



Interoffice Memorandum

AGENDA ITEM

August 10, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee

SUBJECT: August 22, 2017 – Consent Item
Transportation Impact Fee Agreement
Quest Village Woodbury Road from Lake Underhill Road to S.R. 50

The Roadway Agreement Committee has reviewed a Transportation Impact Fee Agreement for Quest Village on Woodbury Road from Lake Underhill Road to S.R. 50 ("Agreement") by and between Quest Village, Ltd. ("Owner") and Orange County for the conveyance of 0.17 acres of right-of-way for Woodbury Road. The Agreement provides for the dedication of 0.17 acres by general warranty deed or plat dedication within 120 days of the effective date. The Agreement establishes the agreed-upon fair market value of the land to be \$153,433 per acre. Upon County's acceptance of the conveyance, a Transportation Impact Fee Credit Account shall be established in the amount of \$26,083.

The Roadway Agreement Committee approved the Transportation Impact Fee Agreement on April 5, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5610.

ACTION REQUESTED: Approval and execution of Transportation Impact Fee Agreement for Quest Village on Woodbury Road from Lake Underhill Road to S.R. 50 by and between Quest Village, Ltd. and Orange County for the dedication of 0.17 acres of right-of-way for \$26,083 in Transportation Impact Fee Credits. District 4

JEH/HEGB:rep

Attachment

BCC Mtg. Date: August 22, 2017

Prepared by and after recording return to:
Terry M. Lovell, Esq.
Stearns Weaver Miller, et al.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

Tax Parcel I.D. No.: 23-22-31-0000-00-034

**TRANSPORTATION IMPACT FEE
AGREEMENT**

QUEST VILLAGE

WOODBURY ROAD FROM LAKE UNDERHILL ROAD TO S.R.50

This Transportation Impact Fee Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Quest Village, Ltd. ("Owner"), a Florida limited partnership, whose mailing address is 500 East Colonial Drive, Orlando, FL 32853, Attention: John R. Gill, and Orange County, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A", and as more particularly described on "Exhibit B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is developing the Property as an independent-living, apartment-style community for adults with developmental disabilities (the "Project"); and

WHEREAS, Owner is willing to convey to County certain portions of the Property (the "ROW Conveyance") in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

WHEREAS, the County intends to use the ROW Conveyance for public right of way purposes; and

WHEREAS, the Orange County Engineer has declared Woodbury Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the "Parties") agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Conveyance of the ROW Conveyance to County by Owner.

(a) *Conveyed lands.* Within one hundred twenty (120) days from the Effective Date, Owner shall convey to County marketable fee title to the ROW Conveyance, as those lands are described in the legal description and sketch of description attached hereto as Exhibit "C" and incorporated by this reference.

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) *Procedure.* The conveyance of the ROW Conveyance shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the

following paragraphs (c), (e), and (f) will not apply. Owner shall pay all costs associated with the conveyance of the ROW Conveyance, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the ROW Conveyance shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to conveyance of the ROW Conveyance, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the ROW Conveyance.

(d) *Value of ROW Conveyance.* The value of the land to be conveyed by Owner to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time.

The Parties hereby agree that the value of the ROW Conveyance to be conveyed by Owner to County, in return for credits against transportation impact fees to be paid in the future in connection with the Project, is Twenty Six Thousand Eighty Three Dollars (\$26,083). This total results from an agreed-upon fair market value of One Hundred Fifty Three Thousand Four Hundred Thirty Three Dollars (\$153,433) per acre, or fraction thereof, and a total acreage of .17 acre(s).

(e) *Environmental Audit.* No less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the ROW Conveyance. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the ROW Conveyance, one of the following events shall occur: (i) Owner shall remediate the ROW Conveyance to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 3. Transportation Impact Fee Credits. Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance.

Such transportation impact fee credits may only be used in transportation impact fee zone 2. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effect the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 4. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

| | |
|--------------|--|
| As to Owner: | Quest Village, Ltd. 500 East Colonial Drive Orlando, FL 32853 Attention: John R. Gill |
|--------------|--|

With a copy to: Stearns Weaver Miller, et al.
150 West Flagler, Suite 2200
Miami, FL 33130
Attention: Terry M. Lovell, Esq.

