

***Remington
Community Development District***

Agenda

September 27, 2022

AGENDA

Remington Community Development District Agenda

September 20, 2022

Board of Supervisors
Remington Community
Development District

Dear Board Members,

The Board of Supervisors of the Remington Community Development District will meet **Tuesday, September 27, 2022 at 6:00 p.m. at the Remington Recreation Center, 2651 Remington Blvd., Kissimmee, FL 34744.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Modifications to Agenda
- III. Security Report from DSI Security Services
- IV. Public Comment Period
- V. Approval of Minutes of the August 30, 2022, Meeting
- VI. Discussion of Statement to Offer from American Acquisition Group, LLC
- VII. Staff Reports
 - A. Attorney
 - 1. Discussion of HOA/CDD Parcels
 - B. Engineer
 - C. District Manager's Report
 - 1. Approval of Check Register
 - 2. Balance Sheet and Income Statement
 - 3. Presentation of OCSO Reports
 - 4. Field Manager's Report
- VIII. Supervisor's Requests
- IX. Next Meeting Date – October 25, 2022
- X. Adjournment

MINUTES

**MINUTES OF MEETING
REMINGTON
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Remington Community Development District was held on Tuesday, **August 30, 2022** at 6:00 p.m. at the Remington Recreation Center, 2651 Remington Boulevard, Kissimmee, Florida.

Present and constituting a quorum:

Kenneth Soukup	Chairman
Pam Zaresk	Vice Chair
Brian (Ken) Brown	Assistant Secretary
Tim Mehrlich	Assistant Secretary
David Jaisingh	Assistant Secretary

Also present:

Jason Showe	District Manager
Scott Clark	District Counsel
Pete Glasscock	HWA
Alan Scheerer	Field Manager
William McLeod	DSI Security Services
Jason Folkes	DSI Security Services
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Soukup called the meeting to order at 6:00 p.m. and Mr. Showe called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Modifications to Agenda

Mr. Showe: We have a few that we added, which are on your revised agenda. There is the consideration of an agreement with Roberts Pools and an access system control maintenance proposal. Those were added. We'll go over those when we get to those items.

THIRD ORDER OF BUSINESS

Security Report from DSI Security Services

Mr. Soukup: That brings us to the Security Report.

Mr. McLeod: This month, since the last time we met, we've had 8,406 residents come through the Partin Settlement Road gate and 952 visitors. The E. Lakeshore Boulevard gate had 3,868 residents and 623 visitors. We issued 87 citations in the past 30 days and had no tows. Also, before the Board for consideration, we have a new Site Supervisor, Mr. Jason Folkes, who is seated to my left. The reason I'm asking for your consideration on this, is we're a little too low on just the Site Supervisor's wage. The proposal asked for an increase of \$1 per hour for the Site Supervisor. This hopefully will ensure stability at that post and give us the kind of leadership that we need. It increases the overall rate and blended rate, I believe by 80 cents. Just so you know, down at the bottom or in the middle of the page under the pricing form, the \$177,854.75 annual cost does not include the five holiday days. So, this number is a little low. If the Board does consider moving forward with this proposal, I'll ensure that you have the correct numbers.

Mr. Showe: Well, the numbers that he shows under each column for the hours and the holiday hours or overtime are correct. It's just the totals at the bottom don't reflect the holidays.

Mr. McLeod: Right. Thank you.

Ms. Zaresk: May I ask a question?

Mr. Showe: Sure.

Ms. Zaresk: How many people do you have on patrol and how many people do you have that you can actually patrol? I know you have one that we put some constraints on.

Mr. Showe: Right. There are a couple of them that I don't let patrol or they're better suited for the gate than patrol. Right now, I have about four that patrol.

Ms. Zaresk: Okay. Because I know that when Diego was on the Board, he was asking for this information, and I totally get it because I spent hours going through every report that you gave us. I'm looking at it based on this and you said 87 citations, but there were 80 citations on the data that we had. Out of those, I guess there were only 1, 2, 3. and Supervisor Folkes was on here too. The greatest majority of the tickets are written by only two people.

Mr. McLeod: Okay.

Ms. Zaresk: I don't know what that means. I don't know if it means there's only two out of there at any given time. Like I said, I see here that Officer, now Supervisor Folkes is one of them.

But I'm just wondering how many other officers. Give me some sense of why this seems so out of balance.

Mr. McLeod: You mean among the officers?

Ms. Zaresk: Yeah.

Mr. McLeod: Why one is writing more than others? It could be the day the week that they're patrolling. It could be their patrol styles. When I was out here writing tickets, I believe I wrote 10 in one day, but that was because I moved back immediately on who I thought was going to stay, whereas some officers might go through half of the community before they double back. But by the time they double back, the car is gone. So, it could be a number of factors. It could be that the officer is just not writing tickets and that we can monitor.

Ms. Zaresk: That's what I guess I'm getting at. When I look at all of this data and again, Diego was much more sophisticated about this than I am, so I did admire him. I was a little concerned when I saw that there weren't tickets being written by that many people. We've talked before and I've said this, but I totally understand how hard it is to get people on. Sometimes, I know you have said in the past, "It's better to keep somebody on until I can replace them than just fire them." I got that, but when I see pictures and get feedback from people of an officer sitting in the guard house asleep...

Mr. McLeod: I understand and I assure you that I take that matter very seriously and he was dealt with at that time.

Ms. Zaresk: Well, I guess I'm looking more for insight. I stopped by the other day just to give you an idea and I've seen an officer at the front gate at about 2:30 p.m. I figured he was getting ready to come on shift, but he was just parked there with no lights, of course. When I came back a little while later, I went through the neighborhood to see if I could find the person that was on patrol, but I didn't see anybody. I'm not saying that they weren't out there, but when I came back, there was a car parked here and there was another gentleman in the office.

Mr. McLeod: Was it a DSI car?

Ms. Zaresk: Yes, it was DSI car.

Mr. McLeod: Okay.

Ms. Zaresk: I walked in and introduced myself and I said to the officer, "Are you on patrol today?" He said, "Yeah" and I said, "Okay." I didn't ask the obvious question, "If you're on patrol, why are two of you sitting in there?" I actually said, "Well, I was looking at the data. It looks like

you guys are doing a lot more tickets. Good job, keep it up, and do not forget to turn on the lights.” The gentleman who was in a different uniform that should've gotten names said, “Oh yeah, that's a great deterrent.” I said, “That's exactly right.” So, I guess what I'm trying to get a sense of is in your mind, is there any reason why there are two of them?

Mr. McLeod: We're dealing with human beings. I obviously cannot explain to you why two were in here. What day was this?

Ms. Zaresk: Sunday.

Mr. McLeod: On a Sunday, at 2:30 p.m., I would have had a rover, but there's no explanation why two different DSI cars were here.

Ms. Zaresk: There was one DSI car out here.

Mr. McLeod: Okay.

Ms. Zaresk: There were two people, one in a different location.

Mr. McLeod: Okay. I don't know why.

Ms. Zaresk: Anyway, I guess my point is that again, I know it's hard to get people on, but if we're crunching data, I think you as a supervisor know that some are better than others.

Mr. Soukup: We want the most bang for the buck.

Ms. Zaresk: Yeah. I guess that's my only comment. I'm a little concerned. I totally empathize and admit that it's hard to bring people on board. Don't cut out off the nose to spite the face and don't fire somebody, but if one of the people that you have is asleep at the gate, I'm not saying this is indicative of what happens all the time, but when I walk in on Sunday afternoon just to say hello and they're two people in here, why are there two people here?

Mr. McLeod: To be honest with you, one was probably watching the Rec Center.

Ms. Zaresk: Right.

Mr. McLeod: The other person, when they are on patrol and they come back from lunch, for example, they're going to come here.

Ms. Zaresk: Okay. So, it might have been a lunch break.

Mr. McLeod: Yeah. Exactly. As far as the tickets go, I understand that's one of the tools that we have. For example, I'm a little bit more lax on tickets because if it's someone's second offense, I'll actually go and knock on their door and communicate with them and say, “Hey, this is the situation.” Because we're actually having an issue where there are people that think that they're okay and are letting us know that there's a car parked on the street, but it's from Allied, the

company that you guys used to have about a year ago or two years ago. They're thinking that they're okay. Residents are not calling the right number. So, I don't know what to tell you on that because you still have residents that are calling the wrong number and he's trying to do the right thing. Our officers are also trying to do the right thing.

Ms. Zaresk: Can that number just be disconnected?

Mr. Soukup: No, it's not the wrong number.

Ms. Zaresk: I know it's not. I realized that.

Mr. Showe: I think in the past what we said was, "Put the sticker on there." That lets them know that they're calling the wrong number. Then when they call our office, we can educate them on the process. I think that's the biggest piece. They need to know what the right thing to do is.

Mr. McLeod: Would you prefer the gatehouse numbers?

Mr. Soukup: Not the gatehouse.

Mr. Showe: The gatehouse is what they're supposed to call.

Mr. Soukup: Yeah. It's on the website as well. They can submit their email through the website.

Ms. Zaresk: Okay. Thanks. I was just looking for insight. I'm going to be doing that a lot more. It's helpful to you as the Supervisor, in terms of the data. In terms of doing the same thing that I did, which is, how many tickets did I write, how many officers out of that group, what are the times, what are the locations and is there's any way that data can be parsed a little bit?

Mr. McLeod: If you email me, I think there's a way that I can track it and send it to you.

Ms. Zaresk: I went through 291 records.

Mr. McLeod: I know, but if there's something that you want, specifically a date range, I can send you that data.

Ms. Zaresk: Okay.

Mr. McLeod: That way you're not sitting there going through each and every one.

Mr. Brown: That's from specific data?

Ms. Zaresk: That's the data that was sent.

Mr. Showe: They send us a daily report.

Mr. Brown: Is there any way, just out of curiosity, for you to send her the officers on duty for that date range?

Ms. Zaresk: Yeah. I have them.

Mr. Brown: No. What I'm saying is if he sent you who was here.

Mr. McLeod: Yeah, I'll do that. I can send you the actual incident reports.

Mr. Showe: But also, each daily report should tell you the officer when they check in and check out.

Mr. McLeod: Right.

Ms. Zaresk: Okay. Thank you.

Mr. McLeod: You're welcome.

Mr. Soukup: Are there any questions?

Mr. Mehrlich: Do we need a motion to approve it?

Mr. Showe: That's up to the Board. It is about \$0.80 more per hour. Obviously, the budget can accommodate it. We did build some flexibility in there. So, it's really up to you guys if you choose to approve it.

Ms. Zaresk: One more clarification. That's an additional Site Supervisor?

Mr. McLeod: No. I already have Site Supervisors.

On MOTION by Mr. Mehrlich seconded by Mr. Brown with all in favor the increase to the DSI contract for the Site Supervisors wage of \$1 per hour was approved.
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Mr. Showe: One other item. Obviously, we changed the schedule during the summer so that there was less roving Monday through Friday. So, somebody was here, but now that the kids are back in school, I think it's our recommendation, if the Board's amenable, that we go back to the patrol we were doing before with a lot more roving patrol.

Mr. Soukup: Right. I agree.

There was Board consensus.

Mr. Soukup: We're good with that.

Mr. Scheerer: Can you let us know when that's going to take effect?

Mr. McLeod: On Tuesday.

Mr. Scheerer: The first of September?

Mr. McLeod: Yeah.

Mr. Showe: Perfect.

Ms. Zaresk: I know that there is one person that the Board decided to be at the gate. Do we have any idea how long that's been going on?

Mr. Soukup: Which person?

Mr. Scheerer: Do you mean, Leona? She's still working.

Mr. McLeod: Yeah.

Mr. Scheerer: When she's not here, I know I hear from her at the E. Lakeshore Boulevard Gate. She does an outstanding job. She's a great officer.

Mr. McLeod: Is there concern with her?

Ms. Zaresk: No. Because of our requests for that to continue, I did not want them to feel like we were overburdening you with that, but it's working out.

Mr. McLeod: She loves working the gate, specifically E. Lakeshore Boulevard.

Mr. Scheerer: She does an excellent job. She really does.

Ms. Zaresk: I'm not trying to interject anything she's doing. I just wanted to make sure that we weren't not getting something. Thank you.

FOURTH ORDER OF BUSINESS

Public Comment Period

Mr. Soukup: Okay. That brings us to the public comment period. Please state your name, address, and keep your comments to a minimum three minutes.

Resident (Irene Patrick, Farrington Lane): My name is Ms. Irene Patrick. I'm here with my husband.

Mr. Soukup: Do you have a comment or anything you'd like to say?

Resident (Irene Patrick, Farrington Lane): Yes. We're glad to be here.

Mr. Soukup: Welcome.

Resident (Irene Patrick, Farrington Lane): Thank you. We sent out a letter to John, the manager of the golf course, and he has responded. I also sent letters to the HOA members, and they reviewed all of the problems last week and the last week and a half. Now I just want to give you an update of where we are.

Mr. Soukup: Well, any matter for the HOA, you have to take up directly with them. We are the CDD.

Mr. Scheerer: I came by your house and I called and left you a voicemail. We were there on Friday. What I was going to tell Scott was, there's a couple of parcels throughout community that are CDD-maintained, but they're still in the name of the HOA.

Mr. Soukup: Okay.

Mr. Scheerer: As you go into Waters Edge, passing the shrubs on the right-hand side, she's the first house on the right. That area is actually an area we should be maintaining. I met out there Friday with John with REW. We're going to clean it up. We're going to remove all of the overhanging branches. My question for you in the voicemail was, how much do you want us to remove? Because if I remove all of the under canopy that's there, people are going to see right into your house or we'll just clean it up and make it look pretty and maintain it that way.

Resident (Irene Patrick, Farrington Lane): We would really like for you to remove all of the trees that are impeding us.

Mr. Scheerer: Are you going to be home on Friday morning?

Resident (Irene Patrick, Farrington Lane): Yes.

Mr. Scheerer: I'll meet you at your house on Friday morning at about 8:30 a.m.

Resident (Irene Patrick, Farrington Lane): We'll talked more about it?

Mr. Scheerer: Yeah, I have John with me. He's the Landscape Manager?

Resident (Irene Patrick, Farrington Lane): Yes.

Mr. Scheerer: Like I said, I called your number and I did leave you a voicemail. Show me what you want and we'll make it happen. Then we'll take care of it going forward.

Resident (Irene Patrick, Farrington Lane): Thank you so much.

Mr. Scheerer: Then will work with the attorney in getting some of these parcels switched out because it still says HOA owned and they're not the HOA's.

Resident (Irene Patrick, Farrington Lane): What time on Friday?

Mr. Scheerer: 8:30 a.m. John gets here at 8:30 a.m. Because I have to go to Westmoreland. I got a similar request at Westmoreland.

Resident (Irene Patrick, Farrington Lane): Okay.

Mr. Scheerer: I got you.

Resident (Irene Patrick, Farrington Lane): Thank you so much. We have a few more issues. The next one is roots are impeding the structure of our home because of the clustering of the trees.

As a result, also we had mold along the side of the whole house. Because it's a health issue, I was forced to paint it. It was just completed last week.

Mr. Jaisingh: Is it mold or algae?

Resident (Irene Patrick, Farrington Lane): Mold.

Mr. Scheerer: How do you know it's mold? Was it tested?

Resident (Irene Patrick, Farrington Lane): No. The painter said it's mold.

Mr. Soukup: It's mold on the outside of the home?

Resident (Irene Patrick, Farrington Lane): Yes.

Mr. Scheerer: I'm surprised by that. It is a dense canopy to the right, but there's a 5-to-10-foot gap between her house and those shrubs.

Mr. Soukup: Right.

Mr. Scheerer: I can't speak on mold or anything like that, but I noticed the house was getting painted.

Resident (Irene Patrick, Farrington Lane): Right.

Mr. Scheerer: But as far as the tree roots go, I think we did that similar to somebody that had Cypress tree roots. I think we removed several of them as best we could from beyond the property line. But going forward, you're going to have to do the maintenance on your side of the property. I think it's the way we left it with the other homeowner. We can talk about that on Friday when I meet with you.

Resident (Irene Patrick, Farrington Lane): Alright. Because of the trees being unkempt trimming of the leaves, some branches are resting on the roof.

Mr. Scheerer: The way that works is it's called air rights. You as a homeowner, have the authority to go straight up on your property line and trim anything on your side of the property. We do that everywhere in the State of Florida. The homeowner actually has the authority to do that. Should you ask that question, we would have told you that. You can maintain that straight up. It's your property line. It's coming out on your property and trimming it, but we don't typically have a lot of areas where we trim off of people's homes. The homeowner takes care of that.

Resident (Irene Patrick, Farrington Lane): Okay. Alright. That's it.

Mr. Soukup: Okay. Anyone else?

Mr. Brown: I guess you're carrying stuff out?

Mr. Scheerer: There's a lot of underbrush there, but there are a few hardwood trees. We can trim straight up because we're getting ready to go into October. As you know, the Board approved some tree trimming. We're going to make that part of that process as far as the trees go, but the under canopy, she wants all of that removed. We can get that done. Right now, we're just going to clean it up. I'll just see what it is you want.

Resident (Irene Patrick, Farrington Lane): On Friday.

Mr. Scheerer: On Friday.

Resident (Irene Patrick, Farrington Lane): Thank you so much.

Mr. Soukup: Thank you. Next.

Resident (Matt Psarsky, Westmoreland Circle): Do we still have the Sheriff contract?

Mr. Showe: Oh, yeah.

Mr. Soukup: Yes, we do.

Mr. Scheerer: They were just here yesterday morning at the school zone.

Mr. McLeod: They've been helping out in the school zones, thankfully. Westmoreland had a couple of issues with parents parking there.

Mr. Scheerer: I had a call from the officer. She was actually on duty. We were discussing the school zone and some of the frustrations. We also had directed her over here to Knightsbridge for some speeding. I talked about maybe getting the motorcycle officer because it was neat to have him down here, pulling people over for speeding. I had a guy pass me while the bus was stopped with red lights on. I was behind the bus and he went around me and the bus. I hit my horn. It's just frustrating. We also ask them to focus at the end of Knightsbridge. There's a resident that came to the last couple of meetings about potential speeding back there until we come up with a speed table.

Resident (Matt Psarsky, Westmoreland Circle): There's been some parents sitting in the center of Remington Boulevard waiting for the bus at Westmoreland. Traffic was backed up across Partin Settlement Road.

Resident (Matt Psarsky, Westmoreland Circle): This new Charter School doesn't have a clue what they're doing. As a matter of fact, it's just a big giant roadblock.

Mr. Scheerer: This is a mess. One of the things that she had recommended, and I talked to Jason briefly about it, was maybe hiring a couple of additional patrols for that morning and try to deal with the afternoon. She said, "I could've written 50 tickets when I pulled in the community,

but I'm only one person." So, I have to work with Jason and within the budget, if we have to hire maybe a couple more.

Resident (Matt Psarsky, Westmoreland Circle): This afternoon, it was backed up almost to the baseball field. Isn't it the responsibility of the school to do anything? Is there a policy with what they're doing?

Mr. Scheerer: Well, they've got a couple of people out there trying to direct the traffic, but the parents all stage. When school gets out, they're out there an hour-and-a-half early to be the first car in line. They are in the left-hand turn lane just past the parking gate. They're staged there. I told her about Somerset and Oakview where the Sheriff's Office requested that the CDD install the 'No Parking' signs. They had DOT stamped signs. We did all of that and she said, "Yeah, they're parked there." I said, "Well, give them a ticket."

Resident (Matt Psarsky, Westmoreland Circle): They were doing that today.

Mr. Scheerer: They were issuing tickets?

Resident (Matt Psarsky, Westmoreland Circle): Oh, yeah.

Mr. Scheerer: Good.

Resident (Matt Psarsky, Westmoreland Circle): One last thing, is it security policy for the gate to be opened on the barcode side and to have three cones at 8:00 p.m. on Monday evening for almost three-and-a-half hours.

Mr. Scheerer: What time?

Resident (Matt Psarsky, Westmoreland Circle): It started around 7:30 p.m. I drove there about three or four times.

Mr. Scheerer: You know what? There was an issue with that scanner. I'm not sure if there was a problem. Maybe they were just directing people.

Resident (Matt Psarsky, Westmoreland Circle): The scanner was working perfectly. It was the non-resident side that was coned off.

Mr. Scheerer: The one closest to the gate.

Resident (Matt Psarsky, Westmoreland Circle): That was coned off.

Mr. Scheerer: Okay.

Mr. McLeod: What gate was this?

Resident (Matt Psarsky, Westmoreland Circle): The Partin Settlement Road gate.

Mr. McLeod: I will look into it.

Mr. Soukup: Thank you.

Resident (Matt Psarsky, Westmoreland Circle): I drove through three different times.

Resident (Not Identified): I just want to reiterate that if you hook the light to the ignition, it will be on. I know that you guys don't like the light to be on when we put a ticket on the window. But you have to go through so many people that it just becomes second nature. Because as you get new guards and the light stays on all the time, if it's hooked to the ignition of the car, it won't be an issue anymore.

Mr. McLeod: We're not going to do that, but we'll reiterate that they need to turn on their lights.

Mr. Soukup: Right. Keep that in mind.

Resident (Not Identified): I have a couple of issues. People are speeding when they are inside here. Also, in my area, Gleneagles, people are speeding. People are riding motorcycles next to kids on the sidewalks. The other thing is the barcode scanner system over here, is not working properly today.

Mr. Scheerer: It should be working. ACT was out again today and reset the eMerge. They did a couple of tests. I'll give you my card. You can just contact me directly if you're still having problems. But we did have an issue with this one. There was a power surge from lightning. They came back out.

Resident (Not Identified): My card wasn't working last three months, especially at that one.

Mr. Scheerer: How old is your barcode? Because they don't last forever.

Resident (Not Identified): I will say maybe a year.

Mr. Soukup: Mine is old and it works on that one, but won't work here. So, I have to get it replaced.

Mr. Scheerer: I'll give you my card after the meeting and you can contact me.

Resident (Not Identified): The other thing is, how can I get in contact with my HOA over there?

Mr. Showe: I think the contact there is Mr. Daniel Espinoza. He is the manager.

Resident (Not Identified): I called him. He's difficult to contact. No one answers. They don't respond to emails. I cannot get a hold of my HOA.

Mr. Soukup: Did you try their website?

Resident (Not Identified): I called the number on the website. The communication is not flowing.

Mr. Soukup: Thanks.

Ms. Zaresk: Which HOA is that?

Mr. Soukup: Gleneagles. We have very little contact with them.

Resident (Not Identified): They rarely respond.

Mr. Scheerer: I don't know who the President is now.

Resident (Not Identified): I don't know if they have meetings.

Mr. Showe: They're required to.

Mr. Soukup: They are supposed to.

Mr. Scheerer: At least have one a year.

Resident (Not Identified): I register on an application they sent one time on a flyer and the application doesn't have any information on the Bylaws. I was looking for dates for the meeting and couldn't find anything.

Mr. Soukup: There's nothing.

Resident (Not Identified): So, I don't know what's happening. Maybe somebody can shed some light on that.

Mr. Showe: They're a separate organization. We don't have any contact with them.

Mr. Soukup: The best source is maybe ask your neighbors to see if they've ever reached out to them and had any success.

Resident (Not Identified): I just moved here.

Mr. Mehrlich: Call the management company's main office number.

Resident (Not Identified): It's hard to get hold of them.

Mr. Mehrlich: I know it's hard, but you just have to keep trying.

Resident (Not Identified): My experience has not been the best experience with them.
Thank you.

Mr. Soukup: Thank you.

Ms. Zaresk: Thank you.

Mr. Soukup: That will close the public period.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the July 26, 2022 Meeting

Mr. Soukup: This will bring us to approval of the minutes of the July 26th meeting. Are there any changes or corrections?

Ms. Zaresk: No.

On MOTION by Ms. Zaresk seconded by Mr. Brown with all in favor the Minutes of the July 26, 2022 Meeting were approved as presented.

SIXTH ORDER OF BUSINESS

Consideration of Aquatic Plant Management Agreement Renewal with Applied Aquatic

Mr. Soukup: That brings us to the consideration of the first amendment to the agreement for water plant management.

Mr. Showe: Sure. This is actually the first time that I think they've asked for a raise in probably six or seven years.

Mr. Scheerer: Since 2014.

Mr. Showe: Yeah, it's been a long time. They asked for a 9% increase. It's a little less than what we put in the budget because we anticipated those increases with the chemicals. I think they do a great job and we recommend you go ahead and approve that. That's up to the Board.

Mr. Soukup: Are there any questions? Hearing none, we need a motion.

On MOTION by Mr. Mehrlich seconded by Mr. Brown with all in favor the Aquatic Plant Management Agreement Renewal with Applied Aquatic was approved.

SEVENTH ORDER OF BUSINESS

Consideration of the First Amendment to the Agreement for Provision of Pool Maintenance Services with Roberts Pool Service and Repair, Inc. - Added

Mr. Soukup: Next is the first amendment to the agreement for pool maintenance services with Roberts Pool Service and Repair. Are we going to do that one or move it to the next meeting?

Mr. Showe: No, actually, we did add that one. We got it late.

Mr. Scheerer: We handed it out to the Board.

Mr. Showe: It's \$50 a month more, which again is actually cheaper than what we've seen for most increases for most pool companies. Again, there's money in the budget to cover that increase.

Mr. Brown: I'm hoping that the agenda just has a typo.

Mr. Showe: Yes.

Mr. Scheerer: Yeah, it is. It's not "*Poo*" service.

Mr. Showe: We recommend approval.

Mr. Soukup: Are there any questions on that proposal? If not, we need a motion for approval.

On MOTION by Mr. Brown seconded by Mr. Mehrlich with all in favor the First Amendment to the Agreement for Provision of Pool Maintenance Services with Roberts Pool Service and Repair, Inc. was approved.

EIGHTH ORDER OF BUSINESS

Access Control Systems Planned Maintenance Proposal - Added

Mr. Showe: Actually, there's one other item we added that's on the paper agenda and in your agenda package on Page 25. This is just something that Alan and I were thinking of. ACT offered a maintenance package on those dates to try to help some of the downtime that we have. They've offered two different plans. It's just really for Board consideration should you choose to do it or not.

Mr. Scheerer: They would come out and test the battery, emergency response devices and move and do everything. We don't have to pay for callbacks within a 30-day period. So, if the same problems happen with the gate, they will come out and won't bill us. They will test loop detectors, monitor the operation, check the belts, change equipment, inspect circuit Boards, clean the inside as needed, tighten all of the anchor bolts and limit switches. It's just up to the Board on the level of service. They offered us four times a year, quarterly service at \$2,060 or twice a year at \$1,030. We've never had that here. We have a lot of issues with the gates. They're talking about the laser scanners. They're talking about the gate operators and the gear reducers, which are expensive. So, if we can catch it early enough, maybe it'll limit future expenses.

Mr. Showe: And downtime.

Mr. Soukup: My experience with these guys on the other side of the fence, I've had vehicles hit gates and they had to come out and fix it. These guys are extremely cheap.

Mr. Scheerer: Yeah.

Mr. Soukup: I'm shocked to read an estimate like that.

Mr. Scheerer: Their price point is pretty good. They're very responsive. We've got a history. They know us well. But it's just some for your consideration.

Mr. Showe: If there's something that you're not sure about or you might want to lean towards it, we can always do the twice a year to start.

Mr. Soukup: My input would be four times a year for these gates.

Mr. Scheerer: Yeah. \$2,000. That's a steal.

Mr. Soukup: That's a smart thing to do quarterly.

Mr. Scheerer: Yeah.

Mr. Soukup: Are there any questions on that proposal? If not, we need a motion for approval.

Mr. Mehrlich: What would you consider?

Mr. Soukup: Four times a year, due to the large volume of cars going through there.

Mr. Showe: If you consider there's no fee for a call back within 30 days, that covers you for a pretty good amount of time.

Mr. Soukup: Absolutely.

On MOTION by Mr. Mehrlich seconded by Mr. Brown with all in favor the Access Control Systems Planned Maintenance Proposal with ACT for quarterly preventative maintenance in the amount of \$2,060 was approved.

NINTH ORDER OF BUSINESS

Discussion of Offer from FTE for Right of Way

Mr. Showe: The next item is the discussion of offer from FTE. I know Scott's got some information on that.

Mr. Clark: I'm not here to ask the Board to take any action. I wanted to let you know that we received a communication offer for \$35,000 for taking what they call the right of way (ROW) to have drainage in Tract A, which is the wetland in the back corner. I think we need to evaluate a few things. The first offer is usually not the best offer. Like cars, it has to have the right color. This

particular property is within a conservation easement and because of that, I believe that we have a copy of the easement back to the beginning of the project. It's very restrictive. There is nothing that could be done on that property per the easement. Part of what they're going to have to demonstrate to us is that they have been issued a permit by the South Florida Water Management District (SFWMD) for this activity and they negotiated with them the terms of this easement. They are going to have to amend the easement or release it or do something. We're going to need to make sure that we don't get in trouble with them.

Mr. Soukup: Right.

Mr. Clark: Second or thirdly on that, you guys may just take a look at the permit and make sure.

Mr. Glasscock: Typically, they can do what they want. If there's any wetlands or anything out there, they'll have to mitigate it. But as far as the property itself, we can look through it. But Mark and I talked about it. They can take whatever they want.

Mr. Clark: From our perspective, we want them to negotiate it at their own cost and the Water Management District to say, "Hey, we're releasing this."

Mr. Soukup: Yeah.

Mr. Clark: Because they replaced it with other property and we don't have a concern about it. I am going to reach out to them and just go over the different concerns and ask them if they have answers to them now or if it's something that they're working on. Then we will bring it back.

Mr. Soukup: Thank you.

Ms. Zaresk: Sounds good.

Mr. Clark: Are there any questions on that?

Mr. Soukup: None at this time.

TENTH ORDER OF BUSINESS

Discussion of HOA Garage Sale and National Night Out Events

Mr. Showe: The next item is the request from the HOA. We did provide the email that I received in the agenda package. I also handed out an email that the resident brought this evening. There's a garage sale on October 22nd. They want to bring two to three food trucks for the garage sale. There also is a National Night Out on October 11th. They would also like to place the signs out similar to the CDD signs just on the front guardhouses. I don't know that we specifically have

any issues with any of those requests, but I wanted to make sure that the Board was aware and approved those.

Ms. Zaresk: No problem. It's good to have HOA sponsored events.

Mr. Soukup: Absolutely. That's always a positive.

On MOTION by Mr. Brown seconded by Mr. Mehrlich with all in favor the HOA Garage Sale and National Night Out Events were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Showe: That's all we have. We can go to Staff Reports. We'll start with District Counsel.

Mr. Clark: Towards the end of the last meeting, an issue was raised about whether we wanted to have roving security patrols in Club Villas.

Mr. Soukup: Right.

Mr. Clark: In thinking about that, there's no reason that we cannot have patrols because we don't own the roads, but to do so, I want to have a relatively simple arrangement with the HOA. I put it before you. This allows us to do that. It would give us a license to do the roving patrol. They would indemnify us from anything that occurs that would be their responsibility on their roads. They agree to maintain insurance. It's similar to an agreement that we had with Gleneagles. If the Board approves what we're doing here, then I would go ahead and send this agreement to the HOA or their attorney and see if it's okay with them. If there are no questions, I would ask for a motion to proceed with this.

Mr. Soukup: Does anyone have any questions?

Mr. Brown: It addresses Leland Management. Is there anything in here, and maybe it's automatic that if they change their management company, it will transfer it over to the new management company?

Mr. Clark: Yeah. The agreement is with that entity and their existing contact address. If that changes, then it changes automatically because our agreement is not with Leland. It is with the HOA.

Mr. Brown: Okay.

Mr. Showe: It also protects the CDD. It provides a lot of protection for us, which is good.

Mr. Soukup: Absolutely. We have to have that. Are there any questions t?

Mr. Brown: No, I'm good. Do we need a motion?

Mr. Showe: A motion to direct counsel to send it over and negotiate would be in order.

On MOTION by Ms. Zaresk seconded by Mr. Mehrlich with all in favor authorization for District Counsel to provide the agreement to the HOA to have roving security patrols in Club Villas was approved.

Mr. Clark: That's the only item I had.

Mr. Brown: Have you had any further discussions with the county?

Mr. Clark: Yes.

B. Engineer

Mr. Soukup: Okay, that brings us to engineering.

Mr. Glasscock: We obtained prices for speed humps or speed bumps at Knightsbridge. They could be just as challenging with what the prices of speed bumps were. I did actually call a guy that I had worked with before and sent my requirements to him. He said, "Give me five minutes." So, he called me back. He was up to about \$8,500. He called his suppliers, but he didn't send me the paperwork or cut sheets on the actual speed bumps. I told him to provide the standard three- and half-inch high that come in at 8 or 12-inch wide. We probably would rather have a double row on both sides with one hump. I figured what we'd do to maximize that would be double row and to have it 8 inches apart. He was up to right about \$8,500. I told him that I need to see the cut sheets and we would put in one.

Mr. Soukup: Right.

Mr. Glasscock: He promised me that he would have it tomorrow. I can't imagine that it would be more than \$10,000, if this is the way you all want to go. If you all wanted to, I would ask the Chairman to sign an agreement in a not-to-exceed of \$8,500 or you can wait until...

Mr. Soukup: I agree that we should do a not-to-exceed \$10,000 to get the same result.

Mr. Mehrlich: Those are temporary one's, right?

Mr. Glasscock: No, they'd be permanent.

Mr. Brown: They're nailed in.

Mr. Scheerer: Are those the Easy Rider where they use a lag shield and not a spike.

Mr. Glasscock: No, it has a spike.

Mr. Jaisingh: The thing with the spike, if you get somebody with a truck through there, they will break.

Mr. Scheerer: Hey, Pete, do you know Mr. Phil Fausnight?

Mr. Glasscock: I called them, but they said that they weren't interested.

Mr. Scheerer: Oh, Phil. I'm calling Phil now.

Mr. Showe: I've got some companies too.

Mr. Scheerer: If the Board remembers, we used to have these spiked speed bumps at Partin Settlement Road and it was a nightmare, especially as was described. Somebody hit those and started yanking them out and it created more problems than solving the problem. So, I think we need to look at the Easy Rider speed tables and then I can get with Clayton in my office.

Mr. Brown: It's kind of the same thing.

Mr. Scheerer: No, they use a lag shield. You put the shield in the asphalt and then you impact into the lag shield.

Mr. Glasscock: I can tell them to use those.

Mr. Scheerer: I'd like to see the cut sheet on them too.

Mr. Glasscock: Yeah.

Mr. Soukup: Alright. At this point, we'll table it for further specifications. Is there anything else?

Mr. Glasscock: That was all, unless you had any questions.

C. District Manager's Report

1. Approval of Check Register

Mr. Soukup: That brings us to the District Manager's Report.

Mr. Showe: In your General Fund, we have Checks #6803 through #6823 totaling \$90,249.88. Alan and I can answer any questions you might have on those invoices.

Mr. Soukup: Are there any questions?

Mr. Showe: Otherwise, we will take a motion to approve.

On MOTION by Ms. Zaresk seconded by Mr. Brown with all in favor the July 1, 2022 through July 31, 2022 Check Register in the amount of \$90,249.88 was approved.

2. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. I'll point out that you are doing pretty well on your budget and actuals in your General Fund and we collected 100% of our assessments. So, we're in great shape there.

3. Presentation of OCSO Reports

Mr. Showe: There was a question earlier about the Osceola County Sheriff's Office. Those reports are in the agenda package. You can see that some officers are writing a lot of tickets, which is good. That's what we like to see.

4. Field Manager's Report

Mr. Showe: With that, we can have Alan go through the Field Manager's Report.

Mr. Scheerer: Yeah, we're pretty redundant on the Field Report. We are gearing up for the fall budget money to come in line. We'll be looking at pressure washing and the lifting of the trees after we select the neighborhoods. Obviously, for National Night Out, we'll make sure that we get in and test all of the outlets. For the holiday Christmas lighting at the entrances, we will make sure that all GFIs are working. That's something that will be coming up down the road. The Amenity Center is in good shape. Mr. Mehrlich, just a question for you. There are two different heights for volleyball nets in the high school, one for boys and one for girls. I'm assuming you want it at the girl's height. They're not the same height. There's about a six-inch difference for boys and girls.

Mr. Mehrlich: I'll find out. There's one height that they're using.

Mr. Scheerer: Okay. Whatever it is, let me know. I think it's 14 inches. Anyway. We're going to start working on that this week.

Mr. Mehrlich: I'll email you.

Mr. Scheerer: Yeah, email me or shoot me a text or something. The fitness equipment is in good shape. The cameras are in good shape. The pool is in good shape. We did have an issue with the Partin Settlement Road gate phone. We finally got Century Link to come out on Saturday and fixed the phone. I called, tested the phone and left a test message on the voicemail for security, so that's good. We had a resident concerned about the laser scanners. They were out. They reset the

eMerge panel on the E. Lakeshore Boulevard gate and they replaced a gate arm on the Partin Settlement Road gate. All of the ponds are in good shape. We continue to meet with REW every week. Irrigation inspections are going on. We did have a resident that was concerned about ants on the baseball field. I guess they were out there with their kids and their dogs and with the rain and the heat, we were getting ants. I talked to Jason and we authorized REW to bring TruGreen out here and they did a blanket application of Top Choice, which should give us a year's coverage. Any ants that emerge within the 12 months, the area gets retreated at no cost to us. We're going to look at doing this program going forward. I saw that he had some leftover, so he was doing it around the basketball court, the tennis court and here. We'll keep an eye on that program. They say, after three years you start building this product up. You really don't have a pest problem in your lawn. That was about \$1,000, so I thought that was money well spent. We had some flooding on Remington Boulevard by Hawks Nest on Harwood. REW put in several drains in that area. I haven't seen any water there, so maybe that's good. We got that done.

Mr. Soukup: The drains look good with the rains.

Mr. Scheerer: Yeah. That's all I have for right now. Like I said, we're going to be gearing up for the Fall and all of the holiday fun.

Ms. Zaresk: I noticed in the security report that there was some sort of a crash over by Eagles Landings. We didn't have any damage?

Mr. Showe: No.

Mr. Scheerer: Ken?

Mr. Brown: Somebody hit a tree in here, didn't they?

Mr. Scheerer: I've got trees hit everywhere. These people can't drive. Go down Knightsbridge and see all the bark missing off of the trees. We're keeping an eye on the tree. It'll probably be okay. It just knocked some bark off. I think it will be all right. I think the trees are sturdier than any of the cars.

Mr. Brown: The bumper was laying there.

TWELFTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Soukup: Okay, that brings us to Supervisor's requests. Mr. Mehrlich?

Mr. Mehrlich: No.

Mr. Soukup: Ms. Zaresk?

Ms. Zaresk: No, I put mine to security. I really hope they mesh something.

Mr. Showe: I've noticed similar patterns. I think Alan and I have even talked about it, so we'll follow up with them too to make sure.

Mr. Jaisingh: They write three tickets a night. It seems like they write the three tickets and move on.

Ms. Zaresk: Well, it depends on who it is. I mean, we have one guy or person. I don't know if it's a guy or a girl, but on one day between 1:49 p.m. and 1:01 p.m., he wrote 10 tickets. On August 7th between 2:30 p.m. and 12:21 p.m., he wrote seven tickets. That's why I'm saying there are certain officers that are obviously writing more than others.

Mr. Mehrlich: Yeah. Here on the 20th, 10 tickets were written.

Ms. Zaresk: Right.

Mr. Mehrlich: But as a rule, with the exceptions like you noticed, it seems like they write three a night to try to appease everyone.

Ms. Zaresk: It isn't working.

Mr. Mehrlich: Yeah. But the streets do look better. Isolated incidents don't, but as a rule, the streets from what I've looked at, do look better.

Mr. Scheerer: Well, we got the daytime patrol back, so we'll see if it increases as well.

Mr. Soukup: Right.

Mr. Scheerer: It's going to mess these people around. They're not going to know what to think.

Mr. Brown: I haven't driven through here at night in a couple of days, so it might be fixed, but on Somerset, the one on the left when you first come in, at night you couldn't see the lights because the bushes have grown up between the light.

Mr. Scheerer: It's the low light ambient effect that we're going for. We reflect it off the shrubs so that people don't get lights shining in their windows. I'll take care of it. Sorry.

THIRTEENTH ORDER OF BUSINESS

Next Meeting Date – September 27, 2022

Mr. Soukup: Our next meeting is set for September 27, 2022.

FOURTEENTH ORDER OF BUSINESS

Adjournment

Mr. Soukup adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI

September 1, 2022

Remington CDD
C/O Government MGMT Services
219 E. Livingston St.
Orlando, FL 32801-1508

Certified Mail No.: 7022 0410 0001 9331 5046

PROJECT NAME: Partin Settlement Road
PARCEL NO.: PS 728A/728B/728C
PS 828A/828B

Dear Property Owner,

As you may be aware, Osceola County is in the process of negotiating the acquisition of property and property rights for the project referenced above. American Acquisition Group, LLC is representing Osceola County for this project.

This letter is intended to help you understand the need and purpose of each document contained herein, including:

STATEMENT OF OFFER: This is the Written Offer from Osceola County for Parcel PS 728A, a 6,427 square foot Temporary Construction Easement, Parcel PS 728B, a 3,272 square foot Temporary Construction Easement, Parcel PS 728C, a 2,562 square foot Temporary Construction Easement, Parcel PS 828A, a 1,928 square foot Permanent Easement, Parcel PS 828B, a 147 square foot Permanent Easement. Please sign on the Receipt Acknowledged By line, print your name, add the date, and return the original statement to me in the envelope provided. This is not an agreement and in no way will bind you to a settlement.

PURCHASE AGREEMENT: This is a standard purchase agreement which provides a breakdown of the compensation offered for the Temporary Construction Easements and Permanent Easements. The summary of values is based on the Appraisal Report.

PARCEL SKETCH/LEGAL DESCRIPTION: This depicts and describes the Temporary Construction Easement and Permanent Easement locations, including the purpose of the Temporary Construction Easements and Permanent Easements.

UPDATED NOTICE TO OWNER: Due to parcel revisions, attached is an updated Notice to Owner reflecting the current sizes/locations of PS 728A/728B/728C and 828A/828B.

APPRAISAL REPORT: This is the County's approved appraisal of Parcels PS 728A/728B/728C and PS 828A/828B, prepared by a State-Certified General Real Estate Appraiser, which is the basis for the County's Written Offer.

