by the Third-Party User for that specific event or activity.

b. **County Use.** The County shall have exclusive use of the Shared Park Property at all times with the express exception of during School Hours, the scheduled School Sanctioned Activities, and during the School Board's use of the Shared Park Property approved by the County pursuant to subparagraph 4a; the County shall provide such level of supervision of activities at the Shared Park Property, the Shared Parking Area and Pedestrian Walkway (defined below) as the County deems necessary in its discretion; and the County shall be solely responsible for the costs to replace or repair damage to any part of the Shared Park Property, Shared Parking Area and Pedestrian Walkway caused, either directly or indirectly, by the County, its employees,

invitees, guests, volunteers, or students. The County, its officers, employees, agents, contractors, guests, and invitees ("County Users"), may not access or use any portion of the School Property other than that portion of the School Property identified herein as the Shared Park Property, the Shared Parking Area, and the Pedestrian Walkway except as specifically set forth in this Agreement for ingress-egress and drainage purposes. Notwithstanding the above, if educational need dictates that portable classrooms be placed on the Shared Park Property, the School Board shall have the right, upon six (6) months written notice to the County, to place, at the School Board's sole cost and expense, portable classrooms on the School Ballfield. The School Board shall use all reasonable efforts to locate portable classrooms outside of the Shared Park Property. If the School Board places portable classrooms on the School Ballfield, the County shall not have use of the School Ballfield until the portable classrooms have been removed and the School Ballfield is returned to the condition it was in prior to the placement of the portable classrooms, which shall be the responsibility of the School Board.

i. **Use of Shared Park Property, Shared Parking Area, and Pedestrian Walkway by Third Parties During Non-School Hours.** Subject to the limitations contained herein, County shall have the right and privilege of authorizing other third-party users, organizations, entities, vendors, or any other third party (collectively, "Third Party User") to use the Shared Park Property, Shared Parking Area, and Pedestrian Walkway during non-School Hours for the purpose of allowing the use of the Park Facility, in a manner not otherwise inconsistent with their use. In the event that County enters into any agreement or understanding with a Third-Party User for the use of Shared Park Property, Shared Parking Area, and Pedestrian Walkway, County shall have the exclusive right to retain any and all proceeds from such use by the Third-Party User for that specific event or activity.

5. **Drainage.** Stormwater drainage for only that portion of the Park Facility constructed and located upon the Shared Park Property shall be pursuant to this paragraph. Stormwater drainage for that portion of the Park Facility constructed upon the Donated Park Property shall be handled off-site pursuant to the terms of a separate drainage easement, and drainage from the Donated Park Property shall not be permitted onto the School Property pursuant to this paragraph.

a. **Temporary Drainage Easement.** The School Board does hereby give and grant to the County and its assigns, an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the County and its assigns may deem necessary, temporary drainage ponds or facilities over, under, and upon that portion of the School Property depicted and legally described in **Exhibits "F and F-2,"** attached hereto and fully incorporated herein by this reference. School Board shall have the right to review the temporary drainage plans prior to the construction of any temporary ponds or facilities for compliance with the requirements of Paragraph 5. The County 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 temporary drainage ponds or facilities, and the School Board, its heirs, successors, and assigns agree 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 temporary drainage ponds or facilities except as provided herein.

b. **Perpetual Drainage Easement.** In connection with School Board's future development of the School Property, which development shall include a permanent shared stormwater pond, upon advance written notification of School Board, the County shall cooperate with the School Board to relocate, reconfigure, or modify any or all of the County's easement areas granted pursuant to subparagraph 5(a) by executing an amendment to this agreement establishing the new limits of the County's drainage easement area whereupon such relocated easement area(s) shall be subject to the terms hereof to the same extent as they applied to the County's easement area prior to such relocation, reconfiguration, or modification. Thereafter, the initial easement area (either in whole or in part, as applicable) shall be released and revert to the School Board, or its successors-in-interest, only upon the issuance of a certificate of completion, or its equivalent as issued by the BCCO, of the permanent stormwater pond referenced as the "OCPS/Orange County Shared Stormwater Pond" on the Concept Plan. The depiction of the "OCPS/Orange County Shared Stormwater Pond" on the Concept Plan is acknowledged by the County to be conceptual at this point. The School Board shall have sole discretion as to all aspects of the final design and construction of the "OCPS/Orange County Shared Stormwater Pond" including but not limited to, final location, layout, capacity, and construction methods and materials. For avoidance of doubt, the County shall not be required to incur any cost or expense in connection with the relocation, reconfiguration, or modification of all or any portion of the County's easement areas requested by the School Board, nor shall the County be responsible for maintaining the permanent stormwater pond after it is relocated, reconfigured, or modified. The School Board, at its sole cost and expense, shall be solely responsible for the relocation, reconstruction, and/or new construction of the permanent shared stormwater pond or other improvements required in order to allow the County to make the same use of the relocated and remaining County easement areas, as applicable, after such relocation, reconfiguration, or modification by the School Board as prior to such relocation, reconfiguration, or modification. In no event may any such relocation, reconfiguration, or modification: (i) have any adverse impact on the County or on the Park Facility; (ii) impact the functioning of the initial drainage improvements until such time as the School Board, at its expense, has installed such permanent shared stormwater pond as necessary to at all times ensure the collection and conveyance of the stormwater previously handled by the temporary drainage improvements in accordance with the drainage plans and the district permits; or (iii) adversely affect, at any time, the volumes, rates, or flows of stormwater collected and conveyed, from those volumes, rates, and flows handled by the drainage improvements in accordance with the drainage plans and the district permits. Any such amendment of this easement pursuant to this subparagraph shall be in form and substance acceptable to the County, whose approval of the same shall not be unreasonably withheld, conditioned, or delayed, and no relocation, reconfiguration, or modification of any County easement area (or any improvements therein) may be undertaken by the School Board until such amendment has been fully executed.

6. **Parking.**

a. **During Construction of Park Facility.** During the County's development of the Park Facility, the County shall be authorized to utilize that portion of the School Property identified on the Concept Plan as the "New Temporary Grass Parking" as a temporary parking area for its employees, contractors, subcontractors, laborers, consultants, and agents. Upon completion of the construction of the Park Facility, the County, its officers, employees, agents, contractors, guests, and invitees, may continue to utilize the New Temporary Grass Parking to serve the Park Facility until such time as the School Board's development of the School Property

necessitates the New Temporary Grass Parking to be relocated. Upon at least 90 days advance, written notice from the School Board, the County shall terminate use of the New Temporary Grass Parking for the Park Facility and shall utilize one of the constructed ballfields within the Park Facility or another off-site location, at the sole discretion of the County, as a temporary parking area to serve the Park Facility until such time as the County is permitted to utilize the Shared Parking Area. Upon such notice, County shall remove all improvements from New Temporary Grass Parking area. County shall be responsible for all maintenance, upkeep, and trash removal from New Temporary Grass Parking area.

b. **After Construction of the School.** After construction of the School and subject to the terms and conditions contained herein, the School Board hereby grants to the County a license to occupy and use the Shared Parking Area solely for the general use by the public of the Park Facility with the express exception of during School Hours, the scheduled School Sanctioned Activities, and during the School Board's use of the Shared Park Property approved by the County pursuant to subparagraph 4(a). County shall not have the right to use, or allow others to use, the Parking Facility for parking for other events unrelated to the Park Facility. County shall not have the right to allow any overnight parking or storage of any kind on the Shared Parking Area.

c. **Pedestrian Access to Park Facility.** The School Board shall, as part of its development of the School Property, design, permit, engineer, construct, and maintain a pedestrian walkway from the Shared Parking Area to the Park Facility ("Pedestrian Walkway") at an access point determined by the School Board, with input from the County. The pedestrian walkway shall be fenced to prevent County Users from accessing that portion of the School Property that is not part of the Shared Park Property.