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

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

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 9. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 10. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 11. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) *Limitations on County's remedies.* Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the ROW Conveyance or any other portion of the Property as County may lawfully elect.

(b) *Limitations on Owner's remedies.* Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in up to two counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 14. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. Owner may, upon full satisfaction of all provisions of this

Agreement, request that County agree to terminate this Agreement, which County shall not unreasonably refuse. Any such termination shall be recorded in the Public Records of Orange County, Florida at Owner's expense. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

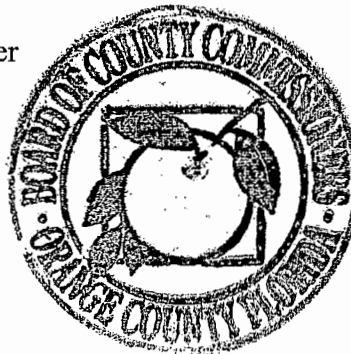
By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

Date: 8.22.17

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

By: *Katie Smith*
Deputy Clerk

Printed name: Katie Smith



Quest Village, Ltd., a Florida limited partnership

By: Quest Village GP, LLC, a Florida limited liability company, its general partner

By: Life Concepts, Inc., a Florida non-profit corporation, its sole member

By: _____

Printed name: John R. Gill

Title: President

Date: _____

July 19, 2017

WITNESSES:

John Degen

Printed Name: John Degen

Jonathan Eskins

Printed Name: Jonathan Eskins

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by John R. Gill, as President of Life Concepts, Inc., a Florida non-profit corporation, the sole member of Quest Village GP, LLC, a Florida limited liability company, the general partner of Quest Village, Ltd., a Florida limited partnership, who is known by me to be the person described herein and who executed the foregoing, this 19th day of July, 2017. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of July, 2017.

