

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

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

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

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

### **SPECIAL WARRANTY DEED**

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

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

### **W I T N E S S E T H:**

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

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

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

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

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

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

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

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

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

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

[Signatures Appear on the Following Pages]

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

**WINESES:**

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

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

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

\_\_\_\_\_

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

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

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

(MUNICIPAL SEAL)

Attest:

\_\_\_\_\_

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

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

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

\_\_\_\_\_

Title: \_\_\_\_\_ City Clerk

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

Date: \_\_\_\_\_, 2017

STATE OF FLORIDA       )  
                                      )  
COUNTY OF ORANGE    )       ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017 by \_\_\_\_\_, the \_\_\_\_\_ of the CITY OF ORLANDO. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Stamp:

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to form and legality.  
OUC Legal Department.

Date: \_\_\_\_\_, 2017

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

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

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

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

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

(COMMISSION SEAL)

STATE OF FLORIDA       )  
  )  
COUNTY OF ORANGE    )       ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2017,  
by \_\_\_\_\_, the \_\_\_\_\_ of the  
ORLANDO UTILITIES COMMISSION. He/She [ ] is personally known to me or has  
produced \_\_\_\_\_ as identification.

Notary Stamp:

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

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

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

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

Attest:

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

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

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

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

**Parcel 101 B**

**Estate: Fee Simple**

**Purpose: Road Right of Way**

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

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

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


PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 2/14/17	SECTION: 9	<div>SURVEY SECTION</div> <div>4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940</div> <div></div>	DRAWING SCALE: NTS
CHECKED BY: Muscatello	JOB No: 7946	TOWNSHIP: 24		PROJECT NUMBER 7946
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 31		
REVISION DATE:	7946 OUC RR Crossing	SHEET 1 OF 2		

Exhibit A

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

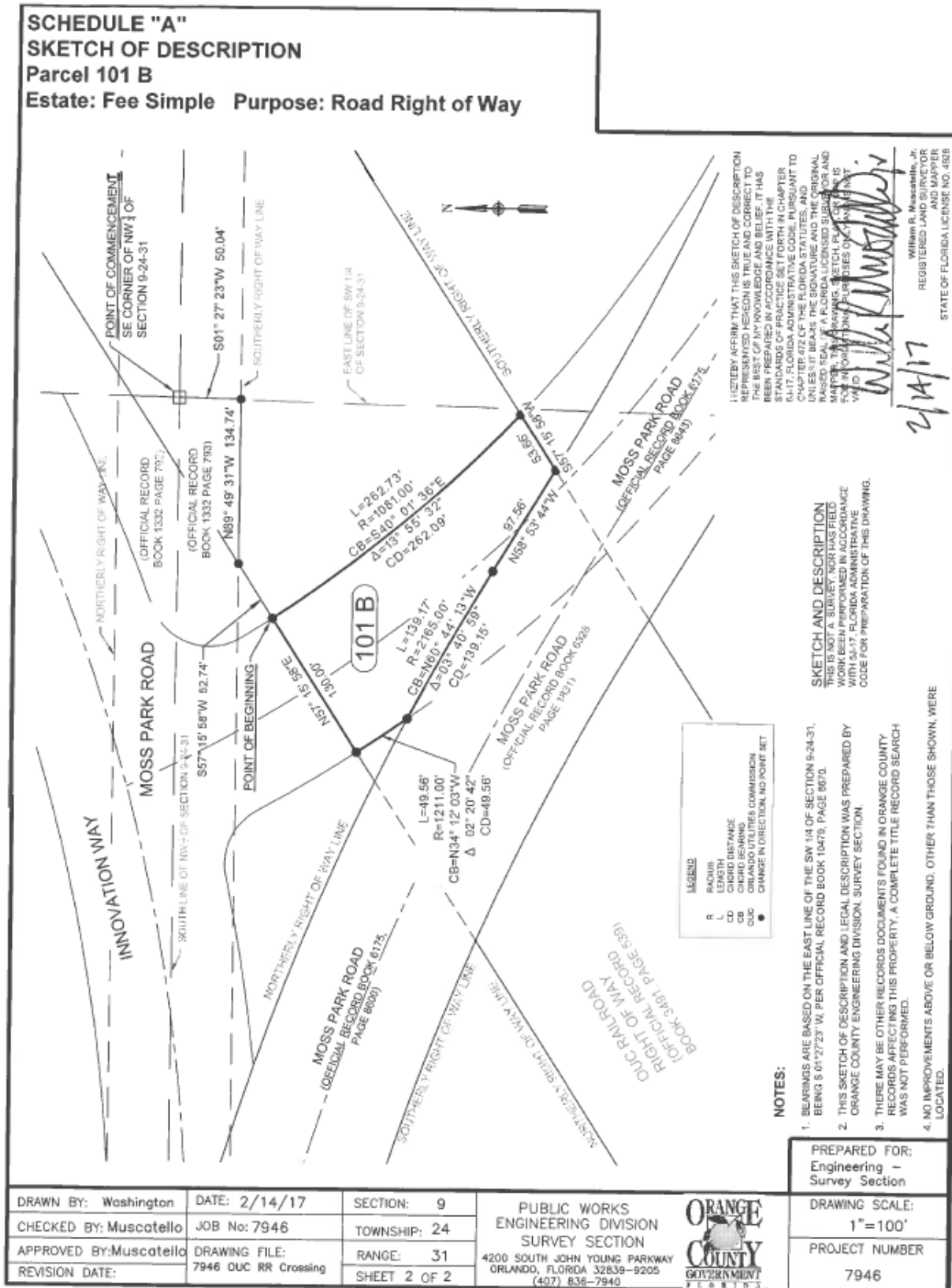


Exhibit B

Special Warranty Deed  
ORL 299476968v2