7. **Temporary Ingress-Egress Easement.** In order to facilitate temporary access to the County to develop the Park Facility, the School Board hereby grants, bargains, and conveys a temporary, non-exclusive easement for ingress and egress in, on, over, under, and through the School Property, as more particularly depicted in "**Exhibit G,**" attached hereto ("Temporary Ingress-Egress Easement") to the County, its employees, contractors, subcontractors, laborers, consultants, and agents. The Temporary Ingress-Egress Easement shall include the right to design, engineer, permit, construct, develop, maintain, and use an access driveway, including a traffic signal if warranted at the sole discretion of the County, at the County's sole cost and expense, and shall include such other rights and privileges as are reasonably necessary for the full enjoyment of the rights granted by the School Board.

8. **Term.** The initial term of this Agreement shall be for a period of twenty (20) years from the Effective Date ("Initial Term"). Unless otherwise terminated as provided herein, the Initial Term of this Agreement shall automatically be extended for additional terms of five (5) years each. The Parties shall meet at least one hundred eighty (180) days prior to the end of the Initial Term to discuss the terms and conditions of this Agreement. This Agreement may be terminated at any time upon mutual, written agreement of the Parties.

9. **Maintenance of the Facilities.**

a. **Maintenance of Park Facility.** County shall be responsible for the general custodial, maintenance, repair and replacement of the Park Facility. County shall furnish, without

limitation, all necessary labor, materials, and equipment for said maintenance, repair, and care. At the end of each use of Park Facility on the Shared Park Property ("County Maintained Shared Facilities") by School Board, School Board shall clean the County Maintained Shared Facilities so that it is free of trash or litter resulting from such use. In the event of any damage to the County Maintained Shared Facilities during or resulting from the School Board's use, the School Board shall, at its sole cost and expense, be responsible for any maintenance, repair and replacement of the County Maintained Shared Facilities located thereon; provided; however, County shall perform said maintenance and bill the School Board the reasonable amount for said repair, replacement and maintenance if so required. County agrees to provide a schedule of maintenance activities and notify the Principal in advance if possible, of any unscheduled maintenance or repair to County Maintained Shared Facilities. County shall be responsible for trash collection at the Park Facility during public use hours.

b. **Maintenance of Improvements on School Property.** Except for the Park Facility, the School Board shall be responsible for the general custodial, maintenance, repair and replacement of all other improvements and equipment located on the School Property, including, but not limited to, the Shared Parking Area, Pedestrian Walkway, portables, if any, and the lighting, and utilities serving same, including, without limitation, furnishing all necessary labor, materials, and equipment for said maintenance, repair, cleaning, and care.

c. **Maintenance Request.** In the event the County fails to maintain, clean, repair or replace the Park Facility (in accordance with its maintenance or custodial obligations herein, the School Board shall promptly provide written notice ("Maintenance Request") to the County outlining any deficiency, defective or damaged condition, area in disrepair or in need of maintenance or custodial services in or about the Park Facility (collectively, "Maintenance Issue"). Within thirty (30) days of receipt of the Maintenance Request, the County, at its sole cost and expense, shall repair, replace or maintain that certain portion of the Park Facility and the Maintenance Issue more specifically identified and outlined in the Maintenance Request. Notwithstanding the foregoing, in the event any Maintenance Issue shall constitute an emergency condition or impede the School Board's ability to effectively utilize the Park Facility, or any portion thereof, for any use of Park Facility as provided in this Agreement, the School Board, acting in good faith, shall have the right to cure such Maintenance Issue upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. In such event, the County shall reimburse the School Board for its reasonable costs of curing the Maintenance Issue ("Maintenance Cure Costs") within thirty (30) calendar days following delivery to the County of a demand for such reimbursement, which demand shall include reasonable documentation of such Maintenance Cure Costs. The right to cure the Maintenance Issue shall not be deemed to (i) impose any obligation, liability or responsibility on the School Board to do so; (ii) render the School Board liable to the County for an election not to do so; (iii) relieve the County from any performance obligation hereunder; or (iv) relieve the County from any indemnity obligation as provided in this Agreement.

10. **Improvements.** Except as otherwise provided herein, County shall not construct or install any improvements on the Shared Park Property without the prior written consent of the School Board. Any improvements approved in accordance with this paragraph and installed on the Shared Park Property shall be (i) at the County's sole cost and expense; (ii) undertaken in a safe and prudent manner; and (iii) comply with all applicable federal, state, city and county laws,

regulations, and ordinances, and such permits that the County and School Board requires. All improvements to the Park Facility, except for the Shared Park Property, shall remain thereon and become the property of the County. All improvements to the Shared Park Property shall remain thereon and become the property of the School Board.

11. **Signage.** The County agrees to provide, at its own cost and expense, signage on the School Property and the Park Facility to advise the general public as to the hours during which the Park Facilities and Shared Parking Area is available for public use and the hours when Shared Park Property and Shared Parking Area is reserved for the exclusive use of the School Board.

12. **Operating Requirements.** Each party shall supervise and regulate events and activities on the School Property, Shared Park Property, Pedestrian Walkway or Park Facility in accordance with this Agreement as amended from time to time, and shall:

a. **Implementation of Security Measures.** Each party, at its sole cost and expense, shall take any and all actions reasonably necessary to implement safety and security measures reasonably required by the County and the School Board to maintain the safety and security of the any and all participants, staff, or visitors utilizing the Shared Park Property, Shared Parking Area, and Pedestrian Walkway.

b. **Supervision Responsibilities.** Each party, at its sole cost and expense, shall be solely responsible and liable to provide adequate personnel, staffing, or volunteers to ensure the proper supervision of any guests, invitees, visitors, parents, participants, students, employees, agents or contractors on or about the Shared Park Property, Shared Parking Area, and Pedestrian Walkway as a result, directly or indirectly, of the School Board's or County's use of the Shared Park Property, Shared Parking Area, or Pedestrian Walkway in accordance with the terms of this Agreement. The parties shall exercise commercially reasonable efforts to prevent its representatives, participants, guests, and invitees from performing any disorderly conduct or committing or maintaining any nuisance on the Shared Park Property, Shared Parking Area, or Pedestrian Walkway, or any portion thereof, in any way so as to interfere with the operation and programs or to the safety of the other visitors or staff of the School, County, or persons residing near the School.

c. **Compliance with Rules and Regulations.** Each party, at its sole cost and expense, shall comply with and abide by all laws, ordinances, rules, regulations, policies, directives and procedures of the State of Florida, federal government, Orange County, and any other governmental entity having jurisdiction over the Park Facility. Parties shall comply with safety and security protocols outlined in the Jessica Lunsford Act, unless otherwise waived in writing by the School Board.

d. **Discrimination.** Each party shall manage and operate their respective facilities and the activities and programs performed on those facilities on a non-discriminatory basis.