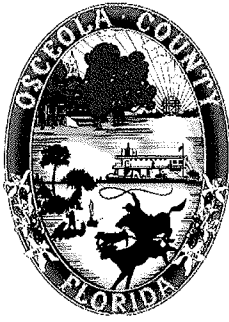
At your earliest convenience, please contact me at (407) 427-2174 or rossanna@americanacquisition.com, to discuss the enclosed offer and the next step in the acquisition process.

Sincerely,

Rossanna Asencio

Rossanna Asencio
Consultant Right of Way Agent

Enclosures as stated herein



Osceola County
STATEMENT OF OFFER

PROJECT NAME: Partin Settlement Road
PARCEL #: PS 728A/728B/728C, 828A/828B

Remington Community Development District,
a unit of special purpose government
C/O Government MGMT Services
219 E. Livingston St.
Orlando, FL 32801-1508

Dear Property Owner,

As you are probably aware, Osceola County is in the process of acquiring the needed right-of-way for the above referenced facility. A determination has been made that either a part, or all the property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is:

PS Parcel 728A:	A 6,427 square foot Temporary Construction Easement, further described in attached Exhibit "A"
PS Parcel 728B:	A 3,272 square foot Temporary Construction Easement, further described in attached Exhibit "A"
PS Parcel 728C:	A 2,562 square foot Temporary Construction Easement, further described in attached Exhibit "A"
PS Parcel 828A:	A 1,928 square foot Permanent Easement, further described in attached Exhibit "A"
PS Parcel 828B:	A 147 square foot Permanent Easement, further described in attached Exhibit "A"

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any:

PS Parcel 728A:	2,915 SF Sidewalk – Includes Fine Grading, 3,512 SF Irrigation – Grass & Beds
PS Parcel 728B:	80 Medium Bush/Shrub, 1,420 SF Irrigation – Grass & Beds
PS Parcel 728C:	1,470 SF Sidewalk – Includes Fine Grading, 1,092 SF Irrigation – Grass & Beds
PS Parcel 828A:	378 SF Asphalt Paving, 146 LF Concrete Curbing, 2 Directional/Parking Signs, 27 LF Stop Bar, 138 SF Pavement Striping/Hatching, 134 SF Sidewalk – Includes Fine Grading, 543 SF Grass/Sod, 14 Small Bush/Shrub, 64 Planting – Flower, 1,163 SF Irrigation – Grass & Beds
PS Parcel 828B:	65 SF Sidewalk – Includes Fine Grading, 82 SF Grass/Sod, 82 SF Irrigation – Grass & Beds

The following items were excluded:

PS Parcel 728A:	3,512 SF Grass – to be replaced by roadway contractor, if damaged/disturbed, in as good or better condition
PS Parcel 728B:	1,410 SF Driveway/Parking Area, 100 LF Curbing, 1 Pavement Striping/Marking, 342 SF Sidewalk, 1 Sign, 940 SF Grass – to be replaced by roadway contractor, if damaged/disturbed, in as good or better condition
PS Parcel 728C:	1,092 SF Grass – to be replaced by roadway contractor, if damaged/disturbed, in as good or better condition
PS Parcel 828A:	1 Crosswalk & Signage, 650 SF Pavers, 2 Light Poles – to be replaced by roadway contractor, if damaged/disturbed, in as good or better condition
All other site improvements not located within PS Parcels 728A/728B/728C/828A/828B are excluded	

You are further advised that the County's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the County's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the County's offer to you, and the basis therefore:

	PS Parcel 728A/728B/728C	PS Parcel 828A/828B
Land	\$ 9,800.00	2,400.00
Improvements	\$ 49,300.00	4,500.00
Real Estate Damages	\$ 0.00	22,600.00
Total	\$ 59,100.00	29,500.00
	Grand Total \$88,600.00	

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a Purchase Agreement.

Any additional information you may require can be obtained through the County's Representative, Rossanna Asencio, American Acquisition Group, LLC, (407) 427-2174 or rossanna@americanacquisition.com.

If that representative is not readily available, please contact:

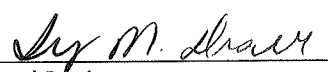
Jorge L. Moreno, In-house Consultant, Assistant Right of Way & Asset Manager, 407-742-0534 or Jorge.Moreno@osceola.org

Sincerely,



Sally Myers
Osceola County Right of Way Manager
407-742-0502
sally.myers@osceola.org

cc: Scott D. Clark, Esquire
Clark & Albaugh, LLP
700 W. Morse Blvd., Suite 101
Winter Park, FL 32789



Legal Review



Type or Print Name

8/31/22

Date

Delivered By

Type or Print Name

Date

Receipt Acknowledged By

Type or Print Name

Date

Enclosures:
Updated Notice to Owner
Parcel Sketch
Appraisal

DESCRIPTION
PS-728A

EXHIBIT "A" - PAGE 1 of 12

A portion of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence the following two (2) courses and distances along the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1: South 89°50'53" West, a distance of 535.58 feet; North 00°30'33" West, a distance of 12.00 feet; thence departing said North right of way line North 89°50'53" East, a distance of 535.65 feet, to a point on the West right of way line of Remington Boulevard per said Remington – Phase 2; thence South 00°09'05" East, a distance of 12.00 feet along said West right of way line to the **POINT OF BEGINNING**.

Containing 6,427 square feet, more or less.

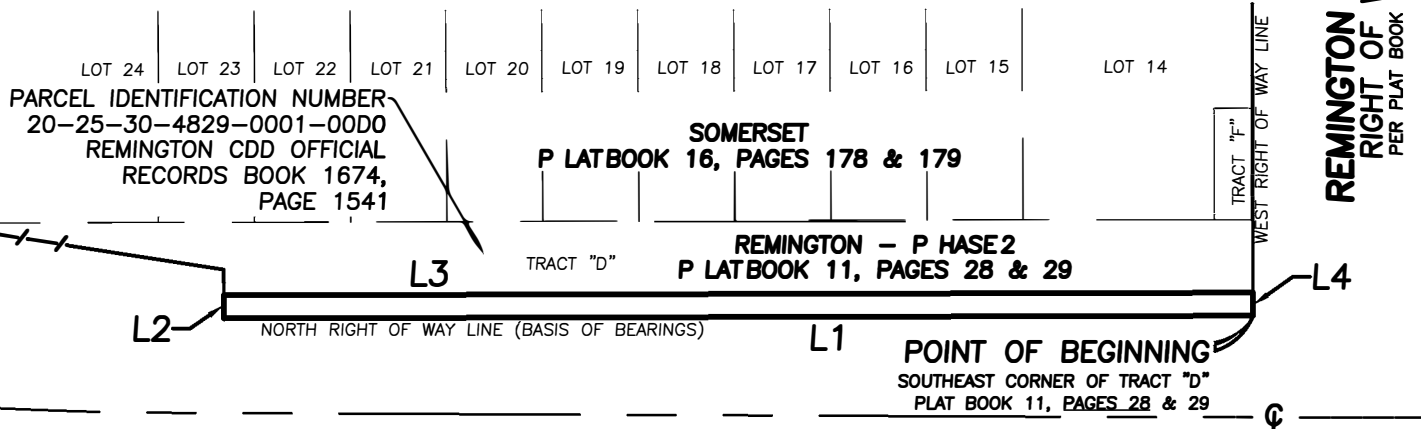
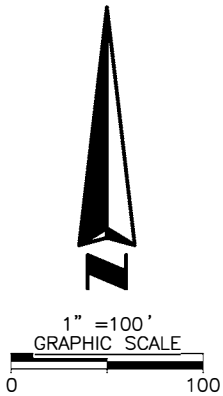
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8600 e-mail: info@southeasternsurveying.com EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288
	Job Number: 64576	Scale: 1" = 100'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-728A

EXHIBIT "A" - PAGE 2 of 12



PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°50'53"W	535.58'
L2	N00°30'33"W	12.00'
L3	N89°50'53"E	535.65'
L4	S00°09'05"E	12.00'



SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Drawing No. 64576042 - PS 728A
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-728B

EXHIBIT "A" - PAGE 3 of 12

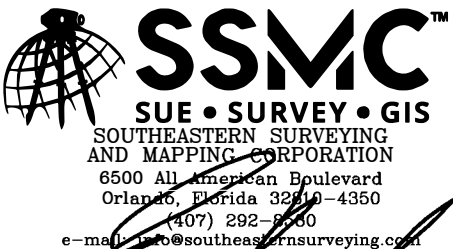
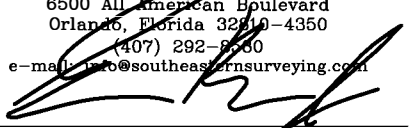
A portion of Tract "C", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington – Phase 2 to the **POINT OF BEGINNING**; thence continuing along said West right of way line, North 00°09'05" West, a distance of 25.00 feet; thence departing said West right of way line North 89°50'53" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 25.34 feet along said East right of way line; thence departing said East right of way line North 90°00'00" West, a distance of 130.00 feet to the **POINT OF BEGINNING**.

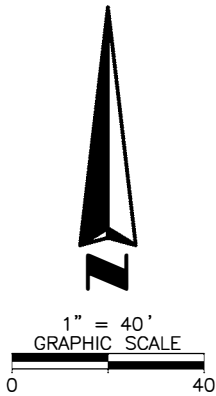
Containing 3,272 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		<div>Certification Number LB210864576044 – PS 728B</div>  <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8600 e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</p>
	Job Number: 64576	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-728B



LOT 14

SOMERSET
PLAT BOOK 16, PAGES 178 & 179

TRACT "F"

WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

TRACT "C"

N89°50'53"E 130.00'

EAST RIGHT OF WAY LINE

TRACT "G"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD

OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "D"

POINT OF BEGINNING

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28 & 29

L2

L1

N90°00'00"W 130.00'

L3

TRACT "E"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	N00°09'05"W	25.00'
L3	S00°09'05"E	25.34'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64576044 - PS 728B

Job No. 64576

Date: JANUARY 24, 2022

SHEET 2 OF 2

See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 2

DESCRIPTION
PS-728C

EXHIBIT "A" - PAGE 5 of 12


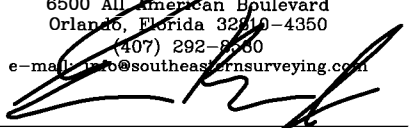
A portion of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 10.00 feet along the East right of way line of Remington Boulevard per said Remington – Phase 2; thence departing said East right of way line North 89°50'53" East, a distance of 6.35 feet to the **POINT OF BEGINNING**; thence the following tow (2) courses and distances: North 89°50'53" East, a distance of 127.03 feet; South 88°02'46" East, a distance of 272.16 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 385.35 feet along said North right of way line; thence departing said North right of way line North 53°55'08" West, a distance of 16.92 feet to the **POINT OF BEGINNING**.

Containing 2,562 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p>DESCRIPTION</p> <p>FOR</p> <p>REMINGTON CDD</p> <p>OSCEOLA COUNTY</p>	<p>Date: JANUARY 24, 2022 DR</p>		<p>Certification Number LB210864576046 – PS 728C</p>  <p>SSMC™</p> <p>SUE • SURVEY • GIS</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</p> <p>6500 All American Boulevard</p> <p>Orlando, Florida 32810-4350</p> <p>(407) 292-8600</p> <p>e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM</p> <p>Registered Land Surveyor Number 7288</p>
	<p>Job Number: 64576</p>	<p>Scale: 1" = 60'</p>	
	<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p> <p>REVISED: 6/24/2022</p>		
	<p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION
PS-728C

EXHIBIT "A" - PAGE 6 of 12



1" = 60'
GRAPHIC SCALE
0 60

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

EAST RIGHT OF WAY LINE
TRACT "G"

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

TRACT "E"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS BOOK 1674, PAGE 1541
S88°02'46"E 272.16'

L2 POINT OF BEGINNING
N89°50'53"E 127.03'

S89°50'53"W 385.35'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28 & 29

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	10.00'
L2	N89°50'53"E	6.35'
L3	N53°55'08"W	16.92'



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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Drawing No. 64576046 - PS 728C
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com


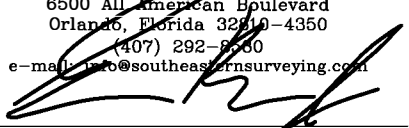
A portion of Tract "C", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington – Phase 2 ; thence departing said West right of way line North 90°00'00" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 14.66 feet along said East right of way line, to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 130.00 feet along said North right of way line to the **POINT OF BEGINNING**.

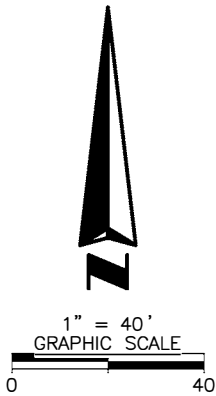
Containing 1,928 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p>DESCRIPTION</p> <p>FOR</p> <p>REMINGTON CDD</p> <p>OSCEOLA COUNTY</p>	<p>Date: JANUARY 24, 2022 DR</p>		<p>Certification Number LB210864576043 – PS 828A</p>  <p>SSMC™</p> <p>SUE • SURVEY • GIS</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</p> <p>6500 All American Boulevard</p> <p>Orlando, Florida 32810-4350</p> <p>(407) 292-8500</p> <p>e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM</p> <p>Registered Land Surveyor Number 7288</p>
	<p>Job Number: 64576</p>	<p>Scale: 1" = 40'</p>	
	<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p> <p>REVISED: 6/24/2022</p>		
	<p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION
PS-828A



LOT 14
SOMERSET
PLAT BOOK 16, PAGES 178 & 179

TRACT "F"
WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

TRACT "G"
EAST RIGHT OF WAY LINE

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00G0
REMINGTON CDD
OFFICIAL RECORDS BOOK 1674, PAGE 1541
REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00D0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541
TRACT "D"

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28 & 29

N90°00'00"E 130.00'

S89°50'53"W 130.00'

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "E"

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	S00°09'05"E	14.66'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com


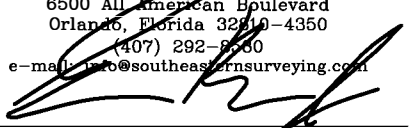
A portion of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 14.66 feet along the East right of way line of Remington Boulevard per said Remington – Phase 2; thence departing said East right of way line South 53°55'08" East, a distance of 24.79 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 20.00 feet along said North right of way line to the **POINT OF BEGINNING**.

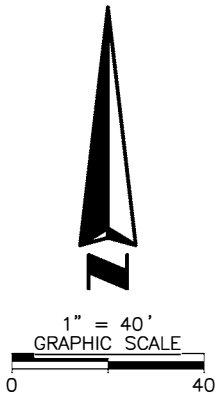
Containing 147 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p>DESCRIPTION</p> <p>FOR</p> <p>REMINGTON CDD</p> <p>OSCEOLA COUNTY</p>	<p>Date: JANUARY 24, 2022 DR</p>		<p>Certification Number LB2108 64576045- PS 828B</p>  <p>SSMC™</p> <p>SUE • SURVEY • GIS</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</p> <p>6500 All American Boulevard</p> <p>Orlando, Florida 32810-4350</p> <p>(407) 292-8600</p> <p>e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM</p> <p>Registered Land Surveyor Number 7288</p>
	<p>Job Number: 64576</p>	<p>Scale: 1" = 40'</p>	
	<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p> <p>REVISED: 6/24/2022</p>		
	<p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION
PS-828B



REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

TRACT "E"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28 & 29

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	14.66'
L2	S53°55'08"E	24.79'
L3	S89°50'53"W	20.00'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

EXHIBIT "A" – PAGE 11 of 12

PS PARCEL 728A

TEMPORARY CONSTRUCTION EASEMENT

PS Parcel 728A is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for side slope extending beyond sidewalk and for removal of existing sidewalk outside of Right-of-Way. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Exhibit "A" or after five (5) years, whichever occurs first.

PS PARCEL 728B

TEMPORARY CONSTRUCTION EASEMENT

PS Parcel 728B is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for construction of new curb returns and side street tie-down. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Exhibit "A" or after five (5) years, whichever occurs first.

PS PARCEL 728C

TEMPORARY CONSTRUCTION EASEMENT

PS Parcel 728C is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for side slope extending beyond sidewalk and for removal of existing sidewalk outside of Right-of-Way. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Exhibit "A" or after five (5) years, whichever occurs first.

EXHIBIT "A" – PAGE 12 of 12

PS PARCEL 828A

PERMANENT EASEMENT

PS PARCEL 828A: THE INTEREST BEING ACQUIRED IS A PERMANENT EASEMENT FOR ROADWAY, TRAFFIC SIGNAL CONSTRUCTION AND MAINTENANCE.

PS PARCEL 828B

PERMANENT EASEMENT

PS PARCEL 828B: THE INTEREST BEING ACQUIRED IS A PERMANENT EASEMENT FOR ROADWAY, TRAFFIC SIGNAL CONSTRUCTION AND MAINTENANCE.



Osceola County
PURCHASE AGREEMENT

PROJECT NAME: Partin Settlement Road
PS 728A/728B/728C,
PARCEL #: 828A/828B

Seller: Remington Community Development District, a unit of special purpose government
C/O Government MGMT Services, 219 E. Livingston St., Orlando, FL 32801-1508

Buyer: Osceola County, 1 Courthouse Square, Suite 3100, Kissimmee, Florida 34741

Buyer and Seller hereby agree that Seller shall sell, and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

a. Estate being purchased: ☐ Fee Simple ☒ Permanent Easement ☒ Temporary Easement ☐ Leasehold

b. Real property described as:

PS Parcel 728A:	A 6,427 square foot Temporary Construction Easement, further described in attached Exhibit "A"
PS Parcel 728B:	A 3,272 square foot Temporary Construction Easement, further described in attached Exhibit "A"
PS Parcel 728C	A 2,562 square foot Temporary Construction Easement, further described in attached Exhibit "A"
PS Parcel 828A:	A 1,928 square foot Permanent Easement, further described in attached Exhibit "A"
PS Parcel 828B:	A 147 square foot Permanent Easement, further described in attached Exhibit "A"

c. Personal property: N/A

Buildings, structures, fixtures and other improvements owned by others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been made, for these items.

II. Purchase Price

a. Real Property

Land	1.	\$	<u>12,200.00</u>
Improvements	2.	\$	<u>53,800.00</u>
Real Estate Damages	3.	\$	<u>22,600.00</u>
(Severance/Cost-to-Cure)			
Total Real Property	4.	\$	<u>88,600.00</u>
b. Total of Other Costs	5.	\$	<u>0.00</u>
List:		\$	<u>0.00</u>
Total Purchase Price (Add Lines 4 and 5)		\$	<u>88,600.00</u>
c. Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	<u>88,600.00</u>
d. Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$	<u>0.00</u>

III. Conditions and Limitations

a. Seller is responsible for all taxes due on the property up to, but not including the day of closing.

- b. Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. At least 15 days prior to Closing a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions thereto, and, after Closing, an owner's policy of title insurance shall be obtained and delivered to Buyer, at Buyer's expense. Unless otherwise agreed in writing, Buyer will obtain the title insurance from a vendor of its choice. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of action of the Seller.
- c. Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- d. Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- e. The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Florida Statutes**.
- f. Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- g. Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

IV. Closing Date

The closing will occur no later than 60 days after Final County Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

☐ There is an addendum to this agreement. Page _____ Is made a part of this agreement.

☒ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final County Acceptance by Buyer pursuant to **Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final County Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion or undue influence involving this agreement. Final County Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or print name

Signature Date

Type or print name

Buyer

Osceola County

BY:

Signature Date

Type or print name and title

VII. Final County Acceptance

The Buyer has granted Final County Acceptance this _____ day of _____ , _____ .

BY: _____
Signature Type or print name and title

Legal Review: _____
Date

Type or print name and title

DESCRIPTION
PS-728A

EXHIBIT "A" - PAGE 1 of 12


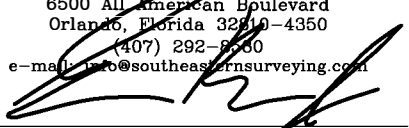
A portion of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence the following two (2) courses and distances along the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1: South 89°50'53" West, a distance of 535.58 feet; North 00°30'33" West, a distance of 12.00 feet; thence departing said North right of way line North 89°50'53" East, a distance of 535.65 feet, to a point on the West right of way line of Remington Boulevard per said Remington – Phase 2; thence South 00°09'05" East, a distance of 12.00 feet along said West right of way line to the **POINT OF BEGINNING**.

Containing 6,427 square feet, more or less.

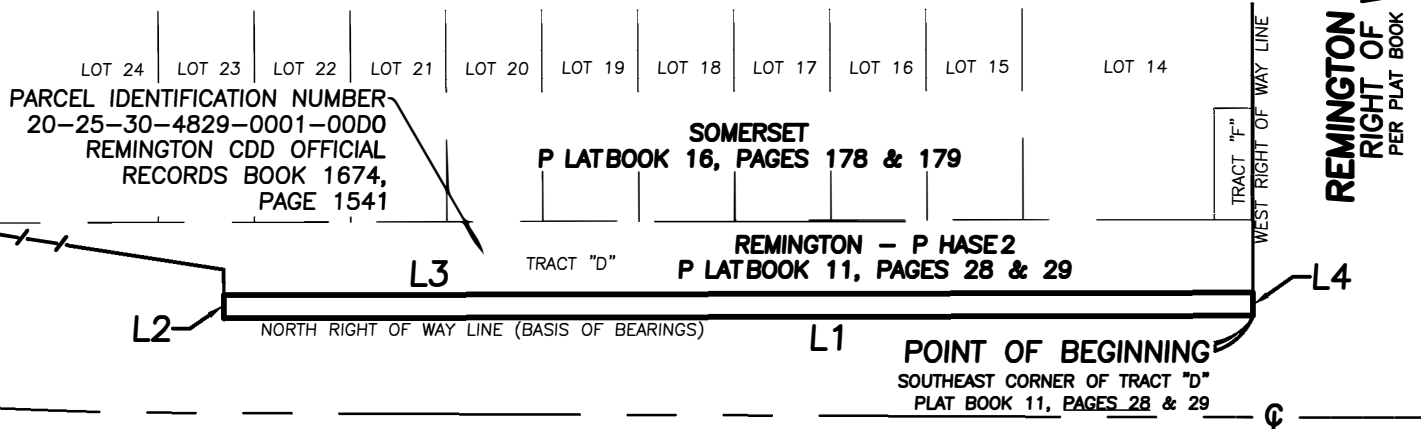
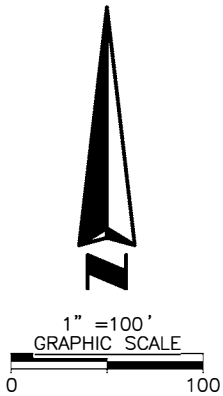
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8600 e-mail: info@southeasternsurveying.com
	Job Number: 64576	Scale: 1" = 100'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
			 EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288

SKETCH OF DESCRIPTION
PS-728A

EXHIBIT "A" - PAGE 2 of 12



PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°50'53"W	535.58'
L2	N00°30'33"W	12.00'
L3	N89°50'53"E	535.65'
L4	S00°09'05"E	12.00'



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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Drawing No. 64576042 - PS 728A
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-728B

EXHIBIT "A" - PAGE 3 of 12


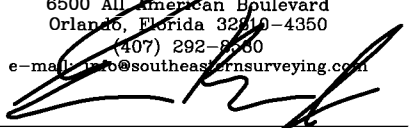
A portion of Tract "C", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington – Phase 2 to the **POINT OF BEGINNING**; thence continuing along said West right of way line, North 00°09'05" West, a distance of 25.00 feet; thence departing said West right of way line North 89°50'53" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 25.34 feet along said East right of way line; thence departing said East right of way line North 90°00'00" West, a distance of 130.00 feet to the **POINT OF BEGINNING**.

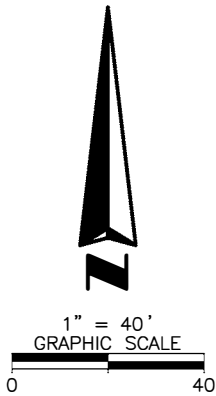
Containing 3,272 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		<div>Certification Number LB210864576044 – PS 728B</div>  <div>SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8600 e-mail: info@southeasternsurveying.com</div>  <div>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</div>
	Job Number: 64576	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-728B



LOT 14

SOMERSET
PLAT BOOK 16, PAGES 178 & 179

TRACT "F"

WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

TRACT "C"

N89°50'53"E 130.00'

EAST RIGHT OF WAY LINE

TRACT "G"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00G0
REMINGTON CDD

OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00D0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "D"

POINT OF BEGINNING

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28 & 29

L2

L1

N90°00'00"W 130.00'

L3

TRACT "E"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	N00°09'05"W	25.00'
L3	S00°09'05"E	25.34'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64576044 - PS 728B

Job No. 64576

Date: JANUARY 24, 2022

SHEET 2 OF 2

See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 2

DESCRIPTION
PS-728C

EXHIBIT "A" - PAGE 5 of 12

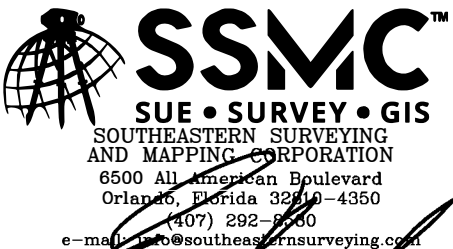
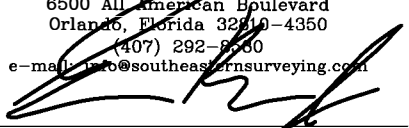
A portion of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 10.00 feet along the East right of way line of Remington Boulevard per said Remington – Phase 2; thence departing said East right of way line North 89°50'53" East, a distance of 6.35 feet to the **POINT OF BEGINNING**; thence the following tow (2) courses and distances: North 89°50'53" East, a distance of 127.03 feet; South 88°02'46" East, a distance of 272.16 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 385.35 feet along said North right of way line; thence departing said North right of way line North 53°55'08" West, a distance of 16.92 feet to the **POINT OF BEGINNING**.

Containing 2,562 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p>DESCRIPTION</p> <p>FOR</p> <p>REMINGTON CDD</p> <p>OSCEOLA COUNTY</p>	<p>Date: JANUARY 24, 2022 DR</p>		<p>Certification Number LB210864576046 – PS 728C</p>  <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32819-4350 (407) 292-8600 e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</p>
	<p>Job Number: 64576</p>	<p>Scale: 1" = 60'</p>	
	<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022</p>		
	<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION
PS-728C

EXHIBIT "A" - PAGE 6 of 12



1" = 60'
GRAPHIC SCALE
0 60

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

EAST RIGHT OF WAY LINE
TRACT "G"

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

TRACT "E"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS BOOK 1674, PAGE 1541
S88°02'46"E 272.16'

L2 POINT OF BEGINNING
N89°50'53"E 127.03'

S89°50'53"W 385.35'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28 & 29

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	10.00'
L2	N89°50'53"E	6.35'
L3	N53°55'08"W	16.92'



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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64576046 - PS 728C
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2


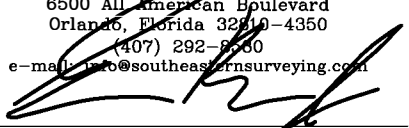
A portion of Tract "C", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington – Phase 2 ; thence departing said West right of way line North 90°00'00" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 14.66 feet along said East right of way line, to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 130.00 feet along said North right of way line to the **POINT OF BEGINNING**.

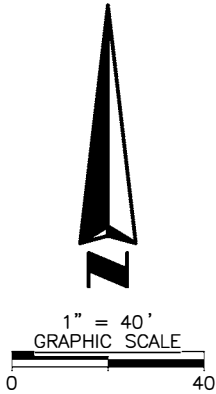
Containing 1,928 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p>DESCRIPTION</p> <p>FOR</p> <p>REMINGTON CDD</p> <p>OSCEOLA COUNTY</p>	<p>Date: JANUARY 24, 2022 DR</p>		<p>Certification Number LB210864576043 – PS 828A</p>  <p>SSMC™</p> <p>SUE • SURVEY • GIS</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</p> <p>6500 All American Boulevard</p> <p>Orlando, Florida 32810-4350</p> <p>(407) 292-8500</p> <p>e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM</p> <p>Registered Land Surveyor Number 7288</p>
	<p>Job Number: 64576</p>	<p>Scale: 1" = 40'</p>	
	<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p> <p>REVISED: 6/24/2022</p>		
	<p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION
PS-828A



LOT 14
SOMERSET
PLAT BOOK 16, PAGES 178 & 179

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00D0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541
TRACT "D"

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28 & 29

TRACT "F"
WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

N90°00'00"E 130.00'

S89°50'53"W 130.00'

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "G"
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00G0
REMINGTON CDD
OFFICIAL RECORDS BOOK 1674, PAGE 1541
REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

TRACT "E"

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	S00°09'05"E	14.66'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



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SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com


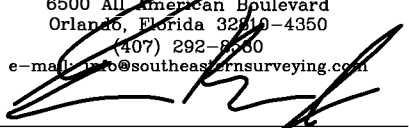
A portion of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 14.66 feet along the East right of way line of Remington Boulevard per said Remington – Phase 2; thence departing said East right of way line South 53°55'08" East, a distance of 24.79 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 20.00 feet along said North right of way line to the **POINT OF BEGINNING**.

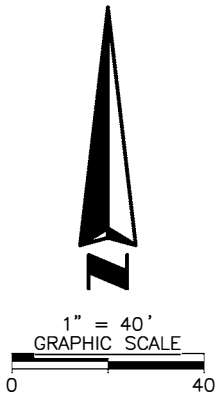
Containing 147 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p>DESCRIPTION</p> <p>FOR</p> <p>REMINGTON CDD</p> <p>OSCEOLA COUNTY</p>	<p>Date: JANUARY 24, 2022 DR</p>		<p>Certification Number LB2108 64576045- PS 828B</p>  <p>SSMC™</p> <p>SUE • SURVEY • GIS</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</p> <p>6500 All American Boulevard</p> <p>Orlando, Florida 32810-4350</p> <p>(407) 292-8500</p> <p>e-mail: info@southeasternsurveying.com</p>  <p>EDWIN MUNOZ JR., PSM</p> <p>Registered Land Surveyor Number 7288</p>
	<p>Job Number: 64576</p>	<p>Scale: 1" = 40'</p>	
	<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p> <p>REVISED: 6/24/2022</p>		
	<p>SHEET 1 OF 2</p> <p>SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION
PS-828B



REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "E"

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28 & 29

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	14.66'
L2	S53°55'08"E	24.79'
L3	S89°50'53"W	20.00'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64576045- PS 828B

Job No. 64576

Date: JANUARY 24, 2022

SHEET 2 OF 2

See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 2

EXHIBIT "A" – PAGE 11 of 12

PS PARCEL 728A

TEMPORARY CONSTRUCTION EASEMENT

PS Parcel 728A is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for side slope extending beyond sidewalk and for removal of existing sidewalk outside of Right-of-Way. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Exhibit "A" or after five (5) years, whichever occurs first.

PS PARCEL 728B

TEMPORARY CONSTRUCTION EASEMENT

PS Parcel 728B is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for construction of new curb returns and side street tie-down. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Exhibit "A" or after five (5) years, whichever occurs first.

PS PARCEL 728C

TEMPORARY CONSTRUCTION EASEMENT

PS Parcel 728C is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for side slope extending beyond sidewalk and for removal of existing sidewalk outside of Right-of-Way. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Exhibit "A" or after five (5) years, whichever occurs first.

EXHIBIT "A" – PAGE 12 of 12

PS PARCEL 828A

PERMANENT EASEMENT

PS PARCEL 828A: THE INTEREST BEING ACQUIRED IS A PERMANENT EASEMENT FOR ROADWAY, TRAFFIC SIGNAL CONSTRUCTION AND MAINTENANCE.

PS PARCEL 828B

PERMANENT EASEMENT

PS PARCEL 828B: THE INTEREST BEING ACQUIRED IS A PERMANENT EASEMENT FOR ROADWAY, TRAFFIC SIGNAL CONSTRUCTION AND MAINTENANCE.



be first to
what's next.

Transportation & Transit Department

September 1, 2022

Tawny Olore, PE
Executive Director

PROJECT: Partin Settlement Road
PARCEL NO.(S): PS 728A/728B/728C
PS 828A/828B
O&E NO.: TBD
TAX ID NO.: 20-25-30-4829-0001-00D0
20-25-30-4829-0001-00C0
20-25-30-4829-0001-00E0

CERTIFIED MAIL:

UPDATED NOTICE TO OWNER

Joshua DeVries, AICP
Transportation Planning

Remington CDD
C/O Government MGMT Services
219 E. Livingston St.
Orlando, FL 32801-1508

Steven Kane, PE
Transportation Engineer

Dear Property Owner,

Osceola County is planning the following improvement of the above referenced transportation facility:

Partin Settlement Road Improvements

Kathy Lee, PE
Traffic Engineering

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled *The Real Estate Acquisition Process*, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Rene LaPorte
Construction

Parcel Sketch

Gary Yeager
Traffic Operations

Suitable access will be provided by the County to all property affected by the Project and will be reflected on the County's plans once they are finalized. If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options, and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the County must acquire real estate from you. The following is a summary of your rights:

- You may accompany the County's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the County's appraisal, right-of-way maps and construction plans.
- The County will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If an agreement cannot be reached on the purchase price, a condemnation lawsuit will not be filed until at least 30 days after you receive the initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes the value of the real estate acquired, together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the County's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled *The Real Estate Acquisition Process*. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the County. As previously mentioned, the County will pay for certain types of services. However, by law, there are limitations placed on what the County can pay. We encourage you to contact us and allow us to fully explain our reimbursement of fees and costs in the enclosed brochure.

Over the coming months, you will be contacted by various County representatives who will schedule property inspections, assess your relocation needs and negotiate with you for the purchase of your property. If you have any questions about any aspect of our acquisition process or if you have information that would help us determine a fair value of your property or help us provide service to you, please let us know. Regardless of whether we can reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

Please fill out and return the enclosed questionnaire in the postage-paid envelope provided in this package. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems or require additional information, please do not hesitate to contact Rossanna Asencio at (407) 427-2174 or rossanna@americanacquisition.com.

Sincerely,



Sally Myers
Right-of-Way & Asset Manager

cc: Scott D. Clark, Esq. (electronically)

Enclosures:

- A Parcel Sketch & Construction Plans
- B The Real Estate Acquisition Process Brochure
- C Property Owner Questionnaire
- D Business Owner Questionnaire
- E Business Survey
- F Representative Authorization
- G Pre-Addressed Return Envelope

DESCRIPTION
PS-728A


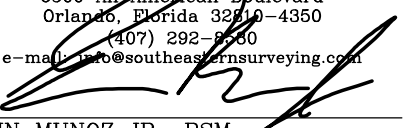
A portion of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence the following two (2) courses and distances along the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1: South 89°50'53" West, a distance of 535.58 feet; North 00°30'33" West, a distance of 12.00 feet; thence departing said North right of way line North 89°50'53" East, a distance of 535.65 feet, to a point on the West right of way line of Remington Boulevard per said Remington – Phase 2; thence South 00°09'05" East, a distance of 12.00 feet along said West right of way line to the **POINT OF BEGINNING**.

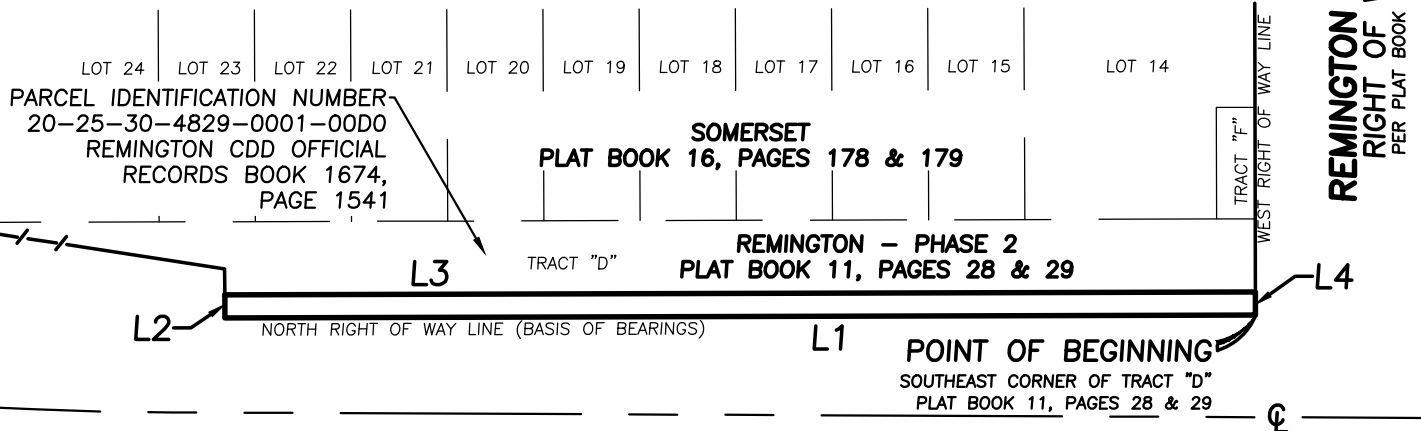
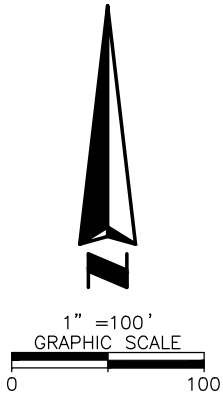
Containing 6,427 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		<div>Certification Number LB210864576042 – PS 728A</div>  <div>SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com</div>  <div>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</div>
	Job Number: 64576	Scale: 1" = 100'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-728A



LINE TABLE

LINE #	BEARING	LENGTH
L1	S89°50'53"W	535.58'
L2	N00°30'33"W	12.00'
L3	N89°50'53"E	535.65'
L4	S00°09'05"E	12.00'



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-728B


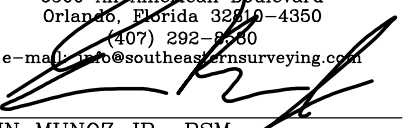
A portion of Tract "C", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington – Phase 2 to the **POINT OF BEGINNING**; thence continuing along said West right of way line, North 00°09'05" West, a distance of 25.00 feet; thence departing said West right of way line North 89°50'53" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 25.34 feet along said East right of way line; thence departing said East right of way line North 90°00'00" West, a distance of 130.00 feet to the **POINT OF BEGINNING**.

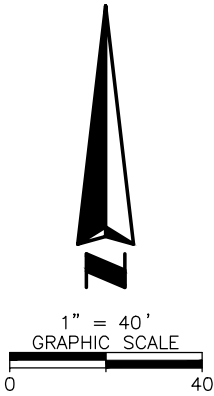
Containing 3,272 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		<div>Certification Number LB210864576044 – PS 728B</div>  <div>SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com</div>  <div>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</div>
	Job Number: 64576	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-728B



LOT 14
SOMERSET
PLAT BOOK 16, PAGES 178 & 179

TRACT "F"

WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

TRACT "C"

N89°50'53"E 130.00'

N90°00'00"W 130.00'

EAST RIGHT OF WAY LINE

TRACT "G"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00G0
REMINGTON CDD
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00D0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "D"

POINT OF BEGINNING

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "E"

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	N00°09'05"W	25.00'
L3	S00°09'05"E	25.34'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64576044 - PS 728B
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

DESCRIPTION
PS-728C


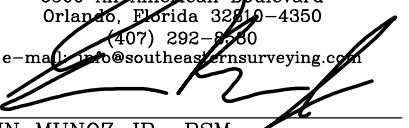
A portion of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 10.00 feet along the East right of way line of Remington Boulevard per said Remington – Phase 2; thence departing said East right of way line North 89°50'53" East, a distance of 6.35 feet to the **POINT OF BEGINNING**; thence the following tow (2) courses and distances: North 89°50'53" East, a distance of 127.03 feet; South 88°02'46" East, a distance of 272.16 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 385.35 feet along said North right of way line; thence departing said North right of way line North 53°55'08" West, a distance of 16.92 feet to the **POINT OF BEGINNING**.

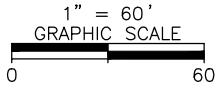
Containing 2,562 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		<div>Certification Number LB210864576046 – PS 728C</div>  <div>SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com</div>  <div>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</div>
	Job Number: 64576	Scale: 1" = 60'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-728C



REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

EAST RIGHT OF WAY LINE
TRACT "C"

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

TRACT "E"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS BOOK 1674, PAGE 1541
S88°02'46"E 272.16'

L2 POINT OF BEGINNING
N89°50'53"E 127.03'

S89°50'53"W 385.35'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28 & 29

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	10.00'
L2	N89°50'53"E	6.35'
L3	N53°55'08"W	16.92'



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-828A


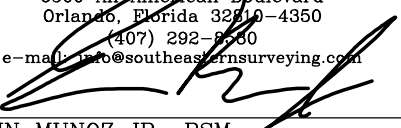
A portion of Tract "C", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington – Phase 2 ; thence departing said West right of way line North 90°00'00" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 14.66 feet along said East right of way line, to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 130.00 feet along said North right of way line to the **POINT OF BEGINNING**.

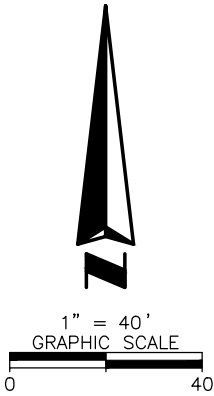
Containing 1,928 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		<div>Certification Number LB210864576043 – PS 828A</div>  <div>SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com</div>  <div>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</div>
	Job Number: 64576	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-828A



LOT 14
SOMERSET
PLAT BOOK 16, PAGES 178 & 179

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00D0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541
TRACT "D"

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28 & 29

TRACT "F"
WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

N90°00'00"E 130.00'

S89°50'53"W 130.00'

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

EAST RIGHT OF WAY LINE

TRACT "G"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00G0
REMINGTON CDD
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

TRACT "E"

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	S00°09'05"E	14.66'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-828B


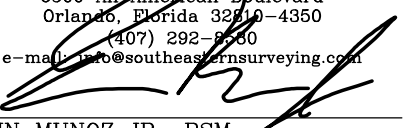
A portion of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Tract "E", Remington – Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 14.66 feet along the East right of way line of Remington Boulevard per said Remington – Phase 2; thence departing said East right of way line South 53°55'08" East, a distance of 24.79 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 20.00 feet along said North right of way line to the **POINT OF BEGINNING**.

