

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
April 12, 2018**

**Location: Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Board Room**

Board Members Present:

Jay Madara, Gubernatorial Appointment (Vice Chairman)  
Commissioner Brenda Carey, Seminole County (Treasurer)  
Mayor Buddy Dyer, City of Orlando  
Andria Herr, Gubernatorial Appointment  
Mayor Teresa Jacobs, Orange County  
Commissioner Sean Parks, Lake County  
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:

Commissioner Fred Hawkins, Jr., Osceola County (Chairman)  
Commissioner Jim Barfield, Brevard County  
Commissioner Jennifer Thompson, Orange County

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director  
Joseph L. Passiatore, General Counsel  
Mimi Lamaute, Recording Secretary

**A. CALL TO ORDER**

The meeting was called to order at 9:00 a.m. by Vice Chairman Madara.

**B. PUBLIC COMMENT**

- David Bottom Lee, Orlando Resident, commented on construction alerts.

- Jonathan Sebastian Blount with the Caribbean Passport publication commented on general matters.
- Eleanor C. Foerste with Eleanor Foerste Adventures LLC commented on the Split Oak Forest Bioblitz event, May 4<sup>th</sup> - May 6<sup>th</sup>. The flyer Ms. Foerste provided is attached as “**Exhibit A.**”
- Bob Hartnett with TeamFL extended an invitation to the TEAMFL meeting on May 3<sup>rd</sup> and 4<sup>th</sup> at the Hyatt Hotel in Coral Gables, FL.
- Kimberly A. Buchheit with Buchheit Associates, Inc., commented on general matters and National Work Zone Safety Week. She thanked staff and provided, for the record, materials regarding the Purchase Agreement with Lake Nona Land Company, LLC for Parcel 112A, Project 599-200, attached as “**Exhibit B.**”

### **C. APPROVAL OF MINUTES**

The minutes of the March 8, 2018 Board Meeting were presented for approval. Amendments were requested and made as follows; (a) Public Comment Speaker Affiliation on Item 6 – The Osceola Parkway Extension Public Comment Section, Speaker Kimberly Buchheit is an Apopka Resident; and (b) Mayor Jacobs’ remarks were amended to more accurately reflect her comments regarding the Orange County resolution.

**A motion was made by Commissioner Carey and seconded by Commissioner Parks to approve the March 8, 2018 amended Board Meeting Minutes. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.**

### **D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval.

### **COMMUNICATIONS AND PUBLIC OUTREACH**

1. Approval of Contract First Renewal with The Rubin Group, Inc. for Advocacy Services, Contract No. 001382 (Agreement Value: \$45,000.00)

### **CONSTRUCTION**

2. Approval of Construction Contract Modifications on the following projects:
  - a. Project 429-739 Lane Construction Corp. (\$ 498,470.63)
  - b. Project 599-735 GENERX Generators, Inc. (\$ 84,559.00)
  - c. Project 599-126 SEMA Construction \$ 297,491.86
  - d. Project 429-206 GLF Construction Corp. \$ 1,396,174.00
  - e. Project 429-205 Superior Construction Co. Southeast, LLC \$ 291,891.32

|   |                 |
|---|-----------------|
| f. Project 429-204 Southland Construction, Inc.         | \$ 43,161.90    |
| g. Project 528-405 Southland Construction, Inc.         | (\$ 4,110.43)   |
| h. Project 417-744 Tecta America Southeast, LLC         | (\$ 49,380.00)  |
| i. Project 408-739 Preferred Materials, Inc.            | (\$ 326,243.31) |
| j. Project 417-733 Ranger Construction Industries, Inc. | (\$ 10,807.14)  |

### ENGINEERING

3. Approval of Contract Third Renewal with CH2M Hill, Inc. for Wekiva Parkway Corridor Consultant Services, Contact No. 000746 (Agreement Value: \$0)
4. Approval of BASE Consultants, Inc. as Subcontractor for the General Engineering Consultant Services (GEC) contract with Dewberry Engineers, Inc., Contract No. 001145
5. Approval of Supplemental Agreement No. 2 with Dewberry Engineers, Inc. for Post Design Services for SR 417 Widening from Econlockhatchee Trail to Seminole County Line, Project No. 417-134, Contract No. 001153 (Agreement Value: \$421,028.27)
6. Approval of Contract Award to TLP Engineering Consultants, Inc. for Design Consultant Services for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141, Contract No. 001312 (Agreement Value: not-to-exceed \$6,050,000.00)
7. Approval of Contract Award to Traffic Control Devices, Inc. for Miscellaneous Signage Improvements, Project No. 599-630, Contract No. 001370 (Agreement Value: \$145,600.00)
8. Authorization to Advertise for Construction Bids for Systemwide Ramp Terminal Improvements, Project No. 599-155, Contract No. 001414
9. Approval of Contract Award to Traffic Control Products of Florida, Inc. for Systemwide E-ZPass Signage Installations, Project No. 599-632, Contract No. 001409 (Agreement Amount: \$100,500.00)

### FINANCE

10. Approval of Selection and Authorization of Firms for Investment Banking Underwriting Services, Contract No. 001132

### LEGAL

11. Approval of Settlement Agreement for Supplemental Attorneys' Fees and Litigation Costs with American Finance, LLC, Tenant Richard Crabb, in the amount of \$15,000.00 for Parcel 251, Project 429-204

12. Approval of Purchase Agreement with Lake Nona Land Company, LLC for Parcel 112A, Project 599-2260
13. Approval of Settlement Agreement of Power Acoustics' Fees and Costs with Robert and Cynthia Henderson in the amount of \$8,900.00 for Parcels 112 (A& B) and 712, Project 429-202
14. Approval of License Agreement with the Greater Orlando Aviation Authority for a Dynamic Message Sign on South Jeff Fuqua Boulevard

#### MAINTENANCE

15. Approval of Supplemental Agreement No. 3 with Infrastructure Corporation of America for Roadway Maintenance Services, Contract No. 001152 (Agreement Value: \$4,097,374.00)
16. Authorization to Advertise for Proposals for Landscape Maintenance Services on SR 408, SR 417 and at CFX's Headquarters Building, Contract No. 001411
17. Authorization to Advertise for Bids for Systemwide Aquatic Vegetation Control Services, Contract No. 001412

#### PROCUREMENT

18. Approval of Revised Procurement Policy and Resolution

#### TOLL OPERATIONS/TECHNOLOGY

19. Approval of SNI Companies and KForce Technology as Subcontractors for the System Software Maintenance Contract with TransCore LP, Contract No. 000179
20. Approval to Execute an Agreement with University of Central Florida for Evaluation of Initial Phase Rollout of the Visitor Toll Pass Program Phase I, Contract No. 001415 (Agreement Value: not-to-exceed \$109,999.00)
21. Approval of Purchase Order to Intelligent Transportation Services, Inc. for High Definition CCTV Cameras, Project No. 599-528 (Agreement Value: \$79,500.00)
22. Approval of Revisions to the E-PASS User Agreement
23. Ratification of Purchase of Transponders from TransCore LP (Agreement Value: \$141,350.00)
24. Approval of Purchase Order to PC Solutions & Integrations, Inc. for Annual Vendor Network Support and Maintenance (Agreement Value: not-to-exceed \$78,319.68)

Item 10 was pulled from the Consent Agenda.

**A motion was made by Commissioner Carey and seconded by Commissioner Parks to approve the Consent Agenda with the deletion of item #10. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.**

## **E. REPORTS**

### **1. CHAIRMAN'S REPORT**

- A public hearing on the recommended alignment for the SR 408 Eastern Extension PD&E Study will be held on Thursday, April 26 from 5:30 p.m. – 7:30 p.m. at East River High School here in Orlando. The Board will be provided a final presentation on this project in the coming months.
- The Florida Transportation Commission (FTC) will hold their meeting here at CFX Headquarters later today. The FTC is a group of citizens from across the state who have been tasked by the Governor to provide oversight for all of Florida's regional transportation authorities including both FDOT and CFX.
- The draft budget and workplan will be presented to the board for review during the May meeting followed by a vote during the June meeting.
- The Quarterly Legal Update provided by the Legal Department continues to be an important document for review by this Board.
- Mayor Dyer provided an update on the system buy from the state.

### **2. TREASURER'S REPORT**

Commissioner Carey reported that the details for the February Financial Report are included in the Board's agenda under Tab E.2. She reported total revenues for February were \$37,143,579, which is 8.0% above projections and 8.3% above prior year. CFX's total revenues were \$38.4 million for the month.

Total OM&A expenses were \$5.2 million for the month and \$43.9 million year-to-date, which is 15% under budget.

After debt service the total net revenue available for projects was \$19.5 million for February and \$133.1 million year-to-date. CFX's projected year end senior lien debt service ratio is 2.27 which is above CFX's budgeted ratio of 2.23.

### 3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided the Executive Director's Report in written form.

In addition, she expanded on the following:

- CFX Safety Campaign Work Zone Awareness Week;
- Ronald McDonald CFX Bake Off Competition;
- Lyman H.S. Institute for Engineering Tour;
- March 9<sup>th</sup> SR 528 Innovation Way/Sunbridge Parkway Interchange Ribbon Cutting Ceremony; and
- March 31<sup>st</sup> 5K & Ribbon Cutting for the Wekiva Parkway.

### F. REGULAR AGENDA ITEMS

#### 1. APPROVAL OF BIENNIAL UPDATE TO CFX ETHICS POLICY REQUIRING THAT CFX CONSULTANTS COMPLY WITH FLORIDA STATUTES 112.313(7) TO AVOID CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIPS

Joseph L. Passiatore, General Counsel, explained Protiviti's Ethics Policy Audit and the current disclosure requirements. He explained the proposed amendment and language to the current Code of Ethics.

He requested the following language be included in the motion "...to which CFX is an adverse party...."

**A motion was made by Mayor Jacobs and seconded by Ms. Herr to approve the Amendment to the CFX Code of Ethics prohibiting consultants and their firms from representing clients in a judicial or administrative proceeding to which CFX is an adverse party unless said conflict is waived by CFX's governing Board. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.**

#### 2. E-PASS STAFFING ADJUSTMENTS FOR MARKET CONDITIONS

David Wynne, Director of Toll Operations described the following:

- Staffing contract awarded to Egis in 2015;
- Metro-Orlando Competitive Landscape during 2015-2017;
- Customer Service Wage Survey Study;
- Drivers influencing the Evolution of Service from 2015–2017; and
- Investing in Service Excellence.