13. **Indemnification.** Each party hereto agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the

indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors. Indemnification pursuant to this section is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as may be amended by the Florida State Legislature. Nothing contained in this section, or in any part of this Agreement, shall constitute a waiver of the either parties' sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

14. **Liability.** Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

15. **Insurance.**

a. **County's Insurance.** To the fullest extent permitted by law, unless otherwise waived by the School Board in writing, County shall:

i. Exercise its rights and duties hereunder at its own risk and expense.

ii. County shall maintain throughout the term of the Agreement, a self-insurance program acceptable under Florida law. In the event the County elects to use the Shared Park Property, Shared Parking Area, or Pedestrian Walkway, County shall provide a certificate of self-insurance upon the execution of this Agreement and prior to August 1 of each year during the term of this Agreement. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall County be liable to School Board (or any person or entity claiming under or through School Board) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against the School Board related to this Agreement and are not confined to tort liability.

iii. County shall cause its contractors and third-party groups (e.g., little leagues) renting the Park Facility to maintain commercial general liability insurance coverage (in form and from a company reasonably acceptable to School Board) in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and indemnify the School Board on the same terms as the third-party group indemnifies the County. Each such policy shall name School Board as an additional insured and contain a provision which forbids any cancellation, change, reduction, or renewal of coverage, without providing thirty (30) days prior written notice to School Board. Prior to County authorizing a contractor, subcontractor, and third-party group to go on to the Park Facility, County shall first deliver to the School Board a certificate of insurance evidencing the required coverage.

b. **School Board's Insurance.** To the fullest extent permitted by law, unless otherwise waived by the County in writing, School Board shall:

i. Exercise its rights and duties hereunder at its own risk and expense.

ii. School Board shall maintain throughout the term of the Agreement, a self-insurance program acceptable under Florida law. In the event the School Board elects to use the Shared Park Property, School Board shall provide a certificate of self-insurance upon the execution of this Agreement and prior to August 1 of each year during the term of this Agreement. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall School Board be liable to the County (or any person or entity claiming under or through the County) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against the School Board related to this Agreement and are not confined to tort liability.

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

School Board: The School Board of Orange County, Florida
Real Estate Management
6501 Magic Way, Bldg. 200
Orlando, Florida 32801
Telephone: (407) 317-3411
Facsimile: (407) 317-3341

With a copy to: The School Board of Orange County, Florida
Office of the General Counsel
Attn: Amy Envall
6501 Magic Way, Bldg. 200
Orlando, Florida 32801
Telephone: (407) 317-3700 (ext. 202-5906)
Telecopy: (407) 317-3751

COUNTY: Orange County Parks and Recreation Division
Attn: Manager
4801 W. Colonial Drive
Orlando, Florida 32808
Telephone: (407) 836-6200
Facsimile: (407) 296-5159

With a copy to: County Administrator

Orange County, Florida
201 South Rosalind Avenue, Fifth Floor
Orlando, Florida 32801
Telephone: (407) 836-7370
Facsimile: (407) 836-7399

and

County Attorney
Orange County, Florida
201 South Rosalind Avenue, Third Floor
Orlando, Florida 32801
Telephone: (407) 836-7320
Facsimile: (407) 836-5888

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

17. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the parties hereto signs this Agreement and upon the execution and recording by Kerina of the deed conveying the Donated Park Property to the County ("Effective Date").

18. **Modifications and Amendments.** Any amendment to this Agreement shall not be binding upon either party unless such amendment is agreed to in writing and fully executed by both parties.

School Board 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 School Board granted or reserved herein, without formal approval from School Board, 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 the School Board, to finalize the form of and execute all agreements, easements, contracts, and similar documents set forth in this Agreement. If, in the sole judgement of School Board, such amendment or consent does substantially alter or amend this Agreement, then School Board 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.

The County does hereby confer upon the County Parks & Recreation Department Manager or designee, upon review and approval of the County Attorney's Office, the authority to amend this Agreement, provide any consent or approval set forth herein or otherwise exercise any right or election of the County granted or reserved herein, without formal approval from Orange County Commission, provided such amendment or consent does not substantially alter or modify the terms herein. Further, the Parks & Recreation Department Manager or designee shall have the authority, without further approval from County Commission, to finalize the form of, and execute all agreements, easements, contracts, and similar documents set forth in this Agreement. If, in the sole judgment of the Orange County Commission, such amendment or consent does substantially alter

or amend this Agreement, then the County 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.

19. **Defaults and Remedies.**

a. **Default by County.** In the event County breaches any provision contained herein or fails to comply with any of the covenants, agreements, or obligations to be performed under the terms of this Agreement and does not remedy the failure within thirty (30) days after receipt by the County of written demand from the School Board to do so, unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days; the School Board, in its sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to School Board at law and in equity, including without limitation the right of specific performance; or (ii) terminate this Agreement with only thirty (30) days prior written notice. 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.

b. **Default by School Board.** In the event the School Board breaches any provision contained herein or fails to comply with any of the covenants, agreements, or obligations to be performed under the terms of this Agreement and does not remedy the failure within thirty (30) days after receipt by the School Board of written demand from the County to do so, unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days; County, in its sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to County at law and in equity; or (ii) terminate this Agreement with only thirty (30) days prior written notice. Upon termination of this Agreement under this subsection, the School Board shall have the right to install fencing on its property line to secure the School Property and it shall have exclusive use of any and all improvements constructed on the Shared Park Property.

20. **Termination or Suspension.** Unless otherwise provided herein, failure of a party to meet its obligations hereunder for a period of thirty (30) days after notice and opportunity to cure is deemed a substantial breach hereunder. Both parties agree that, after the thirty (30) day notice and failure to cure, this substantial breach of any section of this Agreement shall be a basis for immediate termination. In the event of such termination, cancellation or suspension, all rights, obligations, and liabilities created thereunder shall be deemed null and void and of no further force and effect. Upon termination of this Agreement under this subsection, the School Board shall have the right to install fencing on its property line to secure the School Property and it shall have exclusive use of any and all improvements constructed on the Shared Park Property, and it may also elect, in its sole discretion, that the County remove all or any portion of the improvements located on the Shared Park Property.

21. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party to the extent incorporated into this Agreement.

22. **Waiver.** The 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 not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **Legal Construction.** Unless otherwise specified, if 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 in this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set for 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.

24. **Governing Law and Venue.** 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 venues of such court.

25. **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 for 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.

26. **Attorney's 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 here from, each party hereto shall bear its own costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether the suit be brought or not; and whether in settlement, in any declaratory action, on mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted to alter, amend, or waive the School Board's or County's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes.

27. **Counterparts and Facsimile 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 signature pages from the different counterparts may be combined to provide one integrated document; and taken together, shall constitute one and the same instrument.

28. **Relationship of Parties.** This Agreement is solely for the benefit of the parties executing that Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

29. **Successors and Assigns.** 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. 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.

30. **Participation.** All 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.

31. **Recording.** Upon full execution by both Parties hereto, the County shall record this Agreement in the Public Records of Orange County, Florida, it shall run with the land, and be binding upon the Parties' successors and assigns.