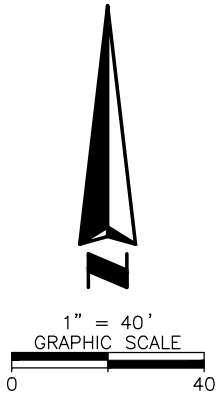
Containing 147 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being South 89°50'53" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288
	Job Number: 64576	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 6/24/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
PS-828B



REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28 & 29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "E"

TRACT "G"

EAST RIGHT OF WAY LINE

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28 & 29

L1
L2
L3

Q

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	14.66'
L2	S53°55'08"E	24.79'
L3	S89°50'53"W	20.00'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64576045- PS 828B
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

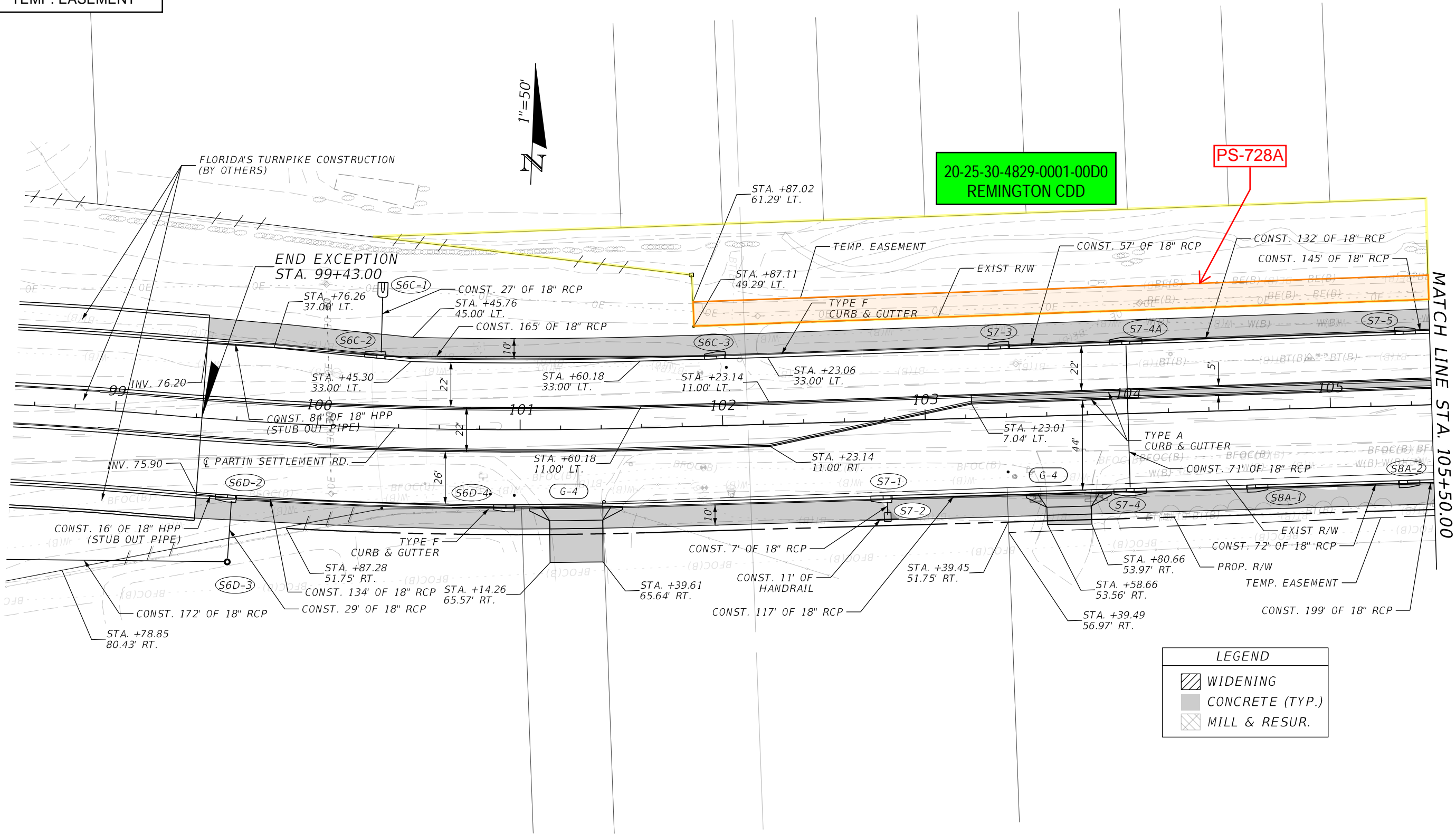
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

7/22/2022 2:05:41 PM kyang
c:\pwworking\jmt\ncarline\jmt.com\d0156120\PLAN\RD01.dgn

LEGEND

PROPERTY OUTLINE

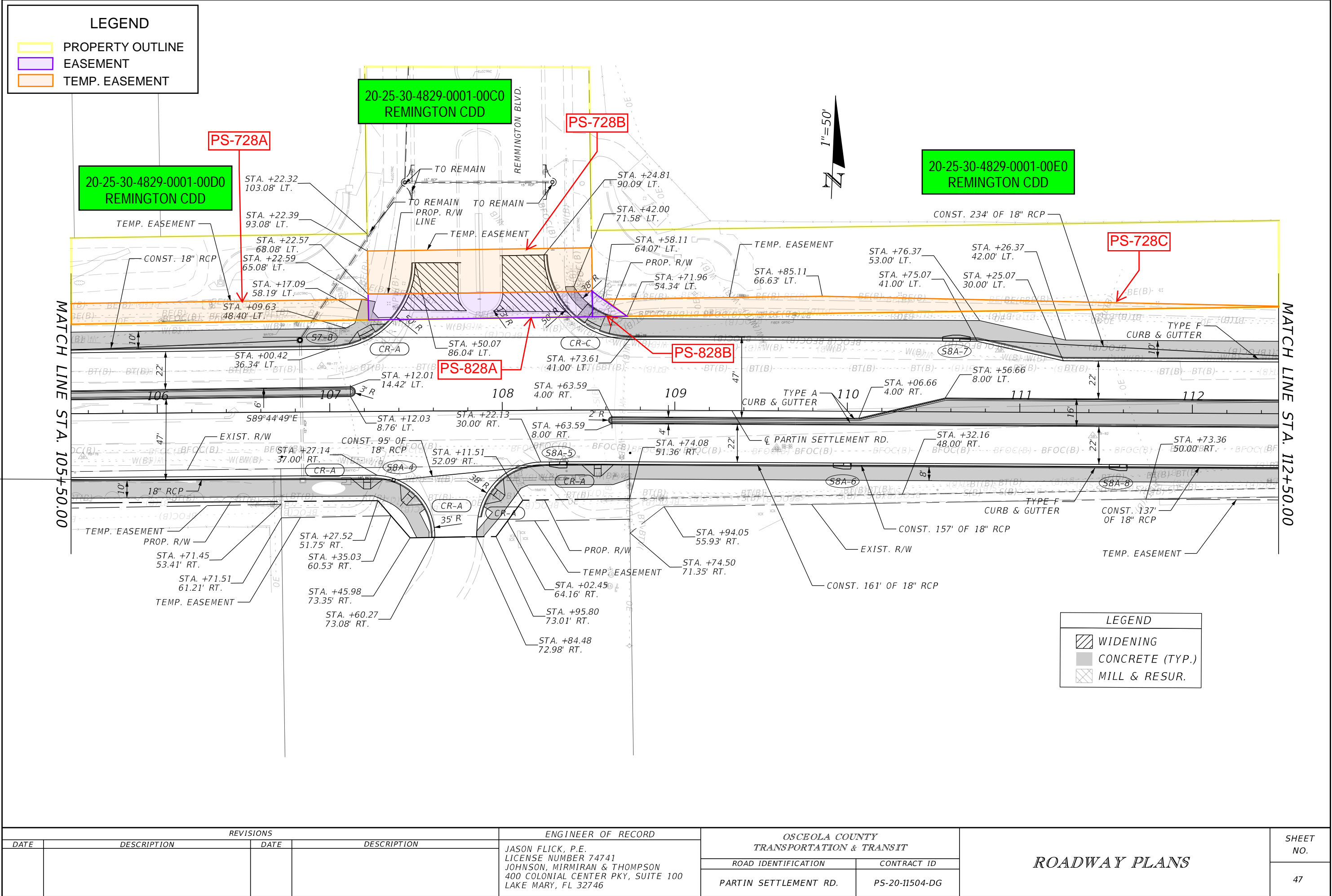
TEMP. EASEMENT



REVISIONS				ENGINEER OF RECORD		OSCEOLA COUNTY TRANSPORTATION & TRANSIT		ROADWAY PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JASON FLICK, P.E. LICENSE NUMBER 74741 JOHNSON, MIRMIRAN & THOMPSON 400 COLONIAL CENTER PKY, SUITE 100 LAKE MARY, FL 32746		ROAD IDENTIFICATION	CONTRACT ID		46
						PARTIN SETTLEMENT RD.	PS-20-11504-DG		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

7/22/2022 2:05:43 PM kyang
c:\pwworking\jmt.com\d0156120\PLANRD01.dgn



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND

- PROPERTY OUTLINE
- TEMP. EASEMENT



20-25-30-4829-0001-00E0
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REVISIONS				ENGINEER OF RECORD	OSCEOLA COUNTY TRANSPORTATION & TRANSIT		ROADWAY PLANS	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD IDENTIFICATION		CONTRACT ID	48
						PARTIN SETTLEMENT RD.		PS-20-11504-DG	
				JASON FLICK, P.E. LICENSE NUMBER 74741 JOHNSON, MIRMIRAN & THOMPSON 400 COLONIAL CENTER PKY, SUITE 100 LAKE MARY, FL 32746					

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

ACQUISITION OF REAL PROPERTY



Introduction

Osceola County has prepared this informational document to describe the procedures the County must follow by law in purchasing your property. If anything in this letter, or the attachments, is unclear, please contact Sally Myers, Right-of-Way and Asset Manager for Osceola County at 407-742-0502 or sally.myers@osceola.org.

You will receive a written offer from Osceola County along with an explanation of the rights guaranteed to you by law. The letter will explain the nature of the project for which your property is needed, describe the portion of your property needed for the project and provide you the project and parcel designation we will use to identify the portion of your property being acquired. If you request copies of our appraisal of your property, right of way maps or construction plans, we will provide them within 15 business day of our receipt of your request. If our right of way maps and construction plans are not complete at the time of your request, we will provide them to the extent they are prepared.

Appraisal of Real Property

You will be contacted by an independent appraiser or real estate specialist working for Osceola County who will appraise or otherwise estimate the value of your property. The appraiser or real estate specialist must inspect your property as part of the valuation process. You are encouraged to be present during the inspection and provide any information you believe affects the value of your property.

You may obtain your own appraisal of the portion of your property being acquired. In order for the County to pay an appraisal fee, you must provide us a copy of your appraisal and submit an invoice showing the services performed by date, the hourly rate and the amount of the fee.

Negotiation for Purchase of Real Property

You will receive a written offer to purchase your property. The offer will be no less than the appraised value. If only a portion of your property is being acquired, the offer will also include an amount necessary to compensate you for any loss in value to your remaining property resulting from the partial acquisition. We will negotiate with you to try and reach a mutually acceptable agreement for the purchase of your property.

You may wish to be represented by an attorney or other agent during negotiations. If you choose to be represented, we will ask you to provide us written authorization, signed by both you and your representative. Once we have received your written authorization, we will conduct negotiations with your representative. However, the initial written offer must be delivered directly to you. Your authorized representative may be present when we deliver the initial offer, if you wish.

If you choose to be represented by an attorney, the County will pay a reasonable fee for his/her services provided the attorney is licensed to practice in Florida. If we reach an agreement with you for the purchase of your property, we will pay your attorney to review and analyze the details of the acquisition and to assist you in negotiations. The amount for attorney fees will either be based on a schedule contained in Florida Statutes, or if we both agree, based on a reasonable number of hours and hourly rate. If we cannot agree to a purchase price, attorney fees will be paid as described later under Eminent Domain. If we reach an agreement as to the amount of compensation, you will be asked to sign a purchase agreement agreeing to the terms of the sale.

You do not have to accept our offer of compensation for your property. You may make a counteroffer in the amount you feel is appropriate and we will consider your counteroffer in the negotiations. If we cannot reach an agreement as to the amount of compensation for your property the County may, as a last resort, seek to acquire your property through the courts. This is known as condemnation and is explained more thoroughly in the section entitled Eminent Domain. By law you must be given at least 30 days from the date you receive our written offer to respond before we can begin the condemnation process.

Real Estate Closing

At the closing we will provide the check for the agreed amount of compensation for your property and any damages to your remaining property, if applicable. In exchange, you will be asked to sign the appropriate documents to convey your property to Osceola County. The payment of fees and costs will also take place at closing. Fees and costs will not affect the agreed upon price for the real estate.

If we reach agreement on the value of your property, but cannot agree on the amount of the fees and costs, we can go forward with the closing for real estate and defer payment of the fees and costs. Ultimately, if we cannot agree on an amount for fees and costs, you have the right to file an action in the Circuit Court and have the court decide the amount to be paid.

Eminent Domain

1. Osceola County always prefers to acquire property through negotiated settlements. However, if after negotiations we cannot agree on the price to be paid for your property, the County must consider acquisition through the courts which is called condemnation. The right to acquire private property through condemnation is known as the power of eminent domain.
2. Although the County has the right to acquire private property, it must insure the owner is fully compensated for the property. In a condemnation suit, a jury may ultimately decide the amount the County must pay. However, if the County files a condemnation suit, we will continue to negotiate with you and your attorney to try to arrive at a mutually satisfactory amount to compensate you for your property. If we agree on the terms of settlement, the condemnation suit will be concluded, and your fees and costs will be paid as previously described.

3. In a condemnation action, your attorney fees will be paid based on a schedule contained in Florida Statutes. Fees will be paid calculated as a percentage of the benefit your attorney achieves for you. The term benefit means the difference between the amounts the court awards (final judgment amount) and the amount of the last written offer made before you hire an attorney. If no written offer has been made before you hire an attorney, the benefit will be calculated from the first written offer made by the County after you hire an attorney. In determining the amount of benefit for the purposes of calculating attorney fees, the court may also consider nonmonetary benefits the attorney obtains for you.
4. After 120 days have passed, from the time you file your answer to our lawsuit, you may make an offer to the County to settle all claims, except fees and costs. This offer is known as a defendant's offer of judgment. If we reject your offer of judgment and the amount the court awards (final judgment amount) exclusive of interest, is equal to or more than your offer of judgment, your attorney fees will be paid based on an amount the court determines you would ordinarily be expected to pay if the County were not responsible for payment. Please be aware that the law limits your offer of judgment to a maximum of \$100,000.
5. The reasonable costs you incur for services other than legal services, as a result of the condemnation, will also be paid by the County. However, payment of these costs may be limited, if after 120 days from the date you file your answer to our lawsuit the County makes an offer to settle all claims, excluding fees and costs (petitioner's offer of judgment). If you reject our offer of judgment and the amount the jury awards (final judgment amount), exclusive of interest, is equal to or less than our offer of judgment, you will be responsible for all costs you incur after the date you reject our offer of judgment.

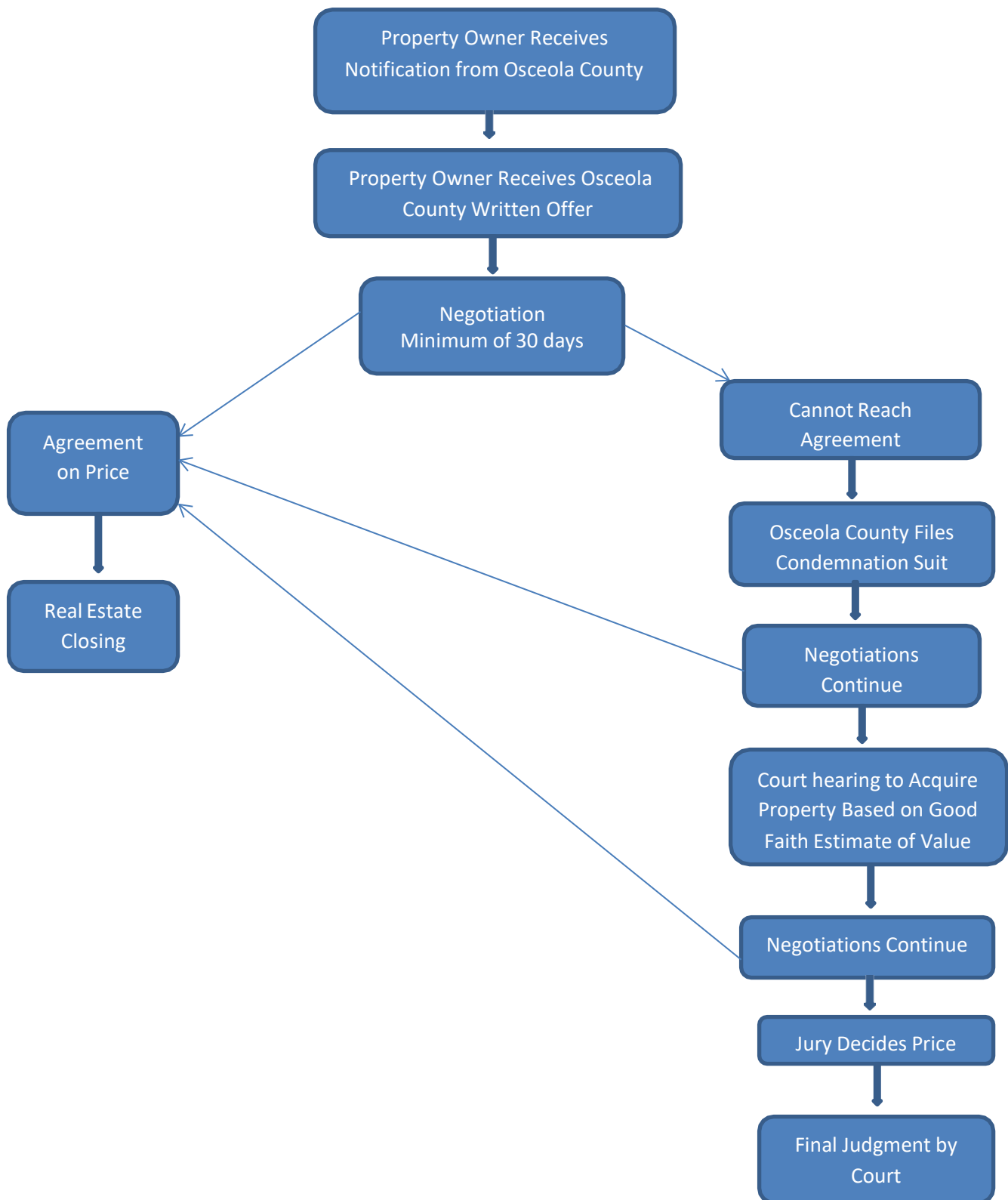
The law does not allow the County to pay interest on amounts for fees and costs.

Conclusion

We understand that a transportation project requiring the acquisition of private property may cause concern and result in many questions. We are very interested in hearing your concerns and answering your questions. You will have adequate time to obtain all of the information you need, to study your options and make informed decisions. Please be assured we will do everything we can do to be sensitive and responsive to your needs and to insure you receive all of your rights.

The rights explained in this informational letter are derived from Chapter 73, Florida Statutes. The relevant portions of Chapter 73 are provided for your information (see Appendix).

PROPERTY ACQUISITION
At-A-Glance



BUSINESS DAMAGES

Introduction to Business Damages

As the owner of business located on property acquired for a transportation project, you may be eligible to receive compensation for damages directly caused by the acquisition. This informational letter explains your rights and responsibilities and how an eligible business may file a claim for business damages. It also explains the procedures we must follow in compensating you for eligible business damage claims. If you have questions after reading this letter, please ask us. We want to work with you to ensure you are compensated for any legally compensable damages your business experiences.

You will receive a letter notifying you of your legal rights either at the time we make a written purchase offer to the owner of the real estate on which your business is located or shortly thereafter. The letter will explain the nature of the project, describe the portion of the property needed, and provide you the project and parcel designation we will use to identify the portion of the property that will be acquired. The letter will also provide contact information for Osceola County where you can obtain additional information about the property and the project. If you request copies of right of way maps, construction plans and our appraisal on which our offer to the landowner is based, we will provide them to you within 15 business days after we receive your request. If our right of way maps and construction plans are not complete at the time of your request, we will provide them to the extent they are prepared.

We may reimburse you for certain fees and costs you incur as a result of an eligible business damage claim, such as attorney and/or accountant or business damage expert fees. Please understand the County cannot pay fees and costs if your business is not eligible for damages as described later in this letter.

Eligibility for Business Damages

To be eligible for a business damage payment, your business must meet the following conditions:

- The business must hold a property interest in the portion of the property being acquired.
- The acquisition must be a partial acquisition of the property on which your business is located. Your business will not qualify for damages if all of the real estate on which your business is located is acquired.
- Your business must have been in operation on the site for at least 5 years immediately prior to Osceola County's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

Filing a Business Damage Claim

You may claim business damages if your business is damaged and it is eligible as described in the section entitled Eligibility for Business Damages. If you claim damages, you must submit a good faith written offer to settle your business claim to Osceola County no later than 180 days after you receive the letter described in the Introduction to Business Damages.

You must send your offer by certified mail to Osceola County, Public Works Department, c/o Sally Myers, 1 Courthouse Square, Suite 3100, Kissimmee, FL 34741. If you do not submit your offer to settle your

business claim within the specified time, your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your offer to settle your business damage claim must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by:

- You as the business owner,
- A certified public accountant or
- A business damage expert familiar with the operations of your business.

With your offer, you must also provide copies of your business records for the five years immediately preceding the date of the County's letter as described in the Introduction to Business Damages.

Records must be attributable to the business operation on the property being acquired and any other record(s) you relied upon in supporting your business damage claim. Business records, as defined by law, include but are not limited to federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statements and state corporate income tax returns. If you request in writing that your records be maintained as confidential, we will do so.

Please be aware that if you fail to provide records needed to substantiate your claim, the amount of attorney fees you are eligible to receive could be affected.

Osceola County's Response to Your Business Claim

Within 120 days after we receive your offer, we will send you a written response by certified mail. We will either, accept your offer, reject your offer or make a counteroffer for settlement of your claim.

If you do not provide records as described in Filing a Business Damage Claim and those records are found in subsequent legal proceedings to be necessary to determine the amount of your business damages, we will provide you a written counteroffer within 90 days following our receipt of the additional records.

Settlement of a Business Damage Claim

If we reach agreement on the amount of your business damages, we will schedule a business damage closing as described later in this letter under Business Damage Closing.

In addition to the payment for business damages, the County will pay reasonable costs you incur in preparing and presenting your business damage claim. These costs include, but are not limited to, the cost for hiring a certified public accountant or business damage expert. You must provide us copies of all work produced by your experts for whom you are seeking payment. You must also provide invoices detailing the services performed by date, hourly rate and the total fee. The County will pay based on the usual and customary rates for such services charged.

If you choose to be represented by an attorney, the County will pay a reasonable fee for your attorney to assist you in preparing and presenting your claim. If we accept your initial offer to settle your eligible

business damage claim or if settlement is based on your acceptance of our initial counteroffer, the amount of fees will be based on a reasonable number of hours and hourly rate.

If settlement of business damages is not based on our acceptance of your initial offer or your acceptance of our initial counteroffer, payment of attorney fees will be based on a statutory formula.

Business Damage Closing

We will provide a check for the agreed amount of your damages at the business damage closing. In return, you will be asked to sign the necessary documents indicating that your claim for business damages has been settled. The payment of fees and costs will also take place at the closing. Fees and costs will not affect the agreed upon settlement.

If we reach agreement on the amount of your business damages, but cannot agree on the amount of the fees and costs to be paid, we can go forward with the business damage closing and defer payment of the fees and costs. You have the right to file an action in the Circuit Court and have the court decide the amount to be paid if we cannot agree on an amount for fees and costs.

Business Damages in Eminent Domain

If your claim for business damages is resolved in a condemnation proceeding, the reasonable costs you incur, other than attorney fees, will be paid as determined by the court.

If we accept your initial good faith offer or you accept our initial counteroffer, the amount of attorney fees will be based on the amount you would be expected to pay if the County were not responsible for the fees. Otherwise, we will pay attorney fees based on a statutory formula applied to the amount of benefit your attorney achieves for you. For the purpose of calculating attorney fees for amounts awarded for business damages. For the purposes of calculating benefit, the County's counteroffer will be, the initial amount we offer you in response to your claim. If we reject your initial claim and it is later determined you are entitled to business damages, the County's counteroffer will be considered to be zero. If you do not provide all of the records needed to substantiate your claim, the amount of the County's counteroffer will be the amount of our first written offer after we receive the additional records.

Conclusion

Be assured we want to compensate you for eligible damages your business experiences as a result of our acquisition. You can help us do this by providing all of the records needed to substantiate your claim for damages and working with us to arrive at a mutually satisfactory settlement.

The rights explained in this informational letter are derived from Chapter 73, Florida Statutes. The relevant portions of Chapter 73 are provided for your information. (See Appendix).

APPENDIX

73.015 Presuit negotiation. —

(1) Before an eminent domain proceeding is brought under this chapter or chapter 74, the condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.

(a) No later than the time the initial written or oral offer of compensation for acquisition is made to the fee owner, the condemning authority must notify the fee owner of the following:

1. That all or a portion of his or her property is necessary for a project.
2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
3. That, within 15 business days after receipt of a request by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
4. The fee owner's statutory rights under ss. 73.091 and 73.092, or alternatively provide copies of these provisions of law.
5. The fee owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4), or alternatively provide copies of these provisions of law.

(b) The condemning authority must provide a written offer of compensation to the fee owner as to the value of the property sought to be appropriated and, where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. The owner must be given at least 30 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.

(c) The notice and written offer must be sent by certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. Alternatively, the notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of a property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required by this section has been given.

(d) Notwithstanding this subsection, with respect to lands acquired under s. 253.025, the condemning authority is not required to give the fee owner the current appraisal before executing an option contract.

(2) Before an eminent domain proceeding is brought under this chapter or chapter 74 by the Department of Transportation or by a county, municipality, board, district, or other public body for the condemnation of right-of-way, the condemning authority must make a good faith effort to notify the business owners, including lessees, who operate a business located on the property to be acquired.

(a) The condemning authority must notify the business located on the property to be acquired.

1. That all or a portion of his or her property is necessary for a project.

2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.

3. That, within 15 business days after receipt of a request by the business owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.

4. The business owner's statutory rights under ss. 73.071, 73.091, and 73.092.

5. The business owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4).

(b) The notice must be made subsequent to or concurrent with the condemning authority's making the written offer of compensation to the fee owner pursuant to subsection (1). The notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property to be acquired, or if no agent is registered, by certified mail or personal delivery to the address of the business located on the property to be acquired. Notice to one owner of a multiple ownership business constitutes notice to all business owners of that business. The return of the notice as undeliverable by the postal authorities constitutes compliance with these provisions. The condemning authority is not required to give notice to a person who acquires an interest in the business after the notice required by this section has been given. Once notice has been made to business owners under this subsection, the condemning authority may file a condemnation proceeding pursuant to chapter 73 or chapter 74 for the property identified in the notice.

(c) If the business qualifies for business damages pursuant to s. 73.071(3)(b) and the business intends to claim business damages, the business owner must, within 180 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities, or at a later time mutually agreed to by the condemning authority and the business owner, submit to the condemning authority a good faith written offer to settle any claims of business damage. The written offer must be sent to the condemning authority by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage offer within 180 days, the court must strike the business owner's claim for business damages in any condemnation proceeding. If the court finds that the business owner has made a showing of a good faith justification for the failure to timely submit a business

damage offer, the court shall grant the business owner up to 180 days within which to submit a business damage offer, which the condemning authority must respond to within 120 days.

1. The business damage offer must include an explanation of the nature, extent, and monetary amount of such damage and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the owner's business. The business owner shall also provide to the condemning authority copies of the owner's business records that substantiate the good faith offer to settle the business damage claim. If additional information is needed beyond data that may be obtained from business records existing at the time of the offer, the business owner and condemning authority may agree on a schedule for the submission of such information.

2. As used in this paragraph, the term "business records" includes, but is not limited to, copies of federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statements, and state corporate income tax returns for the 5 years preceding notification which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

(d) Within 120 days after receipt of the good faith business damage offer and accompanying business records, the condemning authority must, by certified mail, accept or reject the business owner's offer or make a counteroffer. Failure of the condemning authority to respond to the business damage offer, or rejection thereof pursuant to this section, must be deemed to be a counteroffer of zero dollars for purposes of subsequent application of s. 73.092(1).

(3) At any time in the presuit negotiation process, the parties may agree to submit the compensation or business damage claims to nonbinding mediation. The parties shall agree upon a mediator certified under s. 44.102. In the event that there is a settlement reached as a result of mediation or other mutually acceptable dispute resolution procedure, the agreement reached shall be in writing. The written agreement provided for in this section shall incorporate by reference the right-of-way maps, construction plans, or other documents related to the taking upon which the settlement is based. In the event of a settlement, both parties shall have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the maps, plans, or other documents having been made a part of the record.

(4) If a settlement is reached between the condemning authority and a property or business owner prior to a lawsuit being filed, the property or business owner who settles compensation claims in lieu of condemnation shall be entitled to recover costs in the same manner as provided in s. 73.091 and attorney's fees in the same manner as provided in s. 73.092, more specifically as follows:

(a) Attorney's fees for presuit negotiations under this section regarding the amount of compensation to be paid for the land, severance damages, and improvements must be calculated in the same manner as provided in s. 73.092(1) unless the parties otherwise agree.

(b) If business damages are recovered by the business owner based on the condemning authority accepting the business owner's initial offer or the business owner accepting the condemning authority's initial counteroffer, attorney's fees must be calculated in accordance with s. 73.092(2), (3), (4), and (5) for the attorney's time incurred in presentation of the business owner's good faith offer under paragraph (2)(c). Otherwise, attorney's fees for the award of business damages must be calculated as provided in s.

73.092(1), based on the difference between the final judgment or settlement of business damages and the counteroffer to the business owner's offer by the condemning authority.

(c) Presuit costs must be presented, calculated, and awarded in the same manner as provided in s. 73.091, after submission by the business or property owner to the condemning authority of all appraisal reports, business damage reports, or other work products for which recovery is sought, and upon transfer of title of the real property by closing, upon payment of any amounts due for business damages, or upon final judgment.

(d) If the parties cannot agree on the amount of costs and attorney's fees to be paid by the condemning authority, the business or property owner may file a complaint in the circuit court in the county in which the property is located to recover attorney's fees and costs.

This shall only apply when the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road right-of-way.

(5) Evidence of negotiations or of any written or oral statements used in mediation or negotiations between the parties under this section is inadmissible in any condemnation proceeding, except in a proceeding to determine reasonable costs and attorney's fees.

History. —s. 57, ch. 99-385; s. 8, ch. 2001-256; s. 28, ch. 2016-233; s. 14, ch. 2020-2.

73.071 Jury trial; compensation; severance damages; business damages. —

(1) When the action is at issue, and only upon notice and hearing to set the cause for trial, the court shall impanel a jury of 12 persons as soon as practical considering the reasonable necessities of the court and of the parties, and giving preference to the trial of eminent domain cases over other civil actions, and submit the issue of compensation to them for determination, which issue shall be tried in the same manner as other issues of fact are tried in the circuit courts.

(2) The amount of such compensation shall be determined as of the date of trial, or the date upon which title passes, whichever shall occur first.

(3) The jury shall determine solely the amount of compensation to be paid, which compensation shall include:

(a) The value of the property sought to be appropriated.

(b) Where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking, including, when the action is by the Department of Transportation, county, municipality, board, district or other public body for the condemnation of a right-of-way, and the effect of the taking of the property involved may damage or destroy an established business of more than 4 years' standing before January 1, 2005, or the effect of the taking of the property involved may damage or destroy an established business of more than 5 years' standing on or after January 1, 2005, owned by the party whose lands are being so taken, located upon adjoining lands owned or held by such party, the probable damages to such business which the denial of the use of the property so taken may reasonably cause; any person claiming the right to recover such special damages shall set forth in his or her written defenses the nature and extent of such damages; and

(c) Where the appropriation is of property upon which a mobile home, other than a travel trailer as defined in s. 320.01, is located, whether or not the owner of the mobile home is an owner or lessee of the property involved, and the effect of the taking of the property involved requires the relocation of such mobile home, the reasonable removal or relocation expenses incurred by such mobile home owner, not to exceed the replacement value of such mobile home. The compensation paid to a mobile homeowner under this paragraph shall preclude an award to a mobile home park owner for such expenses of removal or relocation. Any mobile homeowner claiming the right to such removal or relocation expenses shall set forth in his or her written defenses the nature and extent of such expenses. This paragraph shall not apply to any governmental authority exercising its power of eminent domain when reasonable removal or relocation expenses must be paid to mobile homeowners under other provisions of law or agency rule applicable to such exercise of power.

(4) When the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road, canal, levee, or water control facility right-of-way, the enhancement, if any, in value of the remaining adjoining property of the defendant property owner by reason of the construction or improvement made or contemplated by the petitioner shall be offset against the damage, if any, resulting to such remaining adjoining property of the defendant property owner by reason of the construction or improvement. However, such enhancement in the value shall not be offset against the value of the property appropriated, and if such enhancement in value shall exceed the damage, if any, to the remaining adjoining property, there shall be no recovery over against such property owner for such excess.

(5) Any increase or decrease in the value of any property to be acquired which occurs after the scope of the project for which the property is being acquired is known in the market, and which is solely a result of the knowledge of the project location, shall not be considered in arriving at the value of the property acquired. For the purpose of this section, the scope of the project for which the property is being acquired shall be presumed to be known in the market on or after the condemnor executes a resolution which depicts the location of the project.

(6) The jury shall view the subject property upon demand by any party or by order of the court.

(7) If the jury cannot agree on a verdict the court shall discharge them, impanel a new jury, and proceed with the trial.

History. —s. 1, ch. 65-369; ss. 23, 35, ch. 69-106; s. 1, ch. 70-283; s. 1, ch. 77-51; s. 19, ch. 79-400; s. 36, ch. 85-180; s. 361, ch. 95-147; ss. 58, 59, ch. 99-385; ss. 56, 57, ch. 2002-20.

73.91 Costs of the proceedings. —

(1) The petitioner shall pay attorney's fees as provided in s. 73.092 as well as all reasonable costs incurred in the defense of the proceedings in the circuit court, including, but not limited to, reasonable appraisal fees and, when business damages are compensable, a reasonable accountant's fee, to be assessed by that court. No prejudgment interest shall be paid on costs or attorney's fees.

(2) At least 30 days prior to a hearing to assess costs under this section, the condemnee's attorney shall submit to the condemning authority for each expert witness complete time records and a detailed statement of services rendered by date, nature of services performed, time spent performing such services,

and costs incurred, and a copy of any fee agreement which may exist between the expert and the condemnee or the condemnee's attorney.

(3) In assessing costs, the court shall consider all factors relevant to the reasonableness of the costs, including, but not limited to, the fees paid to similar experts retained in the case by the condemning authority or other parties and the reasonable costs of similar services by similarly qualified persons.

(4) In assessing costs to be paid by the petitioner, the court shall be guided by the amount the defendant would ordinarily have been expected to pay for the services rendered if the petitioner were not responsible for the costs.

(5) The court shall make specific findings that justify each sum awarded as an expert witness fee.

History. —s. 1, ch. 65-369; s. 2, ch. 87-148; s. 52, ch. 90-136; s. 1, ch. 90-303; s. 2, ch. 94-162; s. 60, ch. 99-385.

73.92 Attorney's fees. —

(1) Except as otherwise provided in this section and s. 73.015, the court, in eminent domain proceedings, shall award attorney's fees based solely on the benefits achieved for the client.

(a) As used in this section, the term "benefits" means the difference, exclusive of interest, between the final judgment or settlement and the last written offer made by the condemning authority before the defendant hires an attorney. If no written offer is made by the condemning authority before the defendant hires an attorney, benefits must be measured from the first written offer after the attorney is hired.

1. In determining attorney's fees, if business records as defined in s. 73.015(2)(c)2. and kept by the owner in the ordinary course of business were provided to the condemning authority to substantiate the business damage offer in s. 73.015(2)(c), benefits for amounts awarded for business damages must be based on the difference between the final judgment or settlement and the written counteroffer made by the condemning authority provided in s. 73.015(2)(d).

2. In determining attorney's fees, if existing business records as defined in s. 73.015(2)(c)2. and kept by the owner in the ordinary course of business were not provided to the condemning authority to substantiate the business damage offer in s. 73.015(2)(c) and those records which were not provided are later deemed material to the determination of business damages, benefits for amounts awarded for business damages must be based upon the difference between the final judgment or settlement and the first written counteroffer made by the condemning authority within 90 days from the condemning authority's receipt of the business records previously not provided.

(b) The court may also consider nonmonetary benefits obtained for the client through the efforts of the attorney, to the extent such nonmonetary benefits are specifically identified by the court and can, within a reasonable degree of certainty, be quantified.

(c) Attorney's fees based on benefits achieved shall be awarded in accordance with the following schedule:

1. Thirty-three percent of any benefit up to \$250,000; plus
 2. Twenty-five percent of any portion of the benefit between \$250,000 and \$1 million; plus
 3. Twenty percent of any portion of the benefit exceeding \$1 million.
- (2) In assessing attorney's fees incurred in defeating an order of taking, or for apportionment, or other supplemental proceedings, when not otherwise provided for, the court shall consider:
- (a) The novelty, difficulty, and importance of the questions involved.
 - (b) The skill employed by the attorney in conducting the cause.
 - (c) The amount of money involved.
 - (d) The responsibility incurred and fulfilled by the attorney.
 - (e) The attorney's time and labor reasonably required adequately to represent the client in relation to the benefits resulting to the client.
 - (f) The fee, or rate of fee, customarily charged for legal services of a comparable or similar nature.
 - (g) Any attorney's fee award made under subsection (1).
- (3) In determining the amount of attorney's fees to be paid by the petitioner under subsection (2), the court shall be guided by the fees the defendant would ordinarily be expected to pay for these services if the petitioner were not responsible for the payment of those fees.
- (4) At least 30 days prior to a hearing to assess attorney's fees under subsection (2), the condemnee's attorney shall submit to the condemning authority and to the court complete time records and a detailed statement of services rendered by date, nature of services performed, time spent performing such services, and costs incurred.
- (5) The defendant shall provide to the court a copy of any fee agreement that may exist between the defendant and his or her attorney, and the court must reduce the amount of attorney's fees to be paid by the defendant by the amount of any attorney's fees awarded by the court.

History. —s. 1, ch. 76-158; s. 37, ch. 85-180; s. 3, ch. 87-148; s. 54, ch. 90-136; s. 3, ch. 90-303; s. 3, ch. 94-162; s. 1370, ch. 95-147; s. 61, ch. 99-385.



PROJECT: PARTIN SETTLEMENT ROAD
PARCEL: PS 728A/728B/728C/828A/828B
O&E: TBD
TAX I.D.: 20-25-30-4829-0001-00D0
20-25-30-4829-0001-00C0
20-25-30-4829-0001-00E0

PROPERTY OWNER QUESTIONNAIRE

Dear Property Owner:

Please provide the following information and return in the envelope provided.

1. Are you the owner of the property identified above? _____
2. I have ☐ sold all or ☐ part of the property to:
Name: _____
Address: _____
Date Sold: _____
3. Other than my spouse, I share ownership of this property with:
Name: _____
Address: _____
Phone No.: _____
4. Please list the appropriate contact for this property:
Name: _____
Address: _____
Phone No.: _____
5. Is there an ongoing business on this property? _____
6. If yes, who owns the business?
Name: _____
Address: _____
Phone No.: _____
7. Additional Comments: _____

Property Owner's Signature

Date

Printed Name and Title



BUSINESS OWNER QUESTIONNAIRE

Project Number: PS-20-11504-DG
County Road Number: PARTIN SETTLEMENT ROAD
County: OSCEOLA
Parcel Number: PS 728A/728B/728C/828A/828B
Attention: Rossanna Asencio

Dear Business Owner:

Please complete the following information and mail to this office.

