



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: August 18, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL OF SPECIAL WARRANTY DEED FROM ORLANDO UTILITIES COMMISSION AND CITY OF ORLANDO TO ORANGE COUNTY, APPROVAL AND EXECUTION OF EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING THE LAND BETWEEN ORANGE COUNTY, ORLANDO UTILITIES COMMISSION AND CITY OF ORLANDO, APPROVAL AND EXECUTION OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN ORLANDO UTILITIES COMMISSION, CITY OF ORLANDO AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENTS

PROJECT: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of roadway improvements.

ITEMS: Special Warranty Deed
Cost: Donation
Size: 24,717.33 square feet

Easement Agreement with Covenants and Restrictions Affecting the Land
Revenue: None
Size: 38,332.80 square feet

Temporary Construction Easement Agreement
Cost: Donation
Size: 1.66 acres
Term: No more than 36 months after execution

BUDGET: Account No.: 1003-072-2766-6110

FUNDS: \$370.00 Payable to Orange County Comptroller
(recording fees)

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

REMARKS: These conveyances are a requirement of the Agreement Regarding Further Realignment of Moss Park Road (Innovation Way South Interchange) between Orange County, the City of Orlando, and the Orlando Utilities Commission (the "Agreement"), which Agreement is being processed contemporaneously with this item. Approval of this item is contingent upon approval of the Agreement.

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: August 11, 2017

Amount: \$370.00

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South ~~Interchange~~)

DEC 8/15/17
Parcels: 101

Charge to Account # 1003-072-2766-6110 *8/16/17*

[Signature] 8/15/17
Controlling Agency Approval Date
[Signature] 8/16/17
Fiscal Approval Date

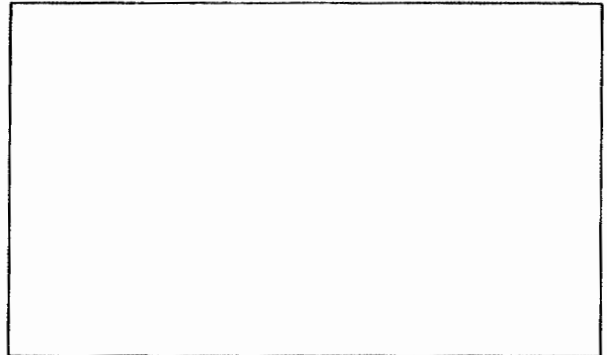
TYPE TRANSACTION (Check appropriate block(s))
____ Pre-Condernnation ____ Post-Condernnation

X N/A District # 4

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

DOCUMENTATION ATTACHED (Check appropriate block(s))

____ Contract (Agreement)
XX Copy of Instruments to be recorded
____ Certificate of Value
____ Settlement Analysis



Payable to: Orange County Comptroller

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

Recommended by *Elizabeth Price Jackson*
Elizabeth Price Jackson, Senior Title Examiner

8/11/17
Date

Payment Approved *Paul Sladek*
Paul Sladek, Manager

8/11/17
Date

Under Ordinance Approved by _____
Assistant Manager, Real Estate Management Division

Date

Certified *Jennifer Sara Climey*
Approved by BCC *for* Deputy Clerk to the Board

AUG 29 2017
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: to be recorded within 30 days of BCC approval.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 29 2017

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Joseph J. JeBailey, Esq.
Greenberg Traurig, LLP
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

**EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS
AFFECTING THE LAND**

THIS EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING THE LAND (this "Agreement") is made as of the last date signed below (the "Effective Date"), by and among **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "County"), **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida ("OUC") whose address is 100 West Anderson Street, Orlando, Florida 32801, and **THE CITY OF ORLANDO**, a municipal corporation existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (the "City").

WITNESSETH:

WHEREAS, the County is the fee owner of certain real property located in Orange County, Florida, being more particularly described on Exhibit "A-1" (the "County Property"), of which a certain portion located thereon is more commonly referred to as the Remaining Parcel, as more particularly described on Exhibit "A-2" (the "Remaining Parcel"), both of which Exhibits are attached hereto and made a part hereof; and

WHEREAS, OUC and the City are owners of certain real property located in Orange County, Florida (the "OUC Right of Way"), being more particularly described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the County and OUC desire that the County Property should be subject to a certain perpetual, non-exclusive access and use easement for ingress and egress over and across all of the County Property, for the benefit of OUC and the OUC Right of Way, subject to the

[Signature Page to Easement Agreement with Covenants and Restrictions Affecting the Land]

terms and conditions set forth below, and that the County Property should be subject to the covenants, conditions, and restrictions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by this reference.

2. **GRANT AND USE OF EASEMENT.** The County does hereby give, grant and convey to the City and OUC for the benefit of OUC, its successors and assigns, and the OUC Right of Way, a perpetual, non-exclusive access and use easement (the "Easement") for: (i) the inspection, maintenance, repair, replacement, expansion, operation and use of the rail lines and related railroad crossing facilities, components and equipment located on the County Property; (ii) the installation, inspection, maintenance, repair, replacement, expansion, operation and use of any additional rail lines and related railroad crossing facilities, components and equipment that OUC, in its sole discretion, may in the future require to be located on the County Property; (iii) the inspection, maintenance, repair, replacement, expansion, operation and use of the existing service road that runs parallel to the rail line and provides OUC with access to the rail lines and associated improvements; and (iv) the installation, inspection, maintenance, repair, replacement, expansion, operation and use of current and future above-ground, grade-level and underground electrical transmission lines, electrical distribution lines, potable water or waste water distribution and/or transmission lines, and any other type of utility lines and related improvements on, under or through the County Property, as OUC, in its sole discretion, may deem necessary to locate on, under or through the County Property. The Easement shall at all times remain open and accessible to OUC, its employees, invitees, licensees, agents, contractors and subcontractors for vehicular or pedestrian access to and from the OUC Right of Way. If the County installs any fences, walls or other enclosures on the County Property, such shall be installed so as to allow ready access to the OUC service road, and provide an opening of at least twenty-five (25) feet.

3. **MAINTENANCE OF EASEMENT AREA.** The County agrees that it shall at all times be solely responsible for the routine maintenance and, if necessary, the repair of the County Property. Nothing in this statement is intended to, nor shall it, obligate County to perform or pay for repairs due to a third party's actions.

4. **AGREEMENTS AND RESTRICTIONS.** The County hereby agrees that: (i) all public vehicular right-of-way use (present and future) of the Remaining Parcel, permitted or caused by the County, shall cease upon completion of the realignment of Moss Park Road as such realignment is contemplated by that certain unrecorded Agreement Regarding Further Realignment of Moss Park Road (Innovation Way South Interchange) made by and among the County, OUC, and the City of Orlando, dated _____, 2017, a copy of which is on file at the County's Public Works Department and at OUC's office located at the address shown below in Section 9, nonetheless, the County shall, as owner of the County Property, have access to its facilities within the County Property as necessary to maintain, replace, and/or repair its facilities located within the same; (ii) no new property interests (including new permits, new licenses, or

[Signature Page to Easement Agreement with Covenants and Restrictions Affecting the Land]

new easements of any kind, with the express exception of any easement, license or permit related to certain non-OUC owned lighting facilities that the County may relocate to, or cause to be relocated within that portion of the County Property that is not lying within the Remaining Parcel, so long as said lighting facilities do not unreasonably interfere with OUC facilities, including but not limited to any OUC transmission lines) will be granted in any manner in connection with the County Property and (iii) no existing property rights shall be expanded throughout the County Property.

5. **THE COUNTY'S RESERVATION OF RIGHTS.** Subject to the rights created herein, the County expressly reserves to itself, its successors and assigns, the right to use any portion of the County Property for any such purpose that is not inconsistent with the rights granted herein and which do not interfere with OUC's reasonable access and permitted use of the Easement pursuant to the terms hereof.

6. **REPRESENTATION BY THE COUNTY.** The County, for itself, its successors, assigns, and invitees, does hereby represent that the County has good right and title to the County Property, and has full power and authority to grant the Easement and the easement rights set forth therein. The execution of this Agreement and the grant of the Easement contained herein have been duly authorized by all necessary action on the part of the County, and the person executing this Agreement on behalf of the County is duly authorized to do so.

7. **COVENANTS RUNNING WITH THE LAND.** All of the covenants, terms, agreements and restrictions set forth in this Agreement are intended to be, and are construed as, covenants running with the land, and shall be binding upon, and inure to the benefit of, the County Property and the OUC Right of Way and each of the owners thereof, and their respective successors, assigns, heirs and devisees.

8. **ENTIRE AGREEMENT.** This Agreement embodies the entire understanding, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

9. **NOTICES.** All notices and other communications given pursuant to this Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered mail, return receipt requested, or by a national overnight receipted delivery service (e.g. Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; or (ii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service (regardless of whether the recipient of said notice accepted same). All notices shall be addressed as hereinbelow set forth, or to such other address as the County or OUC shall hereafter give notice to the other in writing:

If to the County: County Administrator
Orange County, Florida
201 South Rosalind Avenue, Fifth Floor
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839

If to OUC: Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attn: Office of the General Manager/CEO

With a copy to: Joseph J. JeBailey, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801

10. **COUNTERPARTS.** This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

11. **GOVERNING LAW.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

12. **WAIVER OF JURY TRIAL; JURISDICTION.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

13. **CONSTRUCTION OF AGREEMENT.** This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

14. **NO IMPLIED WAIVER.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

15. **CAPTIONS.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

[Remainder of the Page Intentionally Left Blank]

[Signature Page to Easement Agreement with Covenants and Restrictions Affecting the Land]

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
dates written below.