[THE REMAINDER OF THIS SECTION LEFT INTENTIONALLY BLANK]

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

ORANGE COUNTY, FLORIDA

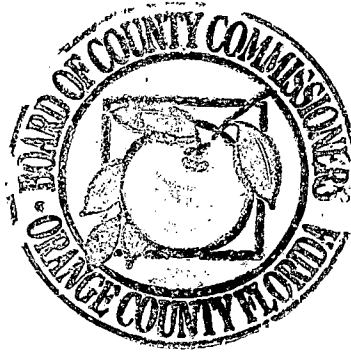
By: Board of County Commissioners

By: Bryan B. Barks
for Jerry L. Demings,
Orange County Mayor
Date: 30 November 2021

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

By: Emily Rivera
for Deputy Clerk
Emily Rivera
Printed Name


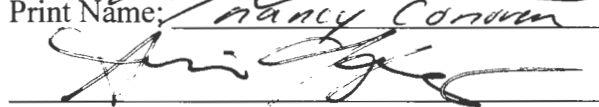
Date: NOV 30 2021



"SCHOOL BOARD"

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

WITNESSES:


Print Name: Nancy Connor

Print Name: Andrea Henley

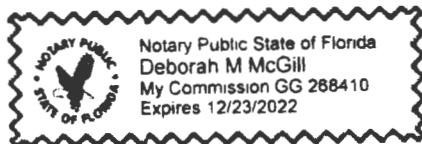
By: 
Teresa Jacobs, Chair

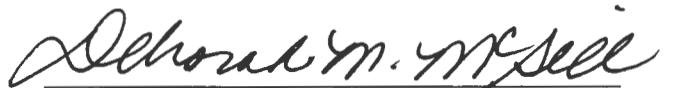
Dated: October 12, 2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of October, 2021, by Teresa Jacobs, 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. She is personally known to me or has produced _____ (type of identification) as identification.

[AFFIX NOTARY STAMP]




Notary Public
Print Name: Deborah M. McGill
Notary Public, State of Florida
My Commission Expires: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

WITNESSES:

[Signature]
Print Name: Nancy Connor

[Signature]
Print Name: Ambia Hensley

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

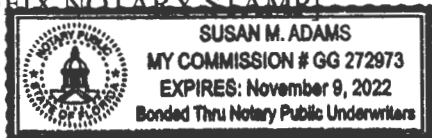
Attest: [Signature]
Barbara M. Jenkins, as its
Secretary and Superintendent

Dated: October 13, 2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of October, 2021, by Barbara M. Jenkins as Secretary and 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.

[AFFIX NOTARY STAMP]



[Signature]
Notary Public
Print Name: Susan M. Adams
Notary Public, State of Florida
My Commission Expires: _____

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

[Signature]
John T. Morris
Chief Facilities Officer

Date: 10/2/2021

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, for its exclusive use and
reliance.

[Signature]
Christopher J. Wilson, Esq. Counsel

Date: 10/11/21

Exhibit A
[School Property]

THAT PART OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST CORNER OF BUENAVISTA WOODS BOULEVARD OF DIAMOND COVE UNIT 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 14 THROUGH 18, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N75°31'57"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BUENAVISTA WOODS BOULEVARD, 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1130.00 FEET AND A CHORD BEARING OF S07°02'08"E, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'51" FOR A DISTANCE OF 293.15 FEET TO THE POINT OF TANGENCY; THENCE S00°23'48"W, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 855.00 FEET AND A CHORD BEARING OF S46°56'01"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°04'26" FOR A DISTANCE OF 1388.90 FEET TO THE POINT OF TANGENCY; THENCE N86°31'46"W, 368.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1215.00 FEET AND A CHORD BEARING OF S86°55'38"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°05'11" FOR A DISTANCE OF 277.50 FEET TO A NON-TANGENT LINE; THENCE S62°36'11"W, 218.29 FEET; THENCE S70°05'55"W, 122.84 FEET TO THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF S70°40'12"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°27'47" FOR A DISTANCE OF 34.24 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'13" FOR A DISTANCE OF 5.03 FEET TO THE POINT OF TANGENCY; THENCE S19°54'05"E, 124.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET AND A CHORD BEARING OF S9°58'31"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°51'09" FOR A DISTANCE OF 103.95 FEET TO THE POINT OF TANGENCY; THENCE S00°02'57"E, 763.28 FEET; THENCE S89°57'03"W, 1214.99 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF APOPKA VINELAND ROAD; THENCE N00°03'17"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 875.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF N05°42'49"E; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'13" FOR A DISTANCE OF 5.03 FEET TO A NON-TANGENT LINE; THENCE N89°57'03"E, 639.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1238.00 FEET AND A CHORD BEARING OF N80°01'29"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°51'09" FOR A DISTANCE OF 428.95 FEET TO THE POINT OF TANGENCY; THENCE N70°05'55"E, 98.17 FEET TO THE POINT OF BEGINNING.

Exhibit "B" [Donated Park Property]

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°50'24"E	74.84'
L2	S88°51'17"E	230.95'
L3	N00°02'54"W	483.48'
L4	S00°02'54"E	556.76'
L5	S89°57'06"W	500.06'
L6	S00°02'52"E	37.14'

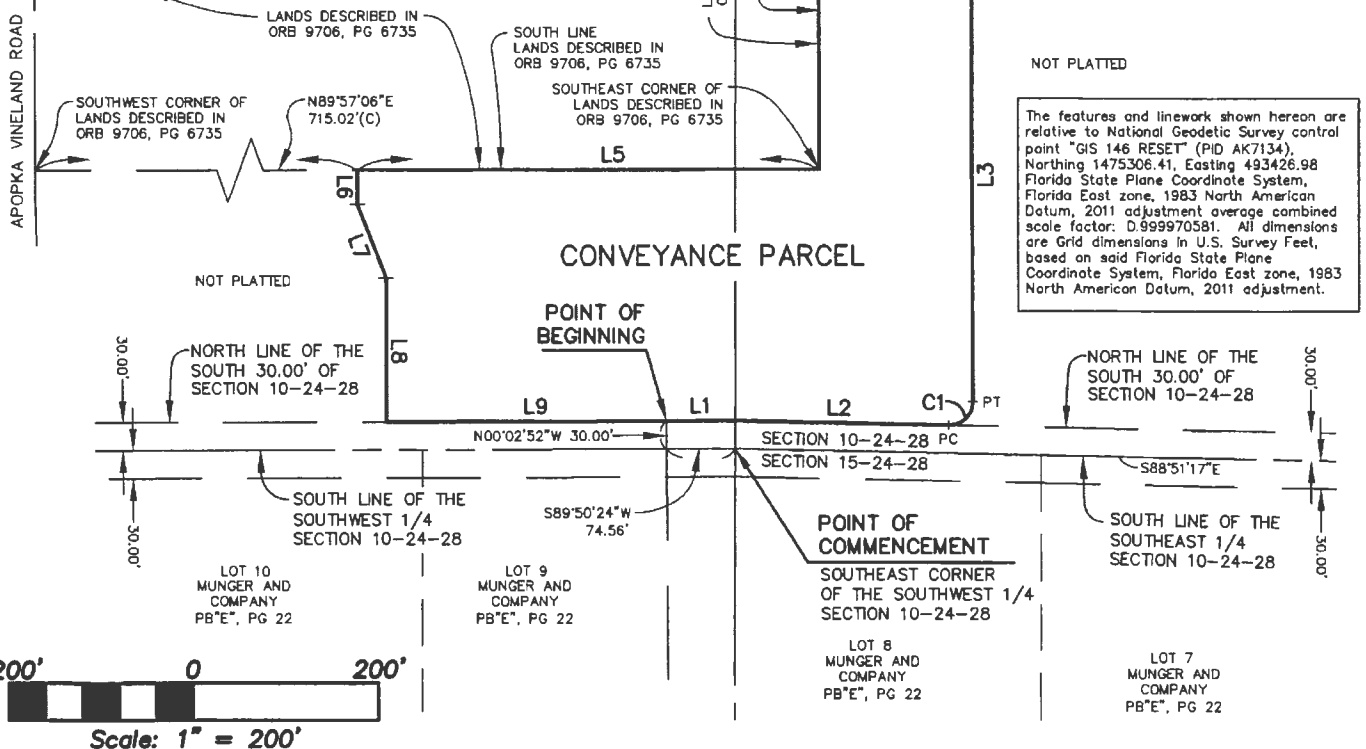
This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

The configuration of this Sketch of Description is based on direction from Client.

