

REAL ESTATE MANAGEMENT ITEM 2

DATE:	September 16, 2021
TO:	Mayor Jerry L. Demings

-AND-County Commissioners

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

- PERSON: Mindy T. Cummings, Manager
- DIVISION: Real Estate Management Phone: (407) 836-7090

ACTION

CONTACT

- **REQUESTED:** Approval and execution of Resolution of the Orange County Board of County Commissioners regarding authorization to exchange certain county property for receipt of other real property in accordance with Section 125.37, Florida Statutes, Land Exchange Agreement (Hamlin Water Reclamation Facility) by and between City of Orlando and Orange County, Florida, County Deed from Orange County, Florida to City of Orlando, approval of City Deed from City of Orlando to Orange County, and authorization to disburse funds to pay recording fees and perform all actions necessary and incidental to closing
- **PROJECT:** Hamlin Water Reclamation Facility Land Swap

District 1

- **PURPOSE:** To exchange lands access, construction, operation and maintenance of the Hamlin water reclamation facility
- ITEMS: Resolution of the Orange County Board of County Commissioners Regarding Authorization to Exchange Certain County Property for Receipt of Other Real Property in Accordance with Section 125.37, Florida Statutes

Land Exchange Agreement (Hamlin Water Reclamation Facility)

Real Estate Management Division Agenda Item 2 September 16, 2021 Page 2

	County Deed Revenue: Exchange Size: 16,041 square feet, more or less
	City Deed Cost: Exchange Total size: 16,041 square feet, more or less
BUDGET:	Account No.: 4420-038-1507-0016-6110
FUNDS:	\$88.00 Payable to Orange County Comptroller (recording fees)
APPROVALS:	Real Estate Management Division County Attorney's Office Utilities Department Risk Management Division

REMARKS: As part of the Water Conserv II partnership, County and City of Orlando (City) each own a 50% interest in a parcel of land in Orange County, Florida (Shared Property) lying generally southeast of Avalon Road/C.R. 545, just north of Hamlin Groves Trail. County needs two small portions, totaling 16,041 square feet (Portions) of the shared property for the construction of an East-West corridor and clarifiers for the Hamlin Water Reclamation Facility.

Pursuant to the proposed Land Exchange Agreement (Hamlin Water Reclamation Facility) (Agreement) City will convey to the County its 50% interest in its Portions of the Shared Property, by executing this City Deed.

In exchange, County will convey to City a 50% interest in a 16,041 square feet portion (County Portion) from a parcel of land, that abuts the Shared Parcel on the west, in Orange County, that County solely owns, by executing this County Deed, in accordance with this Agreement.

County to pay for all cost and expenses contemplated by the Agreement, including publication and recording fees.

The exchange of the Portion Site for County Site is an exchange of real property pursuant to Section 125.37, Florida Statutes (2020) (Exchange Statute). The Real Estate Management Division has caused to be published the notice required by the Exchange Statute, and the Resolution presented as part of this action is required by the Exchange Statute to authorize the exchange of real property in accordance with the Agreement.

X Under BCC Approval	Under Ordina	ance Approval
Date: July 1, 2021	Total Amount: \$88.00	
Project: :Hamlin Water Reclamation Facility – Land Swap	Parcels:	
Charge to Account # 4420-038-1507-0016-6110		ally signed by Mark ikeler : 2021.08.25 15:33:50 -04'00'
	Controlling Agency Approval S Mark Ikeler, P.E., Chief Enginee	-
	Printed Name:	8/25/21
	Fiscal Approval Signature	Date
TYPE TRANSACTION (Check appropriate block{s}) Pre-Condemnation Post-Condemnation	_XN/A Dis	strict # _1
Acquisition at Approved Appraisal Acquisition at Below Approved Appraisal Acquisition at Above Approved Appraisal X Advance Payment Requested	\$88.00 Orange County (recording fees	
DOCUMENTATION ATTACHED (Check appropriate block{s}) Contract/ Agreement <u>Copy</u> of Executed Instruments Certificate of Value Settlement Analysis		
Payable to: \$88.00 Orange County Comptroller IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL EST	ATE MANAGEMENT DIVISI	DN (DO NOT MAIL)
Recommended by Kim Heim Digitally signed by Kim Date: 2021.07.01 13:07		
Recommended by Min Heim Date: 2021.07.01 13:07 Kim Heim, Senior Title Examiner, Real Esta Mindy T. Cummings Digitally sign Digitally sign Date: 2021.07.01 13:07	ate Management Division	Date
or Payment Approved Mindy T. Cummings, Manager, Real Estate William Blackham Digitally signed Date: 2021.07.0	Management Division by William Blackham 1 15:24:43 -04'00'	Date
William J. Blackham, Asst. Mgr. Real Estate	e Management Div.	Date
Certified		SEP 2 8 2021 Date
Examined/Approved		Check No. / Date
REMARKS:		
Anticipated Closing Date: As soon as checks are available.	TY ORANGE	PPROVED E COUNTY BOARD I DOMMISSIONERS
Request For Funds 1-15-19 P. Sladek & R. Corriveau	SE	P 2 8 2021

REQUEST FOR FUNDS FOR LAND ACQUISITION

Land Exchange Agreement (Hamlin Water Reclamation Facility)

This Land Exchange Agreement (the "Agreement") is made and entered into as of the latest date of execution (the "Effective Date") by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (the "County") and City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City") (City and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties").

Recitals

A. The County owns certain land situated in Orange County, Florida, bearing Orange County Property Appraiser's Parcel Identification Number 16-23-27-0000-00-030, and more particularly described in **Exhibit "A"** attached to this Agreement (the "**County Property**").

B. The City and County each own an undivided fifty percent (50%) interest in that certain land situated in Orange County, Florida, bearing Orange County Property Appraiser's Parcel Identification Number 09-23-27-0000-00-006, and more particularly described in <u>Exhibit "B"</u> attached to this Agreement (the "Shared Property").

C. Orange County Utilities is constructing an East-West corridor and clarifiers for the Hamlin Water Reclamation Facility (the "**HWRF**") on the County Property, but the County Property is too narrow at the southern edge to support the HWRF.

D. The portion of the Shared Property more particularly described in <u>Exhibit "C"</u> attached to this Agreement (the "Additional HWRF Property") will provide the space necessary to support the HWRF.

E. The County has requested, and the City has agreed to relinquish, the City's fifty percent (50%) interest in the Additional HWRF Property (the "Additional HWRF Property Interest") in exchange for a fifty percent (50%) interest in the portion of the County Property more particularly described in <u>Exhibit "D"</u> attached to this Agreement (the "Replacement Property").

F. The County, pursuant to its home rule power and Section 125.37, Florida Statutes, has the authority to exchange real property interests owned by the County for real property interests owned by others.

G. Section 125.37, Florida Statutes, provides, in part:

Whenever, in the opinion of the board of county commissioners, the county holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the county exchanged for other real property, which the county may desire to acquire for county purposes, the said board of county commissioners of any county is authorized and empowered to make such an exchange...

H. The Orange County Board of County Commissioners (the "Board") has determined that a one hundred percent (100%) interest in the Replacement Property is no longer needed for County purposes.

 The Board has determined that it is in the best interest of the County to exchange a fifty percent (50%) interest in the Replacement Property (the "Replacement Property Interest") for the Additional HWRF Property Interest.

J. The Parties desire to set forth in this Agreement the terms and conditions agreed upon to accomplish the exchange of the Replacement Property Interest for the Additional HWRF Property Interest.