(COUNTY SEAL)

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

By: Board of County Commissioners

By: *Teresa Jacobs*
Name: Teresa Jacobs
Title: Orange County Mayor
Date: Aug 29, 2017

Attest: Phil Diamond, CPA, , Orange County
Comptroller, as Clerk of the Board of County
Commissioners

By: *Katie Smith*
Name: Katie Smith
Title: Deputy Clerk
Date: AUG 29 2017, 2017

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

WITNESSES:

Kimberly J. Catlett
Kimberly J. Catlett
Print Name

Nanci Schwartz
Nanci Schwartz
Print Name

(COMMISSION SEAL)

ORLANDO UTILITIES COMMISSION, a
statutory commission organized and existing
under the laws of the State of Florida

By: [Signature]
Name: KENNETH P. KSIAZEK
Title: GENERAL MANAGER & CEO

Attest:
[Signature]
Name: ELIZABETH M. MASON
Title: ASSISTANT SECRETARY

Date: August 29, 2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of August, 2017,
by Kenneth P. Ksiazek, as General Manager & CEO of
Orlando Utilities Commission, on behalf of the same, who is personally
known to me or have produced as identification and who did/did not take
an oath.

NOTARY PUBLIC

Print Name: [Signature]
My Commission Expires: 1-10-21

(NOTARY SEAL)

Approved as to form and legality
OUC Legal Department
DATE: 8-29-17 BY: [Signature]



[Signature Page to Easement Agreement with Covenants and Restrictions Affecting the Land]

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Interchange)

Signed, sealed and delivered
in the presence of:

Brenda Herman

Print: Brenda Herman

[Signature]

Print: Genovie Inzarry

CITY OF ORLANDO, a municipal
corporation existing under the laws of the
State of Florida

By: [Signature]
Name: Patty Sheehan
Title: Mayor Pro Tem

(MUNICIPAL SEAL)



Attest:

By: Denise Aldridge
Name: Denise Aldridge
Title: City Clerk
Date: August 30, 2017

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of August, 2017, by Patty Sheehan, as Mayor Pro Tem of the CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida, on behalf of the same, who is personally known to me or has produced as identification.

NOTARY PUBLIC:



Stephanie Herdola
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG111549
Expires 8/5/2021

Sign: [Signature]
Print: Stephanie Herdola
State of Florida at Large (Seal)
My Commission Expires: 6/5/2021

[Signature Page to Easement Agreement with Covenants and Restrictions Affecting the Land]

Exhibit "A-1" (page 1 of 2)
Legal Description and Sketch of the County Property

Legal Description

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the south right-of-way line of Moss Park Road as recorded in Official Records Book 1332, Page 793, Public Records of Orange County, Florida with the southerly right-of-way line of the Orlando Utilities Commission Railroad as recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence run S 57°15'58" W, a distance of 474.82 feet for the **POINT OF BEGINNING**; thence continue S 57°15'58" W, a distance of 144.84 feet; thence run N 58°53'44" W, a distance of 33.61 feet to a point of curvature of a curve, concave southwesterly, having a radius of 2035.00 feet and a central angle of 07°28'10"; thence run northwesterly, along the arc of said curve, a distance of 265.30 feet to a point; thence run N 57°15'58" E, a distance of 154.11 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 2165.00 feet and a central angle of 05°12'36"; thence, on a chord bearing of S 61°30'02" E, run 196.87 feet along the arc of said curve to the point of tangency thereof; thence run S 58°53'44" E, a distance of 97.47 feet to the **POINT OF BEGINNING**.

Containing 0.88 acres, more or less.

Exhibit "A-1" (page 2 of 2)

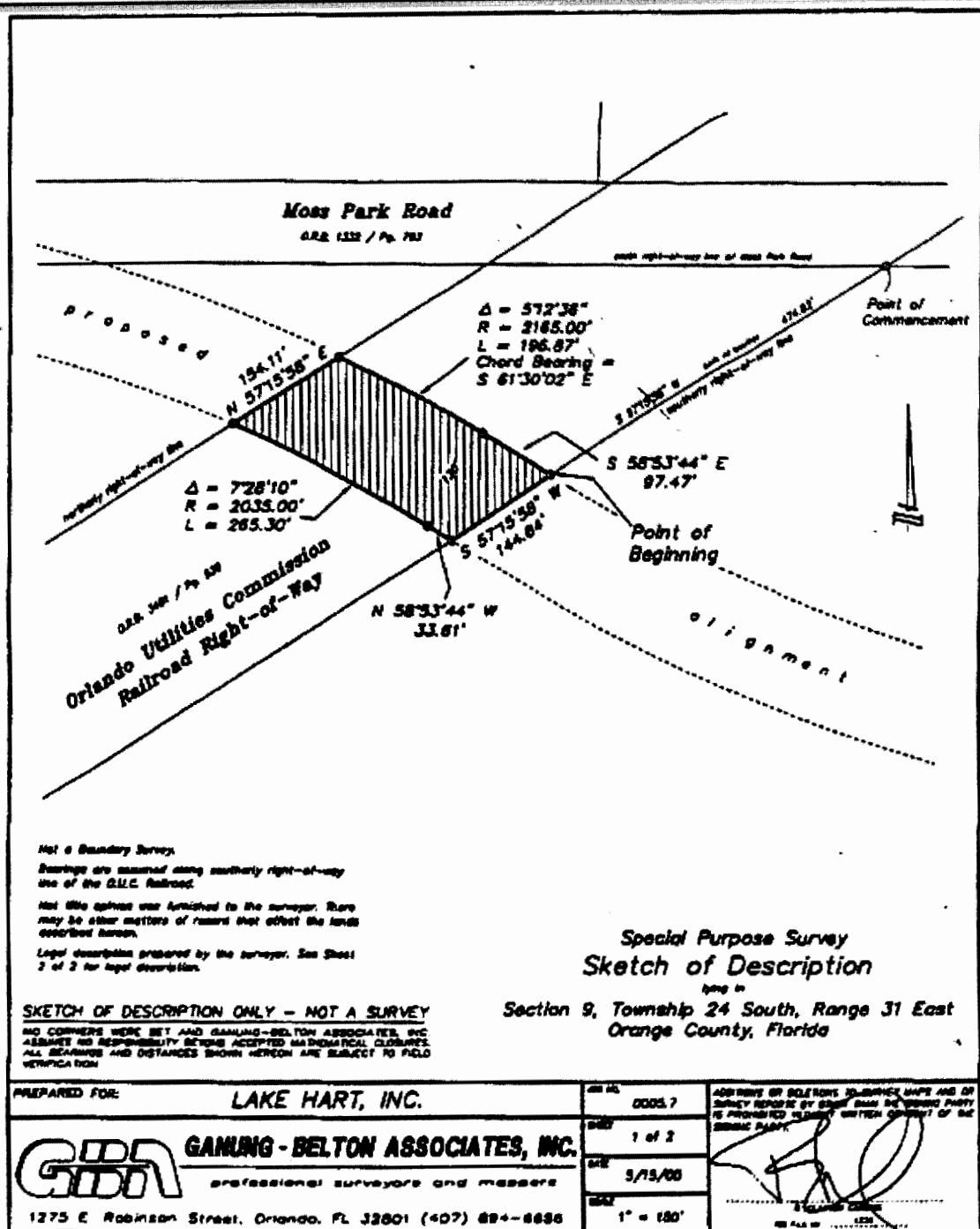


Exhibit "A-2" (page 1 of 2)
Description and Sketch of the Remaining Parcel

SCHEDULE "A"

LEGAL DESCRIPTION

Parcel 101 C


Estate: Fee Simple

Purpose: Access and Utility

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, thence run S01°27'23"W along the East line of the Southwest 1/4 of said Section 9 for a distance of 50.04 feet to a point lying on the Southerly right of way of Moss Park Road as described in Official Record Book 1332, page 793 of the Public Records of Orange County, Florida; thence departing said East line of said Section 9, run N89°49'31"W along the Southerly line of the described Moss Park Road right of way for a distance of 134.74 feet; thence run S57°15'58"W along the Northerly right of way line of the Orlando Utilities Commission railroad right of way as described in Official Record Book 3491, page 539 of the Public Records of Orange County, Florida, for a distance of 210.79 feet to the Point of Beginning; said point being on a non-tangent curve concave Southwesterly, lying on the Northerly right of way line of Moss Park Road, as described in Official Record Book 6175, page 8600 of the Public Records of Orange County, Florida; said point also being the Northernmost corner of the portion of Moss Park Road as described in Official Record Book 6328, page 1831 of the Public Records of Orange County, Florida; said curve having a radius of 2,165.00 feet, a chord bearing of S63°20'25"E, a chord distance of 57.56 feet, and a central angle of 01°31'24"; thence run Southeasterly along the arc of said curve and along the Northerly right of way line of said Moss Park Road for a distance of 57.56 feet to a point lying on a non-tangent curve concave Northeasterly, having a radius of 1,211.00 feet, a chord bearing of S40°24'10"E, a chord distance of 212.32 feet, and a central angle of 10°03'31"; thence run Southeasterly along the arc of said curve for a distance of 212.60 feet to a point lying on the Southerly right of way line aforementioned railroad right of way; thence run S57°15'58"W along said Southerly railroad right of way line for a distance of 64.84 feet; thence departing said line, run N58°53'44"W for a distance of 33.61 feet to a point of curvature of a tangent curve concave Southwesterly, having a radius of 2,035.00 feet, a chord bearing of N62°37'47"W, a chord distance of 265.07 feet, and a central angle of 07°28'07"; thence run Northwesterly along the arc of said curve for a distance of 265.26 feet to a point lying on the Northerly right of way line of the aforementioned railroad right of way; thence run N57°15'58"E along said Northerly right of way line of Orlando Utilities Commission railroad right of way for a distance of 154.14 feet to the Point of Beginning.