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00'	91°11'37"	39.79'	35.72'	N45°32'54"E
C2	170.00'	53°45'15"	159.49'	153.71'	N26°55'32"W
C3	230.00'	53°45'15"	215.78'	207.96'	N26°55'32"W



LINE TABLE		
NUMBER	BEARING	DISTANCE
L7	S21°19'04"E	84.73'
L8	S00°02'52"E	154.14'
L9	N89°50'24"E	301.57'



The features and linework shown hereon are relative to National Geodetic Survey control point "GIS 146 RESET" (PID AK7134), Northing 1475306.41, Easting 493426.98 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined scale factor: 0.999970581. All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

PREPARED FOR:
ORANGE COUNTY
KERINA - CONVEYANCE PARCEL

5/6/20	PH	REVISED PREPARED FOR NAME
5/1/20	PH	REVISED SKETCH AND DESCRIPTION
DATE	BY	DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Crossman May 06, 2020
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 1/2020	DATE: 1/2020	19150.006	1"=200'	1
				OF 2

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH

DESCRIPTION:

That part of Section 10, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 10; thence S89°50'24"W along the South line of said Southwest 1/4 of Section 10 for a distance of 74.56 feet; thence departing said South line run N00°02'52"W, 30.00 feet to the North line of the South 30.00 feet of said Section 10 and the POINT OF BEGINNING; thence N89°50'24"E along said North line of the South 30.00 feet of Section 10 for a distance of 74.84 feet; thence S88°51'17"E along said North line of the South 30.00 feet of Section 10 for a distance of 230.95 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N45°32'54"E; thence departing said North line run Northeasterly along the arc of said curve through a central angle of 91°11'37" for a distance of 39.79 feet to the point of tangency; thence N00°02'54"W, 483.48 feet to the point of curvature of a curve concave Southwesterly having a radius of 170.00 feet and a chord bearing of N26°55'32"W; thence Northwesterly along the arc of said curve through a central angle of 53°45'15" for a distance of 159.49 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 230.00 feet and a chord bearing of N26°55'32"W; thence Northwesterly along the arc of said curve through a central angle of 53°45'15" for a distance of 215.78 feet to the point of cusp and the East line of lands described in Official Records Book 9706, Page 6735 of the Public Records of Orange County, Florida; thence S00°02'54"E along said East line, 556.76 feet to Southeast corner of said lands described in Official Records Book 9706, Page 6735; thence S89°57'06"W along the South line of said lands described in Official Records Book 9706, Page 6735 for a distance of 500.06 feet; thence departing said South line run S00°02'52"E, 37.14 feet; thence S21°19'04"E, 84.73 feet; thence S00°02'52"E, 154.14 feet to the aforesaid North line of the South 30.00 feet of Section 10; thence N89°50'24"E along said North line of the South 30.00 feet of Section 10 for a distance of 301.57 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.999970581, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

The above described parcel of land contains 5.433 acres more or less (calculated in ground dimensions).

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the South line of the Southwest 1/4 of Section 10, Township 24 South, Range 28 East, Orange County, Florida, as being S89°50'24"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment.
- The features and linework shown hereon are relative to National Geodetic Survey control point "GIS 146 RESET" (PID AK7134), Northing 1475306.41, Easting 493426.98 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined scale factor: 0.999970581. All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this Sketch of Description is based on direction from Client.

PREPARED FOR:

ORANGE COUNTY

KERINA - CONVEYANCE PARCEL



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 1/2020	DATE: 1/2020	19150.006	N/A	OF 2

LEGEND

DWMA DONALD W. McINTOSH ASSOCIATES, INC.
CS# SKETCH NUMBER
SECTION 10-24-28 SECTION, TOWNSHIP, RANGE
DOC# OFFICIAL RECORDS DOCUMENT NUMBER
L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
P-C POINT OF CUSP
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVATURE
PT POINT OF TANGENCY
PRC POINT OF REVERSE CURVATURE
NT NON-TANGENT
R/W RIGHT-OF-WAY
PB PLAT BOOK
PG(S) PAGE(S)
(C) CALCULATED

Exhibit "C"
[Shared Park Property]

SCHEDULE "A"

DESCRIPTION:


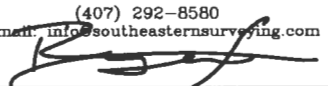
A portion of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; lying in the Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 10, Township 24 South, Range 28 East, Orange County, Florida; thence North 00°12'19" East, a distance of 299.59 feet along the West line of the Southeast Quarter of said Section 10 to a point on the South line of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; said point also being the POINT OF BEGINNING; thence South 89°57'14" West, a distance of 408.08 feet along said South line; thence departing said South line North 00°02'44" West, a distance of 376.67 feet, thence North 89°57'11" East, a distance of 500.06 feet to a point on the East line of said lands; thence South 00°02'46" East, a distance of 376.67 feet along said East line to the Southeast corner of said lands, thence South 89°57'14" West, a distance of 91.98 feet along aforementioned South line to the POINT OF BEGINNING.