The Board asked questions and provided comments.

**A motion was made by Mayor Dyer and seconded by Ms. Herr for approval of Supplemental Agreement No. 4 with EGIS Project, Inc. for customer center and image review clerk staffing adjustments for market conditions in an amount not to exceed \$14,210,751.04. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.**

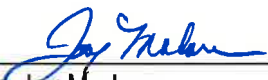
#### **G. BOARD MEMBER COMMENT**

The following Board members provided comments:

- Commissioner Sean Parks
- Ms. Andria Herr

#### **H. ADJOURNMENT**

Vice Chairman Madara adjourned the meeting at 9:38 a.m.

  
\_\_\_\_\_  
Mr. Jay Madara  
Vice Chairman  
Central Florida Expressway Authority

  
\_\_\_\_\_  
Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on June 29, 2018.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, [ww.expresswayauthority.com](http://ww.expresswayauthority.com)*



# Split Oak Forest Bioblitz

May 4th 7pm - May 6th 7pm

Join local experts, enthusiasts, and nature lovers in a 48 hour effort to document as many species as possible within the boundaries of Split Oak Forest Wildlife and Environmental Area. To participate please visit the link below for more information and to officially RSVP!



Scan this QR code or visit  
[www.dannygoodding.com/SplitOakForestBioblitz](http://www.dannygoodding.com/SplitOakForestBioblitz)



RSVP HERE

[SIGN UP TO LEAD A TEAM](#)

[BIOBLITZ FACEBOOK EVENT](#)

**Where:** [Split Oak Forest](#) in southeast Orlando, FL; [Trail Map 1](#), [Trail Map 2](#)

**When:** Friday May 4th 7pm - Sunday May 6th 7pm (48 hour window). You can participate anytime during this window, even if it's only for a few hours!

**What:** A bioblitz is an intense survey of all species in a given area over a specified period of time. The goal is to document as many species as possible!

**Who:** YOU! There will be local experts, enthusiasts, and volunteers split into groups searching for a variety of taxa throughout the event.

## More Information

Participants will work in teams, each with a taxon focus (e.g., birds, butterflies, reptiles, etc.), however other species found along the way should also be documented. Each team will need to have at least one expert on that taxon. If you would like to be a team leader, [please sign up here!](#)

Datasheets are available at this link (check back soon for link to download!). Ideally, each species documented will have a representative picture taken of it. If the group is unsure if an animal is another species, err on the side of considering it a separate species!

There is a [bioblitz page for this event on iNaturalist](#). iNaturalist also has an app available for Android and Apple so you can enter data on the go during the event! All observations for which a photo was taken should be entered into this iNaturalist database. All other observations without an accompanying photo should be recorded in the datasheet. [Click here to learn more about how to use iNaturalist](#).



Please try to document each localized species observation with a representative photo. If there is a group of the same species at a spot, please take a picture of one individual and record the total number of individuals. For example, if you are recording a group of four sandhill cranes in a marsh, please take a photo of one and when creating the iNaturalist entry, in the field labeled "Estimated number of individuals", select the amount at that spot. Be sure to record these instances in the datasheet as well. After the event, please scan and email the datasheet(s) to Danny Goodding at [dgoodding@knights.ucf.edu](mailto:dgoodding@knights.ucf.edu)

Camping is available at Moss Park which is connected to Split Oak Forest at the northeast corner of the park. Camping and park information for Moss Park can be found [here](#).

Parking is limited on site, so please try to carpool. Vehicles are not allowed inside the park, however there will be two designated trucks in the park during the event to help people move around and get to and from the parking area or campground.

Here is the [FWC 10 year management plan](#) containing very detailed information about the characteristics of the park including a species list.

To participate in this bioblitz, you must RSVP through the "RSVP Here" button above!

INTERACTIVE  
ARCGIS ONLINE  
MAP

<--- Click here to see an interactive map and toggle layers to see habitat type areas in the park

*Bioblitz conducted according to Florida Fish and Wildlife Conservation Commission special use permit number: SUO-57155*

*Sponsored by the Friends of Split Oak Forest (Facebook page [here](#))*



Photos taken at Split Oak Forest by Danny Goodding



[CLICK HERE TO SEE MORE NATURE PHOTOGRAPHY BY DANNY GOODDING](#)

Powered by SmugMug [Log in](#)



## LETTER OF TRANSMITTAL

**DATE:** 04/12/18 **PROJECT REFERENCE:** N/A

**REGARDING:** CFX Board Meeting - Comments

**TO:**  Mary Brooks  Mimi Lamaute  Jay Small (Mateer Harbert, PA)  
Central Florida Expressway Authority

*requested / Board did not pull item  
KAB 4/12/18  
9AM*

By Hand Delivery

|  |
|--|
| <b>WITH THIS LETTER, WE ARE SENDING THE FOLLOWING:</b>                                 |
| 1) Exhibit: Approximate Location, Parcel 112A, Project 599-2260                        |
| 2) Orange County BCC Resolution No. 2014-M-34, re: Osceola Parkway Extension Project   |
| 3) Parcel 112A Package dated April 5, 2018 and Parcel 112A Package date March 28, 2018 |

To whom it may concern-

As a courtesy, I have reviewed Agenda Item D, Consent Agenda Item 12, Approval of Purchase Agreement with Lake Nona Land Company, LLC for Parcel 112A, Project 599-2260.

I have also reviewed the documents that are in the R/W Committee Records for the same parcel transaction. I have found numerous inconsistencies between the documents. I also noticed the potential for significant title problems for this parcel and all parcels in Orange County.

I suggest that the item be pulled from the Consent Agenda and sent back to the R/W Committee for reconsideration to ensure that this parcel acquisition is compliant with the CFX standard approval process.

I also suggest that a review be conducted by the Orange County Board of County Commissioners for this and any other parcels in Orange County that pertain to the Osceola Parkway Extension Project.

Please do not hesitate to contact me personally, if I can be of assistance.

Kimberly A. Buchheit, PSM

**EXHIBIT "B"**

Kimberly A. Buchheit, PSM, President  
PO Box 2016 • Apopka, FL 32704  
Direct: cell/text 321-689-1057 • kbuchheit@buchheitassoc.com



**APPROXIMATE LOCATION  
PARCEL 112A, PROJECT 599 - 2260**

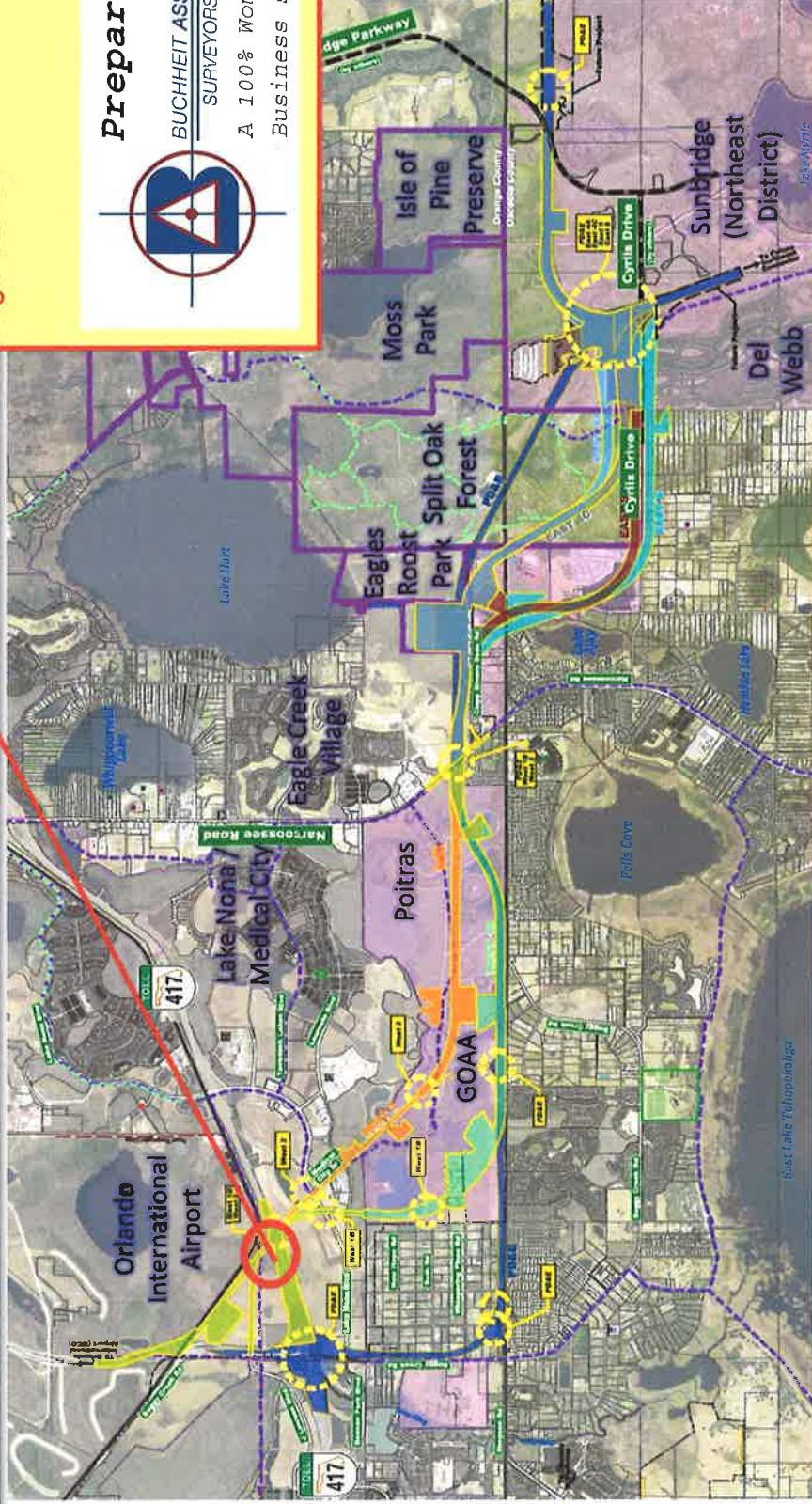
# Osceola Parkway Extension Current Alternatives

Agenda Item D, Consent Agenda  
Consent Agenda Item 12  
CFX Board Meeting 4/12/18