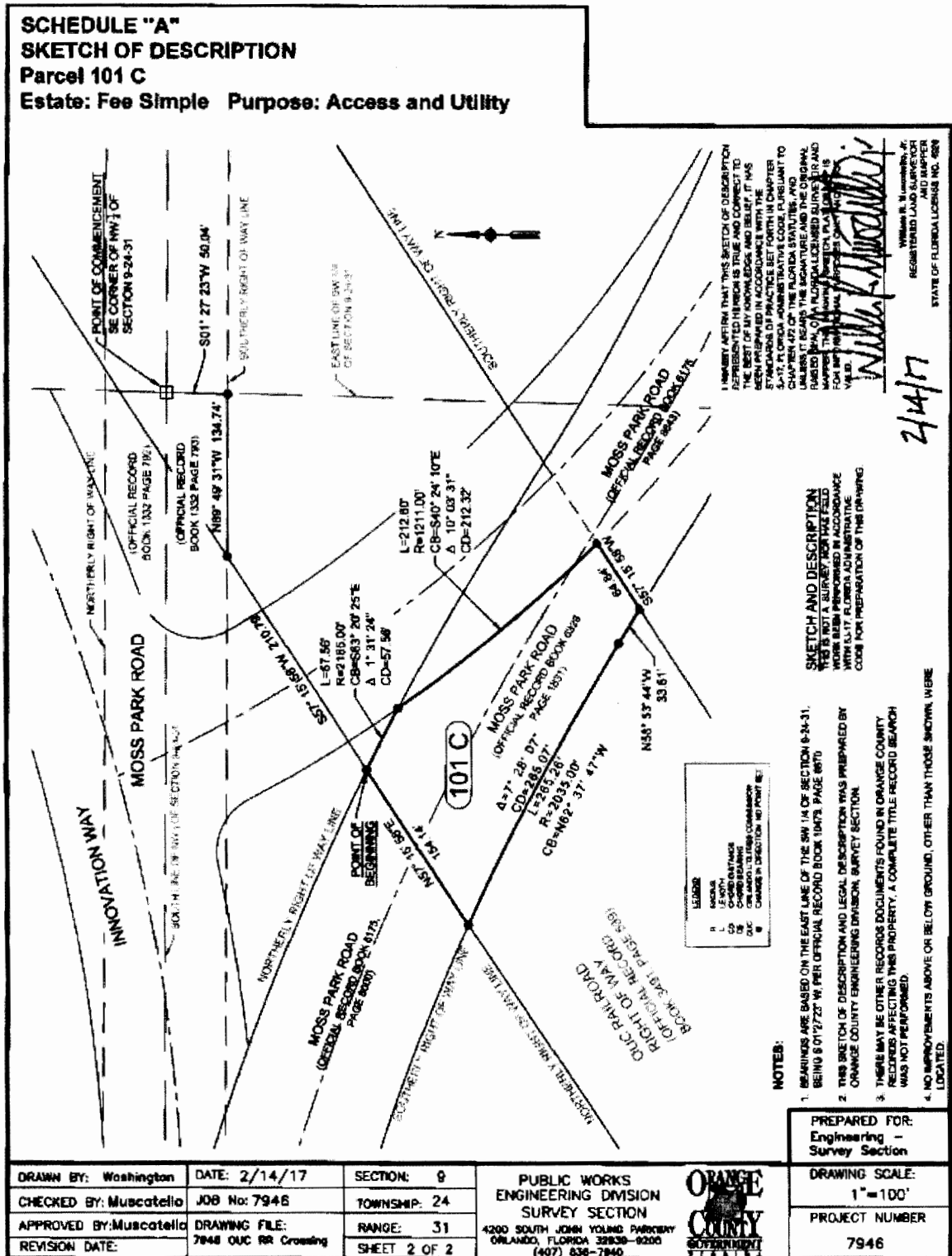
Containing 29,132.99 square feet or 0.67 acres, more or less.

PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 2/14/17	SECTION: 9	SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-8205 (407) 838-7940 	DRAWING SCALE: NTS
CHECKED BY: Muscatello	JOB No: 7946	TOWNSHIP: 24		PROJECT NUMBER
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		7946
REVISION DATE:	7946 OUC RR Crossing	SHEET 1 OF 2		

[Exhibit A to Easement Agreement with Covenants and Restrictions Affecting the Land]

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

Exhibit "A-2" (page 2 of 2)



[Exhibit A to Easement Agreement with Covenants and Restrictions Affecting the Land]

ORL 299479002v2

EXHIBIT "B"

LEGAL DESCRIPTION OF OUC RIGHT OF WAY

PARCEL 8A

From the Northeast corner of the Northeast 1/4 of Section 11, Township 24 South, Range 31 East, Orange County, Florida, run S 88°48'58" W 1321.20 feet along the North boundary of said Northeast 1/4 to the Northeast corner of the West 1/2 of said Northeast 1/4; thence run S 00°15'39" W 30.01 feet along the East boundary of said West 1/2 for the POINT OF BEGINNING; thence continue S 00°15'39" W 281.61 feet along said East boundary; thence run West 7415.30 feet; thence run S 73°38'03" W 979.87 feet; thence run S 57°16'06" W 1140.50 feet to a point on the West boundary of the Northwest 1/4 of Section 10, Township 24 South, Range 31 East, said point being S 01°26'08" W 1210.93 feet from the Northwest corner of said Northwest 1/4 of Section 10; thence continue S 57°16'06" W 712.10 feet to a point in the center line of the existing grade of Wewahootee Road; thence run N 21°21'51" E 277.04 feet along said center line to the South boundary of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 24 South, Range 31 East; thence run N 89°49'15" W 179.51 feet along said South boundary; thence run N 57°16'06" E 814.88 feet to a point on the aforesaid West boundary of the Northwest 1/4 of Section 10; thence continue N 57°16'06" E 964.43 feet to the beginning of a curve, concave Southeasterly, having a radius of 2100.00 feet and an intersection angle of 33°04'20"; thence run Northeasterly 1212.16 feet along the arc of said curve to the end of said curve, said point being on a line parallel with and 30.00 feet South of, when measured at right angles to, the North boundary of the aforesaid Northwest 1/4 of Section 10; thence run S 89°39'34" E 698.95 feet along said parallel line; thence run N 89°57'13" E 2677.80 feet parallel with and 30.00 feet South of, when measured at right angles to, the North boundary of the Northeast 1/4 of said Section 10; thence run S 89°34'09" E 2651.76 feet parallel with and 30.00 feet South of, when measured at right angles to, the North boundary of the Northwest 1/4 of the aforesaid Section 11; thence run N 88°48'58" E 1320.87 feet parallel with and 30.00 feet South of, when measured at right angles to, the aforesaid North boundary of the Northeast 1/4 of Section 11 to the point of beginning. The bearings referenced herein are grid bearings based on the Florida State Plane Coordinate System, Zone East.

PARCEL 8B

From the Southeast corner of the Northeast 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, run N 89°49'15" W 1327.86 feet to the Southeast corner of the Southwest 1/4 of said Northeast 1/4; thence run N 01°26'54" E 596.30 feet along the East boundary of said Southwest 1/4 of the Northeast 1/4 for the POINT OF BEGINNING; thence run S 57°16'06" W 1005.19 feet to the North right-of-way line of Moss Park Road as described and recorded in Official Record Book 1332, Page 793, Public Records of Orange County, Florida; thence run N 89°49'15" W 473.53 feet along said North right-of-way line; thence run N 57°16'06" E 1583.49 feet to the aforesaid East boundary of the SW 1/4 of the NE 1/4; thence run S 01°26'54" W 314.28 feet to the point of beginning. The bearings referenced herein are grid bearings based on the Florida State Plane Coordinate System, Zone East.