K. The Parties agree that the exchange of the Replacement Property Interest for the Additional
 HWRF Property Interest is in the public interest.

L. The Parties desire to exchange properties in accordance with Section 125.37, Florida Statutes, and on those terms and conditions more particularly set forth in this Agreement, and the County will comply with all requirements of Section 125.37, Florida Statutes, to effectuate the exchange.

In consideration of the mutual benefits derived from this Agreement, the public interest, and the promises stated in this Agreement, the Parties agree as follows:

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Agreement

 <u>Recitals</u>. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

2. **Exhibits.** The exhibits attached to this Agreement are an inherent part of it.

3. Closing.

a. The closing on the exchange of the Replacement Property Interest for the Additional HWRF Property Interest (the "Closing") shall occur on or before (-) days after the Effective Date (the "Closing Date"). Unless otherwise agreed in writing by the Parties, the Closing shall be a "mail away" closing and all documents and funds necessary for Closing shall be delivered by the Parties to the County's Real Estate Management Divisions (the "Closing Agent"). The City shall surrender full possession of the Additional HWRF Property to the County at Closing, free of any possessory rights of any tenants or other parties. The County shall surrender fifty percent (50%) possession of the Replacement Property to the City at Closing, free of any possessory rights of any tenants or other parties.

4. Closing Documents. At Closing:

a. The County shall execute and deliver to the City a county deed, in the form of <u>Exhibit "E"</u> attached to this Agreement, conveying to the City the Replacement Interest (the "County Deed").

b. The City shall execute and deliver to the County a city deed, in the form of <u>Exhibit</u>
 <u>"F"</u> attached to this Agreement, conveying to the County all of the City's right, title, and interest in and to the Additional HWRF Property Interest (the "City Deed").

<u>Closing Costs</u>. The County will pay for the costs of recording the County Deed. The City will pay for the costs of recording the City Deed.

Application of Section 125.37, Florida Statutes.

a. The exchange of the Replacement Property Interest for the Additional HWRF Property Interest shall be deemed to be an exchange of real property interests pursuant to Section 125.37, Florida Statutes.

b. Prior to the Effective Date, the County has prepared and caused to be published those notices required by Section 125.37, Florida Statutes, to accomplish the exchange of the Replacement Property Interest for the Additional HWRF Property Interest.

c. Prior to the Effective Date (or on even date herewith), County has adopted that resolution required by Section 125.37, Florida Statutes, to authorize the exchange of the Replacement Property Interest for the Additional HWRF Property Interest as contemplated in this Agreement.

7. <u>Responsibility for Professional Fees and Costs</u>. Each Party shall be responsible for its own attorney and legal fees, engineering fees, accounting fees, and all other costs in connection with this Agreement and the Closing of the transaction contemplated by this Agreement.

8. **Commissions**. Each Party warrants to the other Party that the transaction contemplated by this Agreement is a direct transaction between the Parties without the use of a broker or commissioned agent.

9. <u>Notice</u>. 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) designated in this Section, 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 with this Section.

As to the County:

Orange County Administrator Orange County Administration Building P.O. Box 1393 201 S. Rosalind Avenue, 5th Floor Orlando, Florida 32802-1393

with a copy to: Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825-7600 Attn: Director

with a copy to:	Orange County Real Estate Management Division
	400 E. South Street, 5 th Floor
	Orlando, Florida 32801-2816
	Attn: Manager

As to the City: City of Orlando 400 South Orange Avenue Orlando, Florida 32801-3360 Attn: Director of Public Works

with a copy to:

The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under this Agreement; the City of Orlando Real Estate Manager is hereby authorized, on behalf of the City, to furnish any notice required or allowed under this Agreement.

 Applicable Law. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

11. <u>Time is of the Essence</u>. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

12. <u>Further Documentation</u>. The Parties agree that at any time following a request 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 under this Agreement and the consummation of the transaction contemplated by this Agreement.

13. Limitation of Remedies. The Parties 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. Upon any failure by a Party to perform its obligations under this Agreement, the other Party shall be limited strictly to only the following remedies:

a. action for specific performance or injunction; or

b. action for declaratory judgment regarding the rights and obligations of the Parties; or

c. the right to terminate this Agreement: or

d. any combination of the foregoing,

The Parties expressly waiver their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other Party. The Parties expressly agree that each Party shall bear the cost of its own attorney and legal fees, and all other costs, for any action (including all appeals) 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. The Parties expressly waive their respective rights to trial by jury.

14. <u>Sovereign Immunity</u>. Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the City or County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

15. <u>Amendment</u>. This Agreement may be amended only by express written instrument approved by the City Council and the Board of County Commissioners, and executed by the authorized officer of each party.

16. <u>Non-Assignability</u>. This Agreement may not be assigned, delegated, or otherwise transferred without the express written consent of both Parties.

17. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party to this Agreement.

18. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter hereof.

19. <u>Calculation of Time Periods</u>. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday. Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall

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be deemed to end at 5:00 p.m. local time in Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

20. **No Waiver**. Neither the failure of either Party to exercise any power or right provided in this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, nor any custom, use, or practice at variance with the terms of this Agreement, shall constitute a waiver of either Party's right to demand exact compliance with the terms and provisions of this Agreement.

21. <u>No Recording</u>. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded in the public records of any county.

22. <u>Survival; Effect of Termination</u>. Neither this Agreement, nor any of the provisions of this Agreement, shall survive Closing, except as specifically provided in this Agreement. Upon any termination of this Agreement, the Parties shall thereafter be relieved of all rights and obligations under this Agreement, except for those rights and obligations which expressly survive the termination of this Agreement.

<u>Effective Date</u>. This Agreement is effective as of the date of the last signature (the "Effective Date").

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: erry L. Demings

Orange County Mayor

Date: 29 Sphale . 2021

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

By: for Deputy Clerk SEP 2 9 2021 Date: , 2021

CITY OF	ORLANDO, FLORIDA
By: City C	ouncil
	1 section
By	ddy Dyer, Mayo
Du	udy Dyer, Mayo
Date:	B.24 ,2021

ATTEST: By: Stephanie Herdocia, City Clerk

City Council Meeting: 8-23-21 Item: B-16 Documentary: 210823B16

Exhibit "A"

County Property

[Attached - | Pages]

EXHIBIT "A"