Approximate Location Parcel 112A  
Project 599-2260

Base Map Excerpted from  
3/8/18 CH2M Presentation  
Page 4 of 13

**Prepared By:**  
**BUCHHEIT ASSOCIATES, INC.**  
SURVEYORS & MAPPERS  
A 100% Woman Owned  
Business since 1991



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 15 2014 KH/ES

**RESOLUTION**  
*of the*  
**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**  
*regarding the*  
**OSCEOLA PARKWAY EXTENSION PROJECT**

**Resolution No. 2014 - M-34**

**WHEREAS**, the Osceola County Expressway Authority is presently considering extending the existing 12-mile long Osceola Parkway from a point west of Boggy Creek Road to a point east of Narcoossee Road (“Osceola Parkway Extension”);

**WHEREAS**, an alignment being considered by the Osceola County Expressway Authority (or its consultant) for the Osceola Parkway Extension lies wholly or partially within the geographical boundaries of Orange County;

**WHEREAS**, the Orange County Board of County Commissioners (“Board”) is concerned on behalf of its citizens about any alignment that might lie wholly or partially within Orange County;

**WHEREAS**, consistent with applicable state statutes, the Board believes and asserts that it has the right to review and approve or reject any alignment of the Osceola Parkway Extension that might lie wholly or partially within Orange County; and

**WHEREAS**, the Board also believes and asserts that prior to the Osceola County Expressway Authority considering for approval any alignment of the Osceola Parkway Extension that might lie wholly or partially within the geographical boundaries of Orange County, the Osceola County Expressway Authority should host duly noticed community

meetings at a location within the vicinity of the proposed alignment that is convenient to the residents and owners of land and businesses within Orange County who may be affected or impacted by such alignment.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:**

***Section 1. Alignment of the Osceola Parkway Extension Subject to the Board's Review and Consent.*** Any proposed alignment of the Osceola Parkway Extension that might lie wholly or partially within the geographical boundaries of Orange County is subject to review by the Orange County Board of County Commissioners, and shall not be added to the Osceola Parkway unless and until the alignment receives the prior express written consent of this Board.

***Section 2. Alignment of the Osceola Parkway Extension Subject to Review at Community Meetings Held in Orange County.*** Any proposed alignment of the Osceola Parkway Extension that might lie wholly or partially within the geographical boundaries of Orange County should not be considered for approval or formally proposed by the Osceola County Expressway Authority unless and until the proposed alignment is the subject to additional noticed community meetings held at a location inside Orange County that is convenient to the residents and owners of land and businesses within the vicinity of the proposed alignment.

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

April 12, 2018

ITEM "D"  
CFC BOB 4/12/18

### COMMUNICATIONS AND PUBLIC OUTREACH

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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REQUEST PULLING THIS ITEM ?



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**MATEER HARBERT, P.A.**  
225 East Robinson Street, Ste. 600  
Orlando, Florida 32801  
Telephone (407) 425-9044  
Facsimile (407) 423-2016

Parcel 112A  
Project 599-2260  
**AGENDA ITEM "D"**  
Excerpt from Agenda  
Packet for 4/12/18  
CFX BOD Meeting  
Consent Agenda, Item 12

**MEMORANDUM**

**TO: Central Florida Expressway Authority Board Members**

**FROM: Jay W. Small, Right of Way Counsel  
Mateer Harbert, P.A.**



**DATE: April 5, 2018**

Different Date from documents published with R/W  
Committee Meeting Agenda

**RE: Lake Nona Land Company, LLC; Project 599-2260; Parcel 112A;  
Purchase Agreement**

Mateer Harbert, P.A., serves as right of way counsel to the Central Florida Expressway Authority ("CFX") for the acquisition of right of way for Project 599-2260. Staff negotiated a real estate acquisition agreement with Lake Nona Land Company, LLC ("Lake Nona"), to purchase Parcel 112A. We are submitting this memorandum and recommendation concerning that agreement.

**Description and Background**

Parcel 112A comprises a taking of 1.668 acres of wetlands. The parent tract to Parcel 112A is a larger parcel of approximately 186.89 gross acres having Tax I.D. Parcel No. 22-24-30-0000-00-006. The parent tract is located at the northeast quadrant of the interchange at Boggy Creek Road and the Central Florida Greenway, S.R. 417, in the City of Orlando. It is also generally located in the northwest portion of the Lake Nona Planned Development. Copies of a Tax Parcel map and aerial photograph of the parent tract are attached as exhibits "1" and "2". An aerial photograph of Parcel 112A is attached as exhibit "3". A legal description and sketch of Parcel 112A are attached as exhibit "4".

The property was appraised by Harry W. Collison, Jr., with The Real Estate Consortium. His estimate of value as of March 15, 2018, is \$96,000.00. Walter N. Carpenter, MAI, of Pinel & Carpenter, Inc., reviewed Mr. Collison's appraisal report.

CFX staff has negotiated a purchase agreement based on a price of \$50,000.00 per acre or \$83,400.00.

This acquisition agreement was negotiated under the terms of a series of earlier agreements respecting the Osceola County Expressway Extension. The agreement will reflect that it is under threat of condemnation. On August 15, 2016, Osceola County, CFX, and the

Osceola County Expressway Authority (“OCX”) entered into an Interlocal Agreement as of August 15, 2016 (the “Transition Agreement”), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from west of Boggy Creek Road to the Proposed Northeast Connector Expressway, a proposed additional segment of the Osceola Parkway Extension Project.

As currently proposed in the OCX 2040 Master Plan, the Osceola Parkway Extension Project will extend east approximately two miles to an intersection with a proposed new north-south arterial.

Funds for reimbursement for the acquisition of Parcel 112A are available from third-party sources pursuant to a series of previous agreements. On February 20, 2018, Osceola County and CFX entered into an Interlocal Agreement for Third-Party Funding (“Funding Agreement”), which was joined for limited purposes by First American Title Insurance Company, a Florida corporation (“FATIC”). Section 3 of the Funding Agreement provides for the availability of third-party funds for right of way acquisition purposes pursuant to agreements among Osceola County, CFX, the Florida Department of Transportation (“FDOT”), and Farmland Reserve, Inc., a Utah nonprofit corporation (“FRI”) and All Aboard Florida – Operations, Inc., a Delaware limited liability company (“AAF”) for the design and acquisition of right-of-way for the Osceola Parkway Extension.

Section 5 of the Funding Agreement established the procedures for securing third-party funding of the acquisition of Parcel 112A. Per the Funding Agreement, CFX staff has identified Parcel 112A as necessary for the Osceola Parkway Extension and for transportation related purposes for the Central Florida Greenway and as eligible for FDOT and FRI/AAF reimbursement. Under Section 5, subject of Right of Way and Board approval, CFX staff have negotiated the business terms for the acquisition of the property as indicated in the Real Property Acquisition Agreement attached as Exhibit “5”.

Under the Funding Agreement, the acquisition of Parcel 112A is subject to approval by the Osceola County Board of County Commissioners. After approval, Osceola County will notify CFX of the closing date, the total amount required to satisfy the County’s obligations under the acquisition agreement, deliver a special warranty deed conveying Parcel 112A to CFX in substantially the form as the deed attached as Exhibit “6”, and requisition funds from FDOT and FRI/AFF for their share of the right of way acquisition costs. After receipt of the requisitioned amount, Osceola County shall remit the sums received to CFX.

Legal counsel for Osceola County and Lake Nona are reviewing the terms of the acquisition agreement and will provide CFX with their comments thereto.

### Recommendation

I respectfully request the Board's approval of the acquisition agreement in substantially the form as attached as Exhibit "5". The Right of Way Committee reviewed this agreement on April 4, 2018 and recommended that the Board approve substantially this form of the acquisition agreement.

Reviewed by: Joseph L. Passiatore  
Joseph L. Passiatore

## **Attachments**

1. Tax Parcel Map
2. Aerial photograph of Parent Tract
3. Aerial photograph of Parcel 112A
4. Legal description and sketch of Parcel 112A;
5. Real Estate Purchase Agreement; and
6. Special Warranty Deed.