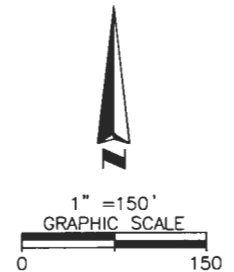
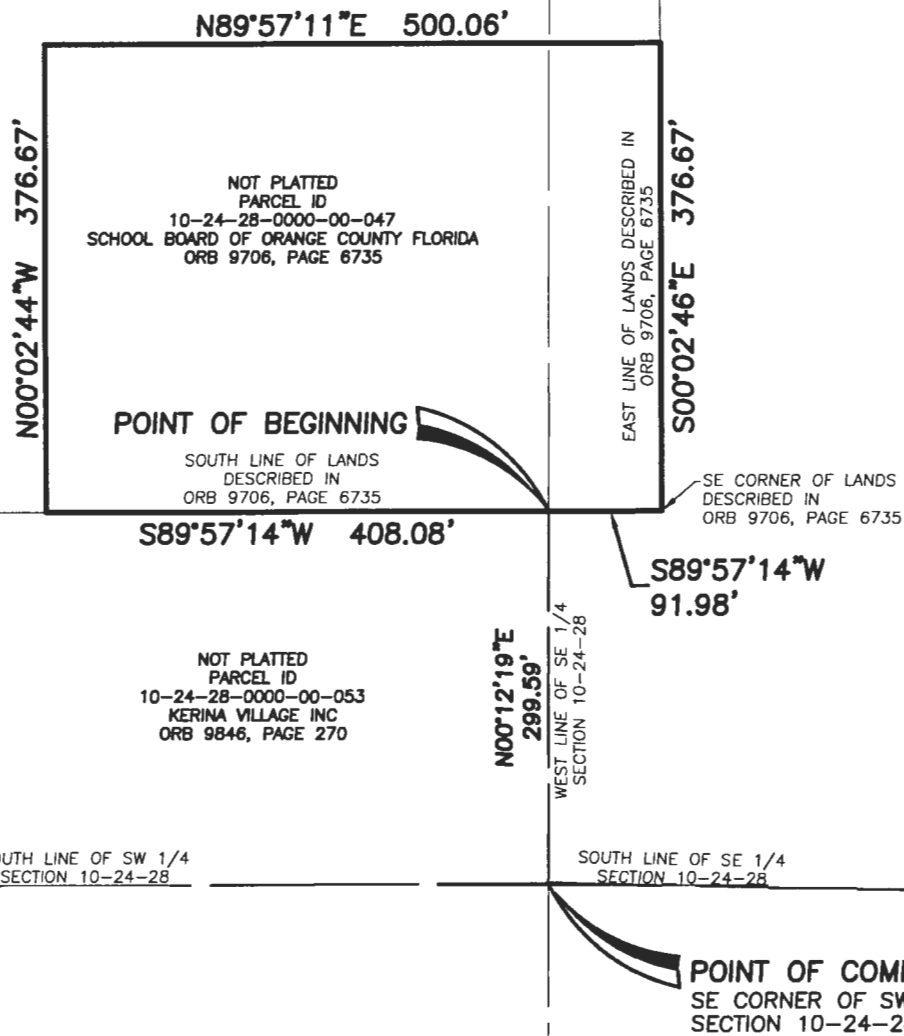
Contains 4.324 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of the Southeast Quarter of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being North 00°12'19" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Sketch of Description	Date: 5/12/2020	JRH	Certification Number LB2108 62787003
FOR Orange County Board of County Commissioners	Job Number: 62787		Scale: 1" = 150'
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130			

SKETCH OF DESCRIPTION

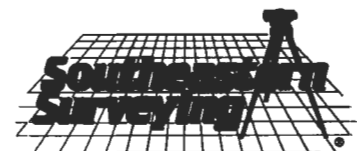


ABBREVIATIONS:

ORB= OFFICIAL RECORDS BOOK

Drawing No. 62787003
 Job No. 62787
 Date: 5/12/2020
 SHEET 2 OF 2
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580

Certification Number LB2108
 e-mail: info@southeasternsurveying.com

Exhibit "D"
 ["Park Facility" and/or "Concept Plan"]

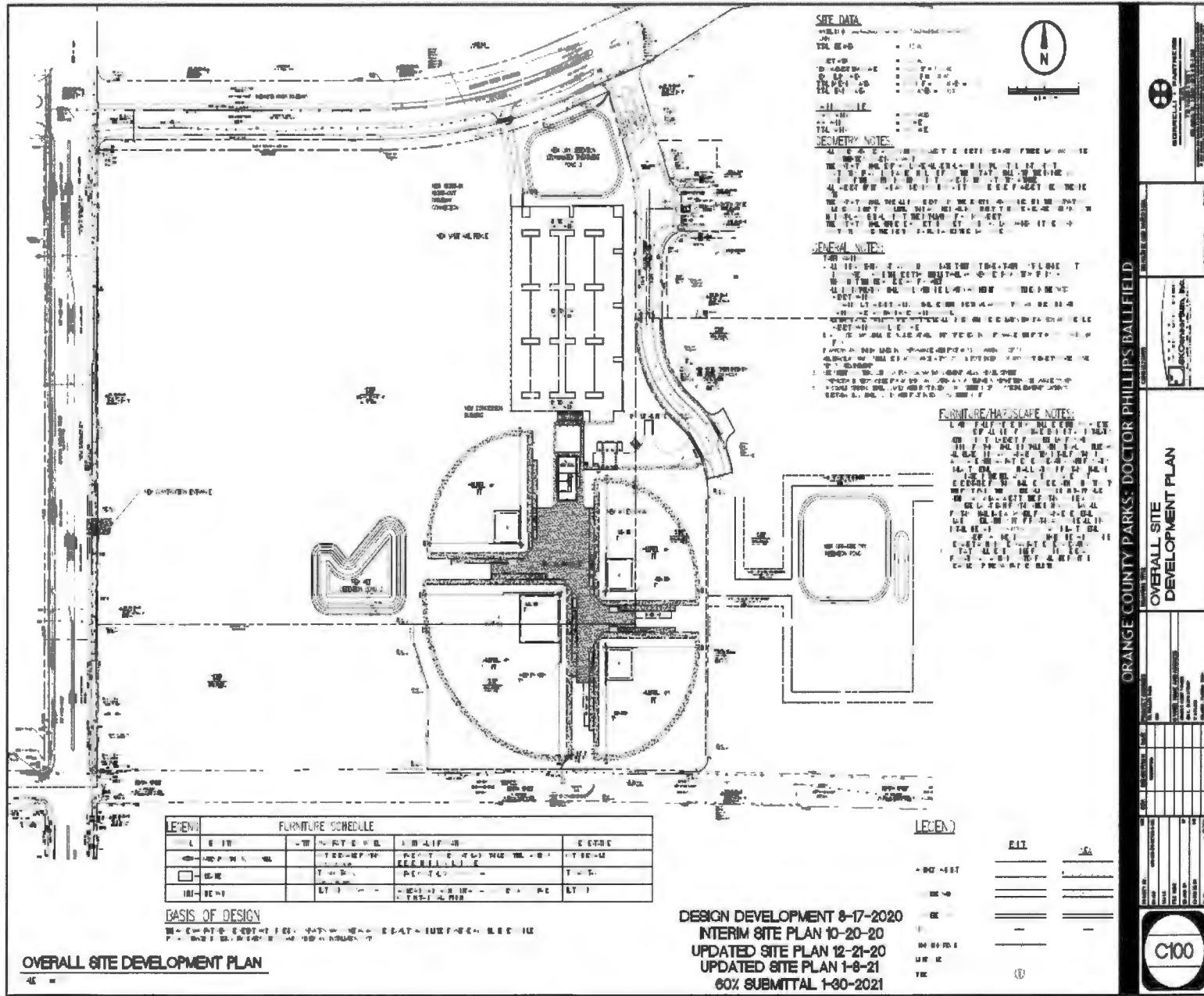


Exhibit "F"
[Temporary Drainage Easement]

SCHEDULE "A"

DESCRIPTION:

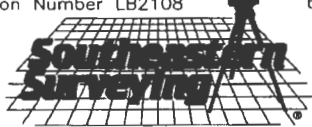
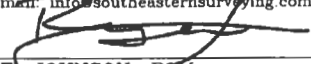
A portion of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; lying in the Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 10, Township 24 South, Range 28 East; thence North 00°12'19" East, a distance of 299.59 feet along the West line of the Southeast Quarter of said Section 10 to a point on the South line of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; thence along said South line the following two (2) courses and distances; South 89°57'14" West, a distance of 408.08 feet to the POINT OF BEGINNING; thence continue South 89°57'14" West, a distance of 275.00 feet; thence departing said South line North 00°02'44" West, a distance of 157.00 feet; thence North 89°57'14" East, a distance of 116.41 feet; thence North 44°57'14" East, a distance of 75.00 feet; thence North 89°57'16" East, a distance of 105.55 feet; thence South 00°02'44" East, a distance of 210.03 feet to the POINT OF BEGINNING.