[Exhibit A to Easement Agreement with Covenants and Restrictions Affecting the Land]

PARCEL 8C

From the Northeast corner of the Southeast 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, run N 89°49'15" W 2655.72 feet to the Northwest corner of said Southeast 1/4; thence run S 01°27'41" W 50.02 feet along the West boundary of said Southeast 1/4 for the POINT OF BEGINNING, said point being on the South right-of-way line of Moss Park Road as described and recorded in Official Record Book 1332, Page 793, Public Records of Orange County, Florida; thence run S 89°49'15" E 343.79 feet along said South right-of-way line; thence run S 57°16'06" W 1580.25 feet; thence run S 65°22'20" W 1904.06 feet to a point on the East boundary of the Southeast 1/4 of Section 8, Township 23 South, Range 31 East, said point being N 00°29'45" E 1009.42 feet from the Southeast corner of said SE 1/4; thence continue S 65°22'20" W 2397.83 feet to a point on the North boundary of the Northeast 1/4 of Section 17, Township 24 South, Range 31 East, said point being S 89°43'54" E 467.54 feet from the Northwest corner of said Northeast 1/4; thence continue S 65°22'20" W 3399.32 feet to a point on a non-tangent curve, concave Easterly, and having a radius of 8561.84 feet, said point being on the East right-of-way line of State Road #15 (Narcoossee Road) as described and recorded in Deed Book 338, Page 39, Public Records of Orange County, Florida; thence from a tangent bearing of N 00°43'15" E run Northerly 290.08 feet along the arc of said curve and said East right-of-way line through a central angle of 01°56'28"; thence run N 65°22'20" E 2709.64 feet to a point on the North boundary of the Northwest 1/4 of the aforesaid Section 17; said point being N 89°51'58" W 150.85 feet from the Northeast corner of said NW 1/4; thence continue N 65°22'20" E 3080.33 feet to the aforesaid East boundary of the Southeast 1/4 of Section 8; thence continue N 65°22'20" E 1357.85 feet to the beginning of a curve, concave Northwesterly, having a radius of 5729.58 feet and an intersection angle of 08°06'14"; thence run Northeasterly 310.40 feet along the arc of said curve to the end of said curve; thence run N 57°16'06" E 754.22 feet to the South right-of-way line of Moss Park Road as described and recorded in Official Record Book 1332, Page 793, Public Records of Orange County, Florida; thence run S 89°49'15" E 134.74 feet along said right-of-way line to the point of beginning. The bearings referenced herein are grid bearings based on the Florida State Plane Coordinate System, Zone East.

PARCEL 8D

From the Southwest corner of the Southwest 1/4 of Section 18, Township 24 South, Range 31 East, Orange County, Florida, run S 89°37'58" E 1783.53 feet along the South boundary of said Southwest 1/4 for the POINT OF BEGINNING; thence run N 36°06'09" E 4081.45 feet to the beginning of a curve, concave Southeasterly, having a radius of 2000.00 feet and an intersection angle of 29°16'11"; thence run Northeasterly 1021.71 feet along the arc of said curve to the end of said curve; thence run N 65°22'20" E 358.68 feet to a point on a non-tangent curve, concave Easterly, and having a radius of 8627.85 feet, said point being on the West right-of-way line of State Road #15 (Narcoossee Road) as described and recorded in Deed Book 338, Page 39, Public Records of Orange County, Florida; thence from a tangent bearing of S 02°26'10" W run Southerly 289.54 feet along the arc of said curve and said West right-of-way line through a central angle of 01°55'22"; thence run S 65°22'20" W 178.19 feet; thence run S 50°44'15" W 982.02 feet; thence run S 36°06'09" W 3841.27 feet to a point on the aforesaid South boundary of the Southwest 1/4; thence run N 89°37'58" W 320.31 feet along said South boundary to the point of beginning.

[Exhibit A to Easement Agreement with Covenants and Restrictions Affecting the Land]

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

PARCEL 8E

From the Northwest corner of the Northwest 1/4 of Section 19, Township 24 South, Range 31 East, Orange County, Florida, run S 89°37'58" E 1783.53 feet along the North boundary of said Northwest 1/4 for the POINT OF BEGINNING; thence run S 36°06'09" W 1942.35 feet to the beginning of a curve, concave Northwesterly, having a radius of 1870.00 feet; thence run Southwesterly 856.80 feet along the arc of said curve through a central angle of 26°15'07" to a point on the West boundary of the aforesaid Northwest 1/4, said point being S 00°06'47" W 2135.43 feet from the aforesaid Northwest corner of the Northwest 1/4; thence run S 00°06'47" W 289.19 feet along said West boundary; thence run N 66°42'00" E 555.87 feet; thence run N 36°06'09" E 2712.07 feet to a point on the aforesaid North boundary of the Northwest 1/4; thence run N 89°37'58" W 320.31 feet along said North boundary to the point of beginning.

[Exhibit A to Easement Agreement with Covenants and Restrictions Affecting the Land]

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 29 2017

THIS INSTRUMENT WAS PREPARED BY:

Joseph J. JeBailey, Esq.
Greenberg Traurig, LLP
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801

AFTER RECORDING RETURN TO:

Orange County Real Estate Management Division
400 East South Street, 5th floor
Orlando, FL 32801

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Easement Agreement") is made as of the last date signed below (the "Effective Date") , by and among **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida ("**OUC**"), whose address is 100 West Anderson Street, Orlando, Florida 32801, and the **CITY OF ORLANDO**, a municipal corporation existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter collectively called the "Grantor"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land in Orange County, Florida (hereinafter, the "OUC Right of Way") by virtue of that certain instrument recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida, as more fully described in Exhibit "A" attached hereto. The OUC Right of Way is improved by rail lines which are operated by OUC to access and deliver energy producing materials to the Curtis Stanton Energy Plant (the "Stanton Plant"); and

WHEREAS, the Grantee is the owner of certain land in Orange County, Florida (hereinafter the "Existing Crossing Area") by virtue of the instrument originally recorded in Official Records Book 6273, Page 4900, and re-recorded, to evidence proper approval and acceptance by the Board of County Commissioners, in Official Records Book 6328, Page 1831, Public Records of Orange County, Florida, as more fully described in Exhibit "B" attached hereto; and

WHEREAS, Grantor and Grantee have entered into that certain unrecorded Agreement Regarding Further Realignment of Moss Park Road (the “Realignment Agreement”), of even date herewith, a copy of which is on file at Grantee’s Public Works Department and at Grantor’s office located at the address shown below in Section 10, whereby, in exchange for certain rights, Grantor shall grant to Grantee a certain parcel of land (the “Additional Parcel”) (as the same term is used in the Realignment Agreement), as more fully described in Exhibit “C” attached hereto; and

WHEREAS, pursuant to the Realignment Agreement, Grantee shall, at no cost to Grantor , cause the realignment of Moss Park Road, including the demolition of the existing roadway and railroad crossing improvements located within the Existing Crossing Area, and the construction and installation of the realigned roadway and railroad crossing improvements located within the Realigned Crossing Area (as defined in the Realignment Agreement), along with certain other improvements related thereto (collectively, the “Improvements”); and

WHEREAS, in accordance with Section 3 of the Realignment Agreement, Grantee desires to obtain a non-exclusive temporary grading, slope, access and construction easement (the “Easement”) on, over and through a portion of the OUC Right of Way that lies within fifteen (15) feet of either side of the Existing Crossing Area and Additional Parcel (the “Temporary Easement Area”) (as more fully described in Exhibit “D”), for the purpose of access, ingress and egress of motor vehicles, construction vehicles, equipment and personnel to facilitate the site preparation, grading and construction of the Improvements (the “Permitted Use”); and

WHEREAS, Grantor has agreed to grant such Easement subject to the terms and conditions herein provided, and the terms and conditions of the Realignment Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitations. The above recitations are true and correct and are incorporated herein by this reference.

2. Grant, Use and Maintenance of Easement. Grantor does hereby give, grant and convey unto Grantee (its successors and assigns) the Easement for the Permitted Use, on, over and across the Temporary Easement Area. This Easement shall be used by Grantee (and its successors, assigns, employees, contractors and agents) solely for the Permitted Use. The respective obligations of the parties relating to the construction and installation of the Improvements, the supplying of materials associated therewith, the timing thereof, the continuing maintenance, and all costs related thereto are set forth in the Realignment Agreement. Notwithstanding the foregoing, Grantee shall not construct any Improvements in the Temporary Easement Area or perform any maintenance work within the Temporary Easement Area without the prior written

consent of OUC. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in the Realignment Agreement.

(a) Grantee shall coordinate all aspects of the Improvements and use of the Temporary Easement Area with OUC.

(b) Grantee covenants and agrees that it shall comply with the 25 Foot Requirement, as required by the Realignment Agreement.

(c) Grantee covenants and agrees, as required by the Realignment Agreement, to employ the services of a flagman, which flagman shall be a contractor of OUC or an employee of OUC, at OUC's sole discretion, whenever use of the Temporary Easement Area requires Grantee's contractors (i) to work inside the 25 Foot Requirement; or (ii) requires Grantee's contractors or any equipment to potentially reach within the 25 Foot Requirement. Grantee further covenants and agrees to reimburse OUC for the services of a flagman, according to the terms of the Realignment Agreement. Grantee further acknowledges that flagging services will be required on site for the time period which is approximately one-half hour before the arrival of any train until the time the train clears the flagged area on its return trip (which time shall include unloading time at the Stanton Plant). Prior to any construction equipment crossing the railroad track, a flagman shall be in place unless otherwise agreed to by OUC (for instance OUC may, in its sole discretion, so agree when a portable signalization has been installed and is in working condition). Grantee shall notify OUC (in the manner described in the Realignment Agreement to obtain the required authorization) at least four (4) hours prior to any traversal of the railroad track by any "low-boy" type of construction equipment or vehicles.