TAX PARCEL 22-24-30-0000-00-006

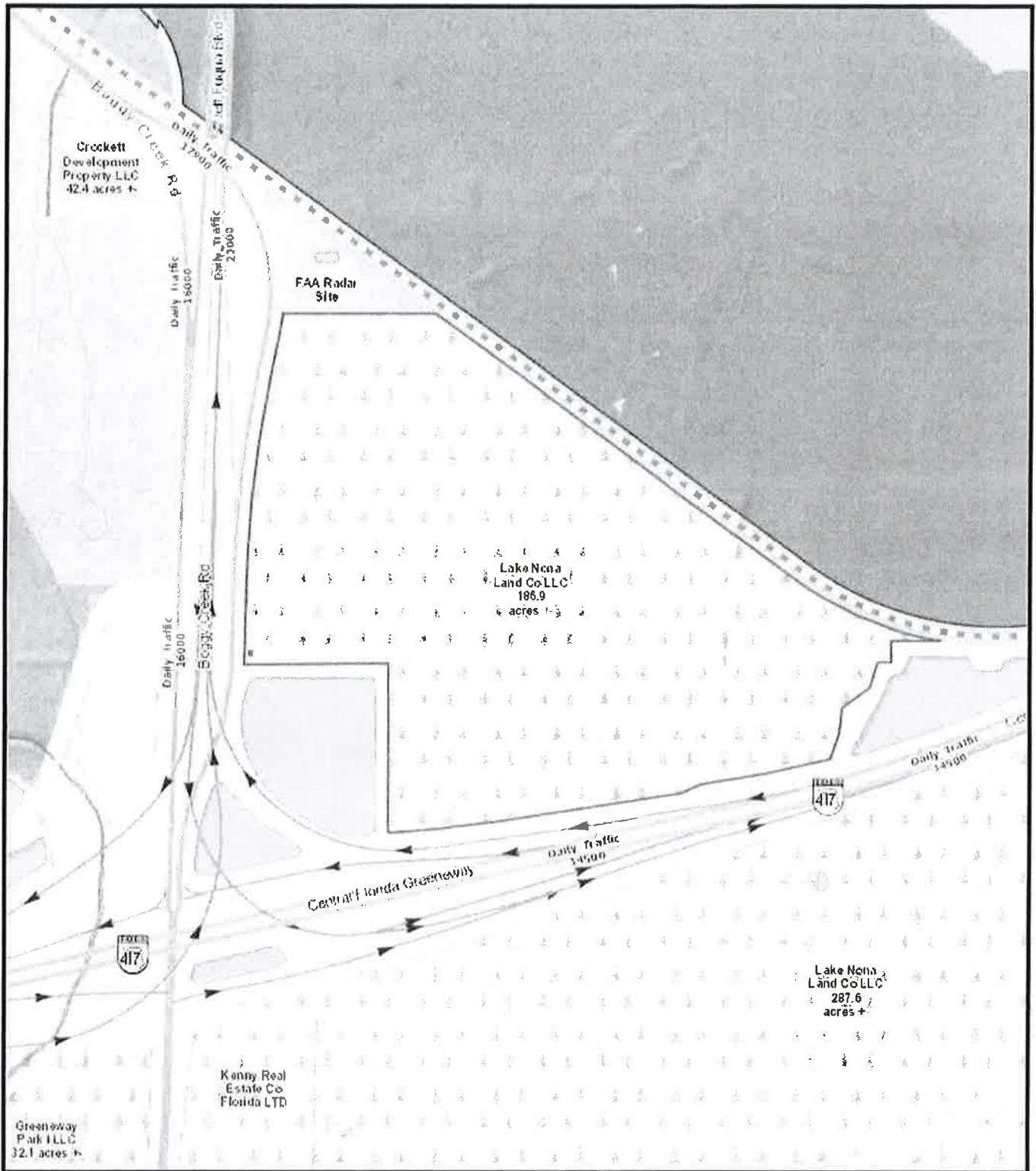
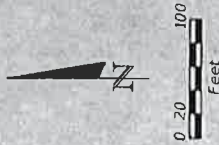
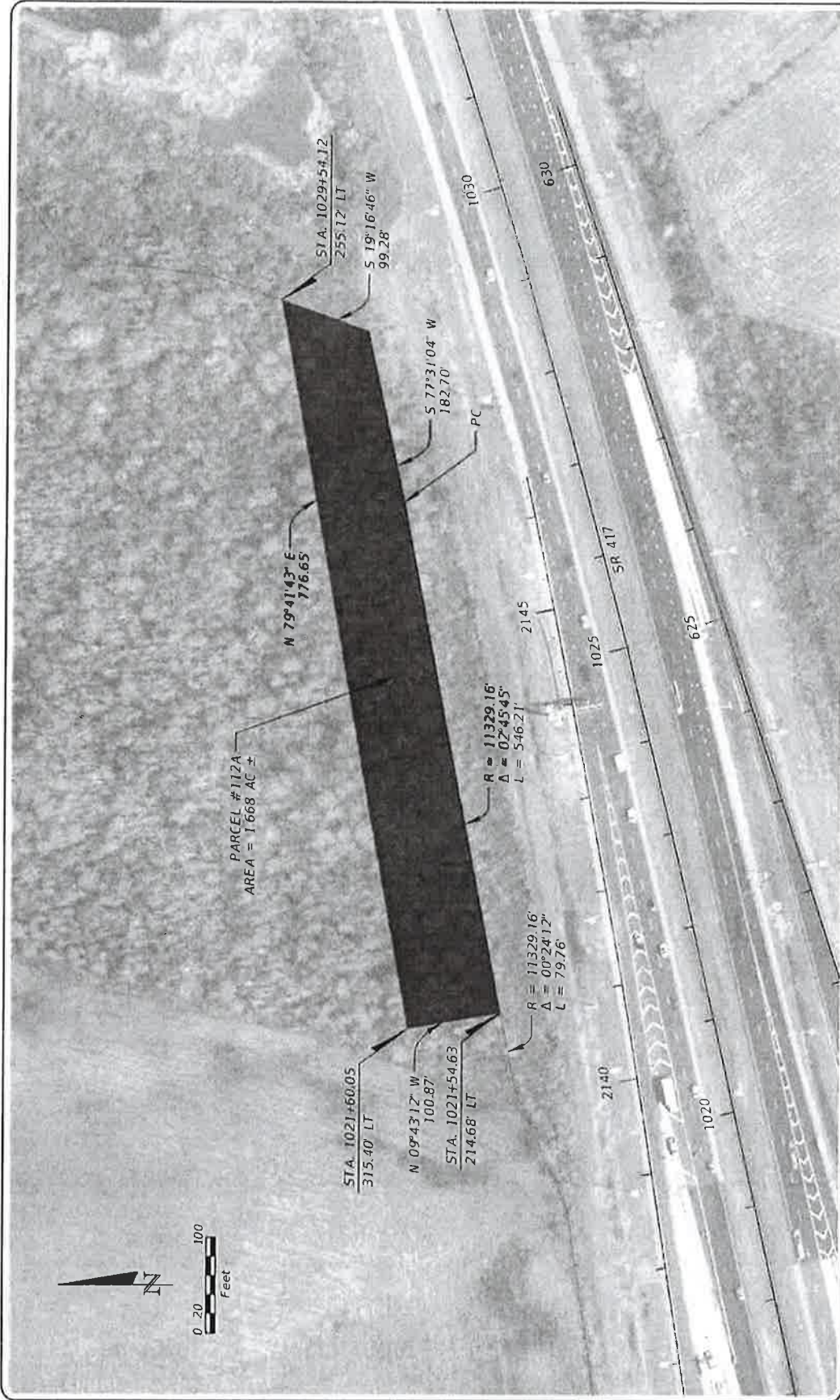


EXHIBIT 1



AERIAL PHOTOGRAPH





PROJECT NUMBER

ROAD NUMBER

OSCEOLA PARKWAY EXTENSION - PARCEL 112A

EXHIBIT 3



OSCEOLA PARKWAY EXTENSION  
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 ESTATE: FEE SIMPLE

*TITLE PROBLEM  
 WITHIN ORANGE COUNTY.  
 APPROVED ALIGNMENT?*

**LEGAL DESCRIPTION**

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.76 FEET TO A POINT LYING 214.68 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.63 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 776.65 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.668 ACRES, MORE OR LESS.

Title work will reveal Orange County Resolution 2014-M-34, Section 1. See CFX Board Minutes, 03/08/18, Exhibit "A" and Exhibit "B".

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING SOUTH 01°40'11" WEST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

| REVISION | BY | DATE |
|----------|----|------|
|          |    |      |
|          |    |      |
|          |    |      |

H. Paul deVivero, Professional Land Surveyor No. 4990 DATE \_\_\_\_\_

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 Date: APRIL 03, 2018  
 Project No.: D08-01  
 Drawn: RJG Chkd.: RJH/DPW

**OSCEOLA PARKWAY EXTENSION  
 CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 PARCEL 112A**

**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 SOUTH INTERNATIONAL PARKWAY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: (407) 878-0841  
 Land Surveyor Business License No. 6556

**SKETCH OF DESCRIPTION**

**POINT OF COMMENCEMENT**  
 NW CORNER OF THE NE 1/4 OF SECTION 27,  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 4"x4" CONCRETE MONUMENT  
 PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS  
 FROM STATION 932+48.49 TO 1041+14.75  
 CFX PROJECT 454

**ABBREVIATIONS**

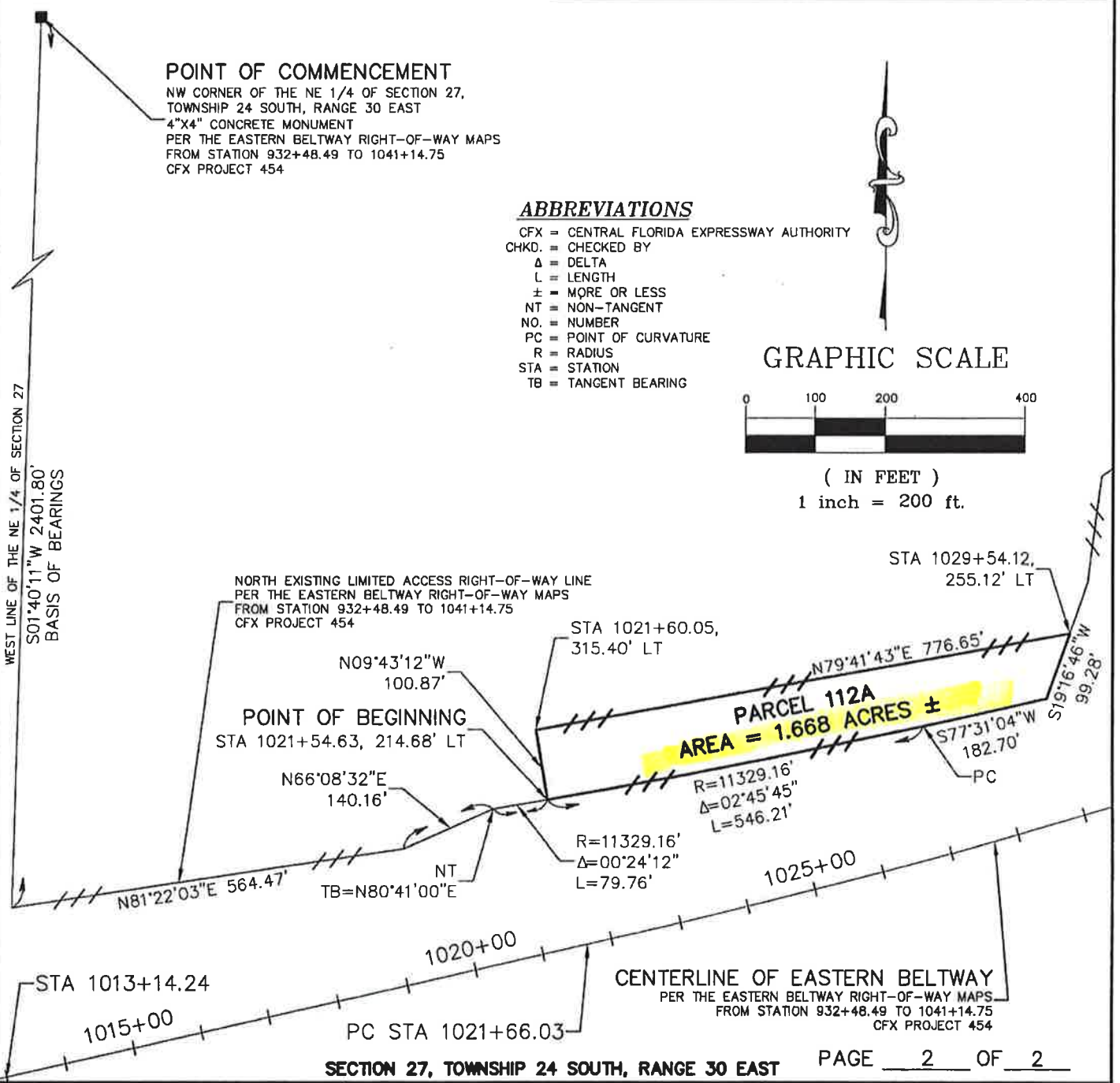
- CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
- CHKD. = CHECKED BY
- Δ = DELTA
- L = LENGTH
- ± = MORE OR LESS
- NT = NON-TANGENT
- NO. = NUMBER
- PC = POINT OF CURVATURE
- R = RADIUS
- STA = STATION
- TB = TANGENT BEARING