1. Name of the business and a brief description of the business operation: _____

2. Are you the owner of the business operating at this site? _____
If yes, how long have you been in business? _____
3. I have sold all _____ or part _____ of the business.
Approximate date sold _____
The business was sold to:
Name: _____
Address: _____
4. If you share ownership of this business, please list the other owners. (Use reverse side if necessary)
Name: _____
Address: _____
5. Please identify the appropriate contact person for your business.
Name and Title: _____
Address: _____
Telephone #: _____
6. Do you anticipate filing a business damage claim? _____
7. Additional Comments: _____
(use reverse side if necessary) _____

Business Owner's Signature

Date

Printed Name

Title



**OSCEOLA COUNTY
BUSINESS SURVEY QUESTIONNAIRE**

TYPE OF BUSINESS: <input type="checkbox"/> FARM <input type="checkbox"/> BUSINESS <input type="checkbox"/> NONPROFIT		PROJECT #: PS-20-11504-DG
NAME & ADDRESS OF BUSINESS:	TELEPHONE NO.:	PROJECT NAME: PARTIN SETTLEMENT RD
	# OF EMPLOYEES:	FAP #: N/A
		COUNTY ROAD #:
EMAIL:		COUNTY: OSCEOLA
RACE: <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN AMERICAN/PACIFIC ISLANDER <input type="checkbox"/> AMERICAN INDIAN/ALASKAN NATIVE <input type="checkbox"/> UNDISCLOSED		PARCEL #: PS 728A/728B/728C/828A/828B
SOLE PROPRIETORSHIP <input type="checkbox"/> Citizen of the United States <input type="checkbox"/> National of the United States <input type="checkbox"/> Alien lawfully present in the United States (Documentation required)		
CORPORATION <input type="checkbox"/> Business is authorized to conduct business in the United States		
PARTNERSHIPS OR ASSOCIATIONS NOT INCORPORATED/EACH PERSON IS: <input type="checkbox"/> Citizen of the United States <input type="checkbox"/> National of the United States <input type="checkbox"/> Alien lawfully present in the United States (Documentation required)		
<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> FRANCHISE <input type="checkbox"/> CHAIN		
NAME OF OWNER(S)/OFFICERS OF CORPORATION:		TITLE:
TYPE OF BUSINESS: NATURE OF CLIENTELE:		
LENGTH OF TIME IN OPERATION AT THIS SITE:		
WHAT ARE CURRENT LEASE TERMS AND OTHER CONTRACTUAL OBLIGATIONS?		
RELATIVE IMPORTANCE OF PRESENT LOCATION:		
DESCRIBE MANUFACTURING PROCESS (IF APPLICABLE):		
IS ANY PERSONAL PROPERTY ON SITE OWNED BY OTHER THAN THE OCCUPANT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, NAME & ADDRESS OF OWNER: DESCRIPTION OF PROPERTY:		
NET EARNINGS LAST TWO (2) TAXABLE YEARS: _____ \$ _____ \$ _____		
IS THIS OPERATION PART OF AN ENTERPRISE WHICH HAS ANOTHER ESTABLISHMENT NOT BEING ACQUIRED BY FDOT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU PLAN TO: <input type="checkbox"/> RELOCATE BUSINESS <input type="checkbox"/> TERMINATE BUSINESS		
IS THERE ADEQUATE REMAINING PROPERTY TO RELOCATE BUSINESS TO? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU THINK LOCATING A REPLACEMENT SITE WILL BE DIFFICULT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHY?		
DESCRIBE SUITABLE REPLACEMENT PROPERTY, INCLUDING: PRICE _____ SQ. FT. OF BLDG _____ ZONING _____ RENTAL RATE _____ PARCEL SIZE _____ PERMITS _____		
SPECIAL REQUIREMENTS: <input type="checkbox"/> SHIPPING <input type="checkbox"/> PARKING <input type="checkbox"/> POWER <input type="checkbox"/> SEWAGE <input type="checkbox"/> OTHER COMMENTS:		
IS THE BUSINESS FINANCIALLY ABLE TO SUPPORT THE MOVE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
ARE ADVANCE RELOCATION PAYMENTS REQUIRED FOR THE MOVE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
SECTION OF CITY/COUNTY PREFERRED & WHY?		
REFERRALS: SMALL BUSINESS ADMINISTRATION: <input type="checkbox"/> YES <input type="checkbox"/> NO DATE: OTHER ASSISTING AGENCY(IES): DATE:		

WHAT IS THE TIME REQUIRED TO VACATE?							
WILL OUTSIDE SPECIALIST BE NEEDED FOR PLANNING, MOVING OR REINSTALLATION OF MACHINERY/PERSONAL PROPERTY?						<input type="checkbox"/> YES	<input type="checkbox"/> NO
HAVE POTENTIAL REALTY/PERSONALITY ISSUES BEEN IDENTIFIED/RESOLVED? (SIGNAGE, EQUIPMENT OR OTHER)						<input type="checkbox"/> YES	<input type="checkbox"/> NO
SEWER: <input type="checkbox"/> MUNICIPAL SEWER SERVICE <input type="checkbox"/> STORMWATER DRAINAGE SYSTEM <input type="checkbox"/> SEPTIC TANK AND/OR DRAINFIELD (INDUSTRIAL WASTE), IF SEPARATE FROM SANITARY <input type="checkbox"/> SEPTIC TANK AND/OR DRAINFIELD (SANITARY)							
DRINKING WATER: <input type="checkbox"/> CITY WATER <input type="checkbox"/> PRIVATE UTILITY <input type="checkbox"/> PRIVATE WELL <input type="checkbox"/> BOTTLED							
WHAT CHEMICALS DO YOU USE AND/OR STORE ON THIS SITE? WHAT IS THEIR USE AND NATURE?							
IS THIS BUSINESS A: REGISTERED HAZARDOUS WASTE GENERATOR? <input type="checkbox"/> YES <input type="checkbox"/> NO EPA-DEP # _____ REGISTERED SMALL QUANTITY GENERATOR? <input type="checkbox"/> YES <input type="checkbox"/> NO EPA-DEP # _____ CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR? <input type="checkbox"/> YES <input type="checkbox"/> NO EPA-DEP # _____							
ARE YOU PERMITTED BY ANY ENVIRONMENTAL REGULATING AUTHORITY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, NAME OF AGENCY: _____						PERMIT NUMBER: _____	
DO YOU OWN ANY ELECTRICAL TRANSFORMERS ON THIS SITE? <input type="checkbox"/> YES <input type="checkbox"/> NO ARE THERE ANY MATERIALS CONTAINING ASBESTOS ON THIS SITE? <input type="checkbox"/> YES <input type="checkbox"/> NO							
STORAGE TANK INFORMATION: <input type="checkbox"/> There are no tanks on this parcel. <input type="checkbox"/> There are tanks on this parcel, but not used or owned by this business. See: _____ (DOT parcel/tenant number) for tank information. <input type="checkbox"/> This business uses storage tanks on this site (see info. below). Tanks are owned by: <input type="checkbox"/> this business _____ (name/DOT parcel). <input type="checkbox"/> Groundwater monitoring wells are on this site. Date installed: _____ <input type="checkbox"/> The tanks are registered with FDEP Registration Number: _____							
INDIVIDUAL TANK INFORMATION:							
	CAPACITY (GALLONS)	TANK CONTENTS	TANK CONSTRUCTION	YEAR INSTALLED	LENGTH OF USE	OVERFILL PROTECTION?	ABOVE-OR UNDERGROUND
1	_____	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____	_____
INSTRUCTIONS TO AGENT COMPLETING THE SURVEY: - If possible, provide a site sketch w/approximate tank locations. - For "LENGTH OF USE", enter how long this company has been using tanks.							
OWNER/OCCUPANT COMMENTS:							
AGENT COMMENTS:							

PRINT NAME OF PERSON WHO GAVE INFORMATION

PRINT NAME OF PERSON WHO OBTAINED INFORMATION

SIGNATURE

DATE _____

SIGNATURE

DATE _____



CLARK & ALBAUGH, LLP

SCOTT D. CLARK

April 22, 2022

Via U.S. Mail

Osceola County Transportation and Transit Department
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741

ATTENTION: Sally Myers, Right-of-Way & Asset Manager

Re: Partin Settlement Road Improvements

Dear Ms. Myers:

This firm serves as District Counsel to the Remington Community Development District and, as such, was forwarded your letter dated January 12, 2022, regarding the referenced matter.

In the future, please send all correspondence on this matter to our attention.

We appreciate your cooperation in this regard.

Very truly yours,

CLARK & ALBAUGH, LLP

Scott D. Clark
For the Firm

SDC/ma
cc: Client



American Acquisition Group, LLC
711 N. Sherrill Street, Suite B
Tampa, FL 33609

APPRAISAL REPORT

Parcel:	PS728/PS828
County Road No.:	523
County:	Osceola
Fiscal Contract Number:	PS-20-11504-DG

Prepared for:

Mr. David A. Shontz, Esq.
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32806

Prepared By:

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227

Owner/Principal Appraiser
Eminent Valuations, PLLC
2202 Curry Ford Road, Suite C
Orlando, Florida 32806



August 11, 2022

Mr. David A. Shontz, Esq.
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32806

RE: Parcel: PS728/PS828
Fiscal Contract No: PS-20-11504-DG
County Road No.: 523
County: Osceola

Dear Mr. Shontz:

Pursuant to your request, I am submitting an Appraisal Report for the above-referenced acquisition with an effective date of July 19, 2022, which coincides with the last inspection of the property appraised.

This report is based upon my personal inspection of the property appraised. Additionally, this appraisal complies with Section 6.2, Supplemental Standards of Appraisal, as set forth in the Florida Department of Transportation Right-of-Way Manual, Section 5-C, Supplemental Standards of Appraisal, Osceola County Public Works Right-of-Way Manual, and the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation and referenced in Section 475.628, Florida Statutes, (F.S.).

If you or others should have any questions concerning this appraisal, please do not hesitate to contact me.

Respectfully submitted,

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227

100 CERTIFICATE OF VALUE

Fiscal Contract No.:	PS-20-11504-DG
County Road:	CR 523 (Partin Settlement Road)
County:	Osceola
Parcel No.:	PS828

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report, and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named on the supplemental certificate of this report, provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used for the acquisition of right of way for a transportation facility to be constructed by Osceola County with the possible assistance of Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Osceola County, and I will not do so until so authorized by State officials, or until due process of law requires me, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Osceola County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of July 19, 2022, is: TWENTY-NINE THOUSAND FIVE HUNDRED (\$29,500) DOLLARS.

Market value should be allocated as follows:

LAND:	\$ 2,400	LAND AREA: (Ac/SF)	Part A: 1,928 SF Part B: 147 SF Total: 2,075 SF
IMPROVEMENTS:	\$ 4,500		
NET DAMAGES &/ OR			
COST TO CURE:	\$22,600	Land Use (HABU as vacant):	Residential Development
TOTAL:	\$29,500		



August 11, 2022
DATE

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227

CERTIFICATE OF VALUE

Fiscal Contract No.:	PS-20-11504-DG
County Road:	CR 523 (Partin Settlement Road)
County:	Osceola
Parcel No.:	PS728

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report, and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named on the supplemental certificate of this report, provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used for the acquisition of right of way for a transportation facility to be constructed by Osceola County with the possible assistance of Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Osceola County, and I will not do so until so authorized by State officials, or until due process of law requires me, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Osceola County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of July 19, 2022, is: **FIFTY-NINE THOUSAND ONE HUNDRED (\$59,100) DOLLARS.**

Market value should be allocated as follows:

LAND:	\$ 9,800	LAND AREA: (Ac/SF)	Part A: 6,427 SF Part B: 3,272 SF Part C: 2,562 SF Total: 12,261 SF
IMPROVEMENTS:	\$49,300		
NET DAMAGES &/ OR COST TO CURE:	\$ 0	Land Use (HABU as vacant):	Residential Development
TOTAL:	\$59,100		



August 11, 2022
DATE

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227

CERTIFICATION ADDENDUM

I certify to the best of my knowledge and belief, that:

- the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- as of the date of this report, I, Kristin L. Soltys, MAI, have completed the requirements of the continuing education program of the Appraisal Institute;
- I have over 20 years of real estate experience in the State of Florida including 16 years as a certified appraiser. I can properly identify the appraisal problem for this assignment; I have the knowledge and experience to complete this assignment competently; and I recognize and have followed, the laws and regulations that apply to me as the appraiser and this appraisal assignment.
- this appraisal has been prepared in conformance with Section 6.2, Supplemental Standards of Appraisal, as set forth in the Florida Department of Transportation Right-of-Way Manual and Section 5-C, Supplemental Standards of Appraisal, Osceola County Public Works Right-of-Way Manual;
- I, Kristin L. Soltys, am a State-Certified General Real Estate Appraiser RZ3227 in the State of Florida. My certification expires November 30, 2022. I have made a personal inspection of the property that is the subject of this report.
- Kathrine G. Tribbey substantially contributed to the research, inspections, and the writing of this appraisal report under the direction of Mrs. Soltys. Kathrine G. Tribbey is a State-Registered Trainee Appraiser RI24061 by the State of Florida and is under my direct supervision (Contributed: 45 Hours).
- Jessica M. Martinez substantially contributed to the research, inspections, and the writing of this appraisal report under the direction of Mrs. Soltys. Jessica M. Martinez is a State-Registered Trainee Appraiser RI25026 by the State of Florida and is under my direct supervision (Contributed: 6 Hours).
- I, Kristin L. Soltys, MAI, accept full and complete responsibility for any work performed by the registered-trainee appraisers named in this report as if it were my own work.
- the following sub-consultants provided professional assistance to the appraiser signing this report:

Company Name	Contact	Title
Halff Associates, Inc.	Joseph Loretta, PLA, LEED®AP-BD+C	Land Planner
	Michael Osipov, PE, PSM	Engineer
	Sean Lahav	Resiliency Planner
Intracoastal Builders Corporation	Matthew Reimer	General Contractor
Southeastern Surveying and Mapping Corp.	Edwin Munoz, Jr., PSM	Surveyor

Kristin L. Soltys, MAI

State-Certified General Real Estate Appraiser RZ3227

Eminent Valuations, PLLC

August 11, 2022

Date

110 TABLE OF CONTENTS

A. INTRODUCTION AND PREMISE OF THE APPRAISAL

100	CERTIFICATE OF VALUE	3
110	TABLE OF CONTENTS	6
115	ASSUMPTIONS, LIMITING CONDITIONS, AND CERTIFICATIONS.....	8
120	SUMMARY OF SALIENT FACTS AND CONCLUSIONS	10
130	TYPE OF APPRAISAL AND REPORT FORMAT	11
140	PURPOSE, INTENDED USE, AND INTENDED USER.....	11
150	DEFINITION OF MARKET VALUE	11
160	PROPERTY RIGHTS APPRAISED	12
175	SCOPE OF WORK.....	12
180	APPRAISAL PROBLEM.....	13

B. PRESENTATION OF DATA.....13

200	IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION	13
220	DESCRIPTION OF AREA AND NEIGHBORHOOD.....	15
230	DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES.....	18
235	EXISTING TRANSPORTATION FACILITY DESCRIPTION	31
240	ZONING, LAND-USE PLAN, AND CONCURRENCY.....	31
250	ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS	33
260	HISTORY OF PROPERTY	33
270	EXPOSURE TIME	33
280	PUBLIC AND PRIVATE RESTRICTIONS	34

C. ANALYSIS OF DATA AND CONCLUSIONS.....34

300	HIGHEST AND BEST USE ANALYSIS	34
302	HIGHEST AND BEST USE CONCLUSIONS	36
305	APPROACHES TO VALUE USED AND EXCLUDED.....	36
310	LAND VALUATION	36
390	RECONCILIATION OF VALUE INDICATIONS AND VALUE CONCLUSION	42
395	ALLOCATION OF LAND, SITE IMPROVEMENTS, STRUCTURES, AND OTHER IMPROVEMENTS	42

D. DESCRIPTION AND VALUATION OF PART ACQUIRED.....42

460	DESCRIPTION OF PERMANENT EASEMENT ACQUIRED – PARCEL PS828	42
470	VALUATION OF PERMANENT EASEMENT ACQUIRED – PARCEL PS828.....	44
480	DESCRIPTION OF TEMPORARY EASEMENT ACQUIRED – PARCEL PS728	46
490	VALUATION OF TEMPORARY EASEMENT ACQUIRED – PARCEL PS728	48
495	TOTAL VALUE OF LAND AND IMPROVEMENTS ACQUIRED.....	55

E. VALUATION OF REMAINDER AS PART OF THE WHOLE.....55

500	VALUE OF REMAINDER AS PART OF WHOLE PROPERTY	55
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County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

TABLE OF CONTENTS - Continued

F.	PREMISES OF THE APPRAISAL – THE REMAINDER	55
640U	PURPOSE OF APPRAISAL REMAINDER UNCURED	55
640C	PURPOSE OF APPRAISAL OF REMAINDER CURED	55
680U	APPRAISAL PROBLEM FOR REMAINDER UNCURED.....	56
G.	PRESENTATION OF DATA-THE REMAINDER	56
730C	DESCRIPTION OF REMAINDER	56
740C	ZONING, LAND USE PLAN, AND CONCURRENCY	56
750C	PROPOSED TRANSPORTATION FACILITY DESCRIPTION	56
775C	EFFECT OF ACQUISITION ON REMAINDER	57
H.	ANALYSIS OF DATA AND CONCLUSIONS–REMAINDER	57
800C	HIGHEST AND BEST USE OF THE REMAINDER.....	57
802C	HIGHEST AND BEST USE CONCLUSION OF THE REMAINDER.....	57
805C	APPROACHES TO VALUE USED AND EXCLUDED FOR REMAINDER.....	58
810C	LAND VALUATION	58
900U	SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER.....	58
910	COST TO CURE.....	58
920	SPECIAL BENEFITS.....	60
995	SUMMARY OF VALUES.....	60
ADDENDA		61
	NEIGHBORHOOD PHOTOGRAPHS	62
	DESCRIPTION OF AREA AND NEIGHBORHOOD.....	63
	COMPARABLE LAND SALE LOCATION MAP AND SALE DATA SHEETS.....	74
	HALFF ASSOCIATES, INC.–LAND PLANNING AND ENGINEERING ANALYSIS	106
	INTRACOASTAL BUILDERS CORP. – GENERAL CONTRACTOR’S REPORT ...	123
	USDA WEB SOIL SURVEY	131
	SKETCH OF DESCRIPTION(S)	132
	LAST INSTRUMENT OF CONVEYANCE.....	142
	PROPERTY OWNER CONTACT LETTER	148
	APPRAISER’S QUALIFICATIONS	149

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

115 ASSUMPTIONS, LIMITING CONDITIONS, AND CERTIFICATIONS

To highlight the frame of reference in which this appraisal was made, the more significant assumptions and limiting conditions are listed below. Additional discussion or amplification, if warranted, will be included in other sections of this report.

1. This appraisal is based upon the condition of the national economy, the purchasing power of the dollar, and available financing as of the date of value.
2. No responsibility is assumed for matters legal in nature, nor is this report to be construed as rendering an opinion of title which is assumed to be good.
3. The property has been appraised as though under competent management, fully merchantable, and under responsible ownership without regard to any existing encumbrances or liens except as noted herein.
4. All facts set forth in this report are true and accurate to the best of the appraiser's knowledge. Information furnished by others is believed to be reliable but not guaranteed.
5. A copy of this report does not carry with it the right of publication, nor may it be used for any purpose by anyone but Osceola County without the previous authorization of the appraiser and Osceola County. If consent is granted, the report must be used in its entirety.
6. Neither all nor any part of the contents of this report (particularly the conclusion as to value, the identity of the appraiser or the firm with which she is connected, or any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser and Osceola County.
7. Considerable data was compiled during the appraisal process. The data contained in the appraisal work file is made a part of this appraisal by reference and the sub-consultant reports, if any, are made a part of this appraisal report by attachment.
8. The effects of concurrency have been considered based on the property as vacant. The appropriate governing agencies have been contacted, and the requirements and limitations have been discussed. This appraisal is made in lieu of a written commitment from the governing agencies in charge of permitting development; however, I have found that no adverse conditions exist that would hinder the issuance of a commitment under the regulations of concurrency.
9. This appraisal relies upon title work, right-of-way maps, and construction plans provided by the client.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

ASSUMPTIONS, LIMITING CONDITIONS, AND CERTIFICATIONS (Continued)

10. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis, which if found to be false, could alter the appraiser's opinions or conclusions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

The hypothetical conditions and extraordinary assumptions relied upon for this analysis are described as follows:

1. This appraisal includes a valuation of land and affected improvements only and is as if there are no other improvements on-site.
2. The appraisal of the remainder is made under the assumption that the acquisition has taken place, the transportation facility has been completed per the construction plans, said facility is open for public use, and the temporary construction easement has expired.

The use of the aforementioned extraordinary assumptions and/or hypothetical conditions affect the assignment results but are necessary for the purpose of analysis and producing credible assignment results.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

120 SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Owner Name, Address, and Other Contact Information (if any):

Remington Community Development District
c/o: Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801-1508
(407) 647-7600 – Scott Clark, Property Owner’s Attorney

Property Address and Location:

The property is in the northeast quadrant of Partin Settlement Road (CR 523) and Florida’s Turnpike, and on the north side of the intersection of Partin Settlement Road and Remington Boulevard, in an unincorporated area of Kissimmee, Osceola County, Florida. The property is common area for a residential subdivision and does not have a physical address.

Size of Parent Tract, Acquisition Parcel, and Remainder Property:

The parent tract is comprised of three tax parcels that represent common area for the Remington – Phase 2 Subdivision, which is platted under Plat Book 11, Page 28 of the Public Records of Osceola County.

The size of the parent tract is from public record and the size of the valuation tract is from the Remington – Phase 2 Subdivision Plat. The client has provided Sketch of Descriptions, prepared by Southeastern Surveying and Mapping Corporation, for the size of the acquisition parcels. The acquisitions involve easement acquisitions that will not result in a reduction in land size. As such, the remainder size is the same as the parent tract size.

A dividend or multiple of 43,560 square feet has been utilized to convert the units of measure. Please see Section 180, Appraisal Problem for additional discussion of the parent tract and valuation tract.

Valuation Tract:	199.850 Acres	8,705,466 Square Feet
Parent Tract (Common Area):	11.830 Acres	515,315 Square Feet
Acquisition Parcel PS728:	0.281 Acres	12,261 Square Feet
Acquisition Parcel PS828:	0.048 Acres	2,075 Square Feet
Remainder Tract:	11.830 Acres	515,315 Square Feet

Property Type and Description:

The parent tract includes three tax parcels that are dedicated as common area for a platted residential subdivision. This appraisal is limited to the valuation of the land and affected improvements only and is as if there are no other improvements on-site.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

Extent of Field Inspection:

A formal inspection was conducted on February 28, 2022. For the inspections, the property was observed and photographed from the right of way and those interior portions of the parent tract/acquisition areas that were accessible by foot were walked by the appraiser. This inspection also involved locating the acquisition parcels, making note of any affected site improvements, and analyzing potential impacts on the remainder property.

An additional inspection was made by the appraiser from the right of way on July 19, 2022, which is the effective date of value of this appraisal. An inspection letter was sent to the property owner; however, no response was received, and no one was in attendance for the inspection on behalf of the property owner. A list of all those present at the initial site inspection on February 28, 2022, is as follows:

Kristin L. Soltys, MAI – Appraiser of Record
Kathrine Tribbey – Registered Trainee Appraiser
Michael Osipov – Engineer
Sean Lahav – Resiliency Planner
Matthew Reimer – General Contractor
Richard MacMillan – Consultant Review Appraiser
Steve Cross – Acquisition Agent
Rossana Ascencio – Acquisition Agent

130 TYPE OF APPRAISAL AND REPORT FORMAT

This is an Appraisal Report as defined by Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is presented in a narrative report format and includes a valuation of the parent tract, the part acquired, the remainder, and damages or special benefits, if any. Pursuant to the Osceola County's Scope of Services for Parcel PS728/PS828, which is part of the appraisal contract for this assignment, this appraisal involves a valuation of the land and affected site improvements, if any. Additional details can be found in Section 115, 175, and 180 of this report.

140 PURPOSE, INTENDED USE, AND INTENDED USER

The purpose of this appraisal is to develop and report an opinion of market value. The intended use of this acquisition appraisal is to assist Osceola County with establishing recommended compensation, for the part acquired for a right-of-way improvement project. The client for this assignment is Mr. David Shontz of Shutts & Bowen, LLP, who is acting as an authorized agent for Osceola County. The intended user of this appraisal is the Osceola County Board of County Commissioners, Transportation and Transit Department. No one else is permitted to use or rely on this appraisal for any other purpose than that stated.

150 DEFINITION OF MARKET VALUE

Per the Florida Department of Transportation Right-of-Way Manual, Supplemental Standards of Appraisal, the value contained within this report is based on the following definition of market value:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

“Value, as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.”

160 PROPERTY RIGHTS APPRAISED

Fee-simple interest as encumbered only by zoning regulations and any public or private easements and restrictions of record and those rights associated with the proposed temporary construction easement. No value consideration has been given to tenant owned improvements, real property interests previously conveyed, or non-realty items (if any).

175 SCOPE OF WORK

The scope of work for this assignment includes a valuation of the parent tract (land and affected improvements), the parts acquired, the remainder property, and damages or special benefits, if any.

Research for this appraisal was performed during an 18-week period preceding the date of this appraisal report. The scope of work included: observing the subject property and surrounding neighborhood, investigating the market, researching the history of the subject property, researching sales of comparable properties, and talking to brokers, buyers, and sellers of properties that are similar to the subject. No one other than those persons listed in the Certificate Addendum of this report contributed to this analysis.

Sources of the data used include the public records of Osceola County, the Osceola County Property Appraiser’s website, MapWise, Stellar MLS, MLS Advantage, the South Florida Water Management District, the USDA Online Web Soil Survey, the National Wetland Inventory Maps, FEMA, RPR – Realtors Property Report, the Site to Do Business, FDOT Traffic Online, CoStar, and FRED-Federal Reserve Economic Data.

Halff Associates, Inc. has prepared property sketches showing the parent tract, part acquired, and remainder property; analyzed the impacts of the acquisition on the remainder property; and assisted with formulating a cost to cure for the remainder property, if any. Additionally, Halff Associates, Inc. has analyzed the development potential of the property before and after the acquisition; and provided an interpretation of zoning and land use regulations as they relate to the property appraised.

Intracoastal Builders Corporation has prepared a replacement cost new estimate for site improvements affected by the acquisition, and a cost to cure the remainder, if any.

Southeastern Surveying and Mapping Corporation has prepared the Sketch of Descriptions provided for this assignment by the client.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

The appraiser also relied upon verbal information provided by representatives from the Osceola County planning and zoning departments and the title work, sketch of descriptions, right-of-way maps, and construction plans provided by the client.

The appraiser has verified and analyzed the collected data and developed reasonable value conclusions for the property appraised using appraisal techniques accepted and promulgated by the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute. The methodology used in the appraisal, the steps taken in the appraisal process, and the conclusions reached were then set forth in this appraisal report.

180 APPRAISAL PROBLEM

The parent tract represents an 11.830-acre portion of common area that serves a 199.850-acre low-density residential subdivision development known as Remington – Phase 2. After analyzing the acquisition as it relates to the common area and the overall subdivision development, it has been determined that the acquisition will not result in severance damages. As such, the appraisal problem will involve developing and reporting an opinion of the market value for the land and affected improvements, if any. For the purpose of this analysis, the term parent tract refers to the land and affected improvements, only.

The common area has an irregular shape and is reserved for common area improvements including landscaping, utilities, and the likes. When considering the property, as vacant, the common area is not able to support independent economic development; however, it is reasoned that it would be worth no less than the entitled but undeveloped residential land it serves. So, for the purpose of analysis, the appraiser will utilize the 199.850-acre subdivision tract as a basis for developing the unit value of the parent tract and the parts acquired. A discussion of the appraisal methodology applied and the approaches to value used can be found in Section 305 of this report.

As discussed in the body of this report, there are no severance damages to the land as a result of the acquisition; however, a minor cost to cure is required to reestablish/reconfigure the affected site improvements on the remainder property.

B. PRESENTATION OF DATA

200 IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The property is in the northeast quadrant of Partin Settlement Road (CR 523) and Florida's Turnpike, and is on the north side of the intersection of Partin Settlement Road and Remington Boulevard, in an unincorporated area of Kissimmee, Osceola County, Florida.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

The Osceola County Property Appraiser identifies the parent tract as Parcel Number 20-25-30-4829-000100C0, 20-25-30-4829-0001-00E0, and 20-25-30-4829-0001-00D0. The Osceola County Tax Collector identifies the parent tract as Parcel Account Number R20-25-30-4829-000100C0, R20-25-30-4829-0001-00E0, and R20-25-30-4829-0001-00D0, or Alternate Key Number 1097108, 1097110, and 1097109. The valuation tract is subdivided and comprised of multiple tax parcels.

The parent tract is part of the valuation tract and is legally described as follows:

Tracts C, D, and E, Remington – Phase 2, according to the Plat thereof recorded in Plat Book 11, Page 28, Public Records of Osceola County, Florida.

REMINGTON – PHASE 2

A portion of Section 29, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of Remington Boulevard as shown on the plat of "REMINGTON – PHASE 1", according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida, said point being a point on the westerly line of Tract "L", "REMINGTON – PHASE 1"; thence along said westerly line of Tract "L", the following two (2) courses and distances; thence run S 34°58'01" W, a distance of 361.42 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1135.78 feet and a central angle of 17°50'15"; thence run southwesterly, along the arc of said curve, a distance of 353.59 feet to the southwest corner of said Tract "L"; thence along the south line of said Tract "L", the following two (2) courses and distances; thence run N 89°42'05" E, a distance of 1591.65 feet; thence run S 33°28'45" E, a distance of 754.46 feet to the northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 29; thence run S 00°18'18" E, along the east line of the Southeast 1/4 of the Northeast 1/4 of said Section 29, a distance of 1321.54 feet; thence run S 00°18'19" E, along the east line of the Northeast 1/4 of the Southeast 1/4 of said Section 29, a distance of 1303.57 feet to a point on the existing north right-of-way line of Partin Settlement Road; thence run N 89°42'44" W, along said north right-of-way line, a distance of 1330.81 feet to a point on the easterly limits of Floridas Turnpike right-of-way taking as shown on Florida State Turnpike Authority Sunshine State Parkway, Project No. 2, right-of-way maps; thence along said easterly and northerly right-of-way line of Floridas Turnpike, the following eleven (11) courses and distances; thence run N 00°33'24" W, a distance of 13.00 feet; thence run S 89°40'52" W, a distance of 15.42 feet; thence run N 00°19'08" W, a distance of 33.78 feet; thence run N 81°24'53" W, a distance of 408.88 feet; thence run S 89°40'52" W, a distance of 229.35 feet; thence run N 00°10'22" W, a distance of 3.01 feet; thence run N 89°45'11" W, a distance of 10.39 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 8794.37 feet and a central angle of 00°07'53"; thence on a chord bearing of N 24°18'02" W, run 20.16 feet along the arc of said curve to a point; thence run S 89°59'31" W, a distance of 31.19 feet; thence run N 00°08'06" W, a distance of 67.88 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 8794.37 feet and a central angle of 20°20'48", said point being a point on the northerly limited access right-of-way line of said Floridas Turnpike; thence on a chord bearing of N 35°01'32" W, run 3123.01 feet along the arc of said curve and along said northerly limited access right-of-way line, to a point the southwest corner of Tract "H", "REMINGTON – PHASE 1", according to the plat thereof, as recorded in Plat Book 8, Pages 121 through 124, Public Records of Osceola County, Florida; thence along the southerly line of said Tract "H", the following courses and distances; thence run N 44°47'54" E, a distance of 130.09 feet; thence run N 88°57'36" E, a distance of 549.23 feet; thence run S 65°43'12" E, a distance of 212.91 feet; thence run S 76°08'48" E, a distance of 74.62 feet; thence run S 89°05'30" E, a distance of 225.97 feet; thence run N 82°42'43" E, a distance of 221.85 feet; thence run N 74°16'50" E, a distance of 56.70 feet; thence run N 68°00'23" E, a distance of 63.32 feet; thence run N 57°29'29" E, a distance of 56.61 feet; thence run N 17°41'22" E, a distance of 80.99 feet; thence run N 11°30'25" W, a distance of 352.92 feet; thence run N 15°55'26" E, a distance of 126.85 feet; thence run N 43°42'55" E, a distance of 62.95 feet; thence run N 67°44'26" E, a distance of 186.37 feet; thence run N 47°00'39" E, a distance of 55.26 feet; thence run N 14°18'33" E, a distance of 39.27 feet; thence run N 36°50'14" E, a distance of 48.31 feet; thence run N 46°20'45" E, a distance of 220.57 feet; thence run N 28°18'45" E, a distance of 131.61 feet; thence leaving said southerly line of said Tract "H", run S 55°01'59" E, a distance of 21.60 feet; thence run N 34°58'01" E, a distance of 57.79 feet to the southwest corner of said Remington Boulevard; thence run S 55°01'59" E, along the southwesterly end of said Remington Boulevard, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 199.85 acres, more or less.

The legal description for the valuation parcel was from the Remington – Phase 2 Subdivision Plat, which is recorded in Plat Book 11, Page 28 of the Public Records of Osceola County, Florida. The legal description of the parent tract is from the client provided title work and the public record of Osceola County. The legal description for the acquisition area is set forth in the Sketch of Description prepared by Southeastern Surveying and Mapping Corporation in the Addenda of this report. The property appraised includes all those lands described above.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

220 DESCRIPTION OF AREA AND NEIGHBORHOOD

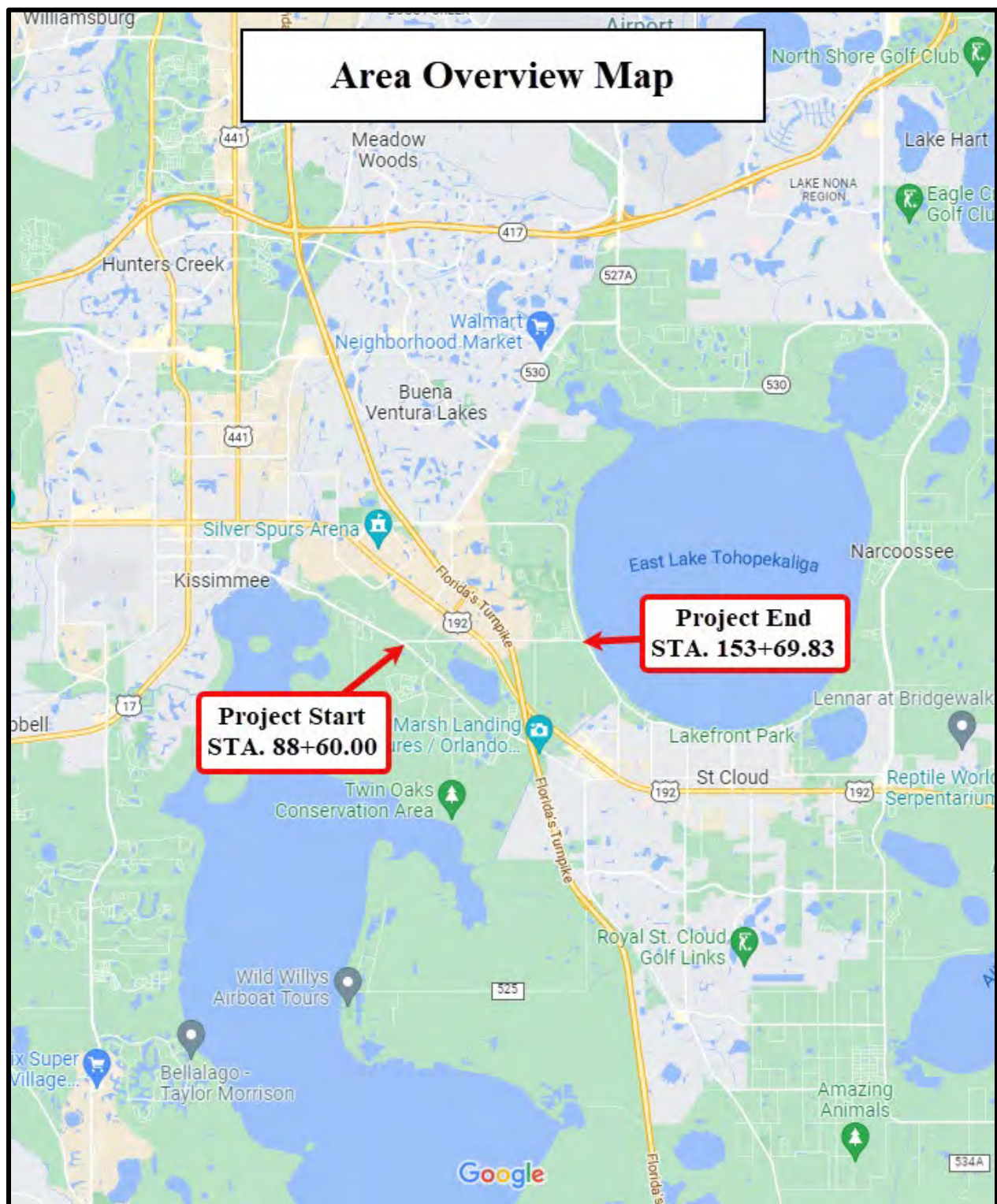
The parent tract is located along the Partin Settlement Road corridor in Osceola County. The project starts at the intersection of Partin Settlement Road and Neptune Road in an unincorporated area of Kissimmee and extends easterly for ± 2.7 miles to the intersection of Partin Settlement Road and E. Lakeshore Boulevard.

The project corridor is east of Lake Tohopekaliga, west of East Lake Tohopekaliga, and north of Fish Lake. The corridor is ± 5 miles south of the Osceola/Orange County line and ± 13 miles northeast of the Osceola/Polk County line. It's Osceola County location brings it under the regional influence of the Orlando Metropolitan Statistical Area (MSA).

The project corridor is predominantly residential in nature with commercial uses proximate to key intersections, and several churches and other institutional uses scattered throughout. The Osceola County Government Service Center and the Osceola County Fire Rescue & EMS Headquarters are positioned along the south side of Partin Settlement Road between Florida's Turnpike and US 192. A rural enclave exists to the south of Partin Settlement Road and to the east of Florida's Turnpike.

A Neighborhood Location Map and a Project Map are presented within the following pages for visual reference. A detailed Description of the Area and Neighborhood with a brief Market Analysis is presented in the Addenda.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828



County: Osceola
County Road: 523
Parcel No.: PS728/PS828



Project End
STA. 153+69.83

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

230 DESCRIPTION OF PROPERTY, PHOTOGRAPHS, AND SKETCHES

The parent tract has a size of 11.830 acres and is comprised of three tax parcel that serves as common area for a 199.850-acre residential subdivision known as Remington – Phase 2 Subdivision. A detailed description of the valuation tract, which includes the tax parcels that comprise the parent tract, is as follows:

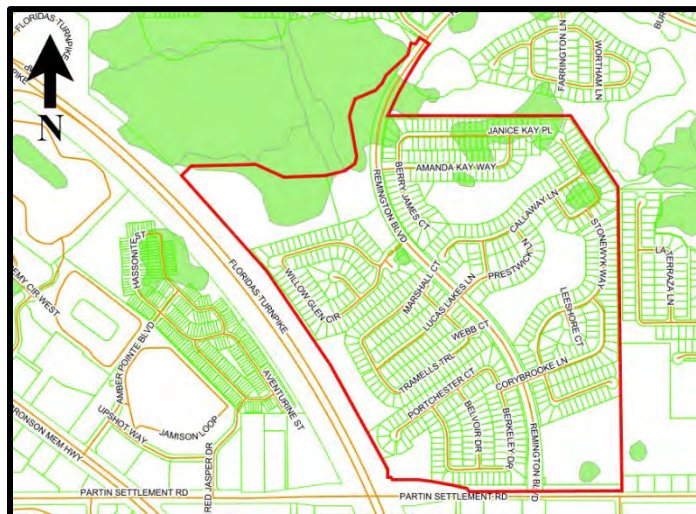
a. Land Area – 199.850 acres or 8,705,466 square feet

b. Shape – Irregular; see parcel exhibits for exact shape.

c. Boundary Dimensions – The valuation tract has a southern boundary length of 1,330.81 feet along Partin Settlement Road and a western boundary length of 3,109.90 feet along Florida’s Turnpike. See parcel exhibits for exact dimensions.

d. Ingress/Egress – The valuation tract has $\pm 1,331$ feet of frontage along the north side of Partin Settlement Road. The existing entrance to the parent tract consists of two 27-foot-wide driveways providing ingress and egress to the subdivision and unrestricted access to Partin Settlement Road, and one landscaping island that is ± 23 -feet wide. The driveway/roadway is known locally as Remington Boulevard. Though the valuation tract has frontage along Florida’s Turnpike, it is a limited-access toll-road and access is not obtainable from this right of way.

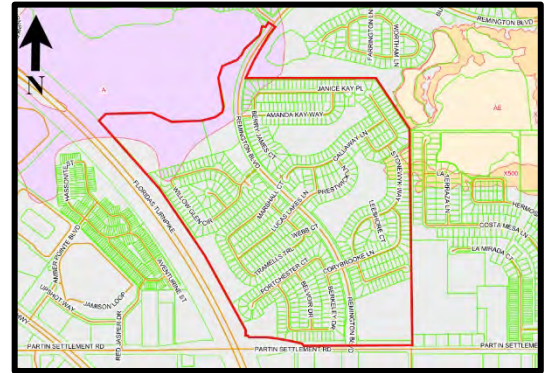
e. Topography – The valuation tract is relatively level and generally at grade with Partin Settlement Road, and Remington Boulevard. It is partly cleared and partly scattered with trees. Most of the property is comprised of uplands; however, there is roughly ± 20.01 acres of wetlands scattered throughout the site. The image below shows the approximate location of the wetlands throughout the valuation tract.



County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

f. Flood Hazard Data – Flood Insurance Rate Map 12097C0090G, dated June 18, 2013, shows the flood-zone designations for the neighborhood.

Per the map, the valuation tract lies within Flood Zone X, X500, and AE. Flood Zone X is an area that is outside of the special flood hazard area and is not generally subject to flooding. Flood Zone X500 and AE are within the special flood hazard area and are subject to an annual 0.2% to 1% chance of flooding.



g. Drainage – The valuation tract is within the boundaries of the South Florida Water Management District. There is a current stormwater management system in place that supports the current use. When considering the property as vacant, development would require compliance with current stormwater management regulations.

h. Soil Characteristics – According to the USDA Online Web Soil Survey, the valuation tract is comprised of the following soils:

Map Unit Symbol	Map Unit Name
1	Adamsville sand, 0 to 2 percent slopes
5	Basinger fine sand, 0 to 2 percent slopes
22	Myakka fine sand, 0 to 2 percent slopes
32	Placid fine sand, frequently ponded, 0 to 1 percent slopes

The soils on-site are typical of the area and are generally considered to be of a developable quality. A soil map is presented in the Addenda of this report for reference.

i. Utilities on-site – All public utilities are available to the property including water and sewer services. There is a water line and a force sewer main within the right of way along Partin Settlement Road.

j. Utilities Available – All public utilities are available to the area. The following table includes a list of utility providers and the types of utility services provided along Partin Settlement Road:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Utility Company	Type of Utility
Osceola County Traffic	Fiber Optic (ITS)
FTE	Fiber Optic (ITS)
AT&T	High Capacity Fiber Optic
AT&T Distribution	Telephone
St. Cloud Water / WW	Water / Wastewater
Century Link	Fiber Optic / Telephone
Centurylink	Fiber Optic
TECO Peoples Gas - Orlando	Gas
TOHO Water Authority	Reclaimed Water / Sewer / Water
Zayo Group	Fiber Optic
Charter Communications	CATV, Telephone, Fiber Optic
Florida Gas Transmission – Davenport	Gas
Kissimmee Utility Authority	Electric
Orlando Utility Commission	Electric

k. Site Improvements – Subdivision wall, chain-link fencing, asphalt paving, concrete curbing, brick pavers, stormwater retention, utilities, landscaping, irrigation, and light poles.

l. Easements, Encroachments, and Restrictions – There are no known easements, encroachments, or restrictions of record that have a negative impact on the development potential or marketability of the parent tract. See Section 280 of this report for additional information.

Building Improvements – The valuation tract is improved with the Remington – Phase 2 subdivision; however, the following valuation includes the land and affected site improvements (if any) and is as if no other improvements are on-site. As such, a complete inspection of the subdivision and site improvements are not necessary to produce credible assignment results.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

PHOTOGRAPHS



1. Looking northeasterly at the valuation tract, the subdivision improvements, and PS828A & PS728B from the intersection of Partin Settlement Road and Remington Boulevard.