BEGIN AT THE EAST 1/4 CORNER OF SECTION 17 TOWNSHIP 23 RANGE 27, THENCE SOUTH 8954'25" WEST 608.36 FEET ALONG THE SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION. THENCE NORTH 0122'39" WEST 2 FEET, THENCE NORTH 5322'20" WEST 128.84 FEET, THENCE NORTH 3008'00" EAST 279.47 FEET, THENCE NORTH 21"19'30" WEST 309.4 FEET, THENCE NORTH 3625'02" EAST 769.52 FEET, THENCE LEAVING THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 429 RUN NORTH 8955'37" EAST 144.68 FEET, THENCE SOUTH 0007'39" EAST 138,24 FEET, THENCE NORTH 8937'55" EAST 193,55 FEET TO A POINT ON A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 250 FEET, A CHORD BERAING SOUTH 7502'24" EAST. A CENTRAL ANGLE OF 3039'22" & AN ARC DISTANCE OF 133.76 FEET, THENCE SOUTH 31'08'05" WEST 539.79 FEET. THENCE SOUTH 5216'01" EAST 345.74 FEET. THENCE SOUTH 2746'57" EAST 264.61 FEET TO A POINT ON A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 150 FEET. A CHORD BEARING SOUTH 73'43'26" EAST, A CENTRAL ANGLE OF 91'52'57" & AN ARC DISTANCE OF 240.55 FEET, THENCE NORTH 6020'06" EAST 62.77 FEET TO A POINT ON A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 190 FEET, A CHORD BEARING NORTH 2021/02" EAST, A CENTRAL ANGLE 7958'08" & AN ARC DISTANCE OF 265.19 FEET, THENCE NORTH 1938'02" WEST 108.01 FEET, THENCE NORTH 31°10'39" WEST 230.41 FEET, THENCE NORTH 1218'31" WEST 260.99 FEET, THENCE NORTH 2210'44" WEST 50.23 FEET, THENCE NORTH 5654'08" EAST 257.11 FEET, THENCE NORTH 10'44'06" EAST 64 FEET, THENCE NORTH 61'10'08" EAST 259.05 FEET, THENCE NORTH 8934'33" EAST 475.9 FEET, THENCE SOUTH 2528'04" EAST 228.4 FEET, THENCE SOUTH 0627'10" WEST 141.88 FEET, THENCE SOUTH 0448'07" EAST 362.1 FEET TO A POINT ON A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 165 FEET, A CHORD BEARING SOUTH 4735'42" EAST, A CENTRAL ANGLE OF 8535'11" & AN ARC DISTANCE OF 246.47 FEET, THENCE NORTH 8936'42" EAST 282.77 FEET, THENCE SOUTH 0027'43" EAST 409.46 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SECTION 16-23-27. THENCE ALONG SAID SOUTH LINE, RUN SOUTH 8936'42" WEST 1967.31 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Shared Property

[Attached - 2 Pages]

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EXHIBIT "B"

Property Description THAT PART OF SECTIONS 09-23-27 & N1/2 OF SEC 16-23-27 & NE1/4 OF SEC 17-23-27 LYING W OF TINY RD & ELY OF SR 429 & ALL OF SW1/4 OF SEC 16-23-27 & THAT PART OF NE1/4 OF SE1/4 OF SEC 17-23-27 LYING SFLY OF SR 429 & W1/4 OF NW1/4 OF SE1/4 OF SEC 16-23-27 & IN SEC 21-23-27: NE1/4 OF NW1/4 OF NW1/4 (LESS S1/2 OF SE1/4) & E3/4 OF NW1/4 OF NW1/4 OF NW1/4 & NE1/4 OF NW1/4 (LESS \$5/8 OF W5/8 & LESS \$3/4 OF E3/8) & (LESS BEG AT E1/4 COR OF SEC 17-23-27 TH S89-54-25W 608.36 FT ALONG S LINE OF NE1/4 OF SAID SEC TO ELY R/W OF SR 429 TH N01-22-39W 2 FT TH 53-22-20W 128.84 FT TH N30-08-00E 279.47 FT TH N21-19-30W 309.4 FT TH N36-25-02E 769.52 FT TH LEAVING FLY R/W LINE RUN N89-55-37-E 144.68 FT TH S00-07-39E 138.24 FT TH N89-37-55E 193.55 FT TO PT ON A CURV CONCV SW HAVING A RAD OF 250 FT A CHORD BERAING \$75-02-24E A CENTRAL ANGLE OF 30-39-22 & AN ARC DIST OF 133.76 FT TH S31-08-05W 539.79 FT TH S52-16-01E 345.74 FT TH S27-46-57E 264.61 FT TO PT ON A CURV CONCV NE HAVING A RAD OF 150 FT A CHORD BEARING \$73-43-26E A CENTRAL ANGLE OF 91-52-57 & AN ARC DIST OF 240.55 FT TH N60-20-06E 62.77 FT TO PT ON A CURV CONCV NW HAVING A RAD OF 190 FT A CHORD BEARING N20-21-02E A CENTRAL ANGLE 79-58-08 & AN ARC DIST OF 265.19 FT TH N19-38-02W 108.01 FT TH N31-10-39W 230.41 FT TH N12-18-31W 260.99 FT TH N22-10-44W 50.23 FT TH N56-54-08E 257.11 FT TH N10-44-06E 64 FT TH N61-10-08E 259.05 FT TH N89-34-33E 475.9 FT TH S25-28-04E 228.4 FT TH S06-27-10W 141.88 FT TH S04-48-07E 362.1 FT TO PT ON A CURV CONCV NE HAVING A RAD OF 165 FT A CHORD BEARING \$47-35-42E A CENTRAL ANGLE OF 85-35-11 & AN ARC DIST OF 246.47 FT TH N89-36-42E 282.77 FT TH S00-27-43E 409.46 FT TO S LINE OF N1/2 OF SEC 16-23-27 TH ALONG SAID S LINE RUN S89-36-42W 1967.31 FT TO POB PER 10481/1519) SEE DB 844/262 & (LESS PT DESC AS COMMENCE AT THE NE CORNER OF THE SE1/4 OF SEC 17-23-27 TH S89-54-25W 1260.25 FT TH S0-5-35E 154.11 FT TO POB TH S31-7-42E 430.42 FT TO POINT ON A NON-TANGENT CURVE CONCAVE FLY HAVING A RADIUS OF 898.5 FT CHORD BRG OF \$12-20-55W 384.31 FT TH SLY ALONG ARC OF CURVE THROUGH CENTRAL ANGLE OF 24-41-50 FOR AN ARC DISTANCE OF 387.3 FT TO A POINT OF TANGENCY TH SOUTH 120.81 FT TH N64-30-2W 462.96 FT TH N57-26-21W 165.3 FT TO POINT ON A NON-TANGENT CURVE CONCAVE SELY HAVING A RADIUS OF 3669.72 FT CHORD 8RG OF N33-20-7E 49.64 FT TH NELY ALONG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 0-46-30 FOR AN ARC DISTANCE OF 49.64 FT TO A POINT TH S57-25-30E 160.09 FT TH S64-29-07E 354.79 FT TH N36-25-7E 86.24 FT TH N25-41-56W 205.26 FT TH N53-35-1W 189.32 FT TH N13-53-8W 183.81 FT TH N36-24-59E 284.27 FT TO POB 20190036323 & 20190036324) & (LESS PT DESC AS COMMENCE AT THE SE CORNER OF THE NE1/4 OF SEC 17-23-27 TH S89-54-25W 608.36 FT TH S1-22-42E 215.06 FT TO POB AND POINT ON A NON-TANGENT CURVE CONCAVE SELV HAVING A RADIUS OF 783.5 FT A CHORD BRG OF N75-14-21E 389.37 FT TH NELY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28-46-31 FOR AN ARC DISTANCE OF 393.49 FTTH N89-36-42E 2202.26 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE NWLY HAVING A RADIUS OF 1203.5 FT WITH A CHORD BRG OF N68-42-37E 858.73 FT TH NELY THORUGH A CENTRAL ANGLE OF 41-48-11 AN ARC DISTANCE OF 878.07 FT TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SELY HAVING A RADIUS OF 1088.5 FT WITH A CHORD BRG OF N68-40-20E 775.33 FT TH NELY THORUGH A CENTRAL ANGLE OF 41-43-38 AN ARC DISTANCE OF 792.73 FT TH N89-32-9E 212.08 FT TH S0-2744E 467.82 FT TH S89-37-52W 752.4 FT TH S0-46-01W 1318.46 FT TH S89-37-52W 329.5 FT TH S0-27-44E1651.85 FT TH WEST 500 FT TH SOUTH 165.234 FT TH S89-36-47W 1162.92 FT TH S0-4-23E 165.29 FT TH S89-37-4W 830.49 FT TH N0-7-51W 660.87 FT TH S89-35-57W 166.23 FT TH N0-8-32W 1321.29 FT TH S89-50-29W 806.5 FT TH N0-12-55W 658.691 FT TH N74-13-42E 219.871 FT TH N1-22-42W 389.14 FT TO POB) & (LESS PT DESC AS BEGIN AT THE SW CORNER OF THE NE1/4 OF THE SE1/4 OF SEC 17-23-27 TH NORTH 400.4 FT TH S64-30-2W TH SOUTH 303.60 FT TH S89-50-22W 203.47 FT TO POB) & (LESS PT TAKEN FOR R/W DESC AS BEGIN AT THE SW CORNER OF THE NW1/4 OF SEC 16-23-27 TH N89-36-42E 1974.99 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE NWLY HAVING A RADIUS OF 1088.5 FT WITH A CHORD BRG OF N68-42-37E 776.67 FT TH NELY THROUGH A CENTRAL ANGLE OF 41-48-11 ALONG THE ARC OF CURVE AN ARC DISTANCE OF 794.17 FT TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SELY HAVING A RADIUS OF 1203.5 FT WITH A CHORD BRG OF N68-40-20E 857.24 FT TH NELY ALONG THE ARC OF CURVE THROUGH A CENTRAL ANGLE OF 41-43-38 FOR AN ARC DISTANCE OF 876.48 FT TO A POINT OF TANGENCY TH N89-32-9E 392.06 FT TH N44-32-9E 21.21 FT TH N0-27-51W 360 FT TH N89-32-9E 5 FT TH N0-27-51W 667.5 FT 1H N89-32-9E 25 FT TH S0-27-51E 1626.53 FT 1H S0-28-13E 100 FT TH S58-58-24W 29.03 FT TH N0-28-13W 68.47 FT TH N0-27-44W 645.58 FT TH S89-32-9W 212.08 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SELY HAVING A RADIUS OF 1088.5 FT WITH A CHORD BRG OF \$68-40-20W 775.33 FT TH SWLY THORUGH A CENTRAL ANGLE OF 41-43-38 AN ARC DISTANCE OF 792.73 FT TO POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NWLY HAVING A RADIUS OF 1203.5 FT WITH A CHORD BRG S68-42-37W 858.73 FT TH SWLY ALONG THE ARC OF CURVE THROUGH A CENTRAL ANGLE OF 41-48-11 FOR AN ARC DISTANCE OF 878.07 FT TO A POINT OF TANGENCY TO THE POINT OF CURVATURE OF A CURVE CONCAVE SELY HAVING A RADIUS OF 783.5 FT CHORD BRG OF S65-39-53W 636.03 FT TH SWLY ALONG THE ARC OF CURVE THROUGH A CENTRAL ANGLE OF 47-53-39 FOR AN ARC DISTANCE OF 654.94 FT TO A POINT ON A NON-TANG LINE TH S0-12-55E 944.92 FT TH S89-50-22W 317.22 FT TH NORTH 424.41 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SELY HAVING A RADIUS OF 898.5 FT WITH A CHORD BRG OF N32-18-41E 960.53 FT TH NELY ALONG THE ARC OF CURVE THROUGH A CENTRAL ANGLE OF 64-37-21 FOR AN ARC DISTANCE OF 1013.4 FT 1H N1-22-42W 87.26 FT TH N89-54-25F 608.36 FT TO POB PER DOC 20190068358)