**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 200 ft.



SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST

PAGE 2 OF 2

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 Date: APRIL 03, 2018  
 Project No.: D08-01  
 Drawn: RJG Chkd.: RJH/DPW

**OSCEOLA PARKWAY EXTENSION  
 CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
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 Land Surveyor Business License No. 6556

CURSORY REVIEW  
4/11/18  
KWB

PARCEL NO. 112A  
PROJECT 599-2260

**REAL ESTATE ACQUISITION AGREEMENT**

This **REAL ESTATE ACQUISITION AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation** (“Owner”), whose address is 699 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, and whose U.S. Taxpayer Identification Number is 27-1740765; and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, (“COUNTY”), whose address is 1 Courthouse Square, Kissimmee, Florida 34741.

**WITNESSETH:**

**WHEREAS**, Owner is the fee simple owner of a certain parcel of real property located in Osceola County, Florida (the “Property”), being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, the County, the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II (“CFX”) and the Osceola County Expressway Authority (“OCX”) have entered into an Interlocal Agreement as of August 15, 2016 (the “Transition Agreement”), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the OCX 2040 Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the “Osceola Parkway Extension “); and

**WHEREAS**, the County, and CFX have entered into an Interlocal Agreement for Third-Party Funding as of February 20, 2018 (“Funding Agreement”), which agreement was joined for limited purposes by the First American Title Insurance Company, a Florida corporation; and

**WHEREAS**, CFX has identified the Property as necessary under the Funding Agreement; and

**WHEREAS**, CFX has negotiated the business terms for acquisition of the Property under the Funding Agreement; and

WHEREAS, the County desires to acquire the Property as right of way for future construction and maintenance of transportation related facilities ("Project"), or for other appropriate and legally authorized uses, and the County is required by law to furnish same for such purpose; and

WHICH PROJECT? WHERE ARE MAPS?

PLANS?

WHEREAS, the County desires to purchase from Owner the fee simple interest in the Property; and

WHEREAS, Owner desires to sell to the County and the County desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the County to Owner, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the County and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Buy and Sell.** Owner agrees to sell to the County and the County agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
3. **Parties.** All parties to this Agreement hereby acknowledge that the terms contained in section 20.055(5), Florida Statutes, may apply to this Agreement to the extent required by said statute. The parties hereby agree to comply with this subsection of Florida Statutes.

4. **Purchase Price.** The total Property to be purchased from Owner is 1.668 acres, more or less, and includes any and all site improvements (the "Property"). The County shall pay Owner for the Property the sum of Eighty-Three Thousand, Four Hundred and 00/100 Dollars (\$83,400.00), (the "Purchase Price") which Purchase Price shall be paid by the County to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Broad and Cassel, LLP trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner's remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

5. **County's Right of Inspection.**

ATTORNEY'S FEES?

(a) **Right of Inspection.** The County shall at all times prior to the scheduled date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the County, in its discretion, deems necessary or desirable to determine the suitability of the Property for its



intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. The County may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). The County may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to the County in its sole discretion. In the event the County determines that said report is not satisfactory, the County may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement.

(b) Termination. In the event County elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 5(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 12 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, County hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for County, or damages or injuries to persons or property, or the Property, arising out of County's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 5(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by County or County's employees, agents, or consultants. In the event County terminates this Agreement during the inspection period County shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 5, as to all of County's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 5, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

6. Evidence of Title. Within fifteen (15) days of the Effective Date of this Agreement, the County shall, at the County's sole cost and expense, obtain, and provide to Owner, a commitment from First American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title

WHAT IS EFFECTIVE DATE? // TITLE WORK

NEEDS TO INCLUDE  
ORANGE CO. RESOLUTION  
2014-M-34  
dated 7/15/2014

company to deliver to the County a policy of Owner's Title Insurance which shall insure the County's title to the Property in an amount equal to the Purchase Price. The County shall have ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the County. Owner shall have fifteen (15) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the County shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to the County, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the County's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the County, shall be deemed and collectively referred to herein as the "Permitted Exceptions". County shall take title to the Property subject to the Permitted Exceptions. At Closing, the County shall pay the premium for the Owner's Title Insurance Policy to be issued.

7. **Survey.** The County shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to the County and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to the County shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

8. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before \_\_\_\_\_ ( ) days after the Effective Date or such earlier date selected by the County by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the County, or the County's attorney, or any other place which is mutually acceptable to the parties.

(b) **Conveyance of Title.** At the Closing, Owner shall execute and deliver to the County a Special Warranty Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying fee simple marketable record title to the Property to the County, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which County has not objected or which County has agreed to accept subject to pursuant to Sections 5.

(c) **Conveyance of Possession.** Title shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove

all personal property not included in this transaction that Owner intends to remove from the Property and for which the County has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the County at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in Exhibit "B," or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the County will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(d) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Osceola County Property Appraiser, the Osceola County Tax Collector and/or other applicable governmental County.

(e) Closing Costs. The County shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to the County hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the County, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should the County desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should the County desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Osceola County, Florida.

(f) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as Exhibit "D").

9. Maintenance of Property. From and after the date hereof and until physical possession of the Property has been delivered to the County, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all



taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

10. **Warranties and Representations of Owner.** To induce the County to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by the County and shall survive Closing;

(a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the County.

(c) Owner has the full right, power and County to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.

(d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Owner has no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the County's use of the Property.



(g) Owner has no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to the County when such knowledge is first available to Owner; and in the event of any change which may be deemed by the County to be materially adverse, the County may, at its election, terminate this Agreement.


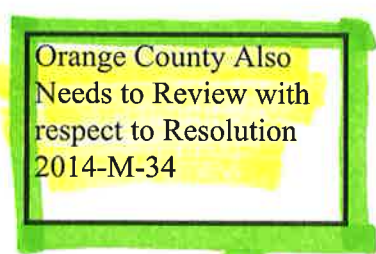
#### 11. Defaults.

(a) Owner Default. In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct, or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; County may exercise the following rights and remedies: (i) County shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (County acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the County from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

(b) County Default. In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole

discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

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

|                 |  |   |
|-----------------|--|---|
| County:         | <b>OSCEOLA COUNTY</b><br>1 Courthouse Square<br>Kissimmee, FL 34741  | <br> |
| With a copy to: | Andrew W. Mai, Esq.<br><b>OSCEOLA COUNTY<br/>COUNTY ATTORNEY</b><br>1 Courthouse Square<br>Suite 4200<br>Kissimmee, FL 34741   |   |
| Owner:          | <b>LAKE NONA LAND COMPANY, LLC</b><br>6900 Tavistock Lakes Blvd., Suite 200<br>Orlando, Florida 32827  |   |
| With a copy to: | Robert F. Mallett, Esq.<br><b>BROAD AND CASSEL, LLP</b><br>390 N. Osceola Avenue, Suite 1400<br>Orlando, Florida 32801<br>Telephone (407) 839-4200<br>Facsimile (407) 425-8377 |   |

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

13. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and the Osceola County. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their

respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Osceola County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

14. **Survival of Provisions.** Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

15. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

17. **Waiver of Jury Trial.** OWNER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IS SELLER

WAIVING ATTORNEY FEES?

DID R/W COMMITTEE APPROVE ATT ORNEY'S FEES?

19. **Effective Date.** When used herein, the term “Effective Date” or the phrase “the date hereof” or “the date of this Agreement” shall mean the last date that either the County or Owner executes this Agreement.

20. **Release of County.** By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner’s execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge the County, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner’s conveyance of the Property to the County or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner’s remaining property, or other severance damages to Owner’s remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner’s agreement to the foregoing, in which event if there is any conflict between the terms of the covenant and the deed and the terms of this Section, the terms of the covenant in the deed shall control.

21. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

22. **Indemnifications Regarding Brokers, Finders, Etc.** Owner represents and warrants to Osceola County, and Osceola County likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Osceola County, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys’ fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of Osceola County (as to the indemnity obligations of Osceola County) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

23. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Osceola County, Florida.

24. **Waiver/Time.** The waiver of any breach of any provision hereunder by Osceola County or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a



Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or federal holidays.

25. Representation by Counsel. County and Seller are both represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

**THE NEXT PAGE IS THE SIGNATURE PAGE**

"CONDEMNATION"

ATTORNEY  
FEES  
?

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**WITNESSES:**

**“OWNER”**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESSES:**

**“COUNTY”**

**OSCEOLA COUNTY, FLORIDA**

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_

Chairman/Vice Chairman

Board of County Commissioners

\_\_\_\_\_  
Print Name \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**SCHEDULE OF EXHIBITS**

| <b>EXHIBIT</b> | <b>DESCRIPTION</b>                   |
|----------------|--------------------------------------|
| <b>A</b>       | Legal Description – The Property     |
| <b>B</b>       | Schedule – Permitted Exceptions      |
| <b>C</b>       | Form – Special Warranty Deed         |
| <b>D</b>       | Form – Beneficial Interest Affidavit |

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Project 599-2260  
Parcel No.: 112A

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 86°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.78 FEET TO A POINT LYING 214.68 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.83 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 776.85 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 89.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 548.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.688 ACRES, MORE OR LESS.



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**

?