Erica Plazibat
Notary Public

Print Name: ERICA PLAZIBAT

My Commission Expires: FEBRUARY 16, 2018



Exhibit "A" **Project Location Map**

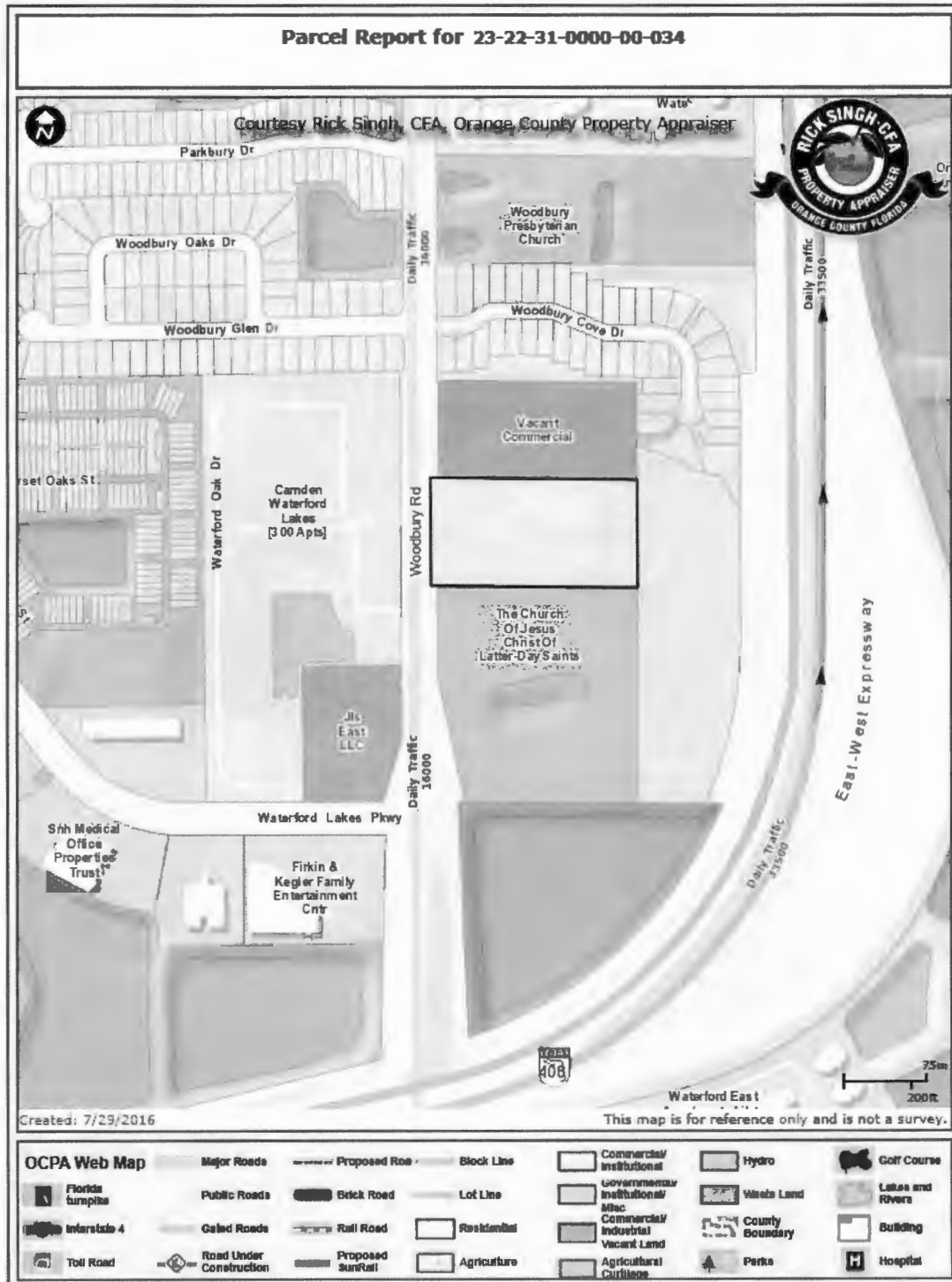



Exhibit "B"
Legal Description and Sketch of Description for Property

| | | | | | | | |
|---|--|---|----------------------|---|---------------------------|--------------------|--|
|  | MAP SHOWING A SKETCH AND LEGAL DESCRIPTION OF PARCEL 1 | | | | | | |
| <p>A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.</p> | | | | | | | |
| <p>(SEE SHEET 2 OF 2 FOR SKETCH)</p> | | | | | | | |
| <p>LEGAL DESCRIPTION</p> <p>A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00°23'15" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 23, A DISTANCE OF 661.71 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTH 89°30'58" EAST, ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, SOUTH 89°30'58" EAST, A DISTANCE OF 636.42 FEET TO THE WEST LINE OF TRACT F, ACCORDING TO THE PLAT OF WOODBURY COVE, AS RECORDED IN PLAT BOOK 46, PAGE 1, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°20'16" WEST, ALONG SAID WEST LINE OF TRACT F, A DISTANCE OF 330.20 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°27'37" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 636.72 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WOODBURY ROAD; THENCE SOUTH 00°23'14" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF WOODBURY ROAD, DISTANCE OF 330.82 FEET TO THE POINT OF BEGINNING.</p> | | | | | | | |
| <p>SURVEYOR'S REPORT AND NOTES:</p> <ol style="list-style-type: none">1. THIS IS NOT A BOUNDARY SURVEY. IT IS A SKETCH AND LEGAL DESCRIPTION OF A PROPOSED RIGHT OF WAY TAKING.2. THE SKETCH AND LEGAL DESCRIPTION ARE BASED ON THE BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY THIS COMPANY.3. BEARING BASE FOR BEARINGS SHOWN IS THE WEST LINE OF SECTION 23, AS SHOWN ON THE PLAT OF WOODBURY COVE, AS RECORDED IN PLAT BOOK 46, PAGE 1, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID LINE HAVING A BEARING OF N00°23'15"W. | | | | | | | |
| <p><i>Charles P. Delcambre</i> CHARLES P. DELCAMBRE, P.S.M., FL. REG. # 8100</p> | | | | | | | |
| <p>ATLANTIC ~ GULF SURVEYING CO. LAND & ENGINEERING SURVEYS LICENSED BUSINESS NUMBER 6226 5736 TIMUQUANA ROAD JACKSONVILLE, FLORIDA 32210 PH. 904-771-6412 FAX 904-778-8578</p> | <p>SHEET 1 OF 2</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 33%;">JOB NO. <u>S2543</u></td><td style="width: 33%;">DATE <u>2-9-2017</u></td><td style="width: 33%;">REVISIONS : DATE _____ DATE _____ DATE _____</td></tr><tr><td>DATE OF SURVEY <u>N/A</u></td><td>DRAFTER <u>CPD</u></td><td></td></tr></table> | JOB NO. <u>S2543</u> | DATE <u>2-9-2017</u> | REVISIONS : DATE _____ DATE _____ DATE _____ | DATE OF SURVEY <u>N/A</u> | DRAFTER <u>CPD</u> | |
| JOB NO. <u>S2543</u> | DATE <u>2-9-2017</u> | REVISIONS : DATE _____ DATE _____ DATE _____ | | | | | |
| DATE OF SURVEY <u>N/A</u> | DRAFTER <u>CPD</u> | | | | | | |