2. Looking northeasterly at the parent tract and PS728A.

Photos Taken by: Kathrine Tribbey
Date Taken: May 25, 2022

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

PHOTOGRAPHS



3. Looking northeasterly at the parent tract PS828B & PS728C from the intersection of Partin Settlement Road and Remington Boulevard.



4. Looking easterly at PS728A from the existing sidewalk.

Photos Taken by: Kathrine Tribbey
Date Taken: May 25, 2022

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

PHOTOGRAPHS



5. Looking west at PS828A & PS728B from the east side of Remington Boulevard.



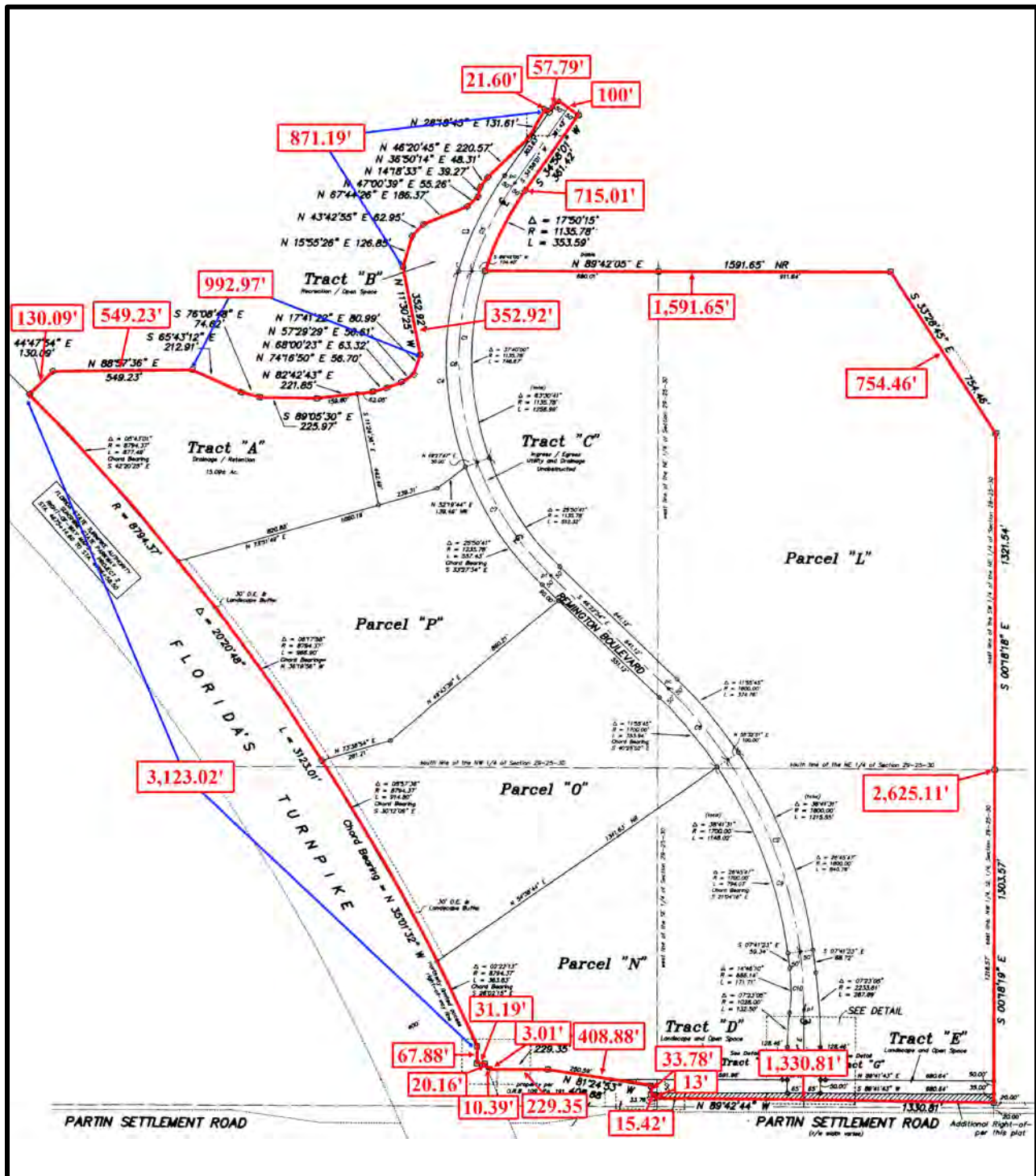
6. Looking easterly at PS828B & PS728C from the east side of Remington Boulevard, north of Partin Settlement Road.

Photos Taken by: Kathrine Tribbey
Date Taken: May 25, 2022

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

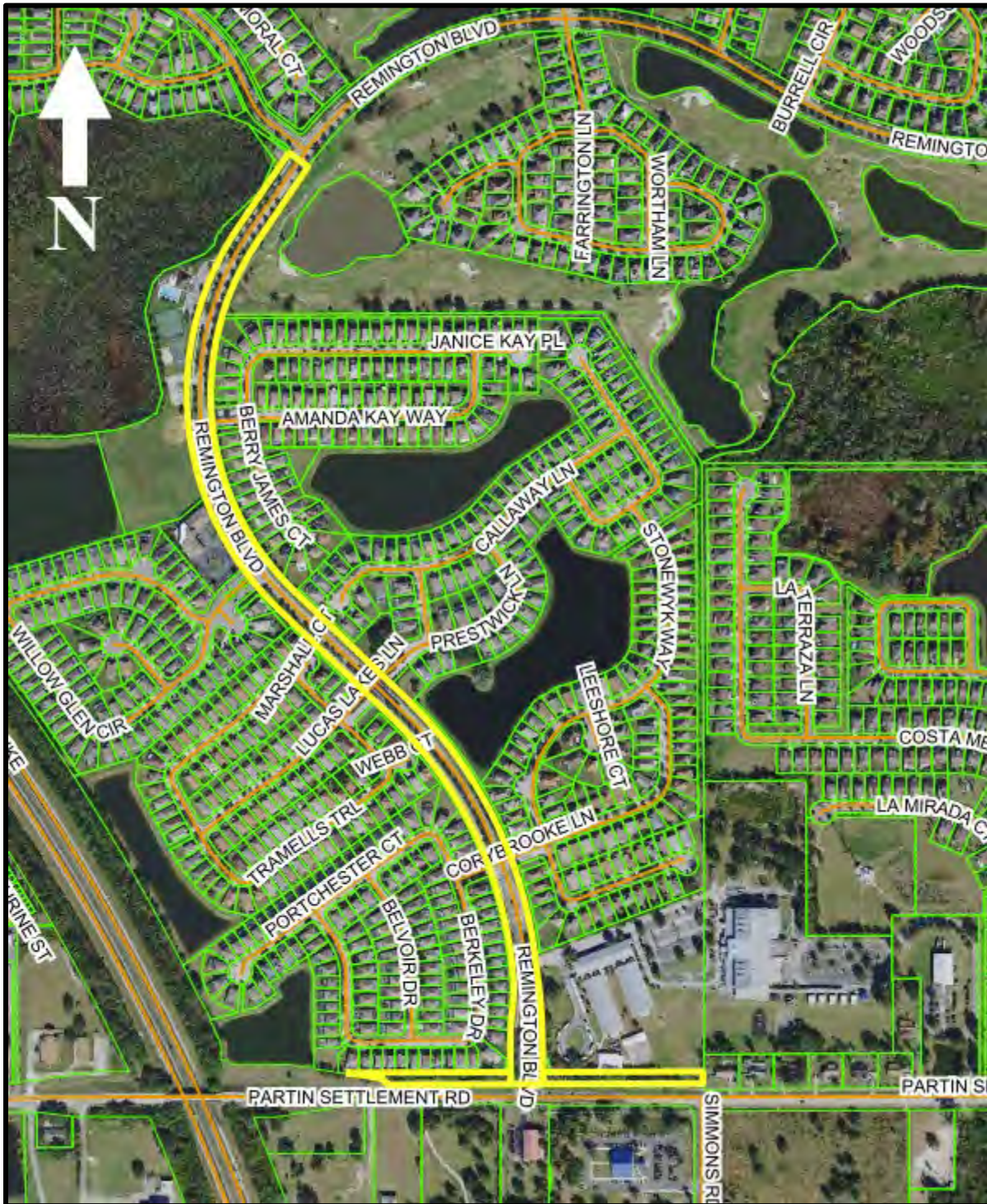


County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828



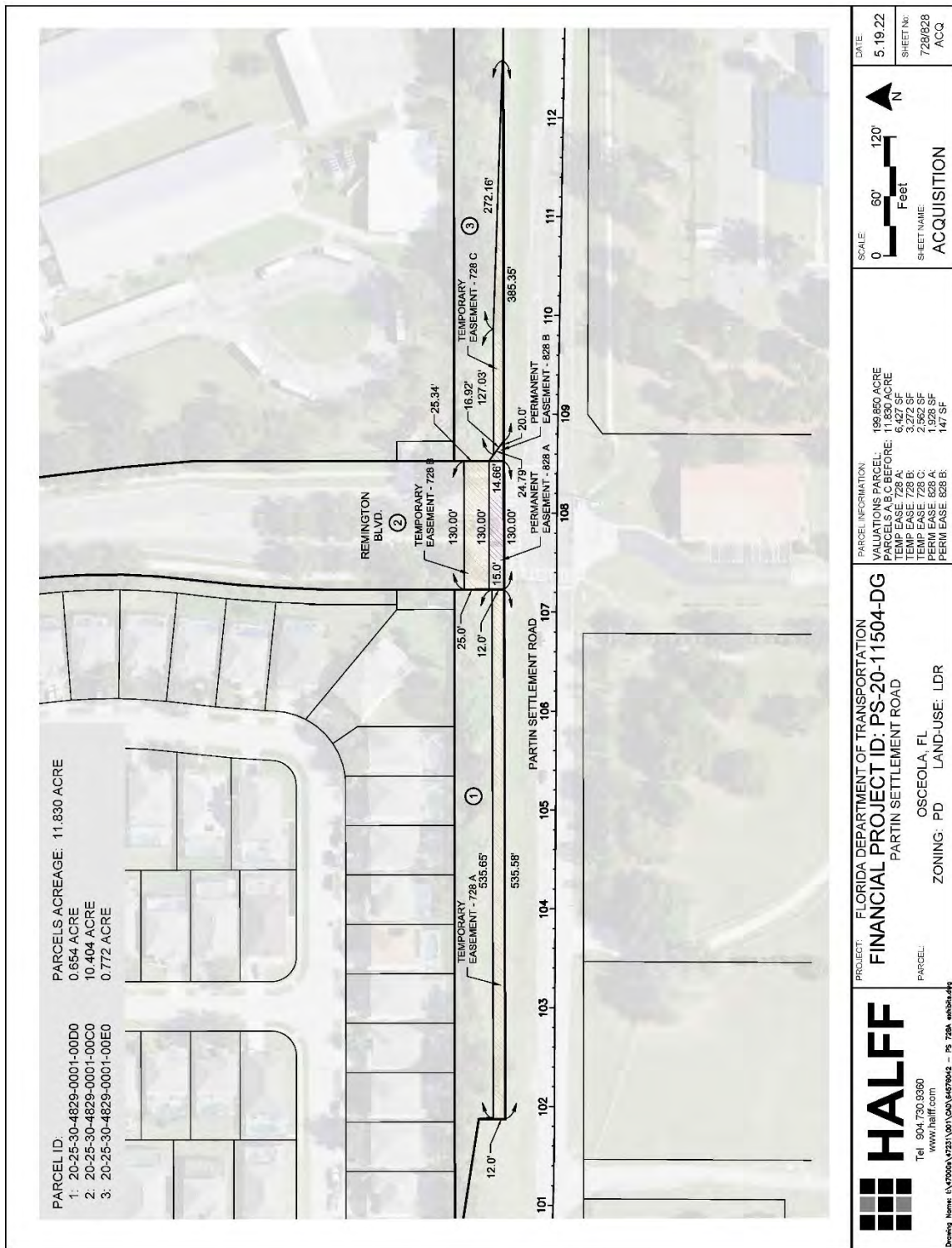
APPRAISER'S VALUATION TRACT SKETCH
(Plat Book 17, Page 158)

County: Osceola
County Road: 523
Parcel No.: PS728/PS828



**APPRAISER'S PARENT TRACT EXHIBIT
(MapWise)**

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

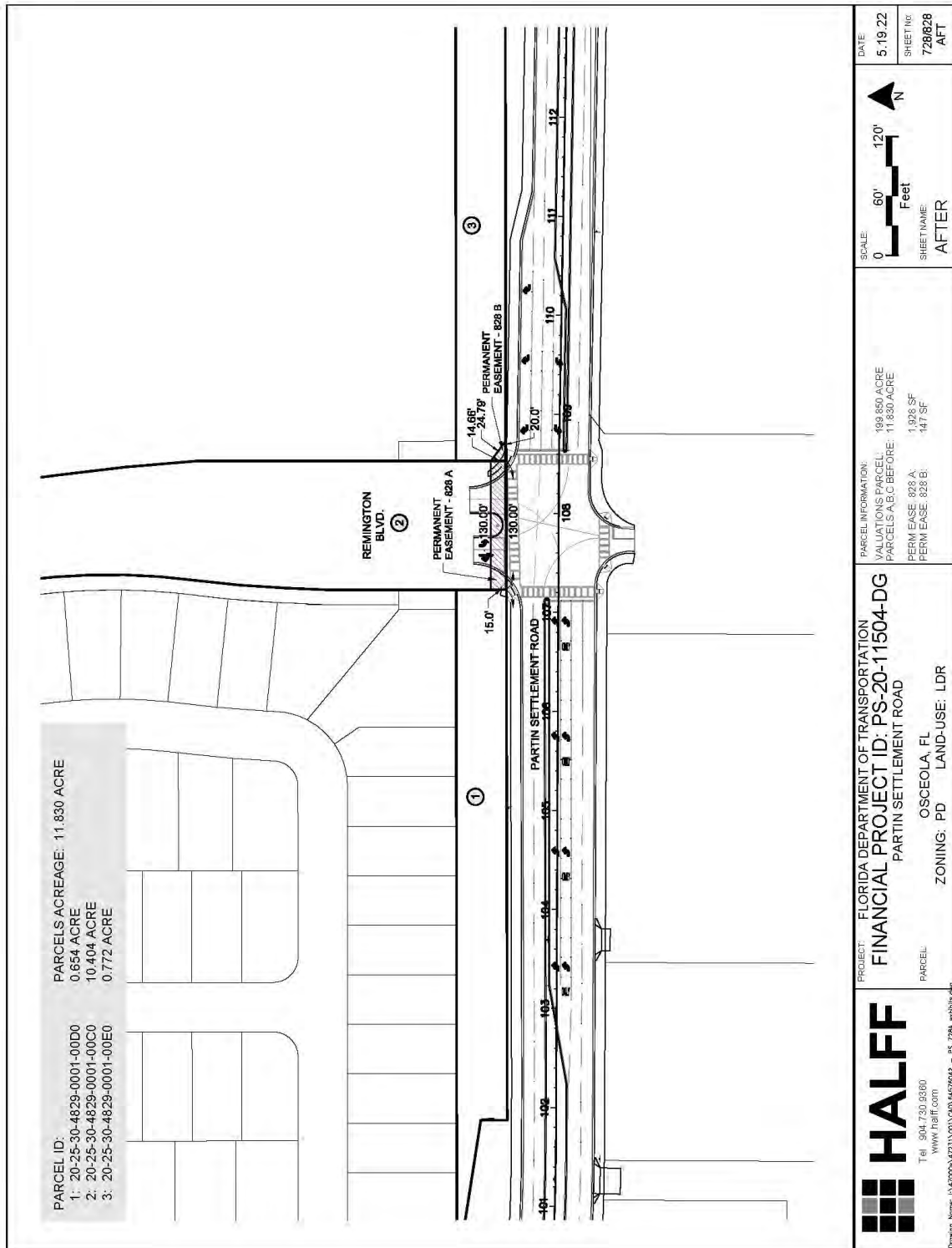


HALFF ASSOCIATES, INC. – AERIAL SKETCH OF VALUATION TRACT

County: Osceola
 County Road: 523
 Parcel No.: PS728/PS828

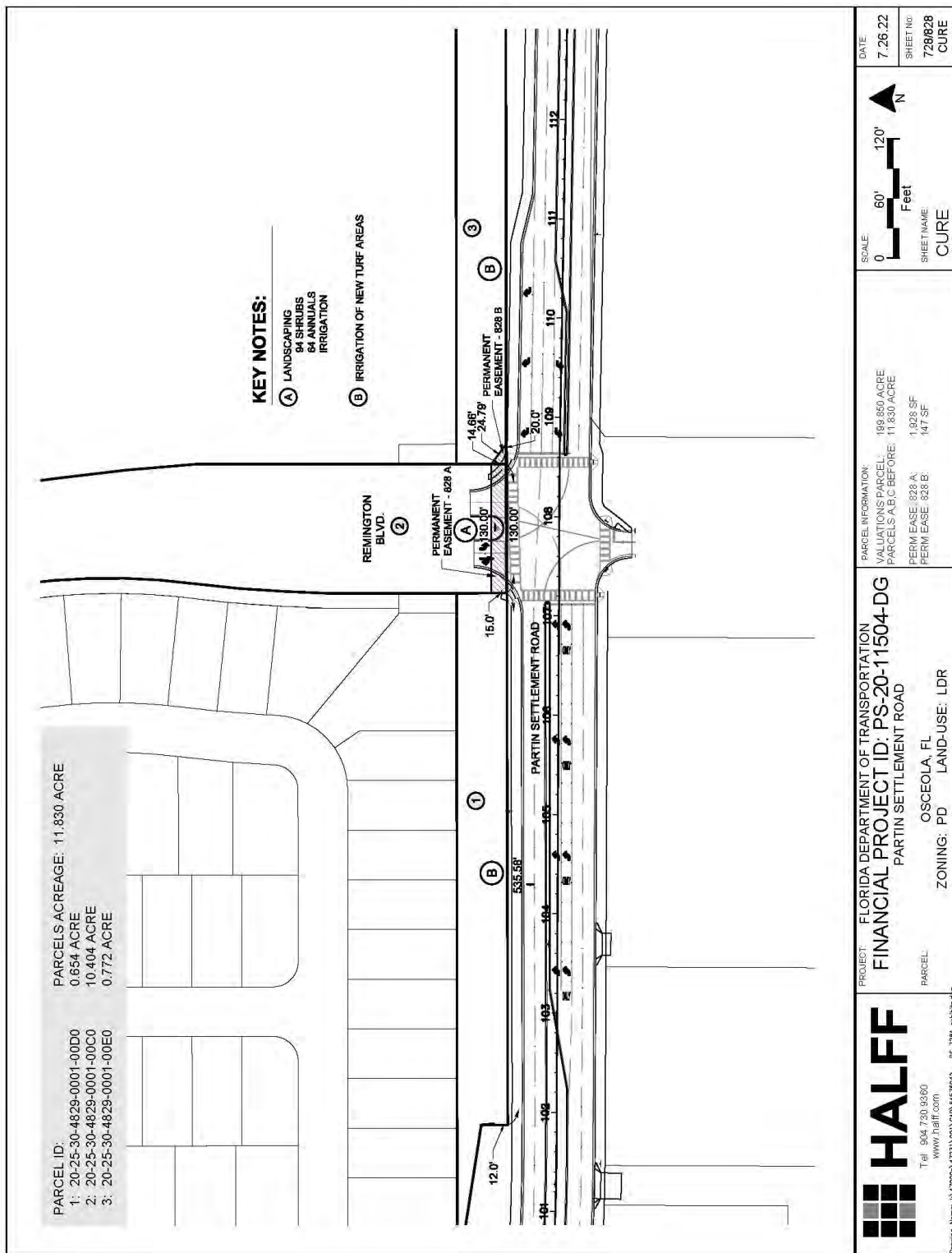
HALFF ASSOCIATES, INC. – AERIAL SKETCH WITH ACQUISITION AREAS AND APPRAISER’S CAMERA ANGLES SHOWN

County: Osceola
County Road: 523
Parcel No.: PS728/PS828



HALFF ASSOCIATES, INC. – AERIAL SKETCH OF ACQUISITION AREA

County: Osceola
 County Road: 523
 Parcel No.: PS728/PS828



HALFF ASSOCIATES, INC. – AFTER CONDITIONS SKETCH - CURED

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

235 EXISTING TRANSPORTATION FACILITY DESCRIPTION

CR 523 (Partin Settlement Road) is a major collector roadway with an annual average daily traffic (AADT) count in 2021 of 10,100 vehicles. It is identified locally as Partin Settlement Road and extends easterly from Neptune Road (CR 525) for ±2.7 miles before it terminates at East Lakeshore Boulevard.

In the project neighborhood, Partin Settlement Road consists of a predominately two-lane rural section of roadway with no median. Sidewalks, curbing, and gutters are intermittent along the corridor. Additionally, open swale drainage ditches exist along both sides of the right of way to collect and convey stormwater for the facility.

SR 91 (Florida’s Turnpike) extends in a northwest to southeast direction through the project neighborhood and ultimately provides a connection between I-75 near Wildwood to I-95 in North Miami. The segment that extends between Cross Prairie Parkway/Shady Lane and US 192/E. Irlo Bronson Memorial Highway had an AADT in 2021 of 45,200 vehicles. It provides convenient access to many cities throughout the State including the Clermont, Orlando, Kissimmee, Port St. Lucie, West Palm Beach, and Fort Lauderdale.

Simmons Road is a two-lane connector road that extends southerly from Partin Settlement Road and provides a connection to US 192/E. Irlo Bronson Memorial Parkway to the east of Florida’s Turnpike. Cross Prairie Parkway is a new right of way in the project area that provides access to a large-scale residential development to the southwest of the project neighborhood and extends northeasterly to provide a connection with US 192.

Multiple residential collector roads intersect with CR 523 providing access to residential developments along the corridor including Amber Pointe, Remington, Lago Buendia, and Legacy Park to name a few.

240 ZONING, LAND-USE PLAN, AND CONCURRENCY

Zoning Designation:	PD, Planned Development
Future Land Use Designation (FLU):	LDR, Low-Density Residential
Municipality:	Osceola County
Are zoning and FLU consistent:	Yes
Potential for Zoning & FLU Change:	No
Proposed Zoning:	N/A
Proposed FLU:	N/A

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Purpose of Zoning District:

Planned Developments are intended to promote development of the highest quality. Planned development districts, through flexible design guidelines, are intended to afford a developer the latitude to achieve a design quality superior to that possible through the utilization of standard development practices.

Planned developments are intended to result in an increased level of amenities for its residents. Planned developments are to function as integrated units, not unrelated uses or lots. The development sites are intended to provide high quality living and/or working environments by being pedestrian and bicycle friendly, being environmentally sensitive, appearing visually pleasing to the community, containing adequate recreation and functional open space, and being more compatible with the surrounding land use. Specific objectives of the planned development districts are listed in the Land Development Code.

The parent tract's zoning was changed to Planned Development (PRD) in 2003. Ninety percent of the PRD must be developed with residential uses, with the other ten percent devoted to supporting uses. Development standards are approved based on the design of the proposed development, impacts to the surrounding properties, and amount of dedicated open space.

Remington DRI:

The parent tract is within the Remington Development of Regional Impact (DRI), which was established in 1990. This DRI includes 911 single-family homes, 1,502 multi-family units, 20,000 square feet of retail use, an 18-hole golf course, clubhouse, and other amenities.

Remington CDD:

The Remington Community Development District was established in 1994 under Ordinance 94-2. The purpose of this district is to deliver community development services in the area, thereby providing a solution to the County's planning, management, and financing needs for delivery of capital infrastructure.

Future Land Use Regulations:

Low-Density Residential future-land-use designation is intended primarily for single-family residential neighborhoods, which may include detached or attached housing, with integrated neighborhood support uses such as schools, parks, and places of worship. New development is permitted at a density of three to eight units per acre. Ancillary non-residential support uses shall be allowed when integrated into a site development plan.

Legality and Conformance:

The parent tract and valuation tract appear to be in conformance regarding the requirements of the existing zoning and future-land use.

Concurrency Analysis:

Concurrency analysis reviews the necessary public facilities and services needed for development. Concurrency would not hinder development of the parent tract.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

250 ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS

The assessments and taxes associated with these parcels are as follows:

County:	Osceola
Tax Year:	2021
Parcel No.:	20-25-30-4829-0001-00C0, 20-25-30-4829-0001-00E0, and 20-25-30-4829-0001-00D0
Tax Parcel Account No.	R20-25-30-4829-000100C0, R20-25-30-4829-0001-00E0, and R20-25-30-4829-0001-00D0
Alternate Key No.	1097108, 1097110, and 1097109
Market Value:	N/A
Assessed Value:	\$7.00
Exemptions:	\$7.00
Taxable Value:	\$0.00
Gross Taxes:	\$0.00
Net with 4% Discount:	\$0.00
Delinquent:	No
Amount Passed Due:	\$0.00

260 HISTORY OF PROPERTY

There have been no arm's length transactions involving the parent tract within the last 5 years. The three tax parcels that makes up the parent tract transferred from Alexander M. Wells, Preston M. Wells, Jr., Hazel S. Wells, Preston Wells, III, Clyde A. Wells, and Remington Partnership to Remington Community Development District in October of 1999 via Deed recorded in OR Book 1674, Page 1541. It should be noted that this transaction included not only the parent tract, but additional land included on the plat of record.

There is no information available to suggest the parent tract is available for sale or pending contract for sale. No occupancy or rental history has been provided for this assignment.

270 EXPOSURE TIME

The Appraisal Standards Board defines exposure time as:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Based upon conversations with brokers and local property owners in this market, and statistical data gathered from Stellar MLS and CoStar, the following value conclusions are based upon an exposure time that ranges from 12 to 24 months, when priced appropriately under the current market conditions.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

280 PUBLIC AND PRIVATE RESTRICTIONS

A review of the project right-of-way maps, and the title work provided for this assignment indicate the following easements, encroachments, and/or restrictions of record for the parent tract:

- The Master Declaration of Covenants, Conditions, and Restrictions for PUD Lakeside Estates dated March of 1991 and recorded in OR Book 1009, Page 692; as affected by Final Judgement dated March of 2018 recorded in OR Book 5313, Page 647, and re-recorded in OR Book 1663, Page 2489.
- The Notice of Establishment of Remington Community Development District, dated October of 1999, is recorded in OR Book 1663, Page 2489.
- There is a Water, Wastewater, and Reclaimed Water System Service Agreement by and between the Remington Community Development District and Tohopekaliga Water Authority. This agreement is dated August of 2006 and is recorded in OR Book 3258, Page 1129.
- The plat for Remington – Phase 2 is recorded in Plat Book 11, Page 28. This plat dedicates Tract C for ingress/egress, utility, and drainage and Tract D & Tract E for landscaping and open space.

None of the above identified easements were found to have an adverse effect on the value of the parent tract, which is dedicated common area.

C. ANALYSIS OF DATA AND CONCLUSIONS

300 HIGHEST AND BEST USE ANALYSIS

The subject property was analyzed as if ready to be put to its highest and best use. Highest and Best Use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. *The Dictionary of Real Estate Appraisal, Appraisal Institute, seventh edition, 2022, pg. 103.*

The parent tract is incapable of supporting independent economic development due to its irregular and restrictive shape, and its dedication as common area for the Remington – Phase 2 Subdivision. For the purpose of analysis, it is reasoned that the value of the common area would be worth no less than the entitled but undeveloped residential land it serves.

As such, the unit value of the parent tract is being derived from a valuation of the 199.850-acre subdivision it serves, as if vacant and undivided. The highest and best use of the valuation parcel and thus the parent tract is as follows:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Physically Possible

The valuation parcel contains 199.850 acres and has an irregular but functional shape that can accommodate a reasonable range of development options. It has direct frontage on a public right of way for access and exposure and has access to all public utilities including water and sewer services. It is relatively level and most of the valuation tract is comprised of average quality soils.

Though there are wetlands on-site, these areas are scattered throughout the property and there are sufficient uplands on-site to support development. While there are portions of the property within a designated flood hazard area, these areas are isolated along the northwestern boundary and there is sufficient area outside of the flood hazard area to support development. Based on this, it would be *physically possible* to develop the valuation tract.

Legally Permissible

From a legally permissible standpoint, the zoning and land use plan are the primary determinates of the uses that will be placed on the land in the absence of deed restrictions and any other legal limitations. This property is zoned PD, Planned Development and has an LDR, Low-Density Residential future-land use within Osceola County. The zoning and future land use are consistent and allow for residential development. The property is conforming and is capable of supporting development while adhering to all land development regulations.

There are no known easements, restrictions, encroachments, or other legal considerations that would place limitations on the development potential of the property. As such, it would be *legally permissible* to develop the valuation tract with a low-density residential subdivision.

Financially Feasible

Economic uses available to the property are limited by the aforementioned legal and physical constraints. The legally permissible uses available to the parent tract are consistent with the existing surrounding uses, which are residential in nature.

The City of Kissimmee and surrounding unincorporated areas of Osceola County have been experiencing population growth and notable appreciation in real estate values over the past several years. The neighborhood has good accessibility via CR 523, Florida's Turnpike, US 192, US 17, US 441, and Neptune Road. New residential construction is prevalent in the area and the industrial, retail, and office sectors in Osceola County are all experiencing rent growth and low vacancy.

Overall, market conditions are positive, and the local market is currently in a phase of growth and expansion that is expected to continue into the foreseeable future. Current development trends suggest development of the valuation tract and thus the parent tract with a residential subdivision would be *financially feasible* under the current market conditions and would be in greatest demand.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Maximally Productive

All things considered, the *maximally productive* use of the valuation tract and the parent tract, as vacant, would be for immediate development of a residential subdivision.

302 HIGHEST AND BEST USE CONCLUSIONS

As Vacant: Development of a residential subdivision.

As Improved: N/A

305 APPROACHES TO VALUE USED AND EXCLUDED

The sales comparison approach will be used for the valuation of the land, as vacant. This approach is the best and most recognized method for valuing vacant land when there is enough comparable sale data available to make a direct comparison, which is the case for the valuation parcel. The unit value derived for the valuation parcel will be applied to the square foot size of the parent tract to arrive at its value.

The income approach and the cost approach are typically reserved for improved properties and are not necessary to produce credible assignment results when considering the valuation of the land, as vacant.

Once the value of the parent tract has been developed and reported, the acquisition must be valued. The temporary construction easement will be valued based on the unit value of the vacant parent tract, considering a market derived rate of return for a land lease to establish an economic rent. The rent will then be discounted to arrive at the present value of the income that would be received over the maximum term of the easement, which is 5 years.

310 LAND VALUATION

The appraiser searched the local market area for comparable land sales with similar locational and physical characteristics in comparison to the valuation tract. The sales found most relevant to this valuation, and selected for direct comparison with the property appraised, have been verified and written-up into detailed data sheets that are presented in the Addenda.

The unit of measure for this valuation is *price per square foot*. A grid is presented within the following pages that identifies information pertaining to the valuation tract and the comparable sales. The sales are identified by a sale number that is comprised of a county code and their official record book and page or document number. For ease of discussion, the sales are identified in the comparable sales grid as Land Sale 1, Land Sale 2, and Land Sale 3.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Discussion of Comparable Sales

The following is a summary of each comparable sale selected for direct comparison:

Land Sale 1 (92-6118-1013) involved a 205.000-acre tract of land at the southeast corner of Hickory Tree Road and Lake Gentry Road in an unincorporated area of St. Cloud, Osceola County. The property sold in December of 2021 for \$18,331,000, or **\$2.05 per square foot**. It has a consistent zoning and future-land use, which is Low-Density Residential. The property was purchased for development of a 797-lot residential subdivision that includes a mix of single-family detached homes and townhomes. Though a preliminary subdivision plan was approved, it was not fully entitled for development at the time of sale.

Land Sale 2 (92-6086-1077) involved a 95.580-acre tract of land on the north and south side of Sharp Road, east of Simmons Road in an unincorporated area of Kissimmee, Osceola County. The property sold in November of 2021 for \$10,500,000, or **\$2.52 per square foot**. It has a planned development zoning and low-density residential future-land use. This property was purchased for development of a 332-lot residential subdivision that includes a mix of detached homes and town homes and was fully entitled for development at the time of sale.

Land Sale 3 (92-5676-2779) involved a 60.340-acre tract of land on the east and west side of Cross Prairie Parkway in an unincorporated area of Kissimmee, Osceola County. The property sold in February of 2020 for \$5,972,400, or **\$2.27 per square foot**. It has a mixed-use zoning and future-land-use designation. This property was purchased by Pulte Homes for development of Phase 4A and Phase 5A of the Tohoqua Reserve residential subdivision and was fully entitled for development at the time of sale. The two phases have a total of 249 lots including 115 lots for Phase 4A and 134 lots for Phase 5A.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

LAND VALUATION SALES COMPARISON APPROACH				
FACTUAL DATA	Valuation Tract Parcel PS728/PS828	Land Sale 1 92-6118-1013	Land Sale 2 92-6086-1077	Land Sale 3 92-5676-2779
Location:	Partin Settlement Road,Kissimmee, Osceola County	SEC of Hickory Tree Rd & Lake Gentry Rd, St. Cloud, Osceola County	Sharp Rd, E of Simmons Rd, Kissimmee, Osceola County	E & W/Side of Cross Prairie Parkway, Kissimmee, Osceola County
Date of Sale	-	Dec-21	Nov-21	Feb-20
Sale Price:	-	\$18,331,000	\$10,500,000	\$5,972,400
Land Size (AC):	199.850	205.000	95.580	60.340
Land Size (SF):	8,705,466	8,929,800	4,163,465	2,628,410
Sale Price/SF:	-	\$2.05	\$2.52	\$2.27
Property Rights:	-	\$0.00	\$0.00	\$0.00
Financing:	-	\$0.00	\$0.00	\$0.00
Conditions of Sale:	-	\$0.00	\$0.06	\$0.00
Expenditures:	-	\$0.00	\$0.00	\$0.00
Adj. Price/SF:	-	\$2.05	\$2.58	\$2.27
Time Adj./Month:	-	0.00%	0.00%	0.00%
Months Elapsed:	-	6	8	29
Multiplier Factor:	-	1.000	1.000	1.000
Time Adj. \$/SF:	-	\$2.05	\$2.58	\$2.27
Comp. Elements				
Location	Urban	Similar0%	Similar0%	Similar0%
Size (AC)	199.850	205.0000%	95.580-10%	60.340-10%
Access	Average	Average0%	Average0%	Inferior10%
Shape	Functional	Similar0%	Similar0%	Similar0%
Topography	Average	Similar0%	Similar0%	Similar0%
Zoning/FLU	PD / LDR	LDR / LDR0%	PD / LDR0%	MU / MU0%
Public Utilities	Water / Sewer	Water & Sewer0%	Water & Sewer0%	Water & Sewer0%
Site Utility	Average	Similar0%	Similar0%	Similar0%
Entitlements:	Entitled	Approved Prelim Subdivision Plan10%	Similar0%	Similar0%
Net Adjustment	-	Inferior10%	Superior-10%	Similar0%
Adjusted \$/SF:	-	\$2.26	\$2.32	\$2.27

County: Osceola
 County Road: 523
 Parcel No.: PS728/PS828

Discussion of Adjustments

The current professional recommendation for the order of sequence in the adjustment process is to first consider property rights conveyed, financing (cash equivalency), conditions of sale (motivation), expenditures made immediately after purchase, and market conditions. Once these five elements have been considered and adjusted for, the appraiser will next consider the locational and physical difference between the subject and the comparable sales.

Property Rights Conveyed:

The purpose of this appraisal is to value fee simple interest. All the sales involved the transfer of fee-simple interest, and no adjustments are required for this element of comparison.

Financing, Conditions of Sale, and Expenditures After Sale:

All the sales involved cash terms or terms equivalent to cash and no adjustments are necessary for financing. All the comparable sales represented arm's-length transactions with no unusual conditions, atypical motivations, or expenditures after purchase. Sale 2 has been adjusted up by \$250,000, or \$0.06 per square foot, to account for credit that was issued to the seller at closing to cover a portion of the engineering fees that were associated with obtaining the entitlements for development.

Market Conditions (Time Adjustment):

There is limited market evidence to support a definitive upward or downward trend in pricing for vacant residential land in the subject neighborhood. This is due to a somewhat limited sales volume and diverse physical characteristics of the sales taking place, which both tend to skew statistical data and place constraints on the ability to pair data.

Discussions with local brokers and real estate agents indicate market conditions have improved over the past several years. The comparable sales selected for direct comparison have taken place over the last 29 months, during a period of relatively stable to slightly improving land pricing.

Though a specific adjustment for market conditions could not be extracted from the local market when considering the valuation tract, as vacant, the overall price trends and sentiment of those active in the real estate market will be considered by the appraiser in the following valuation.

Physical and Locational Adjustments:

The next sequence of adjustments addresses the locational and physical differences between the comparable sales and the subject. An analysis of a large quantity of sale information did not provide a basis for specific quantitative adjustments for some elements of comparison. Therefore, the adjustments used were necessarily based upon the appraiser's professional judgment using past market experience and common sense. When pairing of sales was possible, the exercise was included to support a market-based adjustment.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

In the comparative grid, the adjustments may be slight, significant, or substantial. An adjustment of less than 10% is slight, while an adjustment between 10% and 20% is significant. An adjustment greater than 20% is substantial. Great effort has been put forth to find sales that do not require a substantial adjustment. The individual physical and locational elements of comparison are discussed as follows:

Location:

The valuation tract is fronting on Partin Settlement Road in an unincorporated area of Osceola County. This section of the corridor is predominantly developed with a mixture of residential and municipal uses. All of the comparable sales are in similar areas of Osceola County and do not require an adjustment for this element of comparison.

Size:

The comparable sales range in size from 60.340 acres to 205.00 acres and bracket the valuation tract size of 199.850 acres.

Adjustments for size are typically based on the principle of size regression, or the inverse relationship between unit price and unit size. This is to say that smaller parcels tend to yield a higher unit price in comparison to larger parcels, all other factors being equal.

Sale 1 is a similar size as the valuation tract and does not require an adjustment for size. Sale 2 has a size of 95.580 acres and Sale 3 has a size of 60.340 acres, which are both smaller than the size of the valuation. As such, Sale 2 and Sale 3 have each been adjusted down by 10% for their smaller size.

Access:

The valuation tract has direct frontage on a public right of way for access. Sale 1 and Sale 2 have similar direct access from at least one public right of way and do not require an adjustment for this element of comparison. Sale 3 is located along Cross Prairie Parkway, which was not constructed at the time Sale 3 sold. As such, Sale 3 has been adjusted up by 10% to account for its inferior access at the time of sale.

Shape:

The valuation tract has an irregular shape but is fully functional to support development. All the comparable sales have functional shapes and do not require an adjustment for this element of comparison.

Topography:

The valuation tract has average topography that is partly cleared and relatively level. Though there are wetlands and areas within the floodplain, there is sufficient upland area outside of the floodplain to accommodate development. All the comparable sales have similar average topography and do not require an adjustment for this element of comparison.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Zoning/FLU:

The valuation tract is zoned PD, Planned Development with a future-land use of LDR, Low-Density Residential and is capable of supporting residential subdivision development.

All the sales have a similar zoning and future land use in comparison to that of the valuation tract and no adjustments are necessary for this element of comparison.

Public Utilities:

When considering the valuation tract as vacant, there are no utilities on-site. All public utilities are available to the subject property including water and sewer services. All the comparable sales are similar and require no adjustments for utilities.

Site Utility:

This element of comparison pertains to encumbrances on-site that would place constraints on full utilization of the site, or off-site benefits that would result in superior site utility. The valuation tract has average site utility with no detrimental encumbrances or off-site benefits. All the sales are similar, and no adjustments are required for this element of comparison.

Entitlements:

This last element of comparison pertains to entitlements for development. When considering the valuation tract as vacant, it is entitled residential land. Sale 2 and Sale 3 are similar entitled residential land, and no adjustments are necessary for Sale 2 or Sale 3. Though Sale 1 has a preliminary subdivision plan in place, it was not fully entitled for development at the time of sale. As such, it has been adjusted up by 10% for entitlements.

Reconciliation and Unit Value Conclusion for the Valuation Parcel

The final step in this valuation analysis was to reconcile the unit value indicators into a final opinion of value for the land. After all adjustments are applied, the sales indicate adjusted values that range from \$2.26 to \$2.32 per square foot. All the sales are good indicators of value for the subject property. The unit value of the valuation tract is concluded to fall slightly below the high end of the range, or at \$2.30 per square foot.

Value of the Parent Tract

The unit value of the valuation parcel is \$2.30 per square foot. In some instances when this type of valuation methodology is applied, one may go a step further and adjust for any limiting features that apply directly to the property being appraised. In this instance, no additional adjustments are necessary.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Though the parent tract is smaller than the valuation parcel, the downward adjustment that would typically be applied for the difference in size is offset by a downward adjustment for its irregular and nonconfining shape. Though the parent tract is not suitable for standalone development, it holds value as a common area for the residents of the Remington – Phase 2 subdivision by providing the benefit of offsite landscaping, drainage, and right of way.

As such, the parent tract is concluded to have the same unit value as the valuation tract, or \$2.30 per square foot. The total value of the parent tract land is calculated as follows:

Land Class	Area	Unit		Unit Value		Total Value
Residential Land	515,315	SF	x	\$2.30	=	\$1,185,225
Total Value of Vacant Land (Rounded)						\$1,185,300

390 RECONCILIATION OF VALUE INDICATIONS AND VALUE CONCLUSION

This appraisal includes a valuation of the land and any affected improvements. The sales comparison approach was the sole indicator of value for the land, as vacant. As such, no further reconciliation is necessary. The value of the land is concluded at **\$1,185,300**.

The cost approach has been utilized in a limited capacity to develop and report an opinion of the contributory value of the affected improvements, which is **\$4,500** for PS828 A/B and **\$49,300** for PS728 A/B/C. The combined contributory value of the affected item is **\$53,800**. A complete description of the improvements and their contributory value can be found in Sections 470 and 490 of this report.

For the purposes of this valuation, the contributory value of the affected improvements must be added to the value of the land, as vacant to arrive at the total value of the whole, which is **\$1,239,100**.