**EXHIBIT "C"**

**FORM – SPECIAL WARRANTY DEED**

**Project 599-2260  
Parcel 112A**

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the \_\_\_\_ day of \_\_\_\_\_, 2018 by LAKE NONA LAND COMPANY, LLC, a Florida Limited Company ("Owner"), whose address is \_\_\_\_\_, hereinafter referred to as "Grantor," to OSCEOLA COUNTY, a charter county and political subdivision of the State of Florida, and whose mailing address is 1 Courthouse Square, Kissimmee, FL 34741, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

**SEE ATTACHED EXHIBIT "A" (the "Property")**

**TOGETHER WITH** all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

**SUBJECT TO** those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

**SUBJECT TO** as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

**TO HAVE AND TO HOLD** the same, in fee simple forever.

**AND** Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

**AND** by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject

property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC, a Florida limited liability corporation**, the \_\_\_\_\_, on behalf of the Company. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit "A" to Special Warranty Deed

Project 599-2260  
Parcel No.: 112A

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2584-2587 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 584.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.78 FEET TO A POINT LYING 214.88 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.83 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 776.85 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 89.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.18 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.688 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS  
Lake Nona Land Company, LLC

NONE

ORANGE COUNTY RESOLUTION <sup>(?)</sup>  
2014-M-34 <sup>(?)</sup>

**EXHIBIT "D"**

**DISCLOSURE OF INTERESTS IN REAL PROPERTY**

**TO:** Fred Hawkins, Jr., Chairman, **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida,

**FROM:** **LAKE NONA LAND COMPANY, LLC, a Florida Limited Corporation**

**SUBJECT:** Project 599-2260, Parcel 112A as more particularly described in Exhibit "A" attached hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the \_\_\_\_ day of \_\_\_\_\_, 2018 is as follows:

| Name  | Address | Percentage of Ownership |
|-------|---------|-------------------------|
| _____ | _____   | ?                       |
| _____ | _____   |                         |
| _____ | _____   |                         |
| _____ | _____   |                         |

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to Osceola County, Florida.

**[SIGNATURE AND NOTARY ON NEXT PAGE]**



**SELLER**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA \_\_\_\_\_  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation.** He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Disclosures of Interests in Real Property**

Project 599-2260  
Parcel No.: 112A

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3484, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 88°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.76 FEET TO A POINT LYING 214.88 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.63 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 778.85 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'48" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.18 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.668 ACRES, MORE OR LESS.

4820-2216-8159, v. 2

Project 599-2260  
Parcel 112A

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II, and whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

**TOGETHER WITH** all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

**SUBJECT TO** those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

**SUBJECT TO** as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining

property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**OSCEOLA COUNTY, FLORIDA,**  
a charter county and political subdivision of  
the State of Florida

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, the \_\_\_\_\_, on behalf of the Company. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit "A" to Special Warranty Deed

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 88°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.76 FEET TO A POINT LYING 214.88 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.63 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 778.65 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.666 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS  
Lake Nona Land Company, LLC

NONE

?

TITLE WORK

ORANGE COUNTY RESOLUTION?

2014-M-34



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## RIGHT OF WAY COMMITTEE

Agenda

April 4, 2018

1. CALL TO ORDER

2. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes, the Right of Way Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.

3. APPROVAL OF MINUTES

Requesting approval of the March 8, 2018 minutes.  
Action Item.

4. PROJECT 599-2260, PARCEL 112 A  
LAKE NONA LAND COMPANY, LLC.  
PURCHASE AGREEMENT

– Jay W. Small, Mateer Harbert, P.A.

Requesting the Committee's recommendation for Board approval of the proposed purchase agreement.

Action Item.

OSCEOLA  
PARKWAY  
(Document Attached)

5. S.R. 429 WEKIVA PARKWAY PROJECT 429-204, PARCEL 251 (AMERICAN FINANCE)  
TENANT: RICHARD CRABB

– Suzanne M. Driscoll, *Shutts & Bowen*

Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to supplemental attorneys' fees and litigation costs incurred in the resolution of the tenant's leasehold interest claim against American Finance's as to Parcel 251.

Action Item.

6. S.R. 429 WEKIVA PARKWAY PROJECT 429-202, PARCELS 112 (A & B), 712  
OWNERS: ROBERT AND CYNTHIA HENDERSON; EXPERT: POWER ACOUSTICS

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the proposed Settlement Agreement as to the Expert Fees and Costs of Power Acoustics.

Action Item.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## RIGHT OF WAY COMMITTEE

### Agenda

April 4, 2018

7. **S.R. 417, DYNAMIC MESSAGE SIGN ON JEFF FUQUA BOULEVARD**  
**OWNER: GREATER ORLANDO AVIATION AUTHORITY ("GOAA")**

– *Linda Brehmer Lanosa, CFX*

Requesting the Committee's recommendation for Board approval of the proposed License Agreement with GOAA for the installation of a Dynamic Message Sign.

**Action Item.**

8. **OTHER BUSINESS**

9. **ADJOURNMENT**

### THIS MEETING IS OPEN TO THE PUBLIC

Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at (407) 690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at [Iranetta.dennis@CFXway.com](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.

**MATEER HARBERT, P.A.**  
**225 East Robinson Street, Ste. 600**  
**Orlando, Florida 32801**  
**Telephone (407) 425-9044**  
**Facsimile (407) 423-2016**

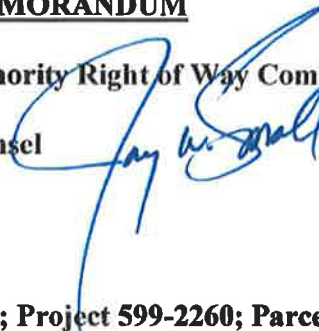
Excerpted from  
Agenda Packet  
Right-of-way  
Committee Meeting  
4/4/18

Parcel 112A  
Project 599-2260

**MEMORANDUM**

**TO: Central Florida Expressway Authority Right of Way Committee**

**FROM: Jay W. Small, Right of Way Counsel**  
**Mateer Harbert, P.A.**



**DATE: March 28, 2018**

**RE: Lake Nona Land Company, LLC; Project 599-2260; Parcel 112A;**  
**Purchase Agreement**

Mateer Harbert, P.A., serves as right of way counsel to the Central Florida Expressway Authority ("CFX") for the acquisition of right of way for Project 599-2260. Staff have negotiated a real estate acquisition agreement with Lake Nona Land Company, LLC ("Lake Nona"), to purchase Parcel 112A. We are submitting this memorandum and recommendation concerning that agreement.

**Description and Background**

Parcel 112A comprises a taking of 1.848 acres. The parent tract to Parcel 112A is a larger parcel of approximately 186.89 gross acres have Tax I.D. Parcel No. 22-24-30-0000-00-006. The parent tract is located at the northeast quadrant of the interchange at Boggy Creek Road and the Central Florida Greenway, S.R. 417, in the City of Orlando. It is also generally located in the northwest portion of the Lake Nona Planned Development. Copies of a Tax Parcel map and aerial photograph of the parent tract are attached as exhibits "1" and "2". An aerial photograph of Parcel 112A is attached as exhibit "3". A legal description and sketch of Parcel 112A are attached as exhibit "4".

The property was appraised by Harry W. Collison, Jr., with The Real Estate Consortium. His estimate of value as of March 25, 2018, is \$200,000.00, which is the basis of the contract price. Walter N. Carpenter, MAI, of Pinel & Carpenter, Inc., reviewed Mr. Collison's appraisal report.

This acquisition agreement was negotiated under the terms of a series of earlier agreement respecting the Osceola County Expressway Extension. On August 15, 2016, Osceola County, CFX, and the Osceola County Expressway Authority ("OCX") entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from west of

Not under threat of condemnation

Boggy Creek Road to the Proposed Northeast Connector Expressway, a proposed additional segment of the Osceola Parkway Extension Project.

As currently proposed in the OCX 2040 Master Plan, the Osceola Parkway Extension Project will extend east approximately two miles to an intersection with a proposed new north-south arterial.

Funds for the acquisition of Parcel 112A are available from third-party sources pursuant to a series of previous agreements. On February 20, 2018, Osceola County and CFX entered into an Interlocal Agreement for Third-Party Funding ("Funding Agreement"), which was joined for limited purposes by First American Title Insurance Company, a Florida corporation ("FATIC"). Section 3 of the Funding Agreement provides for the availability of third-party funds for right of way acquisition purposes pursuant to agreements among Osceola County, CFX, the Florida Department of Transportation ("FDOT"), and Farmland Reserve, Inc., a Utah nonprofit corporation ("FRI") and All Aboard Florida – Operations, Inc., a Delaware limited liability company ("AAF") for the design and acquisition of right-of-way for the Osceola Parkway Extension.

Section 5 of the Funding Agreement establishes the procedures for securing third-party funding of the acquisition of Parcel 112A. Per the Funding Agreement, CFX staff has identified Parcel 112A as necessary for the Osceola Parkway Extension and for transportation related purposes for the Central Florida Greenway and as eligible for FDOT and FRI/AAF reimbursement. Under Section 5, subject of Right of Way and Board approval, CFX staff have negotiated the business terms for the acquisition of the property as indicated in the Real Property Acquisition Agreement attached as Exhibit "5".

Under the Funding Agreement, the acquisition of Parcel 112A is subject to approval by the Osceola County Board of County Commissioners. After approval, Osceola County will notify CFX of the closing date, the total amount required to satisfy the County's obligations under the Acquisition Agreement, deliver a special warranty deed conveying Parcel 112A to CFX in substantially the form as the deed attached as Exhibit "6", and requisition funds from FDOT and FRI/AFF for their share of the right of way acquisition costs. After receipt of the requisitioned amount, Osceola County shall remit the sums received to CFX.

Legal counsel for Osceola County and Lake Nona are reviewing the terms of the acquisition agreement.

### **Recommendation**

We request that the Right of Way Committee recommend to the Board that the Board approve the acquisition agreement in substantially the form as attached as Exhibit "5".