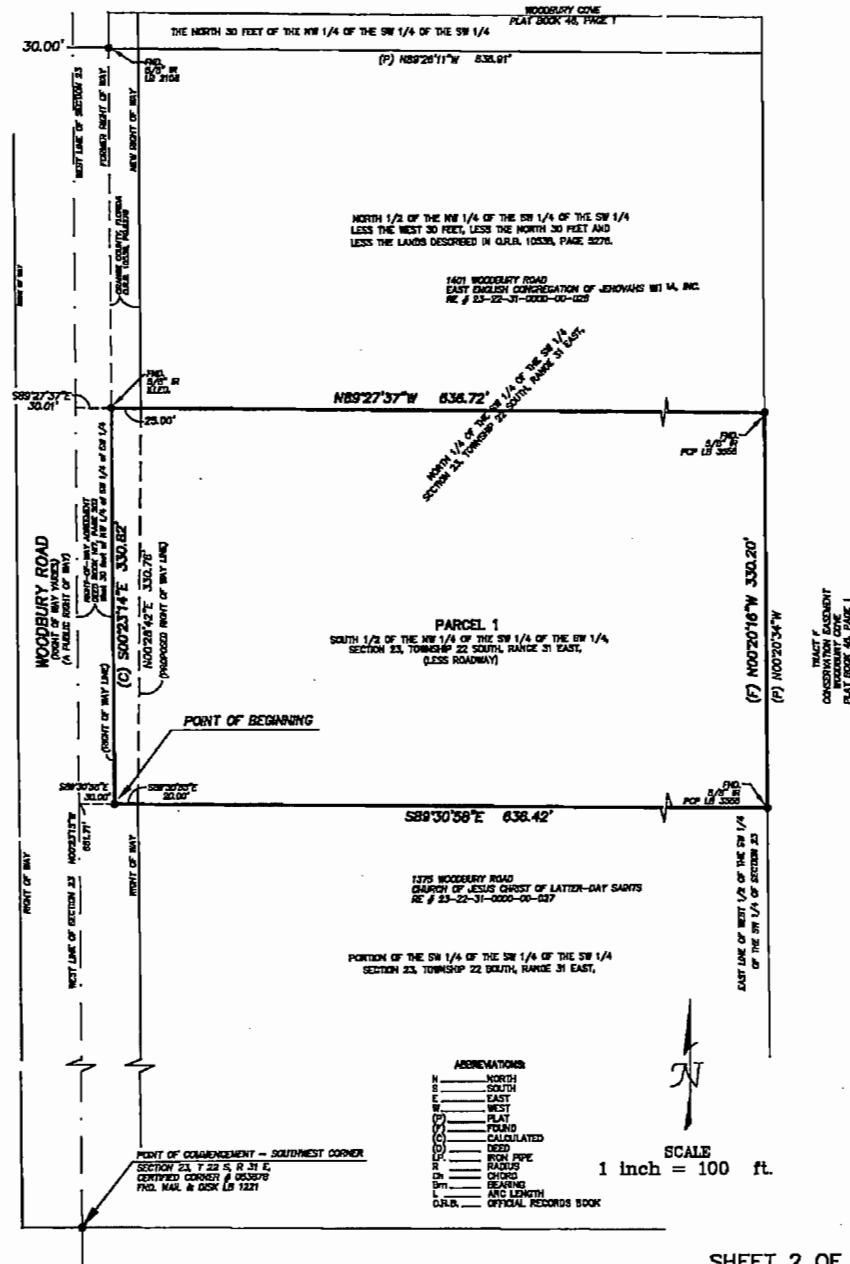
NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