395 ALLOCATION OF LAND, SITE IMPROVEMENTS, STRUCTURES, AND OTHER IMPROVEMENTS

Item	Total Value (R)
Land	\$1,185,300
Site Improvements	\$ 53,800
Total Value of Parent Tract (LAI):	\$1,239,100

D. DESCRIPTION AND VALUATION OF PART ACQUIRED

460 DESCRIPTION OF PERMANENT EASEMENT ACQUIRED – PARCEL PS828

Parcel PS828 is a two-part perpetual easement that contains a total of 2,075 square feet, or 0.048 acres. A summary description and sketch-of-description exhibit for each of the perpetual easement are presented as follows:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Parcel PS828A:

Size: 1,928 square feet

Shape of Acquisition: Rectangular

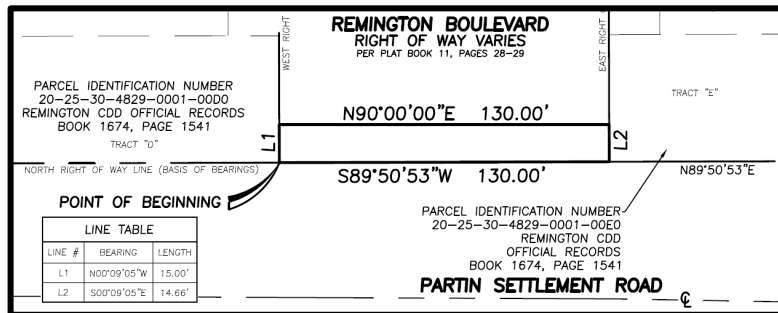
Location: The south boundary of the parent tract at the intersection of Partin Settlement Road at Remington Boulevard.

Length/Width: 130.00 feet

Depth: The depth ranges from 14.66 feet along the east boundary to 15.00 feet along the west boundary.

Improvements: Sidewalk, pavers, asphalt pavement, grass, curbing, pavement striping, crosswalk and street signs, light poles, and landscaping.

Purpose: Constructing and maintaining a traffic and roadway signal

**Parcel PS828B:**

Size: 147 square feet

Shape of Acquisition: Triangular

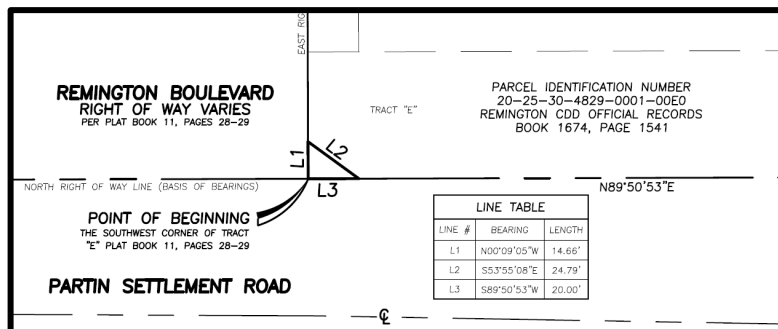
Location: Along the south boundary of the parent tract adjacent to Partin Settlement Road, east of Remington Boulevard.

Length/Width: 20 feet along Partin Settlement Road

Depth: It has a depth of 14.66 feet along its west boundary and its northeast boundary has a length of 24.79 feet.

Improvements: Grass and sidewalk

Purpose: Constructing and maintaining a traffic and roadway signal



County: Osceola
County Road: 523
Parcel No.: PS728/PS828

The purpose of the permanent easements is for constructing and maintaining a traffic and roadway signal. Actual easement language has not been provided for this assignment; however, for the purpose of this analysis it is assumed this easement includes the right to ingress and egress over the surface of the easement area, and to use and occupy the surface of the easement area, in order to do the necessary clearing, excavating, construction and maintenance in, over, under, upon and through the following described land.

Per discussions with the client and the project design engineer, the existing signage, lamp posts, and right of way improvements will be allowed to remain within the limits of the permanent easement and will either remain in place and be undisturbed or will be replaced with like kind materials by the roadway contractor at the time of construction.

470 VALUATION OF PERMANENT EASEMENT ACQUIRED – PARCEL PS828

The land in the easement area is concluded to have the same unit value as that of the whole, or \$2.30 per square foot. This acquisition involves a permanent easement that is being acquired for constructing and maintaining traffic and roadway signals.

The easement will represent an encumbrance on the land that takes a portion of the subsurface and surface rights that are part of the bundle of rights associated with fee ownership of the land. The surface rights to the land will continue to be shared with the property owner and use of the easement for right of way and common area improvements will continue within the easement area. The proposed signal equipment that will be constructed by Osceola County will continue to serve the Remington – Phase 2 Subdivision; however, Osceola County will now have rights to construct and maintain the traffic signals that control the traffic at the intersection of Remington Boulevard and Partin Settlement Road.

Based on this, it is concluded that the easement rights represent 50% of the underlying fee value of the land, or \$1.15 per square foot. The total value of the proposed perpetual easement is allocated as follows:

Land Class	Area	Unit		Unit Value		Total Value
Residential Land	2,075	SF	x	\$1.15	=	\$2,386
Total Value of Vacant Land (Rounded)						\$2,400

Improvements

General Contractor Matthew Reimer of Intracoastal Builders Corporation has prepared a replacement cost new estimate for the fee owned site improvements affected by the acquisition. His cost estimate is inclusive of general contractor’s overhead and profit, soft costs, engineering fees, and permit fees. A complete copy of the contractor’s estimate is in the Addenda of this report. It is summarized as follows:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Parcel PS828A

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Total Cost Inclusive of 15 % E&P</u>	<u>Depreciation</u>	<u>Contributory Value</u>
Sidewalk	134	sf	\$7.48	\$1,002.32	\$1,152.67	10%	\$1,037.40
Bush/Shrub - Small	14	ea	\$33.80	\$473.20	\$544.18	0%	\$544.18
Planting - Flowers	64	ea	\$2.60	\$166.40	\$191.36	0%	\$191.36
Irrigation	1,163	sf	\$1.62	\$1,884.06	\$2,166.67	10%	\$1,950.00
Grass	543	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Asphalt Paving	378	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Concrete Curbing	146	lf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Directional/Parking Signs	2	ea	\$0.00	\$0.00	\$0.00	0%	\$0.00
Stop Bar	27	lf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Pavement Striping	138	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Utility Improvements	1	ls	\$0.00	\$0.00	\$0.00	0%	\$0.00
Crosswalk & Signage	1	ls	\$0.00	\$0.00	\$0.00	0%	\$0.00
Pavers	650	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Light Pole	2	ea	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total:				\$3,525.98	\$4,054.88		\$3,722.94
Total Contributory Value of Improvements Acquired PS828A (Rounded):							\$3,800

Parcel PS828B

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Total Cost Inclusive of 15 % E&P</u>	<u>Depreciation</u>	<u>Contributory Value</u>
Sidewalk	65	sf	\$7.48	\$486.20	\$559.13	10%	\$503.22
Grass	82	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Irrigation	82	sf	\$1.62	\$132.84	\$152.77	10%	\$137.49
Total:				\$619.04	\$711.90		\$640.71
Total Contributory Value of Improvements Acquired PS828B (Rounded):							\$700
Total Contributory Value of Improvements Acquired for PS828 (Rounded):							\$4,500

No compensation is being included for site improvements that will either remain within the easement or be replaced by the roadway contractor as part of the roadway construction activities if disturbed such as the grass, asphalt pavement, pavement markings, curbing, directional signs, utility improvements, pavers, and light poles. The roadway contractor will not replace or repair the irrigation or other landscaping items if they are disturbed by construction, and they are therefore being included in the compensation.

Landscaping items are considered living items that grow and mature over time and therefore do not tend to depreciate when well maintained, which is the case for the subject's landscaping items. As such, the shrubs and annuals are concluded to contribute a value that is equal to 100% of their replacement cost. The irrigation is not new and has been exposed to the elements. As such, it has been depreciated by 10%.

The total contributory value of the affected site improvements in both easement areas is concluded at **\$4,500**.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

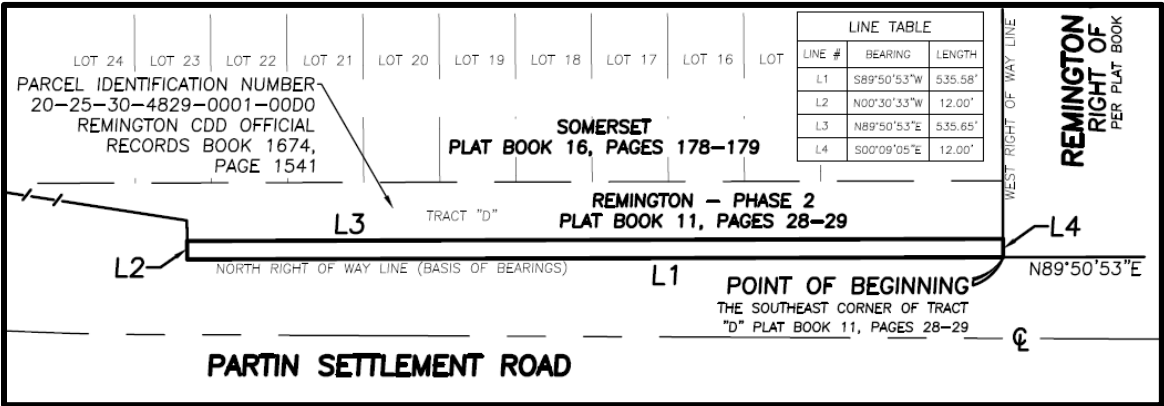
480 DESCRIPTION OF TEMPORARY EASEMENT ACQUIRED – PARCEL PS728

Parcel PS728 is a three-part temporary construction easement (TCE) acquisition located along the southern boundary of the parent tract. The purpose of the TCE is for removal and relocation of existing sidewalk and harmonizing of the remainder. According to the client, the TCE will have a maximum term of ±5 years, or ±60 months.

For the purpose of reasonable analysis, the start date of the easement is assumed to coincide with the date of value of this report; however, the actual start date will be the date the easement is actually acquired by the county. A summary description and sketch-of-description exhibit for each of the temporary construction easements are presented as follows:

PS728A:

- Size: 6,427 square feet
- Shape of Acquisition: Rectangular
- Location: Along the south boundary of the parent tract adjacent to Partin Settlement Road, west of Remington Boulevard.
- Length/Width: Its south boundary has a length of 535.58 feet along Partin Settlement Road and its north boundary has a length of 535.65 feet.
- Depth: 12 feet
- Improvements: Grass, sidewalk, and irrigation.
- Purpose: For removal of the sidewalk that is outside of existing right of way and for side slope extending beyond the new sidewalk that is being constructed in the right of way.



County: Osceola
County Road: 523
Parcel No.: PS728/PS828

PS728B:

Size: 3,272 square feet

Shape of Acquisition: Rectangular

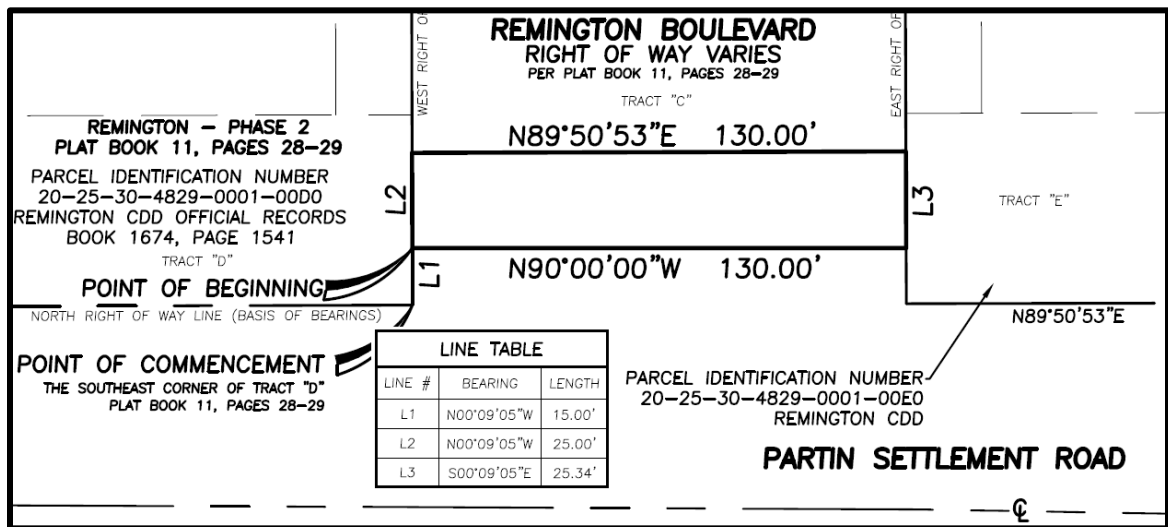
Location: Along the north boundary of Parcel PS828A at Remington Boulevard, north of Partin Settlement Road.

Length/Width: 130.00 feet

Depth: The west boundary of the easement has a depth of 25.00 feet and the east boundary has a depth of 25.34 feet.

Improvements: Grass, sidewalk, pavers, concrete curbing, irrigation, landscaping, entry sign, and pavement striping.

Purpose: To construct new curb returns and side street tie-downs



County: Osceola
County Road: 523
Parcel No.: PS728/PS828

PS728C:

Size: 2,562 square feet

Shape of Acquisition: Irregular

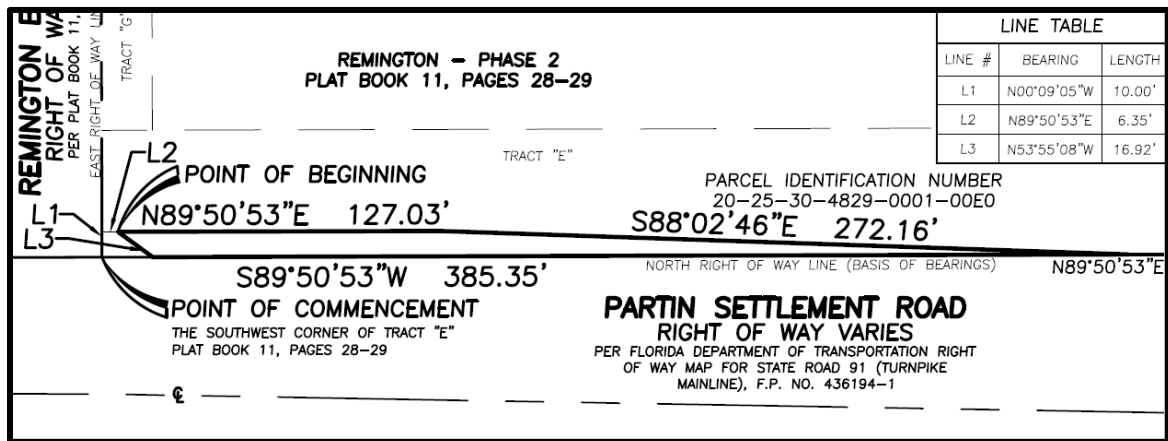
Location: Along the south boundary of the parent tract adjacent to Partin Settlement Road, 6.35 feet east of Remington Boulevard, Parcel PS828B.

Length/Width: It has a length of 385.35 feet along Partin Settlement Road

Depth: The western boundary has a depth of 16.92 feet and tapers to a point as it extends easterly along Partin Settlement Road.

Improvements: Grass, sidewalk, and irrigation.

Purpose: For removal of the sidewalk that is outside of the existing right of way, and for side slope extending beyond the new sidewalk being constructed in the right of way.



490 VALUATION OF TEMPORARY EASEMENT ACQUIRED – PARCEL PS728

The following chart summarizes the steps taken to arrive at the market value of Parcel PS728, a temporary construction easement. The chart is followed by a discussion of each step in the valuation process and the supporting data for the rate of return, discount rate, and the market value of the TCE (land only).

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

**MARKET VALUE OF
TEMPORARY CONSTRUCTION EASEMENT**

Land Area (SF) – TCE	12,261
Unit Price	\$2.30
Total Land Value	\$28,200
Land Value Rounded	\$28,200

Rate of Return	8%
Annual Rent	\$2,256.00
Monthly Rent	\$188.00

Discount Rate (Annual)	5.94%
Lease Term (Months)	60
Present Value Factor	52.05669

Market Value of TCE	\$9,786.66
Rounded Market Value of TCE	\$9,800

HP12C Calculator Keystrokes

Present Value Factor: g7 (Begin Mode), N=60, gI=5.94, PMT= -1, Solve for PV = 52.05669,

Value of TCE = 52.05669 ENTER, \$188.00 (x) = \$9,786.66

Land Value

Valuing the land within the limits of the proposed TCE is the first step in developing and reporting the value of the acquisition. The subject land was valued at \$2.30 per square foot. This value also reflects the value for the land within the easement area. The fee value of the land in the easement area is as follows:

Land Class	Area	Unit		Unit Value		Total Value
Residential Land	12,261	SF	x	\$2.30	=	\$28,200
Total Value of Vacant Land (Rounded)						\$28,200

Market Rent Estimate

A temporary construction easement (TCE) is a short-term encumbrance that is in many ways, like a land lease. They both involve the temporary transfer of rights to use and occupy land for a specified length of time in return for a specified rent. As such, comparable land lease data will be used to develop and report an opinion of the appropriate return on the portion of the parent tract the County wishes to use during the time that it will be encumbered.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

To develop an opinion of the economic rent for the TCE, the appropriate return on the value of the land must first be developed. When utilizing land leases to develop an opinion of value for a temporary construction easement, two methods can be utilized. The first method directly compares the annual rental rate on a per square foot basis to the property being appraised. This is a difficult method to apply since there is commonly a lack of sufficient comparable data to formulate this approach.

The second and most widely used method involves developing an opinion of value for the leased area based on a percentage of its fee value. This method has proven to be the method used by lessors and lessees involved in land leases. To establish an appropriate lease rate at which an individual owner could expect to receive on the value of his property, the following data was gathered and considered.

Current/Local Land Lease Data

Limited land lease data is available in the local market area. Most land leases that are taking place involve investment grade commercial properties that are built-out and occupied by national tenants with a AAA credit rating. The properties sought out for development by this type of end user are extremely competitive, which tends to put downward pressure on their respective rates of return.

The subject property is residential and cannot support this type of use. As such, the following market data is not to be construed as a direct indication of the rates that could be achieved for the subject property but is rather an indication of the lower end of the range of rates being achieved for land leases in the market area.

<u>Location</u>	<u>Name</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Cap Rate</u>	<u>Terms</u>
3230 Orange Ave, Kissimmee	7-Eleven	05/04/2021	\$4,166,660	4.80%	15-year
9224 Turkey Lake Rd, Orlando	7-Eleven	02/19/2021	\$2,774,382	4.55%	10-year
2450 Deer Creek Commerce Ln, Davenport	AutoZone	06/12/2020	\$1,505,000	4.65%	20-year
4370 Pleasant Hill Rd, Kissimmee	Taco Bell	05/20/2020	\$1,407,000	4.51%	19-years
5296 W US Hwy 192, Kissimmee	Aldi's	11/07/2019	\$3,100,000	4.30%	Unknown
1720 Celebration Blvd, Celebration	McDonalds	03/29/2019	\$2,400,000	4.00%	20-year
8103 Lake Wilson Rd, Davenport	WaWa	09/06/2018	\$3,780,000	4.60%	Unknown
9858 International Dr, Orlando	Walgreens	05/10/2018	\$2,449,339	6.30%	18.5-ysr
1095 Cypress Pkwy, Poinciana	WaWa	04/27/2018	\$3,474,000	4.75%	20-year
5035 S Orange Blossom Trl, Kissimmee	WaWa	04/19/2018	\$3,469,388	4.89%	16-year
3264 Vineland Rd, Kissimmee	TireMart	Active	\$550,000	5.5%	5-year

As shown, the above land leases indicate rates ranging from 4.00% to 6.30%; however, they are all secured by national gas station, retail, or restaurant tenants for long term leases of 10 years or more with additional options for renewal.

A review of listings on Loopnet.com, discussions with local market participants, and data collected from representatives from the airports throughout the State revealed the following land lease data:

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

1. North side of CR 448 in the City of Tavares (Alt. Key: 3833661)

This 9.2-acre tract of land sold in February of 2019 for \$1,000,000. It is currently listed for lease on LoopNet. The asking rent for a lease on the land is \$12,000 per acre, or \$110,400 annually. The indicated rate of return is **11.04%**. It has an industrial zoning and future-land use within the City of Tavares and has additional frontage on the CSX railroad.

2. SR 50 at Bay Lake in Mascotte (Alt. Key: 1727952 & 1727961)

This 0.36-acre commercial lot with a corner location on SR 50 in Mascotte is currently advertised for lease at a rate of \$1,200 per month, or \$14,400 per year. The land is also listed for sale with an asking price of \$160,000 indicating a **9.0%** rate of return.

3. 1033 Hooks Street, Clermont (Alt. Key: 2665858 & 2665840)

This 1.95-acre commercial property was purchased together with a small contractor trailer on-site in January of 2019 for \$580,000. The property has since been advertised for lease as a vehicle and equipment parking lot for \$3,250 per month, or \$39,000 per year indicating a **6.6%** rate of return on the land.

4. 2100 N. Federal Highway, Hollywood (PID: 514210130010)

This 1.48-acre tract of land is currently listed for sale or lease on LoopNet. The asking rent for a lease on the land is \$7.00 per square foot, or \$450,184 annually. The asking price for fee ownership of the land is \$6,300,000. The indicated rate of return is **7.15%**.

It is within the FH-2, Federal Highway Medium-Highway Intensity Mixed-Use zoning district and the TOD, Transit Oriented Development future-land use district within the City of Hollywood.

5. 5999 S. University Drive, Davie (PID: 504133120013)

This 0.95-acre tract of land is located at the high-traffic intersection of S. University Boulevard and Stirling Road and is an outparcel to the University Creek Plaza. The property was purchased as an investment in June of 2019 for \$5,550,000 with a triple net (NNN) land lease to Regions Bank at a reported rate of **7.78%**. It is within the B-2, Community Business zoning district and has a Commercial future-land-use designation within the Town of Davie.

6. 2105 N. Federal Highway, Hollywood (PID: 514210210360)

This corner lot with high-traffic exposure has a size of 26,906 square feet, or 0.618 acres. It is currently listed for lease with an asking price of \$7.00 per square foot, or \$188,342 annually. The property is also listed for sale on the MLS (#F10055733) for \$2,099,000 indicating an **8.9%** rate of return. The property is next to a Pet Smart retail store and the South Broward High School with proximity to Sheridan Street. A concept plan for a multi-story residential condominium development has been advertised with the property. The site is within the FH-2, Federal Highway Medium-Highway Intensity Mixed-Use zoning district and has a TOD, Transit Oriented Development future-land-use designation within the City of Hollywood.

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

7. 1101 N. State Road 7, Hollywood (PID: 514112042510)

This 11,335 square foot, or 0.26-acre parcel of commercial land is currently listed for lease with an asking rent of \$5.29 per square foot (NNN), or \$59,962 annually. The property is also listed for sale with an asking price of \$997,000 for fee ownership of the land for an indicated rate of **6.01%**. This property has a high-traffic location with exposure to over 40,000 vehicles per day and a liberal C-4, Medium-High Intensity Commercial zoning district with a TOC, Transit Oriented Corridor future-land-use designation in the City of Hollywood.

8. Airport Land Lease Data

On January 21, 2021, Leo Treggi as Manager of the Fort Lauderdale-Hollywood International Airport, was contacted to discuss land leases data. He indicated the land leases at the airport are negotiated based on rates ranging between **8%** and **15%** of market value.

This information is supported by other airport land lease data collected by the appraiser over the past 15 years, including the Ocala Municipal Airport, Jaxport, Daytona Beach International Airport, and the City of New Smyrna Beach, who have all verified land lease rates ranging between **7%** and **12%** of the market value.

Surveyed Land Lease Data

The 2nd Quarter 2022 investor survey results are shown in the table below. This table lists the various types of uses on leased land with the minimum and maximum national rates, expressed as capitalization rates.

RealtyRates.com INVESTOR SURVEY - 2nd Quarter 2022*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	2.04%	8.92%	6.32%	4.64%	9.42%	7.32%
Golf	2.53%	14.93%	8.59%	5.13%	15.43%	9.59%
Health Care/Senior Housing	2.63%	10.18%	6.92%	5.23%	10.68%	7.92%
Industrial	2.38%	9.73%	6.66%	4.98%	10.23%	7.66%
Lodging	2.53%	13.93%	7.19%	5.13%	14.43%	8.19%
Mobile Home/RV Park	2.43%	12.33%	7.46%	5.03%	12.83%	8.46%
Office	2.38%	9.58%	6.28%	4.98%	10.08%	7.28%
Restaurant	2.98%	14.73%	8.23%	5.58%	15.23%	9.23%
Retail	2.18%	9.72%	6.80%	4.78%	10.22%	7.80%
Self-Storage	2.38%	9.93%	7.73%	4.98%	10.43%	8.73%
Special Purpose	2.93%	15.93%	8.66%	6.05%	17.63%	8.79%
All Properties	2.04%	15.93%	7.35%	4.64%	15.43%	8.22%
*1st Quarter 2022 Data			Copyright 2022 RealtyRates.com™			

As shown, the rates can vary widely for each property type with overall rates ranging from as low as 2.04% to a high of 15.93%. The average rates range from a low of 6.32% for apartment land to a high of 8.66% for special purpose properties. The subject land is currently zoned for residential uses. The average rate for apartments is 6.32%.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

Selection of Cap Rate

Considering the length of the proposed TCE and the highest and best use of the underlying land, the rate of return for the subject land is concluded at 8%. The land in the subject easement area has a fee value of \$28,200. Applying an 8% rate of return to the fee value of the underlying land, indicates an annual economic rent of \$2,256.00, which equates to a monthly rental rate of \$188.00.

Discount Rate & Present Value Factor

To establish an appropriate discount rate for use in developing the present value of the rental stream over the period of the encumbrance, a built-up rate based on current returns on safe government instruments, and an additional 3% to account for preferred liquidity, risk, and management, has been applied.

The subject easement has a maximum period of 60 months, or 5 years. Referencing the Federal Reserve Statistical Release Bulletin, 5-year Treasury Notes were returning an average yield of 2.94% in the second half of July 2022. Adding 3% for preferred liquidity results in a discount rate of 5.94%. The factor for the present worth of the right to receive one per period for 60 months (in advance) is 52.05669.

HP12C Calculator Keystrokes

Present Value Factor: g7 (Begin Mode), N=60, gI=5.94, PMT= -1, Solve for PV= 52.05669

Land Value Conclusion

The final value of the TCE is derived by multiplying the monthly rent of \$188.00 by the present value factor of 52.05669, which equates to \$9,786.66, or **\$9,800** rounded.

Improvements

General Contractor Matthew Reimer of Intracoastal Builders Corporation has prepared a replacement cost new estimate for the fee owned site improvements affected by the acquisition. His cost estimate is inclusive of general contractor's overhead and profit, soft costs, engineering fees, and permit fees. A complete copy of the contractor's estimate is in the Addenda of this report. It is summarized as follows:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828

Parcel PS728A

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Total Cost Inclusive of 15 % E&P</u>	<u>Depreciation</u>	<u>Contributory Value</u>
Sidewalk	2,915	sf	\$7.48	\$21,804.20	\$25,074.83	10%	\$22,567.35
Irrigation	3,512	sf	\$1.62	\$5,689.44	\$6,542.86	10%	\$5,888.57
Grass	3,512	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total:				\$27,493.64	\$31,617.69		\$28,455.92
Total Contributory Value of Improvements Acquired PS728A (Rounded):							\$28,500

Parcel PS728B

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Total Cost Inclusive of 15 % E&P</u>	<u>Depreciation</u>	<u>Contributory Value</u>
Bush/Shrub - Medium	80	ea	\$54.60	\$4,368.00	\$5,023.20	0%	\$5,023.20
Irrigation	1,420	sf	\$1.62	\$2,300.40	\$2,645.46	10%	\$2,380.91
Driveway/Parking Area	1,410	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Curbing	100	lf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Pavement Striping & Markings	1	ls	\$0.00	\$0.00	\$0.00	0%	\$0.00
Sidewalk	342	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Sign	1	ea	\$0.00	\$0.00	\$0.00	0%	\$0.00
Grass	940	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total:				\$6,668.40	\$7,668.66		\$7,404.11
Total Contributory Value of Improvements Acquired PS728B (Rounded):							\$7,500

Parcel PS728C

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Total Cost Inclusive of 15 % E&P</u>	<u>Depreciation</u>	<u>Contributory Value</u>
Sidewalk	1,470	sf	\$7.48	\$10,995.60	\$12,644.94	10%	\$11,380.45
Irrigation	1,092	sf	\$1.62	\$1,769.04	\$2,034.40	10%	\$1,830.96
Grass	1,092	sf	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total:				\$12,764.64	\$14,679.34		\$13,211.41
Total Contributory Value of Improvements Acquired PS728C (Rounded):							\$13,300

Total Contributory Value of Improvements Acquired for PS728 (Rounded): **\$49,300**

As in the valuation of the permanent easement, no compensation is being included for site improvements that will either remain in place or will to be replaced by the roadway contractor if disturbed by construction activities, which is the case for the grass, pavement, curbing, striping, and signs. The portions of sidewalk that are being permanently removed from the property have been included; however, the sidewalk within Parcel 728B is to remain in place and therefore has not been included in the compensation.

Landscaping items are considered living items that grow and mature over time and therefore do not tend to depreciate when well maintained, which is the case for the subject's landscaping items. As such, the shrubs are concluded to contribute a value that is equal to 100% of their replacement cost. The sidewalk and irrigation are not new and have been depreciated by 10%. The total contributory value of the improvements in all three taking areas is concluded at **\$49,300**.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

495 TOTAL VALUE OF LAND AND IMPROVEMENTS ACQUIRED

Item	PS828 A/B	PS728 A/B/C	Total Value (R)
Land	\$2,400	\$ 9,800	\$ 12,200
Site Improvements	<u>\$4,500</u>	<u>\$49,300</u>	<u>\$ 53,800</u>
Total Value of Part Acquired:	\$6,900	\$59,100	\$ 66,000

E. VALUATION OF REMAINDER AS PART OF THE WHOLE

500 VALUE OF REMAINDER AS PART OF WHOLE PROPERTY

The remainder as part of the whole, is valued by deducting the value of the taking from the value of the whole parent tract. The remainder as part of the whole is calculated as follows:

Value of Parent Tract	\$1,239,100
Value of Acquisition	<u>\$ 66,000</u>
Value of Remainder as Part of Whole	\$1,173,100

F. PREMISES OF THE APPRAISAL – THE REMAINDER

640U PURPOSE OF APPRAISAL REMAINDER UNCURED

Since the purpose of the remainder uncured is to determine the feasibility of the cure, these steps (640U – 840U) are unnecessary. The impact of the taking is minor and a minor cost to cure would be considered appropriate by market participants. No significant impact has occurred to the improved property because of the acquisition. The market would recognize the lost land and restore the affected site improvements, if any. Therefore, the uncured sections of this appraisal will not be presented and the remainder as if cured will be presented instead.

640C PURPOSE OF APPRAISAL OF REMAINDER CURED

The purpose of the appraisal of the cured remainder is to develop and report an opinion of its market value to discover if there are any severance damages caused by the taking or special benefits caused by the construction or improvement made or contemplated in accordance with Section 73.071(4). F.S.

The appraisal of the remainder is made under the assumption the acquisition has taken place, the new roadway improvements have been constructed and placed into service, and the temporary construction easement has expired (a hypothetical condition). The use of this assumption may affect assignment results but is necessary for the purpose of analysis and producing credible assignment results.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

680C APPRAISAL PROBLEM FOR REMAINDER CURED

The first step in solving the appraisal problem involves analyzing the remainder property and the effects on the remainder due to the acquisition. A valuation of the remainder is then performed to determine the extent of the damages or special benefits, if any.

G. PRESENTATION OF DATA-THE REMAINDER

730C DESCRIPTION OF REMAINDER

The remainder property has a size of 11.830 acres, or 515,315 square feet. The remainder continues to have the same size and shape as the before condition. The temporary easement has expired. Approximately 0.40% (2,075 square feet) of the remainder along Partin Settlement Road is encumbered with a permanent easement.

Landscaping, sidewalk, a portion of the driveway, and irrigation have been acquired. A temporary cost to cure will be included to locate and cap the irrigation during construction. A permanent cost to cure will be included to reestablish the landscaping items and reconfigure the irrigation along the frontage of the remainder.

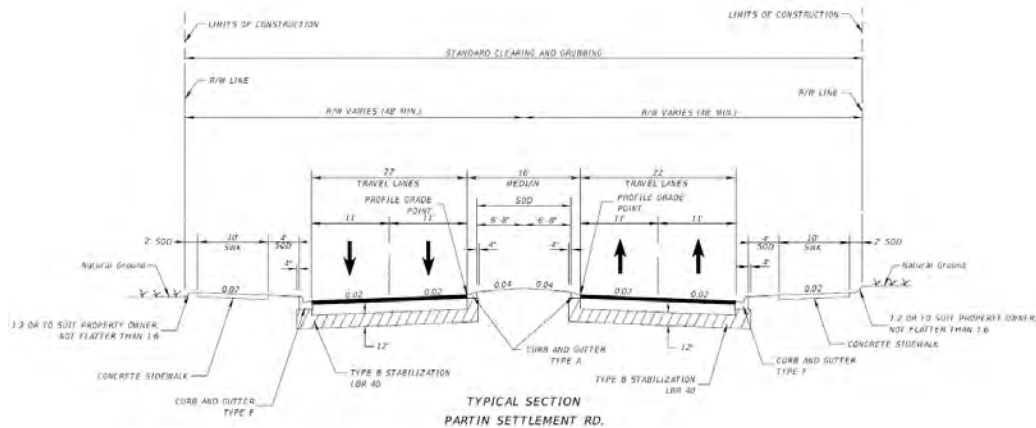
740C ZONING, LAND USE PLAN, AND CONCURRENCY

There are no known changes to the zoning, future land use, or concurrency. The property will remain conforming in the after condition.

750C PROPOSED TRANSPORTATION FACILITY DESCRIPTION

The subject project includes reconstruction of a 2.7-mile section of Partin Settlement Road (CR 523) from Neptune Road (CR 525) to Lakeshore Boulevard in Kissimmee, Osceola County. The project proposes to widen Partin Settlement Road from a two-lane road to a 4-lane divided roadway with multimodal accommodations, associated drainage improvements, stormwater ponds, and modification of signalized intersections among other cosmetic improvements. The major bridge over Florida’s Turnpike and the double box bridge over Fish Lake Canal will be modified or replaced as part of the project. A visual depiction of a typical section of the proposed roadway is as follows:

County:	Osceola
County Road:	523
Parcel No.:	PS728/PS828



775C EFFECT OF ACQUISITION ON REMAINDER

The remainder has the same size and shape that existed in the before condition. A strip of land along the Partin Settlement Road frontage of the property will be encumbered with a permanent easement to construct and maintain a traffic and roadway signal at its intersection with Remington Boulevard. The permanent easement encumbers 50% of the bundle of rights.

A considerable portion of the sidewalk that existed within the limits of the parent tract in the before condition has been removed and replaced with sod by the roadway contractor. A new sidewalk is being constructed within the right of way for Partin Settlement Road that will tie into the existing sidewalks that extend along Remington Boulevard within the limits of the permanent easement.

All those uses that could be accommodated in the before condition can be accommodated on the remainder. Access to the subdivision from Remington Boulevard will be maintained during construction.

After analyzing the condition of the remainder property, it is concluded that there are no changes to the property or conditions created by the project that would result in severance damages.

H. ANALYSIS OF DATA AND CONCLUSIONS-REMAINDER

800C HIGHEST AND BEST USE OF THE REMAINDER

The highest and best use of the remainder has been analyzed considering the four criteria of highest and best use. The remainder can support all the same uses it could support in the before condition. The acquisition has not affected the development potential or marketability of the parent tract or the larger valuation tract. The highest and best use of the land continues to be for development of a residential subdivision.

802C HIGHEST AND BEST USE CONCLUSION OF THE REMAINDER

As Vacant: Development of a residential subdivision.

As Improved: N/A

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

805C APPROACHES TO VALUE USED AND EXCLUDED FOR REMAINDER

The remainder land will again be appraised by the sales comparison approach.

810C LAND VALUATION

The same sales used to value the parent tract in the before condition have again been considered for the valuation of the remainder. No new adjustments or changes to the previously applied adjustments are necessary for the valuation of the remainder. The unencumbered remainder has a unit value of \$2.30 per square foot and the encumbered remainder has a unit value of \$1.15 per square foot. The total value of the remainder is as follows:

Land Class	Area	Unit		Unit Value		Total Value
Residential Land - Unencumbered	513,240	SF	x	\$2.30	=	\$1,180,452
Residential Land - Encumbered	2,075	SF	x	\$1.15		\$ 2,386
Total Value of Remainder Land (Rounded)						\$1,182,800

900C SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

Damages are determined by deducting the value of the remainder from the value of the remainder as part of the whole. The value of the remainder is higher than the value of the remainder as part of the whole as the temporary construction easement has expired and is no longer an encumbrance. A cure has been implemented to reestablish the affected site improvements. As demonstrated below, there are no severance damages to the cured remainder.

Value of Remainder as Part of Whole:	\$1,173,100
Value of Remainder:	<u>\$1,182,800</u>
Damages:	\$ 0

910 COST TO CURE

A cost to cure is included when there are damages that can be mitigated by applying a cure, or when there are minor items that can be re-established on the remainder to restore the full functional integrity of the property.

In this instance, a minor cost to cure is being included to restore the landscaping and irrigation to a condition that is similar to what existed in the before condition once construction activity is complete.

The cost to cure the remainder includes a temporary cure to locate and cap the irrigation during construction and a permanent cure to reestablish the landscaping items and reconfigure the irrigation along the frontage of the remainder upon completion of construction. As previously mentioned, the light poles and all the right of way related improvements will either remain or be replaced with like kind material by the roadway contractor at no expense to the property owner. As such, these items do not require a cure.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

A cost to cure estimate has been prepared by general contractor, Matthew Reimer of Intracoastal Builders Corporation. His estimate is inclusive of general contractor's profit and overhead, soft costs, engineering and permitting fees and contingencies. A complete copy of his estimate is in the Addenda to this report.

In addition to the fees that have already been considered by the general contractor, the appraiser has added an additional 10% coordination fee to compensate the property owner for the time and effort that will need to be expended to implement the cure. A chart summarizing the gross and net cost to cure for the remainder is as follows:

COST TO CURE SUMMARY

Cost to Cure						Minus Contributory Value of Items Paid for in Acquisition*				Net Cost to Cure
Item	Qty	Unit	Base Unit Cost	Unit Cost with 30% Markup	Total Cost with 30% Markup	Qty	Unit	Value	Total	Net Cost
Irrigation - Locate & Cap (During Construction)	1	ls	\$3,500.00	\$4,550.00	\$4,550.00				\$0.00	\$4,550.00
Construction Staking & Layout	4	hr	\$266.00	\$345.80	\$1,383.20				\$0.00	\$1,383.20
Landscaping Repair Allowance	1	ls	\$2,100.00	\$2,730.00	\$2,730.00				\$0.00	\$2,730.00
Small Bush / Shrub	14	ea	\$36.40	\$47.32	\$662.48	14	ea	\$38.87	\$544.18	\$118.30
Medium Bush / Shrub	80	ea	\$58.80	\$76.44	\$6,115.20	80	ea	\$62.79	\$5,023.20	\$1,092.00
Planting / Flower	64	ea	\$2.80	\$3.64	\$232.96	64	ea	\$2.99	\$191.36	\$41.60
Irrigation / Locate & Modify	1	ls	\$1,400.00	\$1,820.00	\$1,820.00				\$0.00	\$1,820.00
Irrigation / Grass & Bed	7269	sf	\$1.75	\$2.28	\$16,536.98	7269	lf	\$1.68	\$12,187.93	\$4,349.05
Construction Staking & Layout	8	HR	\$266.00	\$345.80	\$2,766.40				\$0.00	\$2,766.40
Total Replacement Cost:					\$36,797.22				\$17,946.67	\$18,850.55
Plus: Items Damaged to Implement Cure					\$0.00					\$0.00
Gross Cost to Cure					\$36,797.22					
Add: Owner's Coordination Fee 10%					\$3,679.72					\$3,679.72
Cost to Cure (or Reestablish):					\$40,476.94					
Less: Items Paid For In Acquisition					\$17,946.67					
Net Cost to Cure					\$22,530.27					\$22,530.27
Net Cost to Cure, Rounded					\$22,600					

To arrive at the net cost to cure for the remainder, deductions must be made to account for items that have already been paid for as part of the direct compensation for the part acquired. All deductions have been applied on a one-to-one basis, based on the unit value paid as part of the direct compensation or the acquisition after considering depreciation, if any. The net cost to cure the remainder is **\$22,600**.

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

920 SPECIAL BENEFITS

Special benefits are specific benefits that accrue to property remaining after a taking. In this case, the new road construction has not provided any special benefits for the remainder.

995 SUMMARY OF VALUES**Partial Acquisition**

1	Before Property				\$1,239,100
2	Part Acquired	PS828	PS728	Total	
	Land	\$ 2,400	\$ 9,800	\$12,200	
	Improvements	<u>\$ 4,500</u>	<u>\$49,300</u>	<u>\$53,800</u>	
	Total	\$ 6,900	\$59,100		\$66,000
3	Remainder (as part of whole [1]-[2])				\$1,173,100
4	Remainder (appraised, Uncured)				N/A
5	Damages (total, uncured)				N/A
6	Special Benefits				N/A
7	Damages [5]-[6]				N/A
8	Remainder (Appraised as Cured)				\$1,182,800
9	Remainder (Appraised, Uncured [4])				N/A
10	Damages, Curable [8]-[9]				N/A
11	Damages, Incurable [3]-[8]				\$0
12	Cost to Cure (or reestablish)				\$40,500
13	Improvements Cured but Paid for in [2]				\$17,900
14	Net Cost to Cure [12]-[13]				\$22,600

Summary of Total Compensation

	PS828	PS728	Total
Part Taken [2]	\$ 6,900	\$59,100	\$66,000
Damage, Incurable [7]	\$ 0	\$ 0	\$ 0
Cost to Cure, Net, or Minor	<u>\$22,600</u>	<u>\$ 0</u>	<u>\$22,600</u>
Total Compensation	\$29,500	\$59,100	\$88,600

County: Osceola
County Road: 523
Parcel No.: PS728/PS828

ADDENDA

NEIGHBORHOOD PHOTOGRAPHS



Looking easterly on Partin Settlement Road towards Remington Boulevard.



Looking west on Partin Settlement Road towards the bridge over Florida's Turnpike (SR 91).