## **Attachments**

- 1. Tax Parcel Map**
- 2. Aerial photograph of Parent Tract**
- 3. Aerial photograph of Parcel 112A**
- 4. Legal description and sketch of Parcel 112A;**
- 5. Real Estate Purchase Agreement; and**
- 6. Special Warranty Deed.**



TAX PARCEL 22-24-30-0000-00-006

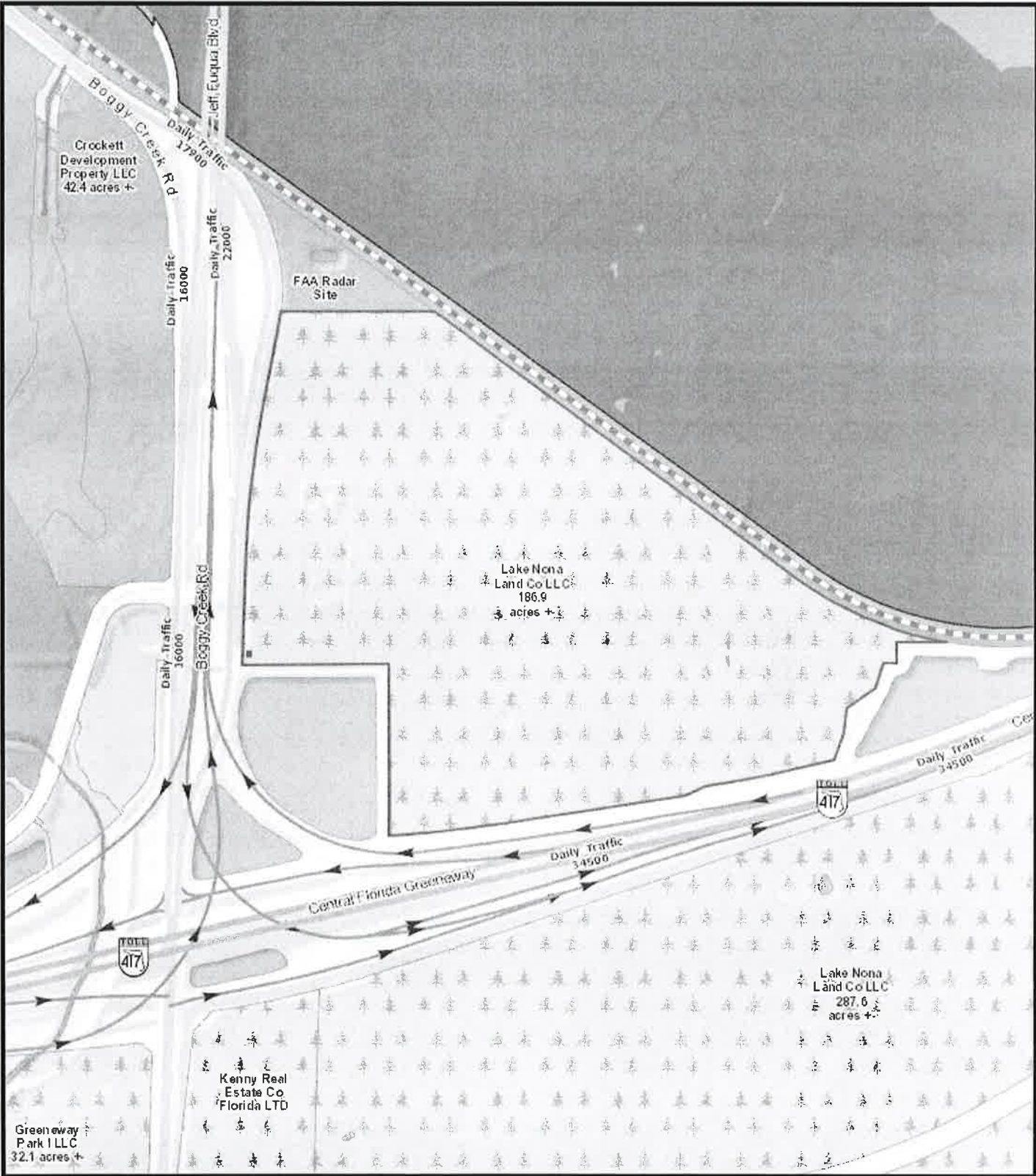


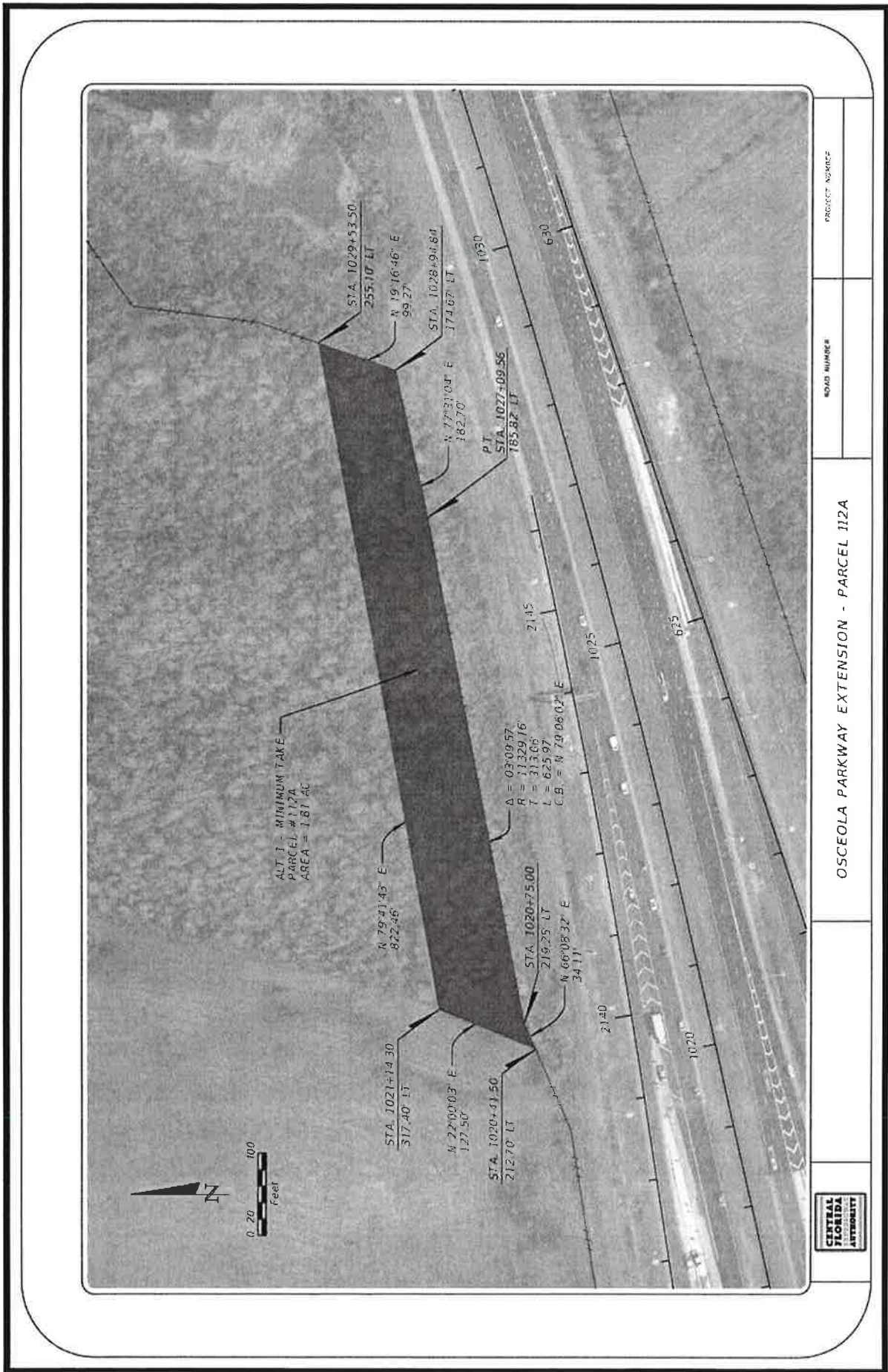
EXHIBIT 1



AERIAL PHOTOGRAPH







✗ ORANGE COUNTY  
 RESOLUTION 2014-M-34  
 IN TITLE WORK, IF CONDUCTED

OSCEOLA PARKWAY EXTENSION  
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

PARCEL 112A

TITLE PROBLEM IF NOT APPROVED BY  
 ORANGE COUNTY

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

NO TITLE WORK ✗

**GENERAL NOTES:**

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING SOUTH 01°40'11" WEST, AN ASSUMED DATUM.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- THIS SKETCH IS NOT A SURVEY.

PAGE 1 OF 2

|          |    |      |
|----------|----|------|
| REVISION | BY | DATE |
|          |    |      |
|          |    |      |
|          |    |      |

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990 \_\_\_\_\_ DATE \_\_\_\_\_

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 Date: MARCH 21, 2018  
 Project No.: D08-01  
 Drawn: RJG Chkd.: RJH/DPW

OSCEOLA PARKWAY EXTENSION  
 CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 PARCEL 112A



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

1349 SOUTH INTERNATIONAL PARKWAY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841  
 Land Surveyor Business License No. 8556



# SKETCH OF DESCRIPTION

## POINT OF COMMENCEMENT

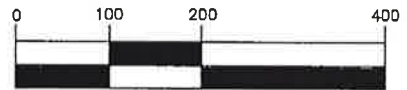
NW CORNER OF THE NE 1/4 OF SECTION 27,  
TOWNSHIP 24 SOUTH, RANGE 30 EAST  
4"X4" CONCRETE MONUMENT  
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS  
FROM STATION 932+48.49 TO 1041+14.75  
CFX PROJECT 454

## ABBREVIATIONS

CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CHKD. = CHECKED BY  
Δ = DELTA  
L = LENGTH  
± = MORE OR LESS  
NT = NON-TANGENT  
NO. = NUMBER  
PC = POINT OF CURVATURE  
R = RADIUS  
REF# = REFERENCE NUMBER  
STA = STATION

| LINE TABLE |             |          |
|------------|-------------|----------|
| REF#       | BEARING     | DISTANCE |
| L1         | N66°08'32"E | 106.05'  |
| L2         | S66°08'32"W | 34.11'   |

## GRAPHIC SCALE



( IN FEET )

1 inch = 200 ft.