**MAP SHOWING A SKETCH AND LEGAL DESCRIPTION OF
PARCEL 1**

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

(THIS SKETCH IS NOT A BOUNDARY SURVEY)

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)



SHEET 2 OF 2

NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

Exhibit "C"
Legal Description and Sketch of Description
for Conveyed Lands

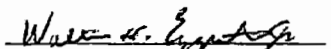
EXHIBIT "C"
PARCEL: 1022
ESTATE: FEE SIMPLE
PURPOSE: ROAD RIGHT-OF-WAY
SHEET 1 OF 2

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°19'39" WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 991.79 FEET; THENCE RUN NORTH 89°40'21" EAST A DISTANCE OF 30.00 FEET TO AN ANGLE POINT ON THE EAST RIGHT-OF-WAY LINE OF WOODBURY ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTH 89°25'51" EAST A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTH 00°32'20" WEST A DISTANCE OF 330.67 FEET TO THE SOUTHERLY LINE OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 23, ALSO BEING AN ANGLE POINT ON THE RIGHT-OF-WAY LINE OF SAID WOODBURY ROAD; THENCE RUN ALONG SAID SOUTHERLY LINE OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 23 AND SAID RIGHT-OF-WAY LINE, NORTH 89°28'44" WEST A DISTANCE OF 20.00 FEET TO AN ANGLE POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE NORTH 00°19'39" WEST A DISTANCE OF 330.73 FEET TO THE POINT OF BEGINNING.


CONTAINING 7,440.35 SQUARE FEET, OR 0.17 ACRES MORE OR LESS.


Walter H. Eggerton Jr.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 5574

NOT VALID UNLESS IT BEARS THE SIGNATURE
 AND THE ORIGINAL RAISED SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.
 NOT VALID WITHOUT SHEET 1 AND 2

I HEREBY CERTIFY THIS LEGAL DESCRIPTION AND
 SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE
 AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL
 DESCRIPTION AND SKETCH MEETS THE STANDARDS OF
 PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF
 PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
 CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO
 NOTES AND NOTATIONS SHOWN HEREON.

PREPARED FOR:
 Real Estate
 Management

| | | | | |
|-----------------------|--------------------------|---------------|--|---------------------------|
| DESIGNED BY: Eggerton | DATE: 02-07-2017 | SECTION: 23 |  ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 835-7940 | DRAWING SCALE: 1"=100' |
| DRAWN BY: Zimmerman | | TOWNSHIP: 22S | | |
| CHECKED BY: Eggerton | REVISIONS: 04-03-2017 | RANGE: 31E | | PROJECT NUMBER |
| APPROVED BY: Eggerton | | SHEET 1 OF 2 | | 2017-01-WHE |

SKETCH OF DESCRIPTION
EXHIBIT "C"
PARCEL: 1022
ESTATE: FEE SIMPLE
PURPOSE: ROAD RIGHT-OF-WAY
SHEET 2 OF 2

POINT OF BEGINNING
 EAST RIGHT-OF-WAY LINE
 OF WOODBURY ROAD

POINT OF COMMENCEMENT
 SOUTHWEST CORNER OF
 THE SOUTHWEST QUARTER
 OF SECTION 23, TOWNSHIP
 22 SOUTH, RANGE 31 EAST

LEGEND
 • Right-of-Way
 Angle Point

Parcel Line Table

| Line # | Length | Direction |
|--------|--------|---------------|
| L1 | 30.00 | N89° 40' 21"E |
| L2 | 25.00 | S89° 25' 51"E |
| L3 | 20.00 | N89° 28' 44"W |

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO AND DOES NOT REPRESENT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE WEST LINE OF SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 31 EAST AS BEING NORTH 00° 19' 39" WEST, ASSUMED.
3. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, RIGHT-OF-WAY SECTION.
4. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
5. NO FIELD WORK HAS BEEN PERFORMED FOR THE PREPARATION OF THIS DRAWING.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A CERTIFICATE OF TITLE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
9. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT SHEETS 1 AND 2.