Exhibit "C"

Additional HWRF Property

(Attached - 4 Pages)

EFGAL DESCRIPTION ACQUISITION PARCEL 2

LEGAL DESCRIPTION

A PARCEL OF LAND LING IN THE NORTHWEST 2 OF SECTION 16, TOWNSHIP 23-SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST & CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST. THENCE NORTH 89'36'42" EAST ALONG THE SOUTH LINE OF THE NORTHWEST & OF SAID SECTION 16: TOWNSHIP 23 SOUTH, RANGE 27 EAST, A DISTANCE OF 669 86 FEET; "HENCE DEPARTING SAID SECTION LINE NORTH DO"23"18" WEST, A DISTANCE OF (56.36 FICE TO THE POINT OF DEGINDING: THENCE NORTH DO'00'00", LAST, FOR A DISTANCE 283.30 FEED; THENCE SOUTH 1938'02" FAST, FOR A DISTANCE OF 102.18 FEED TO A POINT OF CURVATURE HAVING A RADIUS OF 190,00 FEET, A CENTRAL ANGLE OF 60'04'00", WITH A CHORD DISTANCE OF 190.19 FEET WHICH BEARS SOUTH 10'23'58" WEST, THENCE RUN ALONG SAID CURVE FOR A DISTANCE OF 199.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING THEREIN ST44- SQUARE FEET (MORE OR LESS).

SURVEYOR'S NOTES:

1

THIS IS NOT A BOUNDARY SURVEY.

THE PURPOSE OF THIS SKETCH OF DESCRIPTION 4S TO DESCRIPT A PARCEL FOR ACQUISITION. NO CORNER WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.

4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE LEECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3).

5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A 1990 -ADJUSTMENT, AND ARE RELATIVE TO CERTIFIED CORNER RECORDS 074812, 074822 AND 074825, WITH THE SOUTH LINE OF THE NORTHWEST & OF SECTION 16, "GWNSHIF 23 SOUTH, RANGE 27 EAST HAVING A BEARING OF NORTH 89'36'42" LAST.

SYMBOL AND ABBREVIATION LEGEND:

EAST

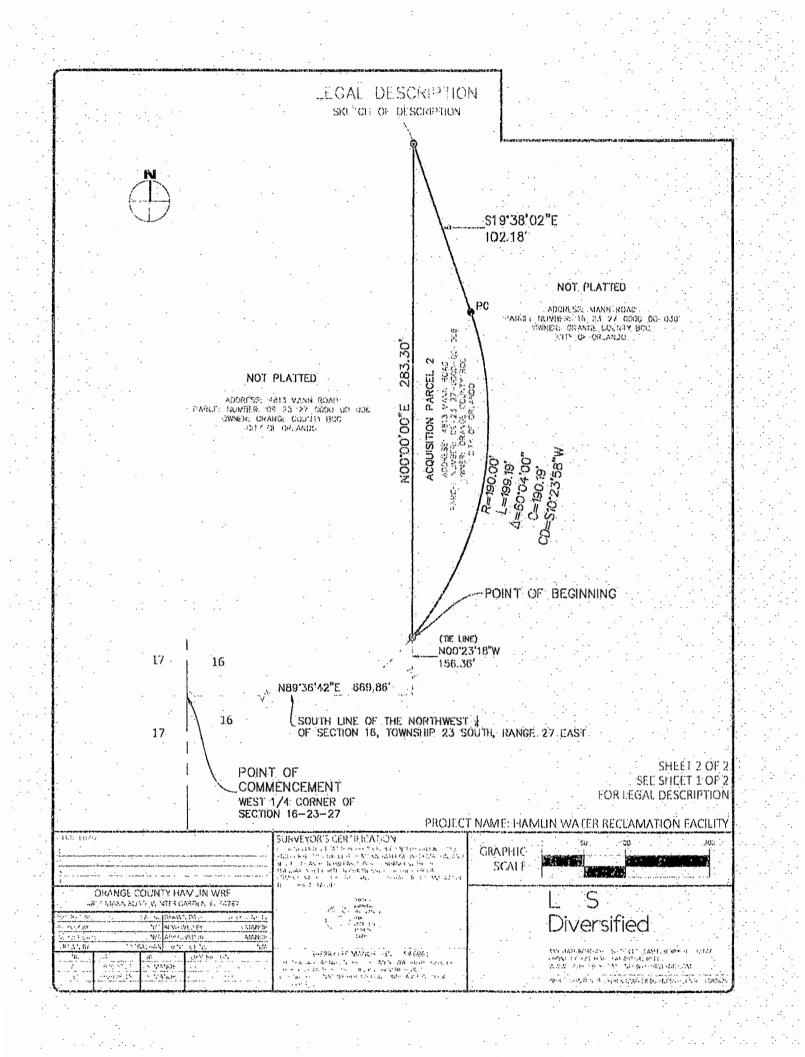
E S SOUTH

W WEST

- (f) **IDENTIFICATION**
- CHANGE IN DIRECTION
- 99 POINT OF CURVATURE

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

	PROJEC	t name: han	ALIN WATER R	RECLAMATION	FACILITY
	SURVEYOR'S CENTRICATION				
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LEGA. DESCRIPTION ACQUISITION PARCE. 1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST & OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST. ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST & CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST, THENCE NORTH 89'36'42" EAST ALONG THE SOUTH LINE OF THE NORTHWEST & OF SAID SECTION 16, TOWNSHIP 23 SOUTH, RANCE 27 LAST, A DISTANCE OF 379.22 FEET; THENCE DEPARTING SAID SECTION & NE NORTH 00/23/18" WEST, A DISTANCE OF 114.84 FTET TO THE POINT OF REGINNING: THENCE NORTH 8913642" EAST, FOR A DISTANCE OF 239.78 FEE ; THENCE SOUTH 60"20"06" WEST, FOR A DISTANCE OF 62.77 FEET TO A POINT OF CURVATURE . HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 77"23"33", WITH A CHORD DISTANCE OF 187.56 FEET. WHICH BEARS NORTH 30'58'08" WEST, THENCE RUN ALONG SAID CURVE FOR A DISTANCE OF 202(6) FEFT TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING THEREIN 7897 SQUARE FUET (MORE OR LESS).

SURVEYOR'S NOTES:

- THIS IS NOT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCET FOR ACQUISITION. 2.
- 3. NO CORNER WERE SET AS PART OF THIS SKETCH OF DESCRIPTION. 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3).
- 5. BEARINGS SHOWN HERE ON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A 1990 ADJUSTMENT, AND ARE RELATIVE TO CERTIFIED CORNER RECORDS 074812, 074822 AND 074825; WITH THE SOUTH LINE OF THE NORTHWEST \$ OF SECTION 16, TOWNSHE 23 SOUTH, RANGE 27 EAST HAVING A BEARING OF NORTH 89 36 42" EAST.

SYMBOL AND ASSREVIATION LECEND:

- N NORTH
- EAST
- S SOUTH
- W WEST
- ið IDENTIFICATION
- Ó
- CHANGE IN DIRECTION POINT OF CURVATURE 20

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

	PROJEC	T NAME: FD	AMLIN M	IATER RE	CLAMATI	ON F	ACILITY
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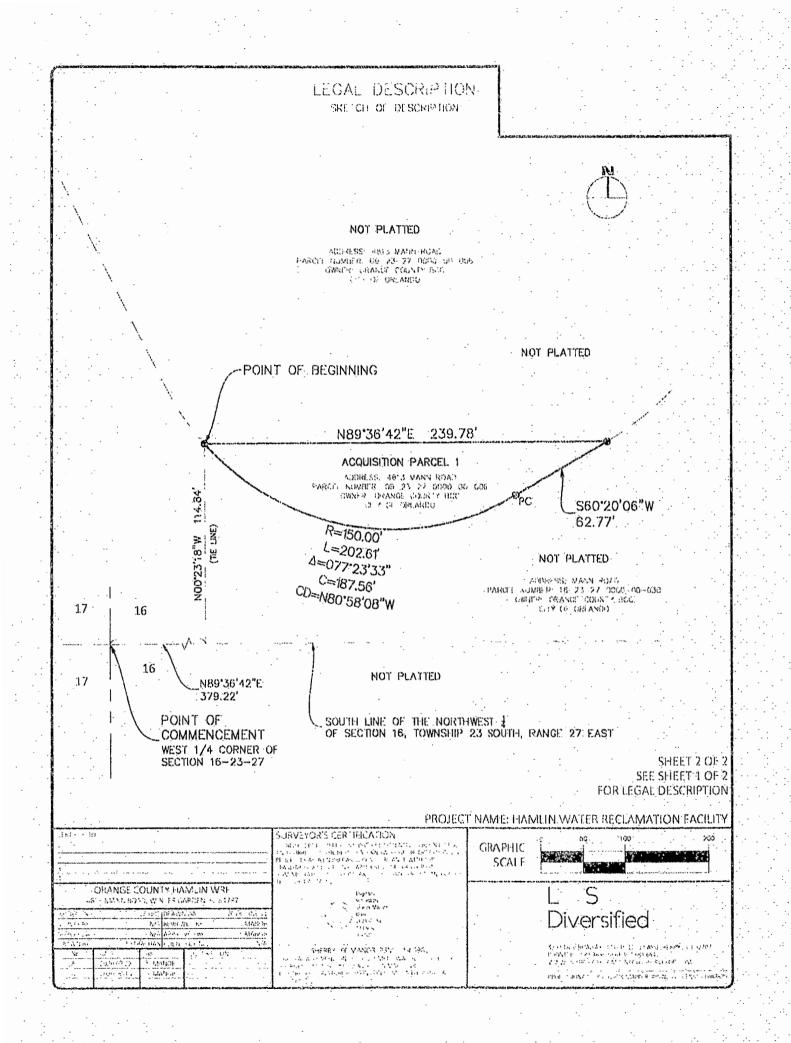


Exhibit "D"

Replacement

Property [Attached - 2

Pages]

LEGAL DESCRIPTION ACQUISITION PARCEL 3

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST \$ OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST & CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANCE 27 EAST, THENCE NORTH 89'36'42" EAST ALONG THE SOUTH LINE OF THE NORTHWEST (OF SAID SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 FAST, A DISTANCE OF 118.81 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00'23'18" WEST, A DISTANCE OF 846.79 FEET TO THE POINT OF REGINNING; THENCE NORTH 00'00'00" EAST, FOR A DISTANCE 242.57 FEET TO A POINT OF NON TANGENCY CURVATURE MAVING A RADIUS OF 250.00 FEET, WITH A CENTRAL ANGLE OF 3015'40", A CHORD DISTANCE OF 130.51 FEET, WHICH BEARS SOUTH 7450'34" EAST, THENCE ALONG SAID CURVE A DISTANCE OF 132.04 FEET: THENCE SOUTH 31'08'05" WEST, FOR A DISTANCE OF 243.64 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING THEREIN 16,041 SQUARE FULL (MORE OR LESS).

SURVEYOR'S NOTES

- THIS IS NOT A BOUNDARY SURVEY.