(d) Grantee acknowledges that it may use trucks carrying fill dirt and other construction materials over the railroad track within and in the vicinity of the Temporary Easement Area. Grantee shall cause the railroad track affected by such activity to be cleaned and swept daily to insure that the track flange-way remains free and clear of sand, dirt, debris or other material and the railroad bed is kept free from obstructions.

3. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, right of ways, reservations or easements, any and all portions of the area upon, above, or under the Temporary Easement Area (in Grantor's reasonable discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Temporary Easement Area onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with Grantee's Permitted Use of the Temporary Easement Area pursuant to the terms hereof.

4. Limitation of Rights. The Easement granted herein creates a non-exclusive easement, and, other than such easement right, Grantee does not and shall not

(at any time) claim any interest or estate of any kind or extent whatsoever in the Temporary Easement Area.

5. Covenants of Grantee. Grantee (and its successors, assigns, agents, invitees and employees) shall:

(a) not interfere with or prevent the normal development, use and maintenance by OUC of the Temporary Easement Area, or City and OUC's adjacent properties, if any, nor interfere with the use by OUC of its rail line(s) within the OUC Right of Way;

(b) not interfere with or prevent any development, construction, improvement, or other activity or use by OUC now or in the future existing on or about the Temporary Easement Area so long as such use does not materially and adversely interfere with Grantee's Permitted Use of the Temporary Easement Area;

(c) not intentionally interfere with any existing license, easement, reservation or right of way upon, above, over, through, under or across the Temporary Easement Area;

(d) not intentionally interfere with any hereafter granted license, easement, reservation or right of way upon, above, over, through, under or across the Temporary Easement Area so long as such license, easement, reservation or right of way does not materially and adversely interfere with Grantee's Permitted Use of the Temporary Easement Area;

(e) exercise diligent good faith efforts to comply at all times and in all respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"). Grantee shall also obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Temporary Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to OUC true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

(f) to the extent Grantee constructs any improvements within the Temporary Easement Area pursuant to the terms of the Realignment Agreement, construct such improvements in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner; and

(g) not act (or fail to act) in a way which permits any lien to be filed in connection with Temporary Easement Area for any labor or materials in connection with work of any character performed or claimed to have been performed on or within the Temporary Easement Area at the direction or sufferance of Grantee or its assigns. If any such lien is filed in connection with the Temporary Easement Area, OUC shall have the right (but not the obligation) to transfer such lien to security as provided in Chapter 713 of the Florida Statutes. Grantee shall pay on demand all of OUC's costs in connection therewith, together with interest thereon at the interest rate set forth in Section 6 hereof accruing from and after the date of such expenditure until OUC's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision of this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof is given by OUC (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, Grantee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), in addition to any other right or remedy available to OUC at law or in equity, OUC shall have the right, but not the obligation, to cure any such breach. Grantee shall reimburse OUC for the cost thereof upon demand, together with interest accruing thereon at the highest rate of interest allowable by law, from and after the date of OUC's expenditure thereof, until OUC's receipt of full payment therefor.

7. **Condition of Temporary Easement Area.** Grantee acknowledges that it (i) has physically inspected the Temporary Easement Area, and (ii) accepts the Temporary Easement Area "AS IS" and "WHERE IS" with full knowledge of the conditions thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Temporary Easement Area, other than as may be set forth herein or in the Realignment Agreement. Subject to the terms of the Realignment Agreement, Grantee's use of the Temporary Easement Area is at its own risk and Grantor shall have no liability or obligation for or with respect to any loss or damage suffered by Grantee's or related to Grantee's improvements within the Temporary Easement Area.

8. **Termination/Expiration of Easement.** Grantee acknowledges that this Easement Agreement, and Grantee's rights in and to the Easement granted herein, shall immediately self-terminate, expire and be deemed null and void upon the earlier occurrence of: (i) the date Grantee accepts the Realigned Roadway Improvements (as defined in the Realignment Agreement) for maintenance; or (ii) three (3) years after execution of this Easement Agreement; provided, however, in no event shall the term of this Easement Agreement exceed a period which is more than thirty-six (36) months from the date of this Easement Agreement.

9. **Modifications.** This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

10. **Notice.** Any notice required to be given shall be sufficient if it is in writing and sent via certified or registered mail, return receipt requested, postage prepaid to OUC at:

OUC: Kenneth P. Ksionek
General Manager and Chief Executive Officer
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801

With copy to: W. Christopher Browder
Vice President and General Counsel
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801

With copy to: Joseph J. JeBailey, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801

Grantee: County Administrator
Orange County, Florida
201 South Rosalind Avenue, Fifth Floor
P.O. Box 1393
Orlando, Florida 32802-1393

With copy to: Manager, Orange Public Works Engineering Division
Orange County, Florida
4200 South John Young Parkway
Orlando, Florida 32839

11. **Indemnification.** To the extent permitted by F.S. 768.28, and without waiving its protections, Grantee shall defend, hold harmless, and indemnify Grantor from all claims, damages, losses, and/or expenses (including any reasonable attorneys' fees and costs) attributable to the Grantee's negligent or intentional acts or omissions, or arising out of or resulting from the negligent performance of Grantee's obligations and operations under this Easement Agreement. Nothing contained herein shall constitute a waiver by any party of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a limit on any insurance coverage limits or amounts as set forth below. This provision is

not intended to and shall not constitute an agreement by any party to assume liability for the acts or omissions of another.

12. **Counterparts.** This Easement Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. **Governing Law.** This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Waiver of Jury Trial; Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. If the Circuit Court does not have jurisdiction, the matter shall be submitted to the United States District Court for the Middle District of Florida (Orlando Division). If neither of such courts shall have jurisdiction, then submittal shall be before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

15. **Binding Obligations.** This Easement Agreement shall be binding upon Grantor and Grantee, and inure to the benefit of their respective successors and assigns.

16. **Construction of Agreement.** This Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be considered in construing this Easement Agreement.

17. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any and all of the foregoing rights, powers or remedies must be in writing.

18. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Temporary Easement Area or the Easement granted hereby.

19. **Severability.** Each paragraph, subparagraph, part, term and/or provision of this Easement Agreement shall be considered severable; and if, for any reason, any paragraph, term and/or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, terms and/or provisions of this Easement Agreement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, terms and/or provisions shall be deemed not to be part of this Easement Agreement.

[Signatures Appear on Following Pages]

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

IN WITNESS WHEREOF the parties hereto have executed this Easement Agreement in duplicate on the dates written below.

Signed, sealed and delivered
in the presence of:

Kimberly J. Catrett

Print: Kimberly J. Catrett

Nanci Schwartz

Print: Nanci Schwartz

ORLANDO UTILITIES COMMISSION, a
statutory commission organized and existing
under the laws of the State of Florida

By: [Signature]
Name: KENNETH P. KSIOWEK
Title: GENERAL MANAGER & CEO

(COMMISSION SEAL)

Attest:

[Signature]
Name: ELIZABETH M. MASON
Title: ASSISTANT SECRETARY
Date: August 29, 2017

Approved by OUC as to
Legal Description:

[Signature]
OUC

Approved by OUC as to Form
Other than Legal Description:

[Signature]
OUC Attorney

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of August, 2017, by Kenneth P. Ksionek as General Manager/CEO of ORLANDO UTILITIES COMMISSION, a statutory commission organized and existing under the laws of the State of Florida, on behalf of the same, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida at Large (Seal)

My Commission Expires: 1-10-21

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Interchange)

Signed, sealed and delivered
in the presence of:

Brenda Herman

Print: Brenda Herman

[Signature]

Print: Genovie Irizarry

CITY OF ORLANDO, a municipal
corporation existing under the laws of the
State of Florida

By: [Signature]
Name: Patty Sheehan
Title: Mayor Pro Tem

(MUNICIPAL SEAL)

Attest:

By: Denise Aldridge
Name: Denise Aldridge
Title: City Clerk
Date: August 30, 2017

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of August, 2017, by Patty Sheehan, as Mayor Pro Tem of the CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida, on behalf of the same, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: [Signature]
Print: Stephanie Herdoux
State of Florida at Large (Seal)
My Commission Expires: 6/5/2021



Stephanie Herdoux
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG111549
Expires 8/5/2021

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)



(COUNTY SEAL)

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

By: Board of County Commissioners

By: *Teresa Jacobs*

Name: Teresa Jacobs

Title: *fu* Orange County Mayor

Date: *Aug 29*, 2017

Attest: Phil Diamond, CPA,
Orange County Comptroller, as Clerk of the
Board of County Commissioners