WEST LINE OF THE NE 1/4 OF SECTION 27  
S01°40'11"W 2401.80'  
BASIS OF BEARINGS

NORTH EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE  
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS  
FROM STATION 932+48.49 TO 1041+14.75  
CFX PROJECT 454

STA 1021+14.30,  
317.40' LT

STA 1029+54.12,  
255.12' LT

**PARCEL 112A**  
**AREA = 1.848 ACRES ±**

R=11329.16'  
Δ=03°09'57"  
L=625.97'

N22°00'03"E  
127.50'  
L2

S19°16'46"W  
99.28'

N81°22'03"E 564.47'

POINT OF BEGINNING  
STA 1020+41.50, 212.70' LT

1025+00

CENTERLINE OF EASTERN BELTWAY  
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS  
FROM STATION 932+48.49 TO 1041+14.75  
CFX PROJECT 454

STA 1013+14.24  
1015+00

PC STA 1021+66.03

SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST

PAGE 2 OF 2

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: MARCH 21, 2018

Project No.: D08-01

Drawn: RJG Chkd.: RJH/DPW

OSCEOLA PARKWAY EXTENSION  
CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
PARCEL 112A



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556



**REAL ESTATE ACQUISITION AGREEMENT**

This **REAL ESTATE ACQUISITION AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation** (“Owner”), whose address is 699 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, and whose U.S. Taxpayer Identification Number is 27-1740765; and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, (“COUNTY”), whose address is 1 Courthouse Square, Kissimmee, Florida 34741.

**WITNESSETH:**

**WHEREAS**, Owner is the fee simple owner of a certain parcel of real property located in Osceola County, Florida (the “Property”), being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference; and

**WHEREAS**, the County, the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II (“CFX”) and the Osceola County Expressway Authority (“OCX”) have entered into an Interlocal Agreement as of August 15, 2016 (the “Transition Agreement”), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the OCX 2040 Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the “Osceola Parkway Extension “); and

**WHEREAS**, the County, and CFX have entered into an Interlocal Agreement for Third-Party Funding as of February 20, 2018 (“Funding Agreement”), which agreement was joined for limited purposes by the First American Title Insurance Company, a Florida corporation; and

**WHEREAS**, CFX has identified the Property as necessary under the Funding Agreement; and

**WHEREAS**, CFX has negotiated the business terms for acquisition of the Property under the Funding Agreement; and

**WHEREAS**, the County desires to acquire the Property as right of way for future construction and maintenance of transportation related facilities (“Project”), or for other appropriate and legally authorized uses, and the County is required by law to furnish same for such purpose; and

**WHEREAS**, the County desires to purchase from Owner the fee simple interest in the Property; and

**WHEREAS**, Owner desires to sell to the County and the County desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the County to Owner, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the County and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Buy and Sell.** Owner agrees to sell to the County and the County agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
3. **Parties.** All parties to this Agreement hereby acknowledge that the terms contained in section 20.055(5), Florida Statutes, may apply to this Agreement to the extent required by said statute. The parties hereby agree to comply with this subsection of Florida Statutes.

4. **Purchase Price.** The total Property to be purchased from Owner is 1.848 acres, more or less, and includes any and all site improvements (the “Property”). The County shall pay Owner for the Property the sum of Two Hundred Thousand and No/100 **Dollars (\$200,000.00)**, (the “Purchase Price”) which Purchase Price shall be paid by the County to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Broad and Cassel, LLP trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner’s remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

5. **County’s Right of Inspection.**

(a) **Right of Inspection.** The County shall at all times prior to the scheduled date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the County, in its discretion, deems necessary or desirable to determine the suitability of the Property for its

intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. The County may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). The County may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to the County in its sole discretion. In the event the County determines that said report is not satisfactory, the County may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement.

(b) Termination. In the event County elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 5(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 12 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, County hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for County, or damages or injuries to persons or property, or the Property, arising out of County's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 5(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by County or County's employees, agents, or consultants. In the event County terminates this Agreement during the inspection period County shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 5, as to all of County's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 5, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

6. Evidence of Title. Within fifteen (15) days of the Effective Date of this Agreement, the County shall, at the County's sole cost and expense, obtain, and provide to Owner, a commitment from First American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title

company to deliver to the County a policy of Owner's Title Insurance which shall insure the County's title to the Property in an amount equal to the Purchase Price. The County shall have ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the County. Owner shall have fifteen (15) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the County shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to the County, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the County's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the County, shall be deemed and collectively referred to herein as the "Permitted Exceptions". County shall take title to the Property subject to the Permitted Exceptions. At Closing, the County shall pay the premium for the Owner's Title Insurance Policy to be issued.

7. **Survey.** The County shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to the County and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to the County shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

8. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before \_\_\_\_\_ ( ) days after the Effective Date or such earlier date selected by the County by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the County, or the County's attorney, or any other place which is mutually acceptable to the parties.

(b) **Conveyance of Title.** At the Closing, Owner shall execute and deliver to the County a Special Warranty Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying fee simple marketable record title to the Property to the County, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which County has not objected or which County has agreed to accept subject to pursuant to Sections 5.

(c) **Conveyance of Possession.** Title shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove



all personal property not included in this transaction that Owner intends to remove from the Property and for which the County has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the County at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in Exhibit "B," or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the County will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(d) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Osceola County Property Appraiser, the Osceola County Tax Collector and/or other applicable governmental County.

(e) Closing Costs. The County shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to the County hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the County, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should the County desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should the County desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Osceola County, Florida.

(f) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as Exhibit "D").

9. Maintenance of Property. From and after the date hereof and until physical possession of the Property has been delivered to the County, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all



taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

10. **Warranties and Representations of Owner**. To induce the County to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by the County and shall survive Closing;

(a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the County.

(c) Owner has the full right, power and County to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.

(d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Owner has no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the County's use of the Property.

(g) Owner has no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to the County when such knowledge is first available to Owner; and in the event of any change which may be deemed by the County to be materially adverse, the County may, at its election, terminate this Agreement.

#### 11. **Defaults.**

(a) **Owner Default.** In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct, or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; County may exercise the following rights and remedies: (i) County shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (County acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the County from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

(b) **County Default.** In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole

discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

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

County: **OSCEOLA COUNTY**  
1 Courthouse Square  
Kissimmee, FL 34741

With a copy to: Andrew W. Mai, Esq.  
**OSCEOLA COUNTY**  
**COUNTY ATTORNEY**  
1 Courthouse Square  
Suite 4200  
Kissimmee, FL 34741

Owner: **LAKE NONA LAND COMPANY, LLC**  
6900 Tavistock Lakes Blvd., Suite 200  
Orlando, Florida 32827

With a copy to: Robert F. Mallett, Esq.  
**BROAD AND CASSEL, LLP**  
390 N. Osceola Avenue, Suite 1400  
Orlando, Florida 32801  
Telephone (407) 839-4200  
Facsimile (407) 425-8377

*Title Problem*  
*SEE: ORANGE COUNTY*  
*Resolution 2014-M-34*  
*Needs to go to Orange County BCC*

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

13. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and the Osceola County. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their

respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Osceola County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

14. **Survival of Provisions.** Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

15. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

17. **Waiver of Jury Trial.** OWNER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.



19. **Effective Date.** When used herein, the term “Effective Date” or the phrase “the date hereof” or “the date of this Agreement” shall mean the last date that either the County or Owner executes this Agreement.

20. **Release of County.** By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner’s execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge the County, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner’s conveyance of the Property to the County or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner’s remaining property, or other severance damages to Owner’s remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner’s agreement to the foregoing, in which event if there is any conflict between the terms of the covenant and the deed and the terms of this Section, the terms of the covenant in the deed shall control.

21. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

22. **Indemnifications Regarding Brokers, Finders, Etc..** Owner represents and warrants to Osceola County, and Osceola County likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Osceola County, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys’ fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of Osceola County (as to the indemnity obligations of Osceola County) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

23. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Osceola County, Florida.

24. **Waiver/Time.** The waiver of any breach of any provision hereunder by Osceola County or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a



Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term “business days” shall be those days other than Saturdays, Sundays or federal holidays.

25. **Representation by Counsel.** County and Seller are both represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

**THE NEXT PAGE IS THE SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**“OWNER”**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“COUNTY”**

**OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_

Chairman/Vice Chairman

Board of County Commissioners

Date: \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

| <b>EXHIBIT</b> | <b>DESCRIPTION</b>                   |
|----------------|--------------------------------------|
| A              | Legal Description – The Property     |
| B              | Schedule – Permitted Exceptions      |
| C              | Form – Special Warranty Deed         |
| D              | Form – Beneficial Interest Affidavit |

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Project 599-2260  
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**



**EXHIBIT "C"**

**FORM – SPECIAL WARRANTY DEED**

**Project 599-2260**

**Parcel 112A**

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by LAKE NONA LAND COMPANY, LLC, a Florida Limited Company ("Owner"), whose address is \_\_\_\_\_, hereinafter referred to as "Grantor," to OSCEOLA COUNTY, a charter county and political subdivision of the State of Florida, and whose mailing address is 1 Courthouse Square, Kissimmee, FL 34741, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

**SEE ATTACHED EXHIBIT "A" (the "Property")**

**TOGETHER WITH** all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

**SUBJECT TO** those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

**SUBJECT TO** as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject

property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC, a Florida limited liability corporation**, the \_\_\_\_\_, on behalf of the Company. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Special Warranty Deed**

Project 599-2260  
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**

**EXHIBIT "D"**

**DISCLOSURE OF INTERESTS IN REAL PROPERTY**

TO: Fred Hawkins, Jr., Chairman, **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida,

FROM: **LAKE NONA LAND COMPANY, LLC, a Florida Limited Corporation**

SUBJECT: Project 599-2260, Parcel 112A as more particularly described in Exhibit "A" attached hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the \_\_\_\_ day of \_\_\_\_\_, 2018 is as follows:

| Name  | Address | Percentage of Ownership |
|-------|---------|-------------------------|
| _____ | _____   |                         |
| _____ | _____   |                         |
| _____ | _____   |                         |
| _____ | _____   |                         |

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to Osceola County, Florida.

**[SIGNATURE AND NOTARY ON NEXT PAGE]**



**SELLER**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida Limited Liability Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA \_\_\_\_\_  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation.** He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)  
\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Disclosures of Interests in Real Property**

Project 599-2260  
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

4820-2216-8159, v. 2

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II, and whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

**SEE ATTACHED EXHIBIT "A" (the "Property")**

**TOGETHER WITH** all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

**SUBJECT TO** those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

**SUBJECT TO** as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining

property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**OSCEOLA COUNTY, FLORIDA,**  
a charter county and political subdivision of  
the State of Florida

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of **OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, the \_\_\_\_\_, on behalf of the Company. He / She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Special Warranty Deed**

PARCEL 112A

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CONTAINING 1.848 ACRES, MORE OR LESS.



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**  
**Lake Nona Land Company, LLC**

**NONE**