LUMA MODEL

1. THIS IS NOT A BOUNDARY SURVEY, 2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCEL FOR ACQUISITION. 3. NO CORNER WERE SET AS PART OF THIS SKETCH OF DESCRIPTION, 4. THIS SKETCH OF DESCRIPTION IS NOT VAUD WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH FIA.C. 5J-17,602(3).

5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A 1990 TADJUSTMENT, AND ARE RELATIVE TO GERTIFIED CORNER RECORDS 074812, 074822 AND 074825, WITH THE SOUTH LINE OF THE NORTHWEST | OF SECTION 16, YOWNSHIP 23 SOUTH, RANGE 27 EAST HAVING A BEARING OF NORTH 89"36'42" + AST.

SYMBOL AND ABBREVIATION LEGEND:

NORTH 14

EAST i.

339 C 11

- s SOU TH
- W WEST
- IDENTIFICATION ... D
- CHANGE IN DIRLC UN

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

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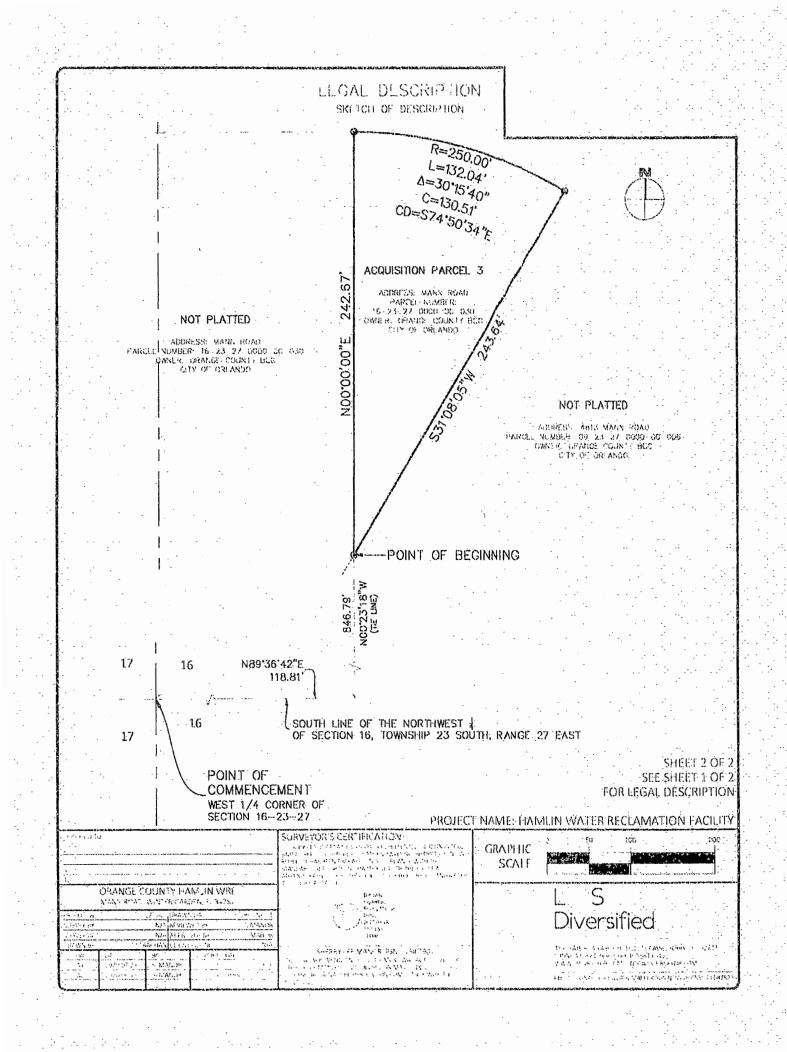


Exhibit "E"

County Deed

[Attached - 2 Pages]

Project: Hamlin Water Reclamation Facility -- Land Swap

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 Rule 12B-4.0114(10), F.A.C.

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, whose address 400 South Orange Avenue, Orlando, FL 32801, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, a 50% interest in the rights, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED "EXHIBIT "A"

A portion of: Property Appraiser's Parcel Identification Number:

16-23-27-0000-000-030

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever. Project: Hamlin Water Reclamation Facility - Land Swap

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.

(Official Seal)

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

BY:

Jerry L. Demings Orange County Mayor

DATE:

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

BY: Deputy Clerk

Printed Name

This instrument prepared by:

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

C:\Users\gre13139\Desktop\Conserv II - Hamlin Water Reclamation Facility - 2021 - Land Swap\County Deed 8.2.21.docx

Exhibit "F"

City Deed

[Attached - 2 Pages]

Project: Hamlin Water Reclamation Facility – Land Swap

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 Rule 12B-4:0114(10), F.A.C.

CITY DEED

THIS DEED, Made and executed the ______ day of ______, A.D. 20___, by City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida, as to its undivided 50% interest, whose address is 400 South Orange Avenue, Orlando, Florida 32801, 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, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

A portion of: Property Appraiser's Parcel Identification Number:

09-23-27-0000-00-006

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever. Project: Hamlin Water Reclamation Facility - Land Swap

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, scaled, and delivered in the presence of:

CITY OF ORLANDO

Witnesses:

By:_____

Buddy Dyer, Mayor

ATTEST:

Denise Aldridge, City Clerk

, 20

Printed Name

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.

City Attorney, Orlando, Florida

Printed Name

STATE OF ______

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, A.D. 20____, by Buddy Dyer, Mayor, and Denise Aldridge, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced ______ and _____ as identification.

Witness my hand and official seal this _____ day of ______, 20_____,

(Notary Seal)

This instrument prepared by: Kim Heim, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida Notary Signature

Printed Notary Name Notary Public in and for the county and state aforesaid

My commission expires:

S:/REM Projects/Hamlin Water Reelamation Facility - Land Swap (PN 19320)/Instrument Ready for Execution/PDF/CITY DEED (Orl).doc 03.12.21kh

Printed Name

SEP 2 8 2021

Project: Hamlin Water Reclamation Facility – Land Swap

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 Rule 12B-4.014(10), F.A.C.

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, whose address 400 South Orange Avenue, Orlando, FL 32801, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, a 50% interest in the rights, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED "EXHIBIT "A"

A portion of: Property Appraiser's Parcel Identification Number:

16-23-27-0000-000-030

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever. Project: Hamlin Water Reclamation Facility - Land Swap

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.



ORANGE COUNTY, FLORIDA By: Board of County Commissioners

BY:

Jerry L. Demings Orange County Mayor

DATE: 29 Septente

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

BY: Deputy Cler

Printed Name

This instrument prepared by:

Kim Heim, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida P. O. Box 1393 Orlando, Florida 32802-1393 LEGAL DESCRIPTION ACQUISITION PARCEL 3

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST & OF SECTION 16. TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST & CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST, THENCE NORTH 89'36'42" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1 OF SAID SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST, A DISTANCE OF 118.81 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00"23"18" WEST, A DISTANCE OF 846.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00'00'00" EAST, FOR A DISTANCE 242.67 FEET TO A POINT OF NON TANGENCY CURVATURE HAVING A RADIUS OF 250.00 FEET, WITH A CENTRAL ANGLE OF 30"15'40", A CHORD DISTANCE OF 130.51 FEET, WHICH BEARS SOUTH 74"50'34" EAST, THENCE ALONG SAID CURVE A DISTANCE OF 132.04 FEET; THENCE SOUTH 31'08'05" WEST, FOR A DISTANCE OF 243.64 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING THEREIN 16,041 SQUARE FEET (MORE OR LESS).