By: *Katie Smith*

Name: *Katie Smith*

Title: Deputy Clerk

Date: *AUG 29 2017*, 2017

Exhibit "A"
Legal Description of the OUC Right of Way

PARCEL 8A

From the Northeast corner of the Northeast 1/4 of Section 11, Township 24 South, Range 31 East, Orange County, Florida, run S 88°48'58" W 1321.20 feet along the North boundary of said Northeast 1/4 to the Northeast corner of the West 1/2 of said Northeast 1/4; thence run S 00°15'39" W 30.01 feet along the East boundary of said West 1/2 for the POINT OF BEGINNING; thence continue S 00°15'39" W 281.61 feet along said East boundary; thence run West 7415.30 feet; thence run S 73°38'03" W 979.87 feet; thence run S 57°16'06" W 1140.50 feet to a point on the West boundary of the Northwest 1/4 of Section 10, Township 24 South, Range 31 East, said point being S 01°26'06" W 1210.93 feet from the Northwest corner of said Northwest 1/4 of Section 10; thence continue S 57°16'06" W 712.10 feet to a point in the center line of the existing grade of Wewahootee Road; thence run N 21°21'51" E 277.04 feet along said center line to the South boundary of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 24 South, Range 31 East; thence run N 89°49'15" W 179.51 feet along said South boundary; thence run N 57°16'06" E 814.88 feet to a point on the aforesaid West boundary of the Northwest 1/4 of Section 10; thence continue N 57°16'06" E 964.45 feet to the beginning of a curve, concave Southeasterly, having a radius of 2100.00 feet and an intersection angle of 33°04'20"; thence run Northeasterly 1212.16 feet along the arc of said curve to the end of said curve, said point being on a line parallel with and 30.00 feet South of, when measured at right angles to, the North boundary of the aforesaid Northwest 1/4 of Section 10; thence run S 89°39'34" E 698.95 feet along said parallel line; thence run N 89°57'15" E 2677.80 feet parallel with and 30.00 feet South of, when measured at right angles to, the North boundary of the Northeast 1/4 of said Section 10; thence run S 89°34'09" E 2651.76 feet parallel with and 30.00 feet South of, when measured at right angles to, the North boundary of the Northwest 1/4 of the aforesaid Section 11; thence run N 88°48'58" E 1320.87 feet parallel with and 30.00 feet South of, when measured at right angles to, the aforesaid North boundary of the Northeast 1/4 of Section 11 to the point of beginning. The bearings referenced herein are grid bearings based on the Florida State Plane Coordinate System, Zone East.

PARCEL 8B

From the Southeast corner of the Northeast 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, run N 89°49'15" W 1327.86 feet to the Southeast corner of the Southwest 1/4 of said Northeast 1/4; thence run N 01°26'54" E 596.30 feet along the East boundary of said Southwest 1/4 of the Northeast 1/4 for the POINT OF BEGINNING; thence run S 57°16'06" W 1003.19 feet to the North right-of-way line of Moss Park Road as described and recorded in Official Record Book 1332, Page 793, Public Records of Orange County, Florida; thence run N 89°49'15" W 473.53 feet along said North right-of-way line; thence run N 57°16'06" E 1583.49 feet to the aforesaid East boundary of the SW 1/4 of the NE 1/4; thence run S 01°26'54" W 314.28 feet to the point of beginning. The bearings referenced herein are grid bearings based on the Florida State Plane Coordinate System, Zone East.

Exhibit A

PARCEL 8C

From the Northeast corner of the Southeast 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, run N 89°49'15" W 2655.72 feet to the Northwest corner of said Southeast 1/4; thence run S 01°27'41" W 50.02 feet along the West boundary of said Southeast 1/4 for the POINT OF BEGINNING, said point being on the South right-of-way line of Moss Park Road as described and recorded in Official Record Book 1332, Page 793, Public Records of Orange County, Florida; thence run S 89°49'15" E 343.79 feet along said South right-of-way line; thence run S 57°16'06" W 1580.25 feet; thence run S 65°22'20" W 1904.06 feet to a point on the East boundary of the Southeast 1/4 of Section 8, Township 23 South, Range 31 East, said point being N 00°29'45" E 1009.42 feet from the Southeast corner of said SE 1/4; thence continue S 65°22'20" W 2397.83 feet to a point on the North boundary of the Northeast 1/4 of Section 17, Township 24 South, Range 31 East, said point being S 89°43'54" E 467.54 feet from the Northwest corner of said Northeast 1/4; thence continue S 65°22'20" W 3399.32 feet to a point on a non-tangent curve, concave Easterly, and having a radius of 8561.84 feet, said point being on the East right-of-way line of State Road #15 (Narcoossee Road) as described and recorded in Deed Book 338, Page 39, Public Records of Orange County, Florida; thence from a tangent bearing of N 00°43'15" E run Northerly 290.08 feet along the arc of said curve and said East right-of-way line through a central angle of 01°56'28"; thence run N 65°22'20" E 2709.64 feet to a point on the North boundary of the Northwest 1/4 of the aforesaid Section 17; said point being N 89°51'58" W 150.85 feet from the Northeast corner of said NW 1/4; thence continue N 65°22'20" E 3080.83 feet to the aforesaid East boundary of the Southeast 1/4 of Section 8; thence continue N 65°22'20" E 1357.85 feet to the beginning of a curve, concave Northwesterly, having a radius of 5729.38 feet and an intersection angle of 08°06'14"; thence run Northeasterly 310.40 feet along the arc of said curve to the end of said curve; thence run N 57°16'06" E 754.22 feet to the South right-of-way line of Moss Park Road as described and recorded in Official Record Book 1332, Page 793, Public Records of Orange County, Florida; thence run S 89°49'15" E 134.74 feet along said right-of-way line to the point of beginning. The bearings referenced herein are grid bearings based on the Florida State Plane Coordinate System, Zone East.

PARCEL 8D

From the Southwest corner of the Southwest 1/4 of Section 18, Township 24 South, Range 31 East, Orange County, Florida, run S 89°37'58" E 1783.53 feet along the South boundary of said Southwest 1/4 for the POINT OF BEGINNING; thence run N 36°06'09" E 4081.45 feet to the beginning of a curve, concave Southeasterly, having a radius of 2000.00 feet and an intersection angle of 29°16'11"; thence run Northeasterly 1021.71 feet along the arc of said curve to the end of said curve; thence run N 65°22'20" E 358.68 feet to a point on a non-tangent curve, concave Easterly, and having a radius of 8627.85 feet, said point being on the West right-of-way line of State Road #15 (Narcoossee Road) as described and recorded in Deed Book 338, Page 39, Public Records of Orange County, Florida; thence from a tangent bearing of S 02°26'10" W run Southerly 289.54 feet along the arc of said curve and said West right-of-way line through a central angle of 01°55'22"; thence run S 65°22'20" W 178.19 feet; thence run S 50°44'15" W 982.02 feet; thence run S 36°06'09" W 3841.27 feet to a point on the aforesaid South boundary of the Southwest 1/4; thence run N 89°37'58" W 320.31 feet along said South boundary to the point of beginning.

Exhibit A

PARCEL 8E

From the Northwest corner of the Northwest 1/4 of Section 19, Township 24 South, Range 31 East, Orange County, Florida, run S 89°37'58" E 1783.53 feet along the North boundary of said Northwest 1/4 for the POINT OF BEGINNING; thence run S 36°06'09" W 1942.35 feet to the beginning of a curve, concave Northwesterly, having a radius of 1870.00 feet; thence run Southwesterly 856.80 feet along the arc of said curve through a central angle of 26°15'07" to a point on the West boundary of the aforesaid Northwest 1/4, said point being S 00°06'47" W 2135.43 feet from the aforesaid Northwest corner of the Northwest 1/4; thence run S 00°06'47" W 289.19 feet along said West boundary; thence run N 66°42'00" E 555.87 feet; thence run N 36°06'09" E 2712.07 feet to a point on the aforesaid North boundary of the Northwest 1/4; thence run N 89°37'58" W 320.31 feet along said North boundary to the point of beginning.

Exhibit A

Exhibit "B" (page 1 of 2)
Legal Description and Sketch of the Existing Crossing Area

Legal Description

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the south right-of-way line of Moss Park Road as recorded in Official Records Book 1332, Page 793, Public Records of Orange County, Florida with the southerly right-of-way line of the Orlando Utilities Commission Railroad as recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence run S 57°15'58" W, a distance of 474.82 feet for the **POINT OF BEGINNING**; thence continue S 57°15'58" W, a distance of 144.84 feet; thence run N 58°53'44" W, a distance of 33.61 feet to a point of curvature of a curve, concave southwesterly, having a radius of 2035.00 feet and a central angle of 07°28'10"; thence run northwesterly, along the arc of said curve, a distance of 265.30 feet to a point; thence run N 57°15'58" E, a distance of 154.11 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 2165.00 feet and a central angle of 05°12'36"; thence, on a chord bearing of S 61°30'02" E, run 196.87 feet along the arc of said curve to the point of tangency thereof; thence run S 58°53'44" E, a distance of 97.47 feet to the **POINT OF BEGINNING**.

Containing 0.88 acres, more or less.