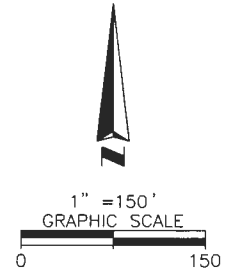
Containing square feet or 1.15 acres, more or less.

SURVEYOR'S REPORT:

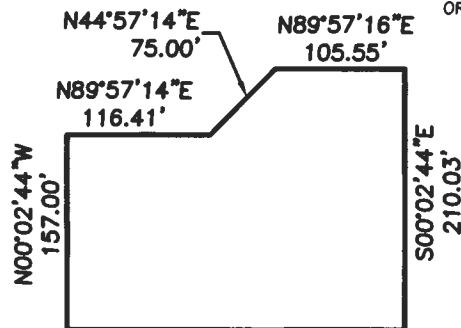
1. Bearings shown hereon are based on the West line of the Southeast Quarter of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being North 00°12'19" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Sketch of Description FOR Orange County Board of County Commissioners	Date: 10/7/2020 JRH		Certification Number LB2108 62787005
	Job Number: 62787	Scale: 1" = 150'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION



NOT PLATTED
PARCEL ID
10-24-28-0000-00-047
SCHOOL BOARD OF ORANGE COUNTY FLORIDA
ORB 9706, PAGE 6735



SOUTH LINE OF LANDS
DESCRIBED IN
ORB 9706, PAGE 6735

S89°57'14"W
275.00'
POINT OF
BEGINNING

S89°57'14"W
408.08'

NOT PLATTED
PARCEL ID
10-24-28-0000-00-053
KERINA VILLAGE INC
ORB 9846, PAGE 270

N00°12'19"E
299.59'
WEST LINE OF SE 1/4
SECTION 10-24-28

SOUTH LINE OF SW 1/4
SECTION 10-24-28

SOUTH LINE OF SE 1/4
SECTION 10-24-28

POINT OF
COMMENCEMENT
SE CORNER OF SW 1/4
SECTION 10-24-28



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

ABBREVIATIONS:

ORB= OFFICIAL RECORDS BOOK

Drawing No. 62787005
Job No. 62787
Date: 10/7/2020
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

Exhibit "F-2"
[Temporary Drainage Pond]

SCHEDULE "A"

DESCRIPTION:

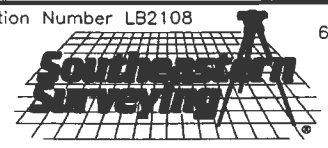
A portion of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; lying in the Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 10, Township 24 South, Range 28 East; thence North 00°11'13" East, a distance of 299.51 feet along the West line of the Southeast Quarter of said Section 10 to a point on the South line of lands described on Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; thence along said South line of lands North 89°57'03" East, a distance of 91.97 feet to the Southeast corner of said lands; thence North 00°02'57" West, a distance of 566.75 feet along the East line of aforementioned lands to a point on the West right of way line of Bissel Street as shown on Estates at Parkside, Plat Book 92, Pages 150-155, Public Records, Orange County, Florida; thence along said West right of way line following two (2) courses and distances, North 00°02'57" West, a distance of 196.53 feet a point of curvature of a curve concave Westerly, having a radius of 300.00 feet and a central angle of 02°23'17"; thence Northerly along the arc of said curve a distance of 12.50 feet to the POINT OF BEGINNING; thence departing said West right of way, South 89°57'14" West, a distance of 253.73 feet; thence North 00°02'46" West, a distance of 20.27 feet to a point of curvature of a curve concave Westerly, having a radius of 215.00 feet and a central angle of 13°15'42"; thence Northerly along the arc of said curve a distance of 49.76 feet; thence North 13°18'28" West, a distance of 73.11 feet to the North line of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida also being the South line of tract "G" according to the plat thereof, as recorded in Plat Book 79, Pages 73-78, Public Records of Orange County, Florida to a point on a non-tangent curve concave Northerly, having a radius of 1238.00 feet, a central angle of 05°53'44" and a chord bearing of North 73°02'47" East; thence along North line of said lands and South line of said Tract from a tangent bearing North 75°59'39" East, Easterly 127.39 feet along the arc of said curve to a point of tangency; thence North 70°05'55" East, a distance of 98.17 feet to the Northeast corner of aforementioned lands and aforementioned West Right of Way of Bissel Street, said point being on a non-tangent curve concave Southwesterly, having a radius of 25.00 feet, a central angle of 11°32'13" and a chord bearing of South 25°40'12" East; thence along West Right of Way line the following two (2) courses and distances and from a tangent bearing South 31°26'18" East, Southeasterly 5.03 feet along the arc of said curve; thence South 19°54'05" East, a distance of 124.63 feet to a point of curvature of a curve concave Westerly, having a radius of 300.00 feet and a central angle of 17°27'52"; thence Southerly along the arc of said curve a distance of 91.44 feet to the POINT OF BEGINNING.

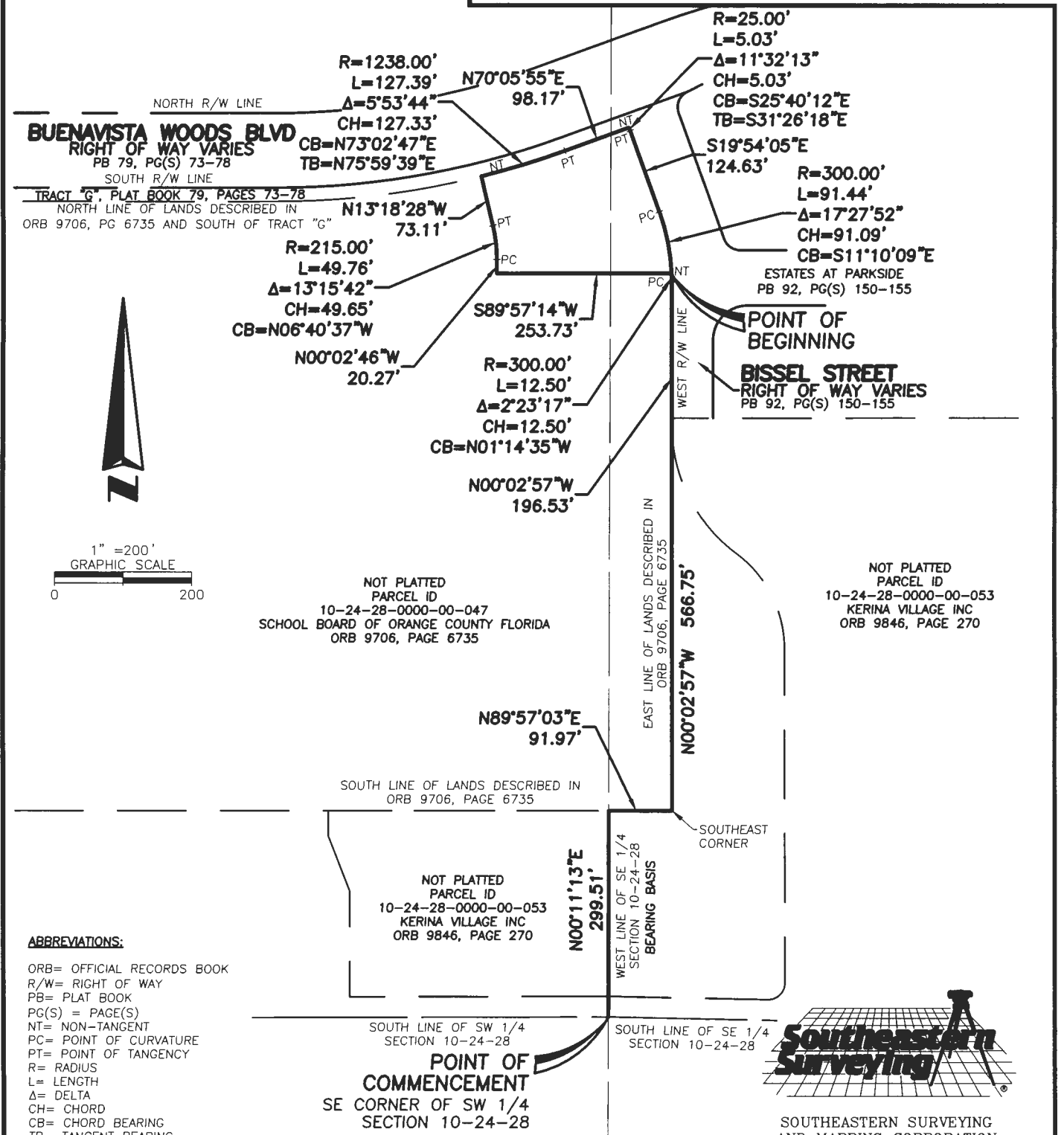
Containing 0.98 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of the Southeast Quarter of Section 10, Township 24 South, Range 28 East, Orange county, Florida, being North 00°11'13" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Sketch of Description FOR Orange County Board of County Commissioners	Date: 06/14/2021 SAM		Certification Number LB2108 62787007  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 Miramar Boulevard Orlando, Florida 32810-4354 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Job Number: 62787	Scale: 1" = 200'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
			RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130