SURVEYOR'S NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCEL FOR ACQUISITION. 3. NO CORNER WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
- 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3)
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A 1990 ADJUSTMENT, AND ARE RELATIVE TO CERTIFIED CORNER RECORDS 074812, 074822 AND 074825, WITH THE SOUTH LINE OF THE NORTHWEST & OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST HAVING A BEARING OF NORTH 89'36'42" EAST.

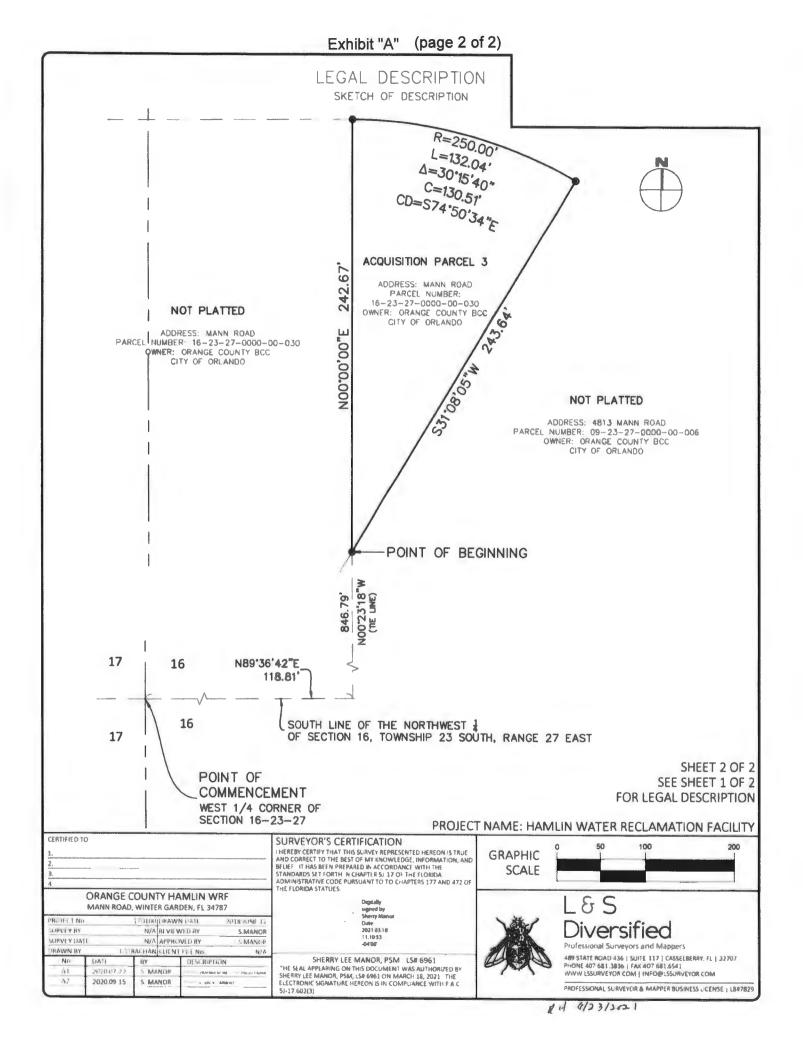
SYMBOL AND ABBREVIATION LEGEND:

- NORTH N
- EAST E
- SOU H S
- W WEST
- D IDENTIFICATION
- CHANGE IN DIRECTION

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

PROJECT NAME: HAMLIN WATER RECLAMATION FACILITY

CERTIFIED TO 1. 2. 3. 4.);			SURVEYOR'S CERTIFICATION HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY INCOMILEDGE, INFORMATION, AND BELIFE THAS BEEN PRARED IN A CONDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF		
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Δ1	2020 07 77	5 MANOR	I HAVE HAVE WERE HERE IN T	THE SEAL APPEARING ON THIS (DOCUMENT WAS AUTHORIZED BY SHERRY LEE MANOR, PSM, LSH 6961 ON MARCH 18, 2021 THE	1 - 1	WWW LSSURVEYOR COM INFO@LSSURVEYOR COM
Δ2	2020 09 15	5 MANOR	E LANDER HAMPEDERS	ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH F.A.C		PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE : LD47829
A3	702 5418	SMANCE	24.50	5J-17.602(3)		



SEP 2 8 2021

Project: Hamlin Water Reclamation Facility – Land Swap

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 Rule 12B-4.0114(10), F.A.C.

CITY DEED

THIS DEED, Made and executed the _____ day of _____ **SEP 2 8 2021**, A.D. 20___, by City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida, as to its undivided 50% interest, whose address is 400 South Orange Avenue, Orlando, Florida 32801, 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, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

A portion of: Property Appraiser's Parcel Identification Number:

09-23-27-0000-00-006

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

125

City Council Meeting: 8-23-21 Item: B-16 Documentary: 210823B16 Project: Hamlin Water Reclamation Facility - Land Swap

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered in the presence of:

Witnesses:

HOUNRID DENISE Printed_Name

Printed Name

CITY OF ORLANDO Dver SM: ATTEST: Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.

, 20 21 Chy Mittity Attorney, Orlando, Florida

STATE OF	FLORIDA
COUNTY OF	OLANGE

The foregoing instrument was acknowledged before me by means of Kphysical presence or online notarization this 23 day of AUGUST, A.D. 20 Y. by Buddy Dyer, Mayor, and Stephanie Herdocia, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced and as identification.

Witness my hand and official seal this 23 day of AV605T

A DENISE HOLDRIDGE MY COMMISSION # GG164592 EXPIRES: February 03, 2022 ****

Dent & Arle Notary Signature

(Notary Seal)

This instrument prepared by: Kim Heim, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida

PGNISE HOLDRIDO Printed Notary Name DENISE HOLDRUGE Notary Public in and for the county and state aforesaid

My commission expires: 2-3-22

5. REM Projects/Hamlin Water Reclamation Facility - Land Swap (PN 19320) Instrument Ready for Execution/PDF/CH Y DEED (Orl) doc 03/12/21kh

City Council Meeting: 8-23-21 Item: B-16 Documentary: 210823B(6

LEGAL DESCRIPTION ACQUISITION PARCEL 2

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST \$ OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST & CORNER OF SECTION 16. TOWNSHIP 23 SOUTH, RANGE 27 EAST, THENCE NORTH 89°36'42" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1 OF SAID SECTION 16. TOWNSHIP 23 SOUTH. RANGE 27 EAST, A DISTANCE OF 669.86 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00°23'18" WEST, A DISTANCE OF 156.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00'00' EAST, FOR A DISTANCE 283.30 FEET; THENCE SOUTH 19'38'02" EAST, FOR A DISTANCE OF 102.18 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 60'04'00", WITH A CHORD DISTANCE OF 190.19 FEET WHICH BEARS SOUTH 10'23'58" WEST, THENCE RUN ALONG SAID CURVE FOR A DISTANCE OF 199.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING THEREIN 8144 SQUARE FEET (MORE OR LESS).