Exhibit B


Exhibit "C" (page 1 of 2)
Legal Description and Sketch of the Additional Parcel

SCHEDULE "A"
LEGAL DESCRIPTION
Parcel 101 B
Estate: Fee Simple
Purpose: Road Right of Way

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida,
being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, thence run S01°27'23"W along the East line of the Southwest 1/4 of said Section 9 for a distance of 50.04 feet to a point lying on the South right of way line of Moss Park Road, as described in Official Record Book 1332, page 793 of the Public Records of Orange County, Florida; thence departing said East line, run N89°49'31"W along said South right of way line of Moss Park Road for a distance of 134.74 feet; thence run S57°15'58"W along the Northerly right of way line of an Orlando Utilities Commission Railroad right of way, as described in Official Record Book 3491, page 539 of the Public Records of Orange County, Florida, for a distance of 52.74 feet to the Point of Beginning; also being a point lying on a non-tangent curve concave Northeasterly, having a radius of 1,081.00 feet, a chord bearing of S40°01'36"E, a chord distance of 262.09 feet, and a central angle of 13°55'32"; thence run Southeasterly along the arc of said curve for a distance of 262.73 feet to a point lying on the Southerly right of way line of said railroad right of way; thence run S57°15'58"W along said Southerly right of way line for a distance of 53.66 feet to a point lying on the Northeasterly right of way line of Moss Park Road, as described in Official Record Book 6175, page 8643 of the Public Records of Orange County, Florida; thence run Northwesterly along said right of way line N58°53'44"W for a distance of 97.56 feet to a point of curvature of a non-tangent curve concave Southwesterly, having a radius of 2,165.00 feet, a chord bearing of N60°44'13"W, a chord distance of 139.15 feet, and a central angle of 03°40'59"; thence run Northwesterly along the arc of said curve for a distance of 139.17 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 1,211.00 feet, a chord bearing of N34°12'03"W, a chord distance of 49.56 feet, and a central angle of 02°20'42"; thence departing said right of way line, run Northwesterly along the arc of said curve for a distance of 49.56 feet to a point lying on the Northerly right of way line of said Orlando Utilities Commission railroad right of way; thence run N57°15'58"E along said Orlando Utilities Commission railroad right of way line for a distance of 130.00 feet to the Point of Beginning.

Containing 24,717.33 square feet or 0.57 acres, more or less.

PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION	
DRAWN BY: Washington	DATE: 2/14/17	SECTION: 9	 DRAWING SCALE: NTS
CHECKED BY: Muscatello	JOB No: 7946	TOWNSHIP: 24	
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31	
REVISION DATE:	7946 OUC RR Crossing	SHEET 1 OF 2	

4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32838-9205
(407) 836-7940

Exhibit C

Exhibit "D" (page 1 of 2)

Legal Description and Sketch of the Temporary Easement Area

SCHEDULE "A"

LEGAL DESCRIPTION

Parcel 701 G

Estate: Temporary Easement

Purpose: Temporary Construction

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, thence run S01°27'23"W along the East line of the Southwest 1/4 of said Section 9 for a distance of 50.04 feet to a point lying on the Southerly right of way of Moss Park Road as described in Official Record Book 1332, page 793 of the Public Records of Orange County, Florida; thence departing said East line of said Section 9, run N89°49'31"W along the Southerly line of the described Moss Park Road right of way for a distance of 134.74 feet; thence run S57°15'58"W along the Northerly right of way line of the Orlando Utilities Commission railroad right of way as described in Official Record Book 3491, page 539 of the Public Records of Orange County, Florida, for a distance of 37.74 feet to the Point of Beginning; said point lying on a non-tangent curve concave Northeasterly, having a radius of 1,066.00 feet, a chord bearing of S40°07'53"E, a chord distance of 262.15 feet, and a central angle of 14°07'33"; thence run along the arc of said curve for a distance of 262.82 feet to a point lying on the Southerly right of way line of the aforementioned railroad right of way; thence run S57°15'58"W along said Southerly railroad right of way line for a distance of 230.70 feet; thence departing said Southerly railroad right of way line, run N58°53'44"W for a distance of 26.24 feet to a point of tangency of a curve concave Southwesterly, having a radius of 2,020.00 feet, a chord bearing of N62°46'18"W, a chord distance of 273.09 feet, and a central angle of 07°45'07"; thence run Northwesterly along the arc of said curve for a distance of 273.30 feet to a point lying on said Northerly railroad right of way line; thence run N57°15'58"E along said Northerly railroad right of way line for a distance of 345.22 feet to the Point of Beginning.

Containing 72,363.10 square feet or 1.66 acres, more or less.


PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 2/14/17	SECTION: 9	SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-9205 (407) 838-7845 	DRAWING SCALE: NTS
CHECKED BY: Muscatello	JOB No: 7946	TOWNSHIP: 24		PROJECT NUMBER
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		7946
REVISION DATE: 7/13/17	7946 OUC RR Crossing	SHEET 1 OF 2		

Exhibit D

AUG 29 2017

PREPARED BY
Joseph J. JeBailey, Esq.
Greenberg Traurig, LLP
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801

AFTER RECORDING RETURN TO
Orange County Real Estate Management Division
400 East South Street, 5th floor
Orlando, FL 32801

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Interchange)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 29th day of August, 2017, by **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida ("OUC"), whose address is 100 West Anderson Street, Orlando, Florida 32801, and the **CITY OF ORLANDO**, a municipal corporation existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter collectively called the "Grantor"), to **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.]

WITNESSETH:

THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situated in Orange County, Florida (the "Property"), as more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
BY THIS REFERENCE.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple, subject to all existing matters of record and the following conditions, reservations and restrictions.

City Council Meeting: 8/28/17
Item: K-4 Documentary: 170828K04

IT IS the express intention of Grantor, by delivery of this Special Warranty Deed, to convey to Grantee, the Property for use as a dedicated public right-of-way. In accepting this Deed, Grantee hereby agrees that if and when: (i) the realignment of Moss Park Road is not substantially completed on or before the date that is three (3) years after August 29, 2017, as such realignment is contemplated by that certain Agreement Regarding Further Realignment of Moss Park Road (Innovation Way South Interchange) made by and between Grantor and Grantee, dated August 29, 2017; or (ii) the Property is no longer used by the public for vehicular traffic, as a dedicated public right-of-way, then title to the Property shall immediately and automatically revert to Grantor, its successors and assigns, and Grantor shall have the right to immediately repossess the Property. Furthermore, in such event, Grantee hereby agrees to execute any further instrument or document as may be reasonably necessary in order to evidence, effectuate or complete the revision of title to Grantor.

RESERVING, HOWEVER, unto Grantor, a perpetual, non-exclusive access and use easement for: (i) the inspection, maintenance, repair, replacement, expansion, operation and use of the rail lines and related railroad crossing facilities, components and equipment located on the Property; (ii) the installation, inspection, maintenance, repair, replacement, expansion, operation and use of any additional rail lines and related railroad crossing facilities, components and equipment that Grantor, in its sole discretion, may in the future require to be located on the Property; (iii) the inspection, maintenance, repair, replacement, expansion, operation and use of the existing service road that runs parallel to the rail line and provides Grantor with access to the rail lines and associated improvements; and (iv) the installation, inspection, maintenance, repair, replacement, expansion, operation and use of current and future above-ground, grade-level and underground electrical transmission lines, electrical distribution lines, potable water or waste water distribution and/or transmission lines, and any other type of utility lines and related improvements on, under or about the Property, as Grantor, in its sole discretion, may deem necessary to locate on the Property. The easement shall at all times remain open and accessible to Grantor, its employees, invitees, licensees, agents, contractors and subcontractors for vehicular or pedestrian access and use. If Grantee should install any fences, walls or other enclosures on the Property, such shall be installed so as to allow ready access to the OUC service road and provide an opening of at least twenty-five (25) feet.

SUBJECT, HOWEVER, to the following restrictive covenant. In accepting this Deed from Grantor, Grantee hereby agrees that the Property shall be subject to the following restrictive covenant. For so long as the Property is used by the public for vehicular traffic, as a dedicated public right-of-way, no new property interest shall be granted over, under, on or through the Property, which property interests include, but are not limited to, permits, licenses, or easements of any kind or for any purpose. The foregoing notwithstanding, there shall be no prohibition against the grant of any easement, license or permit related to certain non-OUC owned lighting facilities that Grantee may relocate through, on or over, or cause to be relocated within, the Property.

TO HAVE AND TO HOLD the Property unto Grantee in fee simple, forever.

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Interchange)

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; and that Grantor has good right and lawful authority to sell and convey the Property.

AND, Grantor hereby covenants with Grantee that Grantor warrant and will defend the Property against the lawful claims of all persons claiming by, through or under Grantor alone, but against none other.

[Signatures Appear on the Following Pages]

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Interchange)

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name thereunto duly authorized, the day and year first above written.