SKETCH OF DESCRIPTION



Drawing No. 62787007
Job No. 62787
Date: 06/14/2021
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

Exhibit "G"
[Temporary Access Easement]

SCHEDULE "A"

DESCRIPTION:


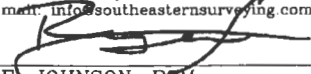
A portion of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; lying in the Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 10, Township 24 South, Range 28 East, Orange County, Florida; thence North 00°12'19" East, a distance of 299.59 feet along the West line of the Southeast Quarter of said Section 10 to a point on the South line of lands described in Official Records Book 9706, Page 6735, Public Records of Orange County, Florida; thence South 89°57'14" West, a distance of 408.08 feet along said South line; thence departing said South line North 00°02'44" West, a distance of 210.03 feet to the POINT OF BEGINNING; thence South 89°57'16" West, a distance of 105.55 feet; thence South 44°57'14" West, a distance of 75.00 feet; thence South 89°57'14" West, a distance of 536.44 feet; thence South 44°57'14" West, a distance of 28.28 feet to a point on the East Right of Way line of Apopka-Vineland Road, a variable width Right of Way per Orange County, Florida Right of Way Map for Apopka-Vineland Road; thence North 00°02'46" West, a distance of 90.00 feet along said East Right of Way line; thence departing said East Right of Way line South 45°02'46" East, a distance of 28.28 feet; thence North 89°57'14" East, a distance of 480.38 feet; thence North 44°57'14" East, a distance of 75.00 feet; thence North 89°57'16" East, a distance of 161.62 feet; thence South 00°02'44" East, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.90 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of the Southeast Quarter of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being North 00°12'19" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Sketch of Description FOR Orange County Board of County Commissioners	Date: 10/7/2020 JRH		Certification Number LB2108 62787006
	Job Number: 62787	Scale: 1" = 200'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

RIGHT OF WAY VARIES
ORANGE COUNTY, FLORIDA, RIGHT OF
WAY MAP FOR APOPKA VINELAND ROAD

APOPKA VINELAND ROAD

EAST RIGHT OF
WAY LINE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°02'44"W	210.03'
L2	S89°57'16"W	105.55'
L3	S44°57'14"W	75.00'
L4	S89°57'14"W	536.44'
L5	S44°57'14"W	28.28'
L6	N00°02'46"W	90.00'
L7	S45°02'46"E	28.28'
L8	N89°57'14"E	480.38'
L9	N44°57'14"E	75.00'
L10	N89°57'16"E	161.62'
L11	S00°02'44"E	50.00'

1" = 200'
GRAPHIC SCALE
0 200

NOT PLATTED
PARCEL ID
10-24-28-0000-00-047
SCHOOL BOARD OF ORANGE COUNTY FLORIDA
ORB 9706, PAGE 6735

POINT OF
BEGINNING

SOUTH LINE OF LANDS
DESCRIBED IN
ORB 9706, PAGE 6735

S89°57'14"W
408.08'

NOT PLATTED
PARCEL ID
10-24-28-0000-00-053
KERINA VILLAGE INC
ORB 9846, PAGE 270

N00°12'19"E
299.59'

WEST LINE OF SE 1/4
SECTION 10-24-28

SOUTH LINE OF SW 1/4
SECTION 10-24-28

SOUTH LINE OF SE 1/4
SECTION 10-24-28

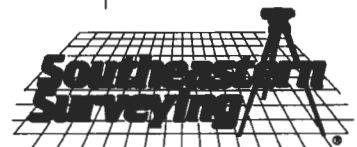
POINT OF COMMENCEMENT
SE CORNER OF SW 1/4
SECTION 10-24-28

ABBREVIATIONS:

ORB = OFFICIAL RECORDS BOOK

Drawing No. 62787006
Job No. 62787
Date: 10/7/2020
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
e-mail: info@southeasternsurveying.com

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: November 1, 2021

Total Amount: \$273.50

Project: Dr. P. Phillips / OCPs Future Middle School Joint
Ballfield Park - INVEST

Parcels: N/A

Charge to Account # 1023-021-0187-6310

Matt Piedmeyer 11/5/21
Controlling Agency Approval Signature Date

Matt Piedmeyer
Printed Name

Reed A Knowlton 11/5/21
Fiscal Approval Signature Date

Reed A Knowlton
Printed Name

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

Acquisition at Approved Appraisal
Acquisition at Below Approved Appraisal
Acquisition at Above Approved Appraisal
XX Advance Payment Requested (recording fees)
Donation

XX N/A District # 1

DOCUMENTATION ATTACHED (Check appropriate block(s))

Contract/ Agreement
XX Copy of Executed Instruments
Certificate of Value
Settlement Analysis

Name, Address, FEIN No.

Payable to: Orange County Comptroller

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

Recommended by Elizabeth Price Jackson Digitally signed by Elizabeth Price Jackson
Date: 2021.11.01 16:29:34 -04'00

Elizabeth Price Jackson, Sr. Title Examiner
Real Estate Management Division

11/1/2021
Date

Payment Approved Mindy T. Cummings
Mindy T. Cummings, Manager, Real Estate Management Div.

11/5/21
Date

or
Payment Approved _____

NOV 30 2021
Date

Certified Emily R...
Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 30 2021