SURVEYOR'S NOTES:

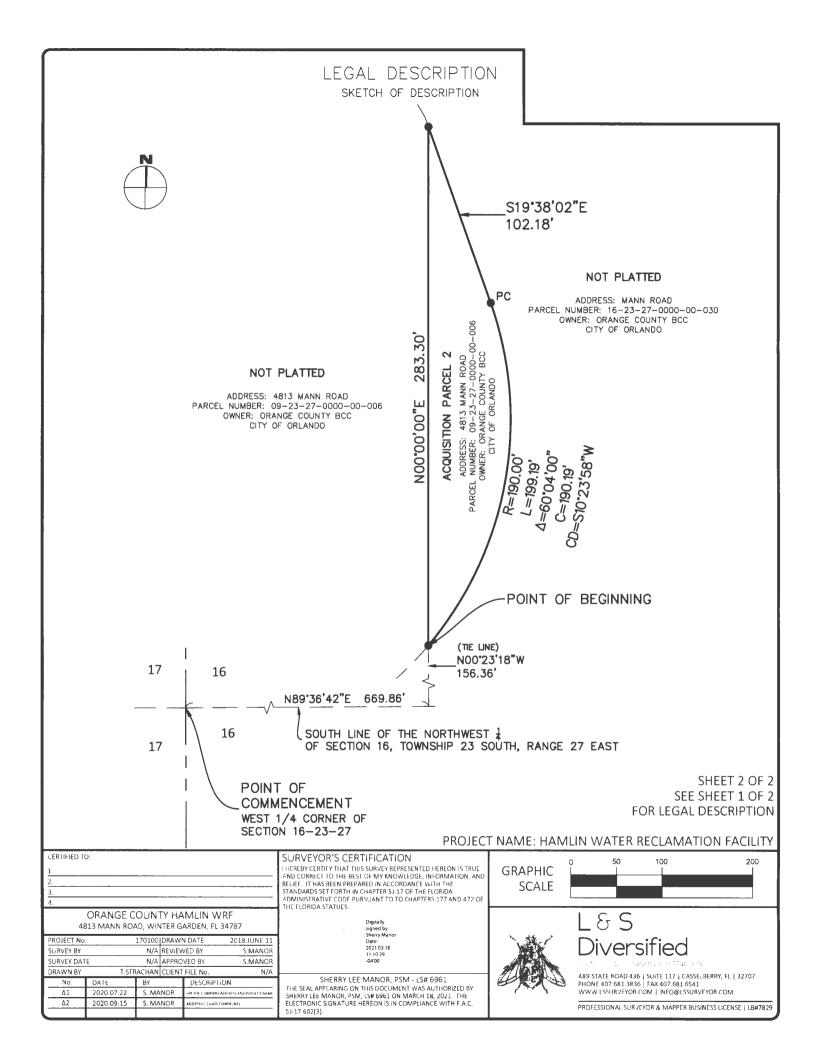
- 1. THIS IS NOT A BOUNDARY SURVEY.
- THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCEL FOR ACQUISITION.
 NO CORNER WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
- 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3).
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A 1990 ADJUSTMENT, AND ARE RELATIVE TO CERTIFIED CORNER RECORDS 074812, 074822 AND 074825, WITH THE SOUTH LINE OF THE NORTHWEST 1 OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST HAVING A BEARING OF NORTH 89'36'42" EAST.

SYMBOL AND ABBREVIATION LEGEND:

- NORTH N
- EAST Ε
- S SOUTH
- W WEST
- IDENTIFICATION ID
- CHANGE IN DIRECTION
- PC POINT OF CURVATURE

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

				PROJEC	T NAME: HAMI	LIN WATER RECLAMATION FACILITY
	D:			SURVEYOR'S CERTIFICATION THEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BEUEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER SI-17 OF THE FLORIDA 4DMINISTRATIVE CODE PUBSJANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES.		
ORANGE COUNTY HAMLIN WRF 4813 MANN ROAD, WINTER GARDEN, FL 34787 'ROJECT No. 180100 DRAWN DA*E 2018.JUNE 11 JURVEY BY N/A REVIEWER BY S.MANOR JURVEY DATE N/A APPROVED BY S.MANOR JAWN BY T.STRACHAN CLIENT FILE NO. N/A			ARDEN, FL 34787 N DATE 2018.JUNE VED BY S.MANC VED BY S.MANC	Digitally signed by Sherry Manor Date: 2021.03.18 11:10:19 -04'00'		L&S Diversified AB9 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707
No. Δ1 Δ2 Δ3	DATE 2020.07.22 2020.09.15 2021 03.18	BY S. MANOR S. MANOR S. MANOR	DESCRIPTION UPLATE COMPANY ADDRESS AND PROJECT NA ADDRESSE JOHTY COMMENTS UPLATE NETS	SHERRY LEE MANOR, PSM - LS# 6961 THE SEA LPPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHERRY LEE MANOR, PSM, LS# 6961 ON MARCH 18, 2021 THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH F.A.C. 5J-17 602(3).	Contraction of the second	PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829



LEGAL DESCRIPTION ACQUISITION PARCEL 1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST 1 OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST. ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST & CORNER OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST, THENCE NORTH 89'36'42" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1 OF SAID SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST, A DISTANCE OF 379.22 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00°23'18" WEST. A DISTANCE OF 114.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89'36'42" EAST, FOR A DISTANCE OF 239.78 FEET; THENCE SOUTH 60°20'06" WEST, FOR A DISTANCE OF 62.77 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 77°23'33", WITH A CHORD DISTANCE OF 187.56 FEET WHICH BEARS NORTH 80'58'08" WEST. THENCE RUN ALONG SAID CURVE FOR A DISTANCE OF 202.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING THEREIN 7897 SQUARE FEET (MORE OR LESS).

SURVEYOR'S NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCEL FOR ACQUISITION. 3. NO CORNER WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
- 4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3).
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A 1990 ADJUSTMENT, AND ARE RELATIVE TO CERTIFIED CORNER RECORDS 074812, 074822 AND 074825, WITH THE SOUTH LINE OF THE NORTHWEST & OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 27 EAST HAVING A BEARING OF NORTH 89'36'42" EAST.

SYMBOL AND ABBREVIATION LEGEND:

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2. 3 4.

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- IDENTIFICATION ID
- . CHANGE IN DIRECTION
- PC POINT OF CURVATURE

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

				PROJEC	f name: haml	IN WATER RECLAMATION FACILITY
ERTIFIED 10	D: 			SURVEYOR'S CERTIFICATION IHEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE 4ND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51 17 OF THE FLORIDA 4DMINISTRATIVE CODE PURSJANT TO TO CHAPTERS 177 AND 472 OF THE COMPLETENTIES		
ORANGE COUNTY HAMLIN WRF 4813 MANN ROAD, WINTER GARDEN, FL 34787 ROJECT No. 180100 [DRAWN DATE 2018.JUNE 11 JRVEY BY N/A REVIEWED BY 5.MANOR JRVEY DATE N/A APPROVED BY 5.MANOR			ARDEN, FL 34787 N DATE 2018.JUNE 1 NED BY S.MANOF VED BY S.MANOF	THE FLORIDA STATUES Digital y signed by Snerry Manor Date 2021.03.18 11:09:39 -04:00'		L&S Diversified
RAWN BY No. Δ1 Δ2 Δ3	UA1E 2020.07.22 2020 09.15 2021.03.18	ACHAN CLIENT BY S. MANOR S. MANOR S. MANOR	PILE NO. INF DESCRIPTION UPLATE COMPANY ADDRESS AND PRODUCTION ADDRESS FOR STY COMMENTS UPCATE NETS	SHERRY LEE MANOR, PSM - LS# 6961 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY	C K K W	489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407 681 3836 FAX 407 681 6541 WW W I SSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829