Looking north toward the intersection of Partin Settlement Road and Remington Boulevard.



Looking east along Partin Settlement Road towards its intersection with E. Lakeshore Boulevard.

Photos Taken by: Kathrine Tribbey
Date Taken: February 28, 2022

DESCRIPTION OF AREA AND NEIGHBORHOOD

The client for this appraisal is Osceola County. Planning for the proposed widening project includes consideration of a multitude of factors. Some of these factors include environmental analysis, land-use trends, and socio-economic factors including projected growth rates, infrastructure, and input from public meetings. The client and the property owner are each familiar with the subject property and its surroundings; therefore, matters pertinent to the appraisal of the parent tract are presented within the body of this report. General economic and demographical data for the Metropolitan Statistical Area (MSA), Indian River County, and the City of Sebastian are presented in the following Area and Neighborhood Descriptions.

The Osceola County location of the subject brings it under the regional influence of the Orlando Metropolitan Statistical Area (MSA). This MSA includes Orange, Seminole, Lake, and Osceola Counties (OSLO). Orlando, the center of the MSA, represents the centralized urban business district. The City of Kissimmee is the county seat of Osceola County and is the principal city of the Orlando-Kissimmee-Sanford MSA.

The proposed project involves the widening of Partin Settlement Road, which is in an unincorporated area of Kissimmee in northwest Osceola County. The project extends along Partin Settlement Road for ± 2.7 miles between Neptune Road and East Lakeshore Boulevard. Most of the existing corridor consists of an undivided two-lane roadway with brief sections of three lanes. The project proposes to widen Partin Settlement Road to a four-lane divided roadway with multi-modal accommodations.

Area Overview

Osceola County was first established as a transportation hub for riverboats and railroads, developing into a cattle, sugar, and lumber-based economy. When Walt Disney World Resort arrived in 1971, it changed the area's economy drastically over a short period. The subject neighborhood is ± 18 miles from Walt Disney World Resort, which currently employs 70,000 employees, making it the biggest single-site employer in the United States. It is estimated that Disney has $\pm 55,000$ visitors daily.

Other entertainment venues have also popped up over the years, capitalizing on the tourist economy brought here by Disney, and making the Kissimmee/Orlando area an international travel destination. Since Disney's inception, some others that have followed are SeaWorld (1973), Universal Orlando Resort (1990), Legoland (2011), and countless other entertainment businesses. Osceola County is bordered to the north by Orange County, the east by Brevard and Indian River Counties, the south by Okeechobee County, and to the west by Polk County.

Neighborhood Overview

The immediate project neighborhood is bordered by Fortune Road to the north, East Lake Tohopekaliga (East Lake Toho) to the east, the City of St. Cloud to the southeast, Nolte Road to the south, and Lake Tohopekaliga (Lake Toho) to the west.

The project corridor is predominantly residential in nature with commercial uses proximate to key intersections and several churches and other institutional uses scattered throughout. The Osceola County Government Service Center and the Osceola County Fire Rescue & EMS Headquarters are positioned along the south side of Partin Settlement Road between Florida's Turnpike and US 192. There are five churches/religious facilities scattered along the corridor. A rural enclave exists to the south of Partin Settlement Road and to the east of Florida's Turnpike.

Transportation Infrastructure

Partin Settlement Road is a two-lane east to west corridor that is predominately a two-lane rural roadway with no median. Sidewalks, curbing, and gutters are intermittent along the corridor and swale drainage ditches exist along both sides of the right of way intermittently to collect and convey stormwater for the facility. It has an annual average daily traffic (AADT) count of 10,100 vehicles.

The project corridor has five traffic-controlled intersections, which include Neptune Road, Cross Prairie Parkway, US 192 (East Irlo Bronson Memorial Highway), Remington Boulevard, and Lakeshore Boulevard. Neptune Road has an AADT count of 23,500 vehicles, US 192 has an AADT count of 48,000 vehicles, and Lake Shore Boulevard has an AADT count of 10,700 vehicles north of Partin Settlement Road. The traffic counts are not available for Cross Prairie Parkway and Remington Boulevard.

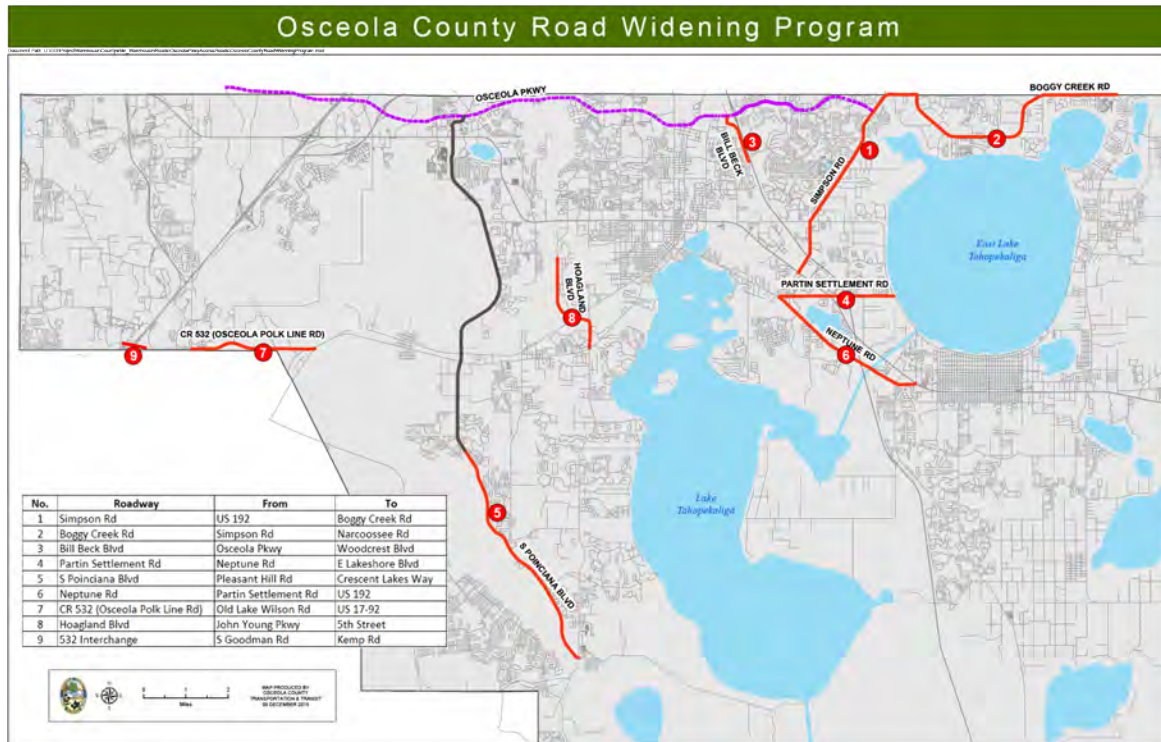
Partin Settlement Road bridges over Florida's Turnpike (SR 91) toward the midsection of the project, approximately 0.40 miles east of US 192. The bridge carries two 12-foot travel lanes with two-foot shoulders on each side of the travel lanes, is protected with guardrails, and has sloped embankments at the abutments. Florida's Turnpike Enterprise intends to reconstruct this bridge as part of the Turnpike's mainline widening program. It has an AADT count of 48,100 vehicles.

Highway accessibility in the area is good via US 192 and Florida's Turnpike. US 192 begins at US 27 near Four Corners to the west and extends easterly through the project area, and onward across the State where it terminates at Highway A1A in Indialantic. Florida's Turnpike extends in a northwest to southeast direction from I-75 near Wildwood to I-95 in North Miami. These highways allow for easy cross-county travel. The main roads for direct east/ west traveling are Fortune Road and Partin Settlement Road.

The Central Florida Greenway (SR 417) and the Western Beltway (SR 429) are toll roads that provide a convenient loop around the outskirts of the MSA. The Beachline Expressway (SR 528) is a toll road that connects the east and west side of the MSA, providing convenient access to the Orlando International Airport and Interstate 4.

Due to the high level of growth experienced locally, the Osceola County Board of County Commissioners has made a commitment to improving transportation options. In 2019, Osceola County enacted one of the largest investments for road improvements in County history by refinancing bonds originally used to build the Osceola Parkway.

Approximately \$200 million will be used to advance design and construction of key roadways including Partin Settlement Road, Simpson Road, Boggy Creek Road, Bill Beck Boulevard, S. Poinciana Boulevard, Neptune Road, Osceola Polk Line Road, the Interstate 4 interchange at CR 532, Cyrils Drive, and the extension of Sinclair Road. The County has also received State and Federal grants to support nearly \$67 million in planned transportation improvements.



Population

The chart below gives an overview of population, age, and median household income in the Orlando MSA, all of Osceola County, and the 5-mile radius surrounding the center of the project corridor.

	Population (2021)	Median Age	Median household Income
Orlando-Kissimmee-Sanford MSA	±2,663,604	37.8	\$61,876
Osceola County	±388,656	35.9	\$52,279
5-mile radius of project corridor	±129,585	37.1	\$49,277

The neighborhood's five-mile radius is projected by ESRI to sustain population growth of 2.93% annually through 2026, for a projected population of ±149,751 residents. The household income is projected to increase to ±\$54,030, with a projected median age of ±37.6 by 2026.

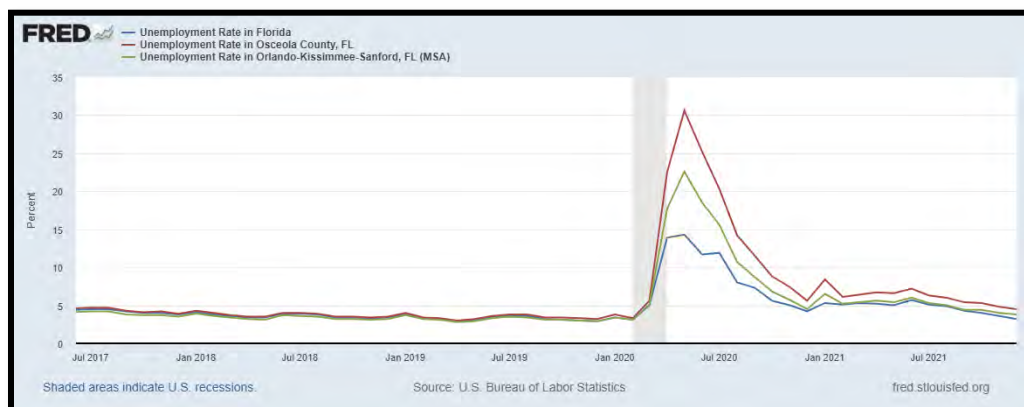
Employment

The following chart lists the top 10 employers in the MSA as of July 2021. Out of the top 75 employers, the two largest categories were Leisure and Hospitality (19%) and business services (7.5%). Other categories mentioned were healthcare, transportation, retail, education, aviation, restaurants, finance, and information technology.

Top Ten Employers in the Orlando-Kissimmee-Sanford MSA	
1.	Walt Disney World Resort
2.	Advent Health
3.	Universal Orlando (+Resort)
4.	Orlando Health
5.	Orlando International Airport
6.	Publix Super Markets
7.	University of Central Florida
8.	Lockheed Martin
9.	Siemens Energy
10.	Westgate Resorts

According to the Bureau of Labor and Statistics, the mean hourly wage in the Orlando-Kissimmee-Sanford MSA was \$23.33 (May 2020), about 14% below the nationwide average of \$27.07. Compared to the nation, the Orlando area employment is more concentrated in food preparation and serving, sales, building, and ground cleaning and maintenance, which offer lower wages than some of the industries like technology and healthcare, which area lacking.

As demonstrated in the following graph, the State of Florida, the Orlando MSA, and Osceola County has historically had unemployment rates that are relatively in line with one another. Between 2010 and 2020 unemployment rates steadily declined as the economy recovered from the Recession of 2007 and 2009.

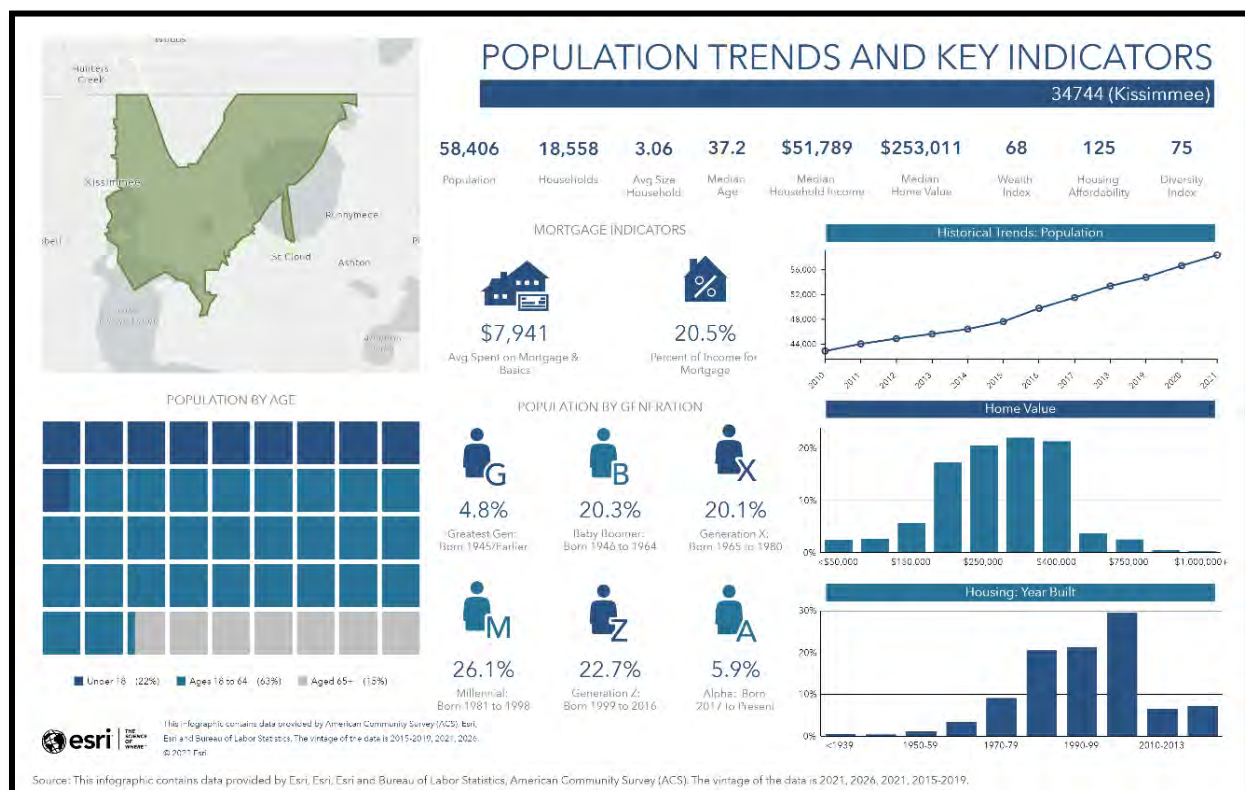


Prior to the onset of the Covid-19 pandemic, unemployment rates reached historic lows. In May of 2020, unemployment rates peaked with Osceola County's unemployment rate of 30.6%, the Orlando MSA's unemployment rate of 22.6%, and the State of Florida's rate of 14.3%. The spike in unemployment rates was temporary and directly attributed to the pandemic. As of December 2021, Osceola County's unemployment rate was 4.5%, the MSA's was 3.8%, and the State's was 3.2%, and all rates are relatively in line with pre-pandemic rates.

Local Population & Demographics

Data from ESRI indicates the total population for the project zip code (34744) was 58,406 individuals in 2021, which is expected to increase to 71,486 by 2026 for an average annual increase of 4.12%. This indicates the population of the subject zip code is projected to grow at a faster rate than that of the 5-mile area surrounding the project neighborhood, which is projected at 2.93% a year.

Most homes in the subject's zip code were constructed between 1980 and 2010, indicating average home ages between 10 and 40 years. There are roughly 2,458 businesses in the subject's zip code employing approximately 17,560 employees, which accounts for nearly 35% of the daytime population. The following two charts are generated by ERSI and illustrate population trends, key indicators, and a demographic summary of the project zip code (34744).



Education & Schools

There are two schools along the project corridor including PM Wells Charter Academy and Partin Settlement Elementary School. PM Wells Charter Academy serves Kindergarten through grade 8 and focuses on “project-based learning” in Science, Technology, Engineering, the Arts, and Mathematics (STEAM). Enrollment is on a lottery basis, and the student can live anywhere in the State of Florida. Partin Settlement Elementary is a public school that is located directly to the east of PM Wells Charter Academy and services PreK through 5th grade.

Additionally, there are two top-rated, admission-based magnet high schools just outside of the corridor that are within the project neighborhood. The first is “Professional and Technical High School” (locally known as PATHS) which prepares students in architecture, digital design, business, health science, hospitality, information technology, manufacturing, and transportation. Students graduate with a certification in their chosen path. The second is Neo City Academy, a project-based STEM magnet high school in the project neighborhood, with highly competitive admissions (40% acceptance).

Public Transportation

Though SunRail and bus-line transportation are available, public transportation within the project neighborhood is minimal. A SunRail station is near the northwest border of the project neighborhood and a free shuttle service is available that connects this SunRail station to nearby medical facilities and government buildings. SunRail currently extends from Poinciana to Debary where it terminates. Public transportation use is not widespread in the project area code and most residents travel between 15 and 60 minutes outside of the neighborhood for employment.

Orlando International Airport and Orlando Sanford International Airport are the two local commercial airports with scheduled passenger services. Orlando International Airport is the largest and busiest airport in Florida with ± 50 million passengers in 2019 (Pre Covid-19).

Kissimmee Gateway Airport is also in the project neighborhood and acts as a general aviation reliever airport to Orlando International Airport, although it does not offer scheduled passenger services. It originally opened as an army air force base in 1940, although it returned to civilian use in 1945. The airport is owned and operated by Kissimmee and is the closest general aviation airport (non-commercial) to the Orlando Metro Area.

Neighborhood/Outdoor Recreation

Residents in the project neighborhood have access to free and low-cost outdoor recreation. Water recreation like kayaking and fishing are popular recreations for the locals and tourists, and waterfront residential properties are also highly desirable.

Lake Toho is the largest lake in the neighborhood, with 22,700 acres, spanning 42 miles in circumference. This lake is known nationally for its trophy bass fishing. On the north side of Lake Toho is home to Kissimmee Lakefront Park, a popular local spot for birdwatching, fishing, and picnicking.

Fish Lake is comprised of ±227 acres and is just south of the Partin Settlement Road corridor, between Neptune Road and Irlo Bronson Memorial Highway. Many residential homes back up to Fish Lake, enjoying its natural beauty. Fish Lake is connected to Lake Toho to the west via the Partin canal.

There are two large conservation areas in the project neighborhood. Tupperware Island Conservation Area is a 25-acre parcel that Osceola County purchased in 2014 through the Environmental Lands Conservation Program. The property was historically a cattle ranch and fruit farm. Twin Oaks Conservation Area is a 370-acre parcel purchased by Osceola County in 2010 through the Environmental Lands Conservation Program. Twin Oaks was historically a cattle ranch and a sod production area.

Habitat restoration aims to return the landscape of these conservation areas to their natural state through hydrological enhancements and reestablishing native vegetation to attract wildlife. Together these conservation areas offer the community several amenities, such as hiking and equestrian trails, canoeing, kayaking, picnicking, pavilion rentals, fishing, and wildlife viewing.

Remington Golf Course is a four-star golf course in the project neighborhood, which is home to prestigious tournaments throughout the year. While this is not free recreation, it is a popular form of recreation to some, and golf leagues of all levels can play here.

New & Upcoming Developments in Kissimmee

Neo City is a ±483-acre tech district, created by tech billionaire Young-hwa Song, that will bring an abundance of high paying jobs to Kissimmee. A grant of \$8.1 million was awarded to this project in 2018. Song recently bought 70 acres from Osceola County for a future mixed-use town center that will combine luxury living with shops, restaurants, and a new performing art center on the lakefront.

Development of new apartment buildings is on the horizon for the area. Several land acquisitions by apartment building developers have occurred. O'Connor Capital Partners (OCP) closed an \$87 million deal for the 740-acre Tupperware land holdings, in November of 2021. Waterstone Capital just recently purchased 16.5 acres northwest of the Sun Rail Station. Fore Property Company and Altman companies are also under contract for two other major parcels. Code Real Estate Partners just submitted preliminary site plans for a 320-unit community. The land purchases have occurred in areas zoned high density residential, retail, and office use.

Zoning

The future land use designations in the project area are mostly a combination of Commercial, Community Center, Low Density Residential, and Rural Enclave. The Rural Enclave is focused in the area south of Partin Settlement Road and east of the Florida Turnpike. The Commercial and Community Center land uses are located between Aeronautical Drive and the Florida Turnpike. The majority of the rest of the project area is Low Density Residential, except for a small section of High Density Residential towards the western portion of the project area and one Tourist Commercial property located at the intersection of Partin Settlement Road and Neptune Road.

Utilities

Multiple utility companies service the project neighborhood including AT&T, St. Cloud Water, Century Link, TECO Peoples Gas, TOHO Water Authority, Florida Gas Transmission, Kissimmee Utility Authority, and Orlando Utility Commission.

The entire corridor has access to public telephone, electric and cable services. A public water line is found intermittently along the project corridor with some properties serviced by an on-site well. Public sewer is less readily available than water with an intermittent force main and gravity lines only proximate to the US 192 intersection. Many of the single-family residences and some non-residential uses along the corridor are served by an on-site septic system.

MARKET ANALYSIS

Hospitality Market

The Orlando hospitality market has made a definitive come back since the Covid-19 induced dip with ADR and Rev PAR (revenue per available room) now exceeding pre-pandemic levels. Orlando's hospitality market is recovering slower than the US average due to the market's reliance on international visitors and large conferences. As demonstrated by the below market metrics published by CoStar, the Orlando hospitality market generally outperforms the local hospitality market.

Orlando - FL Hospitality				
12 Mo Occupancy	12 Mo ADR	12 Mo RevPAR	12 Mo Supply	12 Mo Demand
57.8%	\$121.40	\$70.19	45.3M	26.2M

Kissimmee East Hospitality				
12 Mo Occupancy	12 Mo ADR	12 Mo RevPAR	12 Mo Supply	12 Mo Demand
50.6%	\$94.91	\$48.03	4.2M	2.1M

Industrial Market

The Orlando Industrial Market has experienced tremendous growth in e-commerce. The 3.4% vacancy rate is well below the National Index rate of 4.2%, which is driving up asking rents, despite over 3.8 million square feet of space being delivered to the market over the past year. The Osceola County Industrial market is significantly smaller than that of the Orlando Market but is still faring well with low vacancy and notable rent growth. Key market metrics published by CoStar for the Orlando Industrial Market and the Osceola County submarket are as follows:

Orlando Industrial			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
3.8M	6.4M	3.4%	10.6%

Osceola County Industrial			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
400K	159K	4.6%	10.5%

Multifamily Market

Orlando's multifamily market has had a significant rebound over the past year. Many residents have been priced out of the single-family market, leading to unprecedented rental growth. Population growth is expected to continue, but many builders are having difficulty securing land to keep up with demand. If this trend persists, lower-income households may struggle to find affordable housing in the future. Key market metrics published by CoStar for the Orlando, Osceola County, and Southwest Orlando submarkets are as follows:

Orlando Multi-Family			
12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
8,654	15,416	5.3%	24.3%

Osceola County Multi-Family			
12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
0	3	1.4%	14.9%

Southwest Orlando Multi-Family			
12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
1,456	2,013	6.3%	25.6%

Office Market

Orlando market rents have increased 2.8%, outperforming the National Index, while inventory increased. Tenant confidence seems to be rising from the Covid-19 induced dip, with more tenants willing to sign longer leases. Orlando's vacancy rate of 8.5% is well below the national average rate of 12.3%. The Kissimmee and St. Cloud markets have lower vacancy and slightly higher rent growth due to limited existing inventory and deliveries that are considerably less than net absorption. Key market metrics published by CoStar for the Orlando, Kissimmee, St. Cloud, and Outlying Osceola County are as follows:

Orlando Office			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
1.1M	752K	8.5%	2.8%

Kissimmee Office			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
37.3K	112K	3.0%	3.1%

St Cloud Office			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
0	3.6K	1.0%	3.7%

Osceola Outlying Office			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
8.5K	61.6K	5.2%	2.5%

Retail Market

Retail demand continues to improve with the rebounded tourism industry back to pre-pandemic levels. Population growth due to migration to Central Florida and increased consumer spending is encouraging new development in this sector. The local retail market is slightly outperforming the Orlando market with lower vacancy and higher rent growth, with net absorption strongly outweighing deliveries. Key market metrics published by CoStar for the Orlando, Kissimmee, St. Cloud, and Outlying Osceola County are as follows:

Orlando Retail			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
987K	1.8M	4.0%	5.1%

Kissimmee Retail			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
32.1K	73.3K	2.9%	5.6%

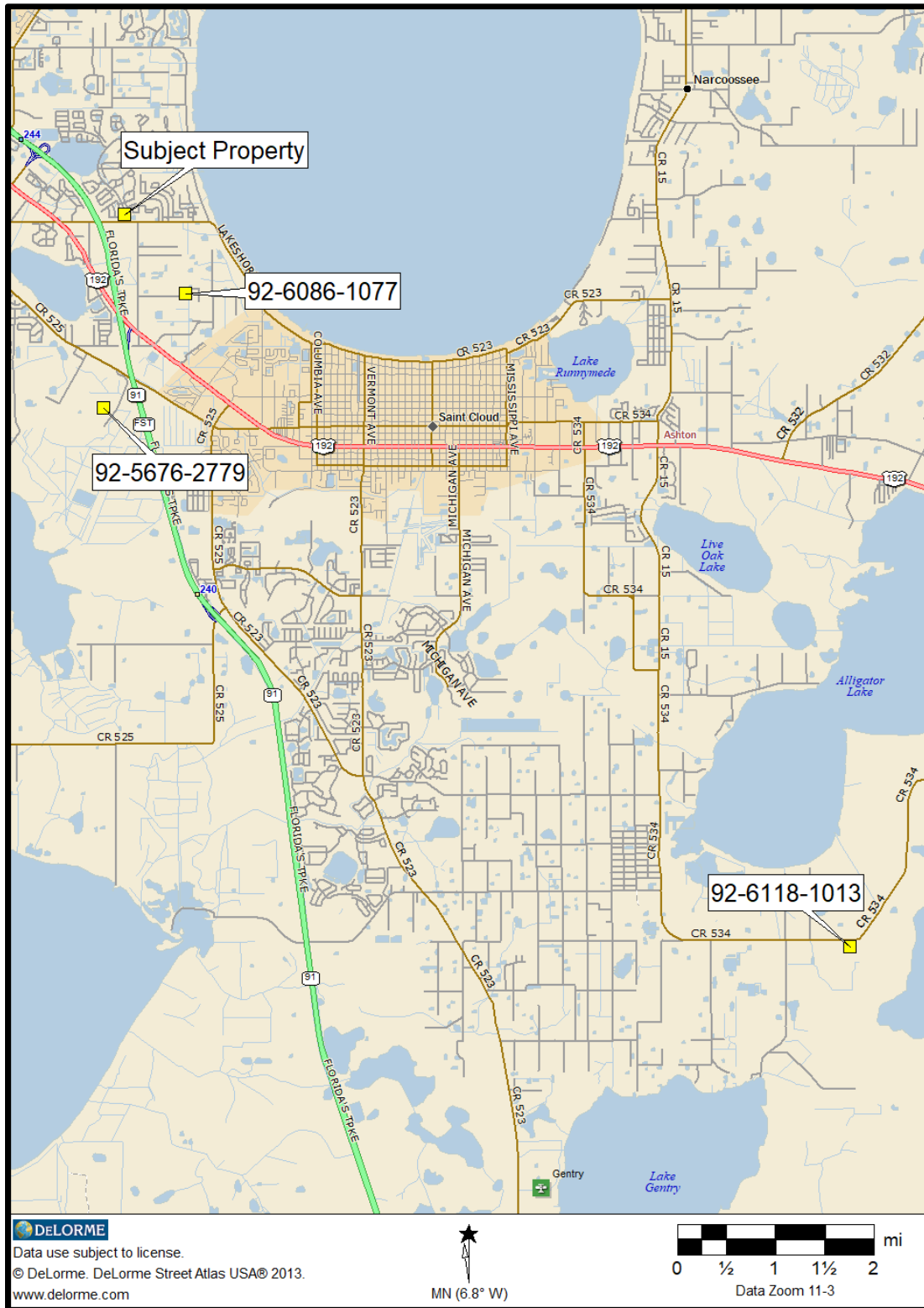
St Cloud Retail			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
13.3K	45.1K	1.6%	4.7%

Osceola Outlying Retail			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
58.6K	110K	2.1%	5.2%

CONCLUSION

The overall market outlook is positive. The local population is increasing at higher rates than that of the surrounding area, while unemployment rates are continuing to decrease, and expendable income is increasing. The County and other local municipalities are continuing to invest in infrastructure to support continued growth that is anticipated in the years ahead. New construction is prevalent in the immediate project neighborhood and throughout Osceola County and the MSA. Despite a temporary market setback associated with the COVID-19 pandemic, the local market is in an extended cycle of growth and appreciation that is expected to continue for the foreseeable future.

COMPARABLE LAND SALE LOCATION MAP AND SALE DATA SHEETS



LAND SALE DATASHEET
SALE NUMBER 92-6118-1013

- | | |
|-------------------------------------|--|
| a. Recording Data | |
| County | Osceola |
| Book & Page No. | 6118-1013 |
| b. Grantor | KRDK Investments, LLC |
| c. Grantee | Clayton Properties Groups, Inc., a Tennessee corporation d/b/a Highland Homes |
| d. Date of Transaction | 12/27/2021 |
| e. Date of Inspection | 05/18/2022 |
| f. Property Information | |
| Site Dimensions | Irregular; see the sketch for dimensions |
| Land Size | 8,929,800 SF; 205.00 AC (Osceola County PA) |
| Topography/Wetlands | Mildly rolling, partly cleared – old groves / ±5% wet |
| Floodplain Data | Zone X, X500, & AE, see remarks |
| Site Improvements | None that contributed towards purchase price |
| Building Improvements | None that contributed towards purchase price |
| Annual Average Daily Traffic | Hickory Tree Rd: 2,800 vehicles (2020) |
| Data Sources | Lake Gentry Rd: Not Available
Public record, deed, verification, site inspection, FEMA Online Flood Map, USDA Soil Map, National Wetland Inventory Map, and FDOT Traffic Online, and MapWise. |
| g. Consideration | \$18,331,000 |
| h. Unit Price | \$2.05 per SF or \$89,420 per AC |
| i. Type of Instrument | Special Warranty Deed |
| j. Parcel ID No. | 04-27-31-4950-0001-0010 |
| Account No. / Alt Key No. | R04-27-31-4950-0001-0010 / 1017954 |
| Tax Year | 2021 |
| Assessed Value | \$ 49,000 |
| Taxes | \$ 704.86 |
| k. Physical Address | 4800 Hickory Tree Road, St, Cloud, FL 34772 |
| Location Description | The property is located at the southeast corner of Hickory Tree Road and Lake Gentry Road in an unincorporated area of St. Cloud, Osceola County, Florida. |

LAND SALE DATA SHEET (Continued)

	Legal Description	The legal description is lengthy. Please refer to the attached deed for the complete legal description.	
l.	Zoning	LDR, Low Density Residential, Osceola County	
	Future Land Use	LDR, Low Density Residential, Osceola County	
	Overlay District	None found	
m.	Present Use	Vacant/Old groves	
n.	Highest and Best Use	Residential Subdivision Development	
o.	Condition of Sale	Arm's length	
p.	Financing	Cash to Seller. No impact on sale price.	
q.	Encumbrances	None found to have an impact on purchase price or the overall development potential of the property.	
r.	Type of Improvements	None	
s.	Utilities	At the time of sale, public water and sewer was not available within the Hickory Tree Road right of way; however, the broker verified that water and sewer lines are expected to be extended along Hickory Tree Road.	
t.	Sale Verification		
	By	Kristin L. Soltys, MAI	
	With	Khaled Hussein	
	Relationship	Seller, KRDK Invest.	Clayton Worley
	Phone	(321) 695-7772	(407) 908-6020
	Date	05/17/2022	05/17/2022
u.	Motivation of Parties		
	Grantor	Gain a return on the original investment	
	Grantee	Purchased for development of a residential subdivision to include a combination of single-family homes and townhomes.	
v.	Analysis / Pertinent Information		
	Cash Equivalency	Cash equivalent – No adjustment necessary	

LAND SALE DATA SHEET (Continued)

Sale History:

The property was purchased by Triple H Ranch, LLC in December of 2019 for \$12,000,000 as recorded in OR Book 5649, Page 1739. In December of 2021, Triple H Ranch, LLC sold the property to KRDK Investments, LLC for \$12,500,000 as recorded under OR Book 6118, Page 0993. This December 2021 sale for \$12.5m was arm's length; however, it does not appear to reflect current market value. There have been no other market transactions involving this property within the past 3 years.

- w. **Exposure Time** 12 to 24 months
- x. **Days on Market** Unknown

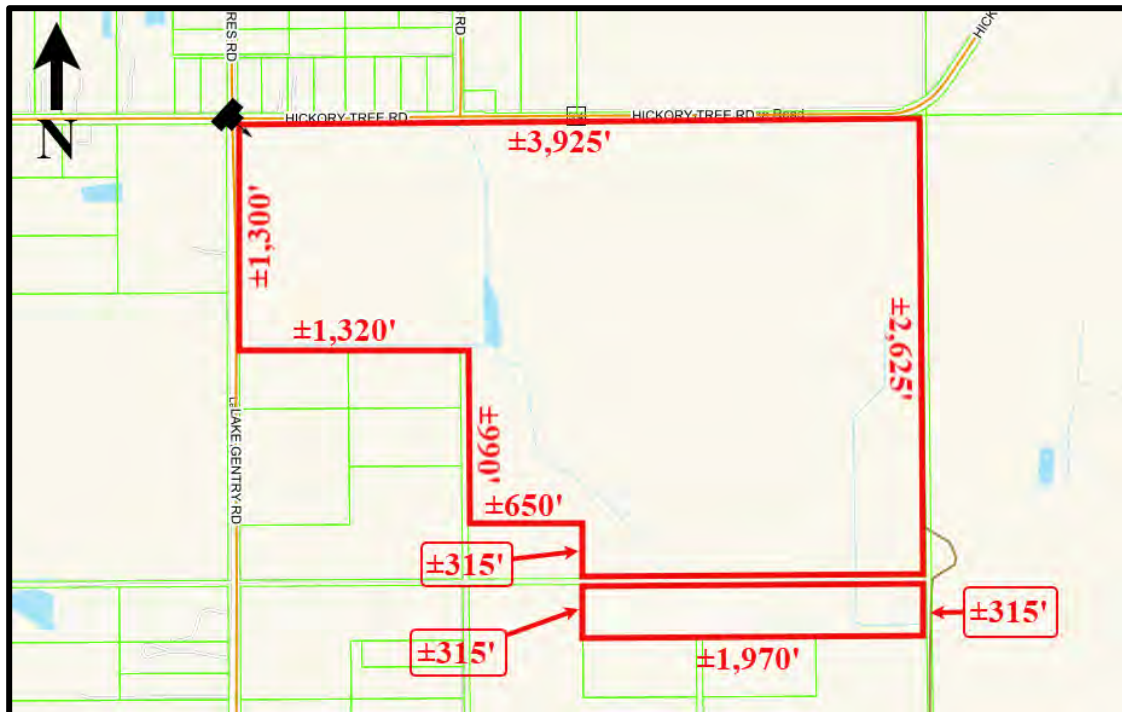
- y. **Remarks:** It was verified that this purchase was an arm's length transaction that reflects a market price. The property is located at the southeast corner of Hickory Tree Road and Lake Gentry Road in an unincorporated area of St. Cloud, Osceola County. The property was previously used for a citrus operation, and it was used for cow pasture at the time of sale. The property is partly wooded, partly cleared, and partly overgrown/unmaintained groves. It has mildly, rolling topography and ranges from at grade to slightly below and above grade of Hickory Tree Road.

Any improvement on-site at the time of sale did not contribute towards the purchase price. Approximately 10.5 acres ($\pm 5\%$) of the site is comprised of wetlands and roughly 37.1 acres ($\pm 18\%$) of the site is within the floodplain. The wetlands are generally consistent with the location of the flood hazard area, which are located near the southwest corner of the site.

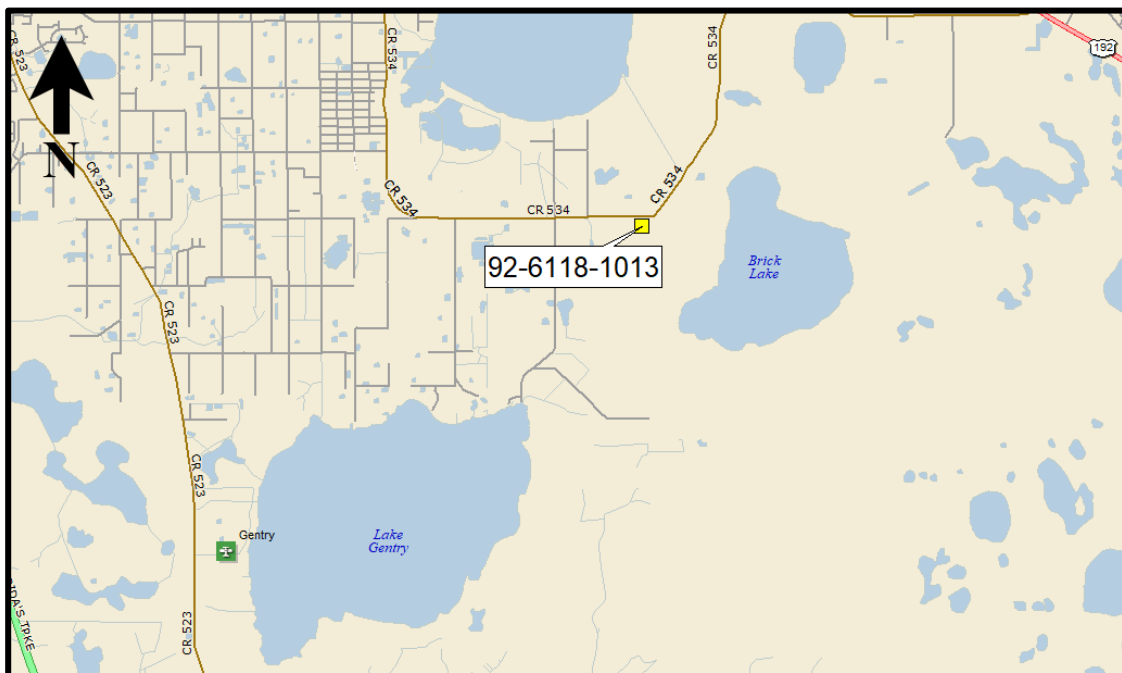
According to marketing material by Maury L. Carter & Associates, Inc., Phase 1 environmental report, survey, development plan, and site preparation had been completed prior to the date of sale. According to information available through Osceola County permitting, a Preliminary Subdivision Plan (PS21-00014) was approved by the Osceola County Board of County Commissioners meeting that occurred on November 15, 2021.

Construction Plans for this property were found on the South Florida Water Management District's website that are dated April of 2022, which is after the date of sale. The plans are for the Triple H Ranch South – Phase 1 subdivision that will include 576 single-family homes and 222 townhomes (798 total units equates to 3.89 units per acre).

z. Property Sketch and Location Map:



Source: MapWise
(Sketch Not to Scale)

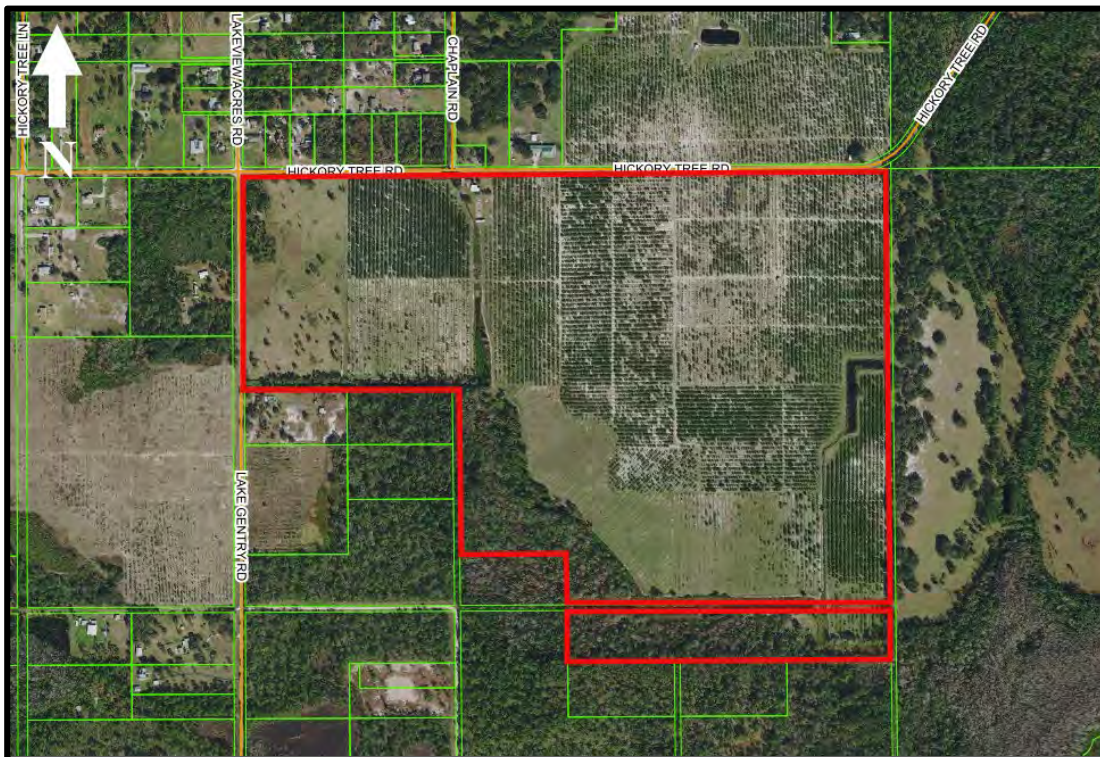


Source: DeLorme Street Atlas USA

aa. Photograph and Aerial Image:



Photo Taken by: Kristin Soltys, MAI
Date: May 18, 2022



Source: MapWise

bb. Transaction Instrument:

This Instrument Prepared by and Return to:
Florida Title and Abstract III, LLC
Kathy Matson
1600 E. Amelia St.
Orlando, FL 32803

Property Appraisers Parcel Identification (Folio) Numbers:
042731495000010010

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS SPECIAL WARRANTY DEED, made and executed the 27th day of December 2021 by **KRDK Investments, LLC**, a Florida limited liability company, having its principal place of business at 8671 Currituck Sound Lane, Orlando, FL 32829, herein called the grantor, to **Clayton Properties Group Inc., a Tennessee corporation d/b/a Highland Homes**, whose post office address is: 3020 South Florida Avenue, Suite 101, Lakeland, FL 33803, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of Limited Liability Companies)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in OSCEOLA County, State of Florida:

All that portion of Section 33, Township 26 South, Range 31 East, lying Southerly of the Southerly Right of Way of State Road 534 (Hickory Tree Rd.)