WITNESSES:

Brenda Herman

Print Name: Brenda Herman

Jenovie Irizarry

Print Name: Jenovie Irizarry

CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida

By: Patty Sheehan

Name: Patty Sheehan

Title: Mayor Pro Tem
(MUNICIPAL SEAL)

Jenovie Irizarry

Print Name: Jenovie Irizarry

Brenda Herman

Print Name: Brenda Herman

Attest:

By: Denise Aldridge

Name: Denise Aldridge

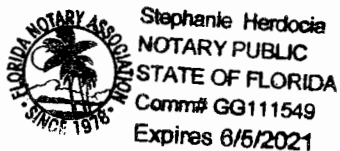
Title: City of Orlando City Clerk

Date: August 30, 2017

STATE OF FLORIDA)
)
COUNTY OF ORANGE) ss:

The foregoing instrument was acknowledged before me this 30 day of August, 2017 by Patty Sheehan, the Mayor Pro Tem of the CITY OF ORLANDO. He/She is personally known to me or has produced as identification.

Notary Stamp:



SMH
NOTARY PUBLIC

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Intersection)

Approved as to form and legality.
OUC Legal Department.

Date: August 29, 2017

By: [Signature]

Zola P. Easterling

Print Name: Zola P. Easterling

Kimberly J. Catrett

Print Name: Kimberly J. Catrett

Nanci Schwartz

Print Name: Nanci Schwartz

Maria A. Notaricola

Print Name: Maria A. Notaricola

(COMMISSION SEAL)

STATE OF FLORIDA)

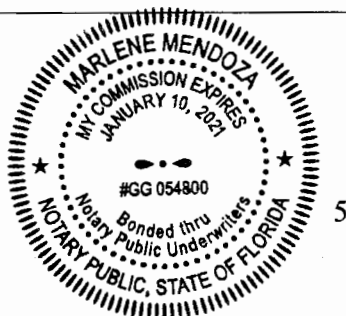
)

SS:

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 29th day of August, 2017,
by Kenneth P. Ksionek, the General Manager & CEO of the
ORLANDO UTILITIES COMMISSION. He/She ☒ is personally known to me or has
produced _____ as identification.

Notary Stamp:



Special Warranty Deed
ORL 299476968v2

ORLANDO UTILITIES COMMISSION, a
statutory commission organized and existing
under the laws of the State of Florida

By: [Signature]

Name: KENNETH P. KSIONEK

Title: GENERAL MANAGER & CEO

Attest: [Signature]

By: Elizabeth M. Mason

Name: ELIZABETH M. MASON

Title: ASSISTANT SECRETARY

Date: August 29, 2017

[Signature]
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

SCHEDULE "A"
LEGAL DESCRIPTION

Parcel 101 B

Estate: Fee Simple

Purpose: Road Right of Way

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida,
being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of Section 9, Township 24 South, Range 31 East, Orange County, Florida, thence run S01°27'23"W along the East line of the Southwest 1/4 of said Section 9 for a distance of 50.04 feet to a point lying on the South right of way line of Moss Park Road, as described in Official Record Book 1332, page 793 of the Public Records of Orange County, Florida; thence departing said East line, run N89°49'31"W along said South right of way line of Moss Park Road for a distance of 134.74 feet; thence run S57°15'58"W along the Northerly right of way line of an Orlando Utilities Commission Railroad right of way, as described in Official Record Book 3491, page 539 of the Public Records of Orange County, Florida, for a distance of 52.74 feet to the Point of Beginning; also being a point lying on a non-tangent curve concave Northeasterly, having a radius of 1,081.00 feet, a chord bearing of S40°01'36"E, a chord distance of 262.09 feet, and a central angle of 13°55'32"; thence run Southeasterly along the arc of said curve for a distance of 262.73 feet to a point lying on the Southerly right of way line of said railroad right of way; thence run S57°15'58"W along said Southerly right of way line for a distance of 53.66 feet to a point lying on the Northeasterly right of way line of Moss Park Road, as described in Official Record Book 6175, page 8643 of the Public Records of Orange County, Florida; thence run Northwesterly along said right of way line N58°53'44"W for a distance of 97.56 feet to a point of curvature of a non-tangent curve concave Southwesterly, having a radius of 2,165.00 feet, a chord bearing of N60°44'13"W, a chord distance of 139.15 feet, and a central angle of 03°40'59"; thence run Northwesterly along the arc of said curve for a distance of 139.17 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 1,211.00 feet, a chord bearing of N34°12'03"W, a chord distance of 49.56 feet, and a central angle of 02°20'42"; thence departing said right of way line, run Northwesterly along the arc of said curve for a distance of 49.56 feet to a point lying on the Northerly right of way line of said Orlando Utilities Commission railroad right of way; thence run N57°15'58"E along said Orlando Utilities Commission railroad right of way line for a distance of 130.00 feet to the Point of Beginning.

Containing 24,717.33 square feet or 0.57 acres, more or less.

PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION	
DRAWN BY: Washington	DATE: 2/14/97	SECTION: 9	DRAWING SCALE: NTS
CHECKED BY: Muscatello	JOB NO: 7E46	TOWNSHIP: 24	PROJECT NUMBER: 7946
APPROVED BY: Muscatello	DRAWING FILE	RANGE: 31	
REVISION DATE:	7946 OLD RR Crossing	SHEET: 1 OF 2	

Exhibit A

Project: Agreement Regarding Further Realignment of Moss Park Road
(Innovation Way South Interchange)

SCHEDULE "A"

SKETCH OF DESCRIPTION

Parcel 101 B

Estate: Fee Simple Purpose: Road Right of Way

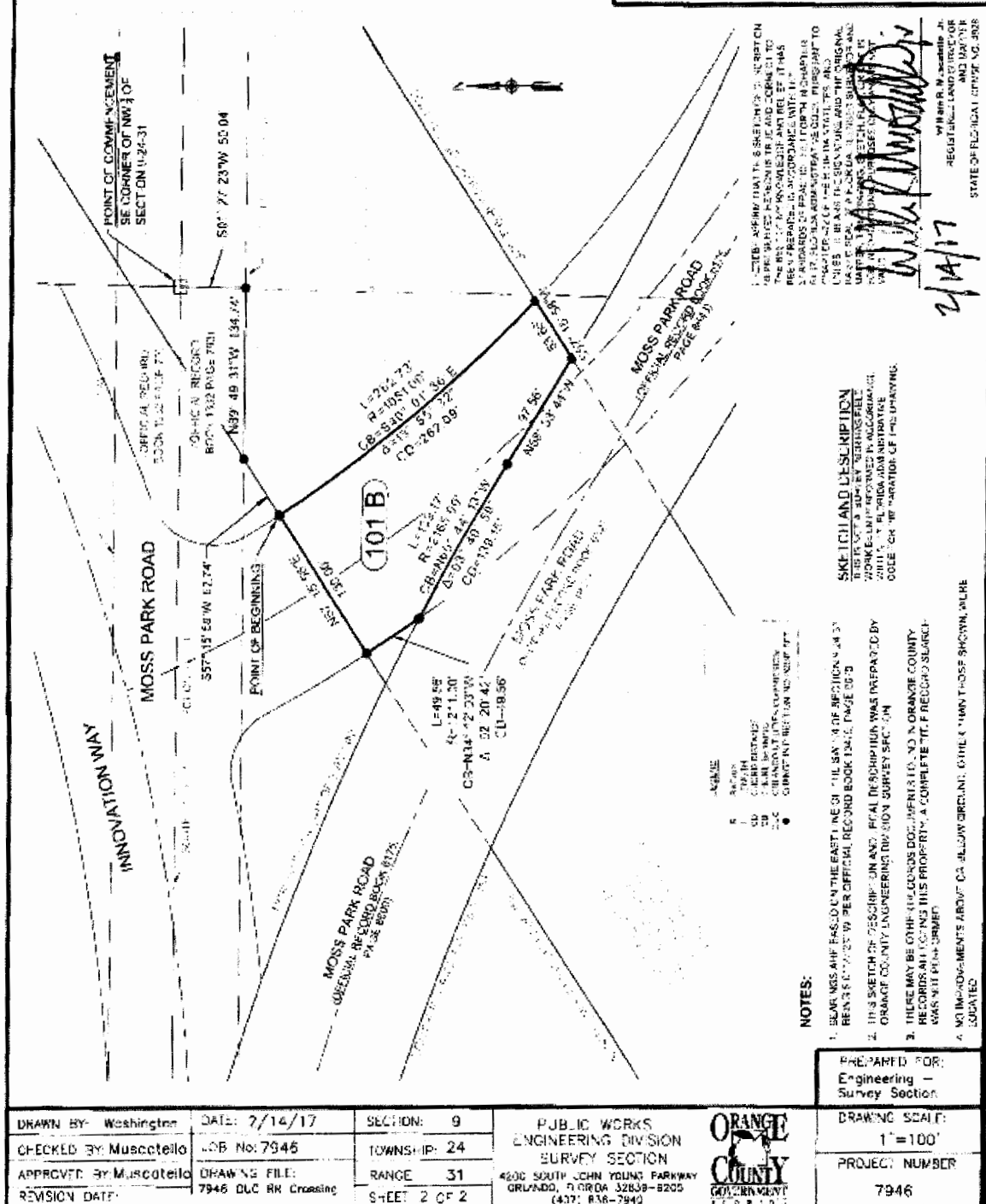


Exhibit B

Special Warranty Deed
ORL 299476968v2