Lots 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 45, 46, 47, 48, 49, 50, 51, 52, 62, 63, 64, 65, 66 and 67, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 4, TOWNSHIP 27 S, RANGE 31 E, according to the plat thereof, as recorded in Plat Book "B", Page 30, Public Records of Osceola County, Florida; LESS Right of Way for State Road 534 AND LESS lands conveyed to the State of Florida set forth in that certain Warranty Deed recorded in Deed Book 150, Page 491, Public Records of Osceola County, Florida.

AND

That certain unnamed 35 foot road, as shown on the Plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 31 EAST, according to the plat thereof, as recorded in Plat Book "B", Page 30, Public Records of Osceola County, Florida, running North and South and lying between and abutting Lots 2, 15, 18, 31, 34, 47, 50, 63 and 66 on the East and Lots 3, 14, 19, 30, 35, 46, 51, 62 and 67 on the West; and that certain unnamed 35 foot road running East and West and lying between and abutting Lots 62, 63 and 64 on the North and Lots 65, 66 and 67 on the South, as vacated by Resolution of the Board of County Commissioners, Osceola County, Florida, dated September 21, 1971 and recorded October 14, 1971, in Official Records Book 228, Page 45, Public Records of Osceola County, Florida.

AND

Our File No.: 7003LLC

LTP

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 12/29/2021 12:14:50 PM RECEIPT # 2552037
Rec Fees 18.50 DEED DOC 128,317.00 EXTRA NAMES
CFN# 2021201072 BK 6118 PG 1013 PAGE 1 OF 2

Type: Residential Subdivision Land

Sale Number: 92-6118-1013

That certain unnamed 35 foot road running North and South and adjoining and abutting Lots 5, 12, 21 and 28 on the West and Lots 4, 13, 20 and 29 on the East, in Section 4, Township 27 South, Range 31 East, Osceola County, Florida, according to the SEMINOLE LAND & INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of said section, as per plat thereof, recorded in Plat Book "B", Page 30, as vacated by Resolution of the Board of County Commissioners, Osceola County, Florida, dated April 27, 1964 and filed May 14, 1964, in Official Records Book 117, Page 493, Public Records of Osceola County, Florida.

Subject to easements, restrictions and reservations of record and to taxes for the year 2022 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees that except as above noted, at the time of delivery of this Special Warranty Deed the premises were free of all encumbrances made by them, and they will warrant and defend the same against the lawful claims of all persons claiming by, through or under grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathleen A. Matson
Witness #1 Signature

Kathleen A. Matson
Witness #1 Printed Name

Cassidy A. Strickling
Witness #2 Signature

Cassidy A. Strickling
Witness #2 Printed Name

KRDK Investments, LLC, a Florida
limited liability Company

Khaled H. Hussein, Manager

State of Florida
County of Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of December 2021, by Khaled H. Hussein as Manager of KRDK Investments, LLC, a Florida limited liability company. He is personally known to me or has produced Florida Driver's License as identification.

SEAL

Kathleen A. Matson
Notary Signature

My Commission Expires:



Kathleen A. Matson
Notary Public
State of Florida
Comm# HH026837
Expires 8/2/2024

Printed Notary Signature

Our File No.: 7003LLC

LTP

LAND SALE DATASHEET
SALE NUMBER 92-6086-1077

a. Recording Data	
County	Osceola
Book & Page No.	6086-1077
b. Grantor	Big Sky Land, LLC
c. Grantee	Richmond American Homes of Florida, LP
d. Date of Transaction	11/10/2021
e. Date of Inspection	03/26/2022
f. Property Information	
Site Dimensions	Irregular; see the sketch for dimensions
Land Size	4,163,465 SF; 95.580 AC (2019 Plans)
Topography/Wetlands	Mildly rolling, partly cleared/ Minor wetlands
Floodplain Data	Zone X
Site Improvements	None that contributed towards purchase price
Building Improvements	None that contributed towards purchase price
Annual Average Daily Traffic	Sharp Rd: Not Available Big Sky Blvd: Not Available
Data Sources	Public record, deed, verification, site inspection, FEMA Online Flood Map, USDA Soil Map, National Wetland Inventory Map, and FDOT Traffic Online, and MapWise.
g. Consideration	\$10,500,000
h. Unit Price	\$2.52 per SF or \$109,856 per AC
i. Type of Instrument	Special Warranty Deed
j. Parcel ID No.	32-25-30-0000-0110-0000; 33-25-30-2605-0001-0045; 33-25-30-0000-0090-0000; 33-25-30-0000-0120-0000; 33-25-30-0000-0140-0000
Account No. / Alt Key No.	R32-25-30-0000-0110-0000; R33-25-30-2605-0001-0045; R33-25-30-0000-0090-0000; R33-25-30-0000-0120-0000; R33-25-30-0000-0140-0000 / 1143530; 1146898; 1146687; 1146690; 1146692
Tax Year	2021 (Combined)
Assessed Value	\$ 268,700
Taxes	\$4,429.34

LAND SALE DATA SHEET (Continued)

k. Physical Address	2925 Big Sky Blvd, Kissimmee, FL 34744
Location Description	The property is located on the north and south side of Sharp Road approximately 1,315 feet east of Simmons Road in an unincorporated area of Kissimmee, Osceola County, Florida.
Legal Description	The legal description is lengthy. Please refer to the attached deed for the complete legal description.
l. Zoning	PD, Planned Development, Osceola County
Future Land Use	LDR, Low Density Residential, Osceola County
Overlay District	St. Cloud JPA
m. Present Use	Vacant – Older SFR
n. Highest and Best Use	Residential Subdivision Development
o. Condition of Sale	Arm's length
p. Financing	Cash to Seller. No impact on sale price.
q. Encumbrances	None found to have an impact on purchase price or the overall development potential of the property. There is a 20-foot-wide maintenance easement depicted on PB 2/191. See the parcel sketch for an approximate location for this easement.
r. Type of Improvements	None
s. Utilities	All public utilities are available, including public water and sewer services.
t. Sale Verification	
By	Kristin L. Soltys, MAI
With	Emily Brown
Relationship	Project Manager, Maury L. Carter & Associates
Phone	(407) 422-3144
Date	03/22/2022
u. Motivation of Parties	
Grantor	Gain a return on the original investment
Grantee	Purchased for development of a residential subdivision

LAND SALE DATA SHEET (Continued)

v. Analysis / Pertinent Information

Cash Equivalency

Cash equivalent – No adjustment necessary.

Sale History:

The property was purchased and assembled by Big Sky Land, LLC in November of 2019 for \$3,200,000 as recorded in OR Book 5624, Page 239. After this sale, the property went through the process for entitlements to develop a residential subdivision. There have been no other market transactions involving this property within the past 3 years.

w. Exposure Time

12 to 24 months

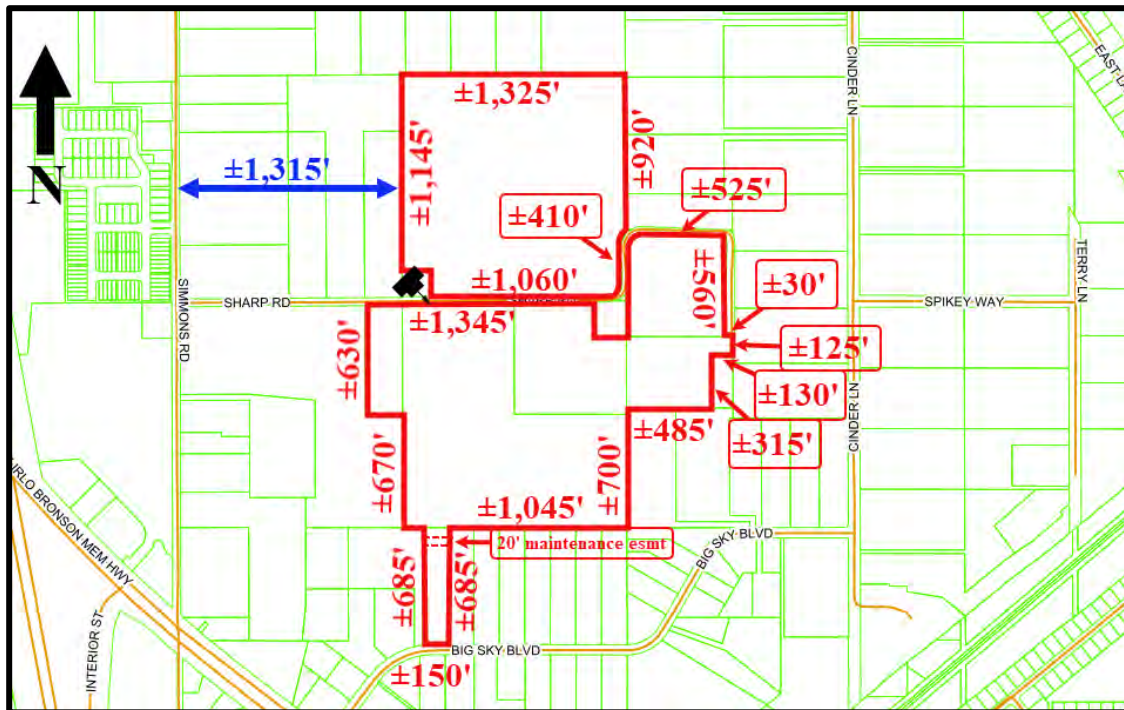
x. Days on Market

Unknown

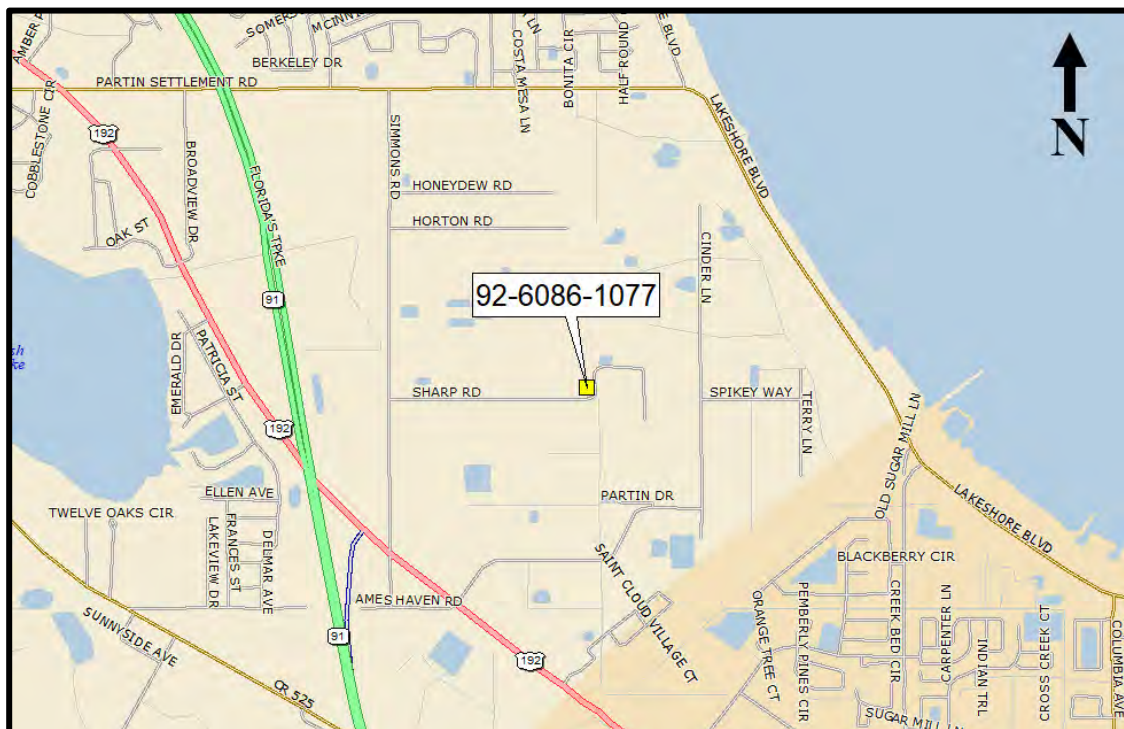
- y. Remarks:** It was verified that this purchase was an arm's length transaction that reflects a market transaction. The sale involved five tax parcels that conveyed through one deed. The property is partly cleared of forestation and partly scattered with trees. It is outside of the flood hazard areas and has mildly rolling topography. There is one small wetland on-site that is inconsequential to the overall development. Any improvements on-site at the time of sale were not considered in the purchase price.

Construction plans for the Murrell Property PD were submitted and approved in 2019. This development was approved for 332 lots, including 244 detached homes and 88 town homes. Emily Brown verified that the buyers amended these plans but kept the same unit count as the 2019 plans, which equates to a density of 3.47 units per acre. Permitting was finalized through the due diligence period. The seller's representative verified that the buyer's reimbursed the seller's \$250,000 to help cover some of the engineer's costs associated with the entitlements.

z. Property Sketch and Location Map:



Source: MapWise
(Sketch Not to Scale)

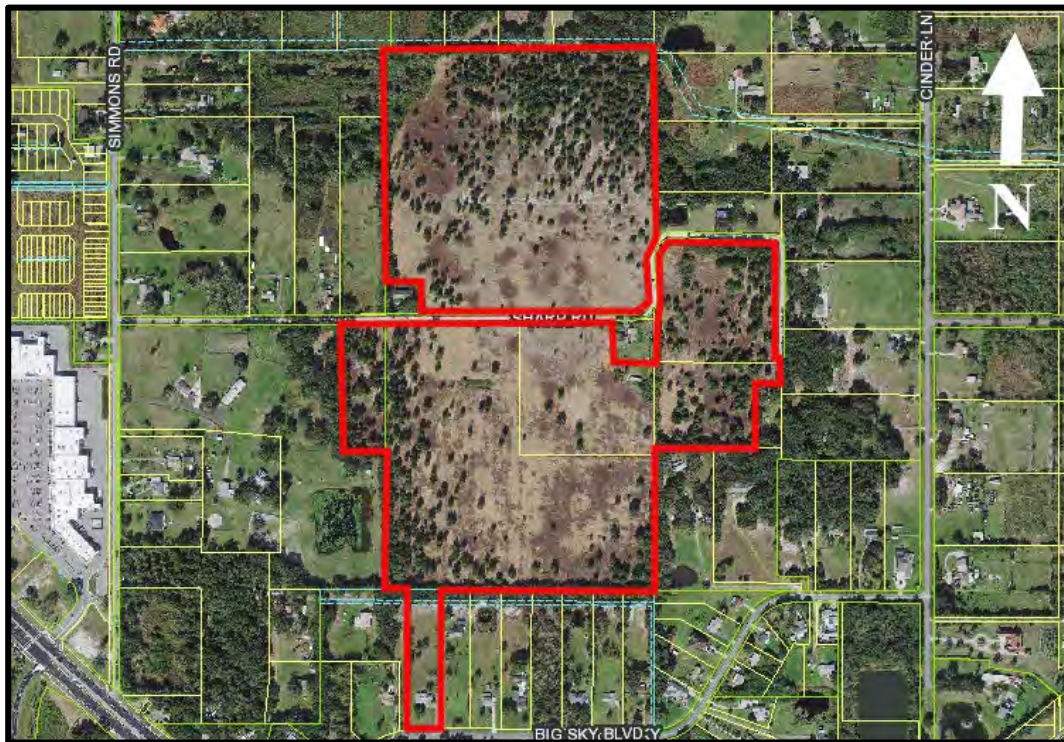


Source: DeLorme Street Atlas USA

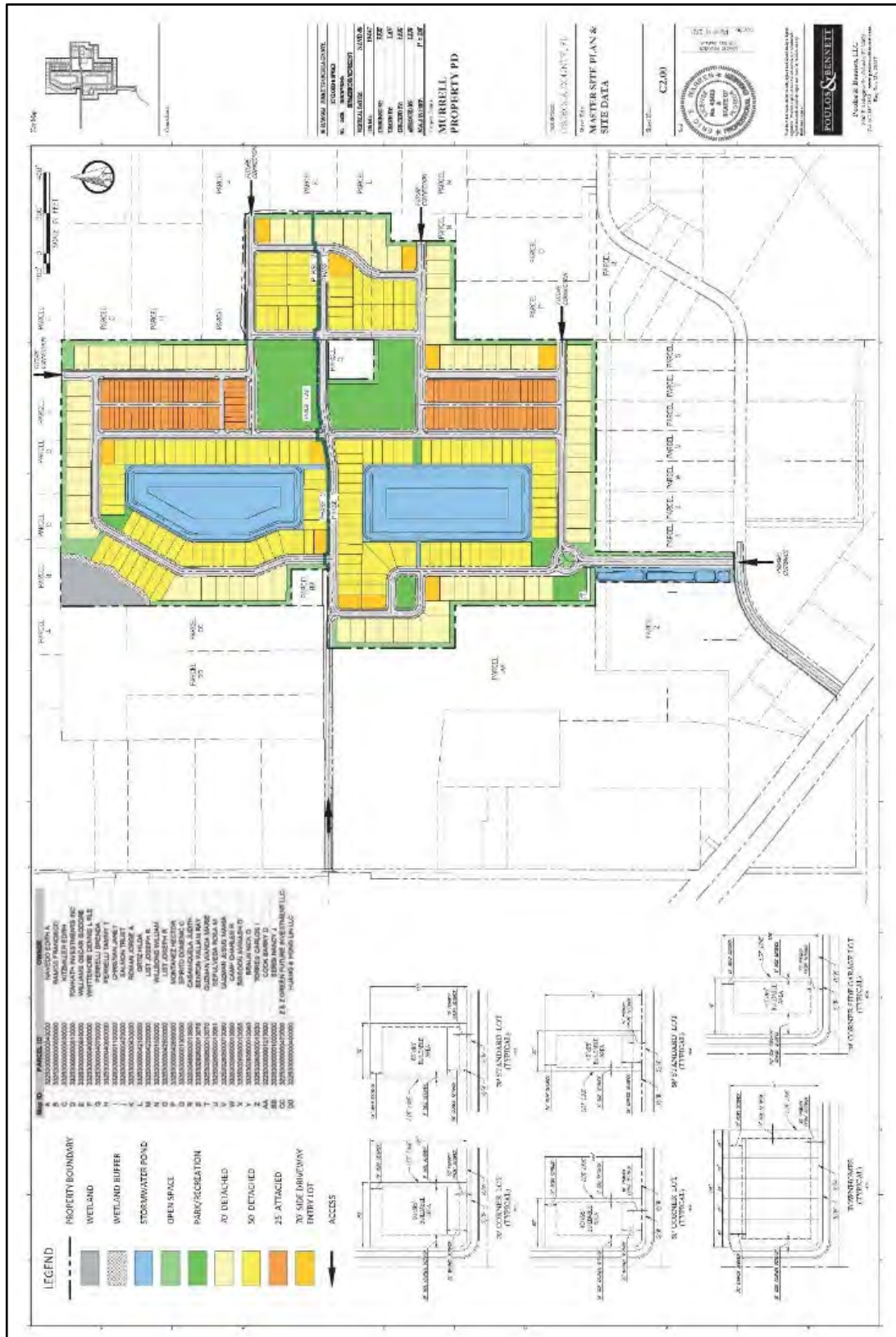
aa. Photograph and Aerial Image:



Photo Taken by: Kristin Soltys, MAI
Date: March 26, 2022



Source: MapWise

Type: Subdivision Land Sale

cc. Transaction Instrument:

This document prepared by and return to:
Richmond American Homes of Florida, LP
Attn: Brian Dalrymple
2822 Commerce Park Drive, Suite 100
Orlando, FL 32819

Grantee Tax ID#
Parcel Tax ID#R332530-000000900000, R332530-000001200000, R332530-00000-1400000, R332530-260500010045, R322530-000001100000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 10th day of November, 2021, between **BIG SKY LAND, LLC**, a Florida limited liability company whose address is 3333 S. Orange Avenue, Suite 200, Orlando, FL 32806 ("Grantor"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Osceola County, Florida, to wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (the "Property")

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

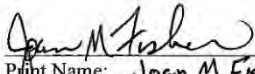
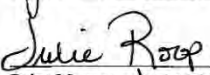
GRANTOR covenants that at the time of delivery of this deed, except as set forth on **Exhibit "B"** hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 11/15/2021 12:50:02 PM RECEIPT # 2533252
Rec Fees 44.00 DEED DOC 73,500.00 EXTRA NAMES
CFN# 2021176963 BK 6086 PG 1077 PAGE 1 OF 5


IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

Witnesses:


Print Name: Joan M. Fisher

Print Name: JULIE ROOF

GRANTOR:

BIG SKY LAND, LLC, a Florida limited liability company

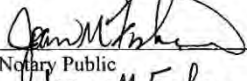
By: 
Name: Daryle M. Carter
Its: Manager

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, this 10th day of November, 2021, by Daryle M. Carter the Manager of Big Sky Land, LLC, a Florida limited liability corporation, who acknowledges that he executes the foregoing on behalf of the partnership. He ☒ is personally known to me or ☐ has produced _____ as identification.



JOAN M. FISHER
Commission # HH 148401
Expires July 16, 2025
Bonded Thru Budget Notary Services


Notary Public
Joan M. Fisher
Print Name
My commission expires:

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

(PARCEL A):

BEGIN AT NE CORNER OF NE 1/4 OF SE 1/4 OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE WEST 210 FEET, THENCE RUN SOUTH 630 FEET, THENCE RUN EAST 210 FEET AND THENCE NORTH 630 FEET TO POB.

(PARCEL B):

THE NW 1/4 OF NW 1/4 OF SW 1/4 AND THE S 1/2 OF NW 1/4 OF SW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

(PARCEL C):

THE SW 1/4 OF NW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; EXCEPTING FROM THE ABOVE: BEGINNING AT THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 180 FEET, RUN THENCE NORTH 180 FEET, RUN THENCE WEST 180 FEET, RUN THENCE SOUTH 180 FEET, TO THE POB, ALL IN THE SW 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST.

(PARCEL D):

SHARPE PROPERTY: NE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; EXCEPTING FROM THE ABOVE: BEGIN AT NE CORNER OF THE NE 1/4 OF NW 1/4 OF SW 1/4, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH ALONG EAST LINE OF SAID NE 1/4 OF NW 1/4 OF SW 1/4 223.4 FEET, WEST 195 FEET, NORTH 223.4 FEET TO NORTH LINE OF SAID SW 1/4, RUN THENCE EAST 195.0 FEET TO POB.

(PARCEL E):

ALSO: BEGINNING AT THE NW CORNER OF NE 1/4 OF SW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE SOUTH 208.7 FEET, THENCE EAST 626.1 FEET, THENCE NORTH 208.7 FEET, THENCE WEST 626.1 FEET, TO POB.

(PARCEL F):

ALSO: BEGINNING AT THE SW CORNER OF THE SE 1/4 OF NW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE NORTH 416.1 FEET, EAST 626.1 FEET, RUN SOUTH 416.1 FEET, THENCE WEST 626.1 FEET TO POB.

(PARCEL G):

BEGIN AT A POINT 208.7 FEET SOUTH OF THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4, SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; RUN EAST 626.1 FEET, RUN SOUTH 417.4 FEET, RUN WEST 626.1 FEET, RUN NORTH 417.4 FEET TO THE POINT OF BEGINNING. LESS: FROM THE NORTHWEST CORNER OF THE NE 1/4

OF THE SW 1/4 OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH ALONG THE WEST LINE OF THE NE 1/4 OF THE SW 1/4 626.1 FEET, RUN THENCE EAST 490.0 FEET TO THE POINT OF BEGINNING; CONTINUE EAST 136.1 FEET; RUN THENCE NORTH 320.4 FEET; RUN THENCE WEST 136.1 FEET; RUN THENCE SOUTH 320.4 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM ALL THE ABOVE: ANY PORTION THEREOF, LYING IN THE RIGHT OF WAY OF SHARP ROAD, A COUNTY MAINTAINED RIGHT OF WAY.

PARCEL 2:

(PARCEL H):

THE WEST 1/2 OF LOT 4, IN BIG SKY UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 191, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS ANY PORTION CONTAINED IN SHARP ROAD AS PRESENTLY MAINTAINED AND SHOWN ON MAP BOOK 1, PAGE 91, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

EXHIBIT B

Taxes for the year 2021 and subsequent years, which are not yet due and payable.

Easements for drainage and maintenance shown on the plat of Big Sky Unit One recorded in Plat Book 2, Page 191, of the Public Records of Osceola County, Florida.

Notice of Encumbrance to Annex to City of St. Cloud by and between Big Sky Land, LLC, and the City of St. Cloud, Florida, a Municipal Corporation, recorded in Official Records Book 5990, Page 1468, of the Public Records of Osceola County, Florida.

Water & Wastewater Service Agreement by and between the City of St. Cloud, a municipality of the State of Florida, and Big Sky Land, LLC, a Florida limited liability company, recorded in Official Records Book 5990, Page 1555, of the Public Records of Osceola County, Florida.

Recorded Notice of Environmental Resource Permit by the South Florida Water Management District recorded in Official Records Book 6005, Page 769, of the Public Records of Osceola County, Florida.

Matters shown on ALTA/NSPS Land Title Survey prepared by American Surveying & Mapping, Inc. as Project No. 210510, dated June 14, 2021, last revised _____, as follows:

- a. Fencing meanders over & upon subject property at various points;
- b. Overhead utility lines & associated structures cross over and upon subject property without the apparent benefit of an easement.

LAND SALE DATASHEET
SALE NUMBER 92-5676-2779

- a. Recording Data**
County Osceola
Book & Page No. 5676/2779
- b. Grantor** Tohoqua Development Group, LLC
c. Grantee Pulte Home Company, LLC
- d. Date of Transaction** 02/18/2020
e. Date of Inspection 03/26/2022
- f. Property Information**
Site Dimensions Irregular; see the sketch for dimensions
Land Size **2,628,410 SF; 60.340 AC (PRC)**
Topography/Wetlands Rolling/sloping, mostly cleared/ No wetlands
Floodplain Data Zone X, X500, & AE, see remarks
Site Improvements None
Building Improvements None
Annual Average Daily Traffic Cross Prairie Pkwy: Not Available
Data Sources Public record, deed, verification, site inspection, FEMA Online Flood Map, USDA Soil Map, National Wetland Inventory Map, and FDOT Traffic Online, and MapWise.
- g. Consideration** \$5,972,400
h. Unit Price **\$2.27 per SF or \$98,979 per AC**
- i. Type of Instrument** Special Warranty Deed
- j. Parcel ID No.** 05-26-30-5220-0072-0150, and
05-26-30-5220-0071-0060
Account No. / Alt Key No. N/A
Tax Year 2021
Assessed Value N/A
Taxes N/A
**Subsequent to the sale, the property has been subdivided and the tax information is no longer available for the two parcels that conveyed.*
- k. Physical Address** The property is vacant and does not have a physical address.
Location Description The property is located on the east and west side of the southern section of Cross Prairie Parkway, ±800 feet west of the Florida Turnpike in an unincorporated area of Kissimmee, Osceola County, Florida.

LAND SALE DATA SHEET (Continued)

	Legal Description	The legal description is lengthy. Please refer to the attached deed for the complete legal description.
l.	Zoning	MU, Mixed Use, Osceola County
	Future Land Use	MU, Mixed Use, Center, Osceola County
	Overlay District	None
m.	Present Use	Vacant
n.	Highest and Best Use	Residential Subdivision Development
o.	Condition of Sale	Arm's length
p.	Financing	Cash to Seller. No impact on sale price.
q.	Encumbrances	None found to have an impact on purchase price or the overall development potential of the property.
r.	Type of Improvements	None
s.	Utilities	All public utilities are available, including public water and sewer services.
t.	Sale Verification	
	By	Kristin L. Soltys, MAI
	With	Andre Vidrine
	Relationship	Representative of the Seller
	Phone	(321) 303-0893
	Date	04/20/2021
u.	Motivation of Parties	
	Grantor	Gain a return on the original investment
	Grantee	Purchased for development of a residential subdivision
v.	Analysis / Pertinent Information	
	Cash Equivalency	Cash equivalent – No adjustment necessary
	Sale History:	There have been no other market transactions involving this property within the past 3 years.
w.	Exposure Time	12 to 24 months
x.	Days on Market	Unknown

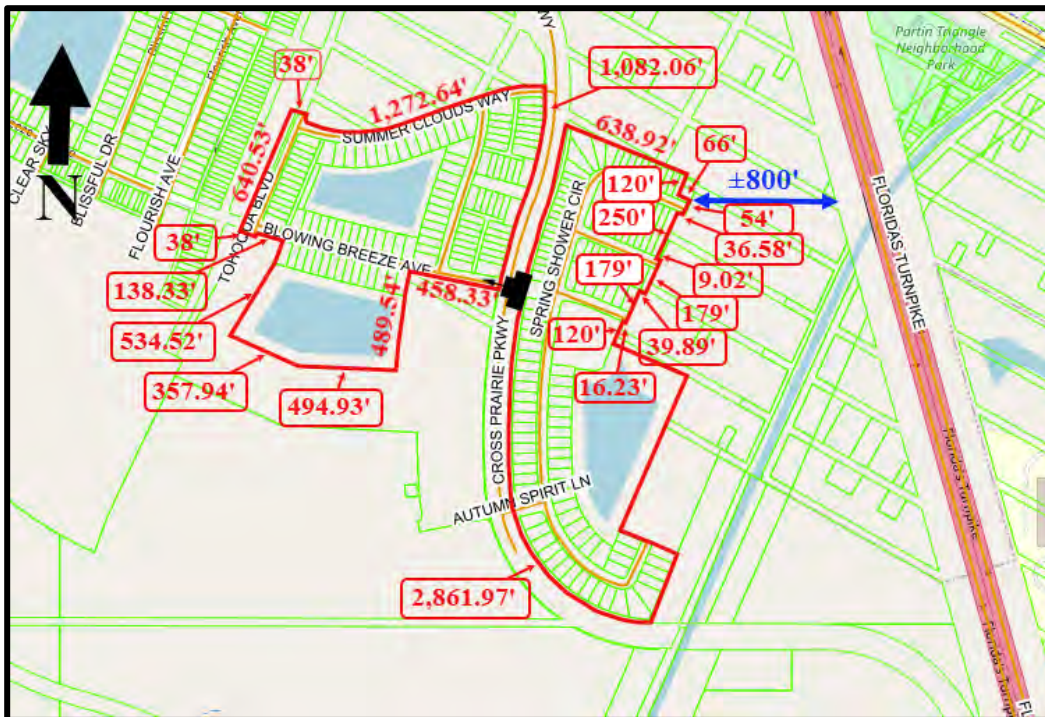
LAND SALE DATA SHEET (Continued)

- y. **Remarks:** It was verified that this purchase was an arm's length transaction that reflects a market transaction, though it was complex. The purchase involved two tax parcels that conveyed under one deed. The property has rolling topography, is comprised entirely of uplands, and is partly within the floodplain. Most of the property is within Flood Zone X, which is outside of the flood hazard area; however, a small portion of the southern portion of the property is within Flood Zone X500 and AE, which are within the flood hazard areas. The St. Cloud Canal runs in a northeast to southwest direction just south of the property.

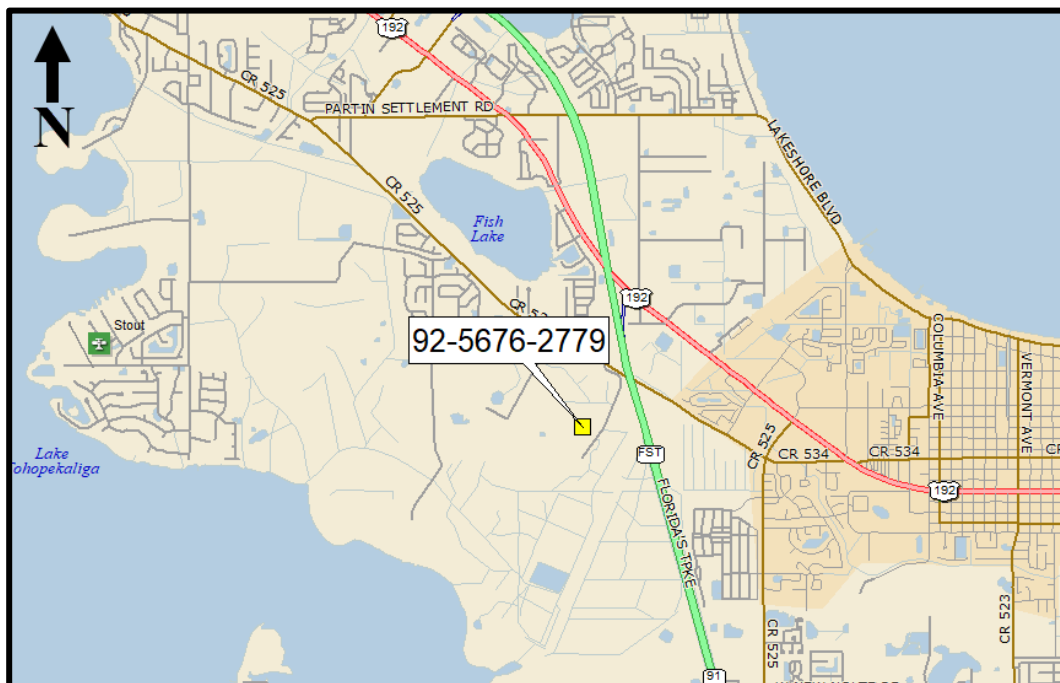
This site represents Phase 4A and Phase 5A of the Tohoqua Reserve subdivision, totaling 249 residential lots. This indicates a development density of 4.13 units per acre.

At the time of sale, the property was already part of the Tohoqua Reserve Community Development District and construction plans were in place with retention housed on-site. As part of the development, Pulte Homes will be required to develop a portion of Cross Prairie Parkway.

z. Property Sketch and Location Map:



Source: MapWise
(Sketch Not to Scale)



Source: DeLorme Street Atlas USA

aa. Photograph and Aerial Image:



Photo Taken by: Kristin Soltys, MAI

Date: March 26, 2022



Source: MapWise

bb. Transaction Instrument:

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Randolph J. Rush, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790

Parcel ID No.
(See Exhibit "A")

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective the 18th day of February, 2020, between **TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company**, whose address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786 ("Grantor"), and **PULTE HOME COMPANY, LLC, a Michigan limited liability company**, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("Grantee"):

WITNESSETH:

GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, conveyed, and sold to the said Grantee, and Grantee's successors and assigns forever, land, situate, lying and being in Osceola County, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

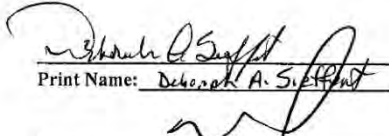
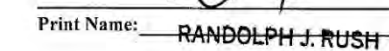
AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that the Property is free of all encumbrances, except those matters set forth on Exhibit "B" attached hereto and made a part hereof by reference, provided that this reference thereto shall not serve to reimpose same.

Recorded in Osceola County, FL ARMANDO RAMIREZ, CLERK OF COURT 02/19/2020 12:58:08 PM RECEIPT # 2277215
Rec Fees 69.50 DEED DOC 41,806.80 EXTRA NAMES
CFN# 2020024673 BK 5676 PG 2779 PAGE 1 OF 8

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

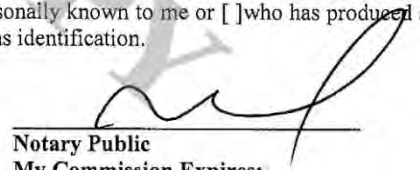
TOHOQUA DEVELOPMENT GROUP, LLC
a Florida limited liability company

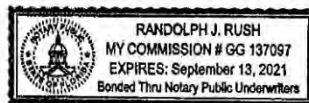

Print Name: Deborah A. Secrist

Print Name: RANDOLPH J. RUSH

By: 
Robert L. Secrist, III, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 2020, by ROBERT L. SECRIST, III, as Manager of Tohoqua Development Group, LLC, a Florida limited liability company, on behalf of the company, ☒ who is personally known to me or ☐ who has produced a Florida Driver's License or _____ as identification.


Notary Public
My Commission Expires:



R:\REGDEV\Neptune Road (Tohoqua Dev)\Sale to Pulte Homes\Closing Documents - Initial Closing\SWD to Pulte.2.wpd
2/11/20 (3:02 pm)

EXHIBIT "A"

PARCEL 4A:

A portion of Lot 3; Lot 4; a portion of Lots 5 and 6; and a portion of Lots 12, 13 and 14, Block 31, along with portions of the platted right-of-way per *THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1*, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 32 and 33, Block 40; a portion of Lots 1 and 2; and Lots 3, 4 and 5; and a portion of Lots 6, 7, 29 and 30; and Lots 31 through 36; Block 45; a portion of Lots 19 and 20; Block 46; a portion of Lots 15 and 16; and Lots 17 through 22; and a portion of Lots 23 and 24, Block 55; Lots 1 through 7; a portion of Lots 8, 28 and 29; and Lots 30 through 36, Block 56; Lots 1 through 8; a portion of Lots 9 and 27; and Lots 28 through 36, Block 61; A portion of Lots 4 through 11; Lots 12 through 30; and a portion of Lots 31 through 33, Block 62; A portion of Lot 5; and Lots 6 through 31; and a portion of Lot 32, Block 71; Lots 1 through 9; and a portion of Lots 10, 11, 25 through 34, Block 72; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT B*, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida.

All of Parcel 4A being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2518.23 feet to a point on the southwesterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; said point being a point on a curve, concave northeasterly, having a radius of 860.00 feet; thence run northerly along said westerly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 31°16'12" W and a chord distance of 785.42 feet, run along the arc of said curve and along said southwesterly right-of-way line, a distance of 815.64 feet, through a central angle of 54°20'26" to a point of compound curvature of a curve, having a radius of 3,440.00 feet; thence run northeasterly along the arc of said curve, a distance of 959.15 feet, through a central angle of 15°58'31" for the **POINT OF BEGINNING**; thence, departing said westerly right-of-way line, run N 78°07'27" W, a distance of 5.00 feet to a point of curvature of a non-tangent curve, concave southwesterly, having a radius of 25.00 feet; thence, on a chord bearing of N 33°48'33" W and a chord distance of 35.78 feet, run northwesterly along the arc of said curve, a distance of 39.87 feet, through a central angle of 91°22'12" to the point of tangency thereof; thence run N 79°29'39" W, a distance of 270.56 feet to a point of curvature of a curve, concave northerly, having a radius of 7,554.00 feet and a central angle of 01°07'19"; thence run westerly, along the arc of said curve, a distance of 147.90 feet to the intersection with a curve, concave easterly, having a radius of 3,889.00 feet; thence, on a chord

bearing of S 08°30'42" W and a chord distance of 489.22 feet, run southerly along the arc of said curve, a distance of 489.54 feet, through a central angle of 07°12'44" to a point on a non-radial line; thence run N 86°56'11" W, a distance of 494.93 feet; thence run N 65°05'57" W, a distance of 357.94 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,099.00 feet; thence, on a chord bearing of N 31°18'51" E and a chord distance of 283.69 feet, run northeasterly along the arc of said curve, a distance of 283.73 feet, through a central angle of 03°11'17" to a point of reverse curvature of a curve, having a radius of 1,395.00 feet and a central angle of 10°18'01"; thence run northeasterly, along the arc of said curve, a distance of 250.79 feet to the intersection with a curve, concave northeasterly, having a radius of 7,554.00 feet; thence, on a chord bearing of N 73°02'11" W and a chord distance of 113.33 feet, run westerly along the arc of said curve, a distance of 113.33 feet, through a central angle of 00°51'34" to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of 83°10'42"; thence run southwesterly, along the arc of said curve, a distance of 36.29 feet to a point on a non-radial line; thence run N 65°47'06" W, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave westerly, having a radius of 1,222.00 feet; thence, on a chord bearing of N 23°23'36" E and a chord distance of 35.05 feet, run northeasterly along the arc of said curve, a distance of 35.05 feet, through a central angle of 01°38'36" to the point of tangency thereof; thence run N 22°34'18" E, a distance of 605.48 feet; thence run S 67°25'42" E, a distance of 38.00 feet; thence run S 22°34'18" W, a distance of 2.00 feet to a point of curvature of a curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 91°37'31"; thence run southeasterly, along the arc of said curve, a distance of 39.98 feet to a point of compound curvature of a curve, having a radius of 668.00 feet and a central angle of 40°18'36"; thence run easterly, along the arc of said curve, a distance of 469.97 feet to the point of tangency thereof; thence run N 70°38'11" E, a distance of 477.63 feet to a point of curvature of a curve, concave southerly, having a radius of 527.00 feet and a central angle of 19°10'29"; thence run easterly, along the arc of said curve, a distance of 176.37 feet to the point of tangency thereof; thence run N 89°48'41" E, a distance of 66.83 feet to a point of curvature of a curve, concave northwest, having a radius of 25.00 feet and a central angle of 91°21'16"; thence run northeasterly, along the arc of said curve, a distance of 39.86 feet to a point on a non-tangent line; thence run N 88°27'25" E, a distance of 5.00 feet to a point on the westerly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; said point being a point on a non-tangent curve, concave northwesterly, having a radius of 1,440.00 feet; thence run southerly along said westerly right-of-way line, the following two (2) courses and distances: on a chord bearing of S 09°32'44" W and a chord distance of 553.90 feet, run southerly along the arc of said curve, a distance of 557.38 feet, through a central angle of 22°10'38" to a point of reverse curvature of a curve, having a radius of 3,440.00 feet and a central angle of 08°45'31"; thence run southerly, along the arc of said curve, a distance of 525.85 feet to the **POINT OF BEGINNING**.

TOGETHER WITH:

PARCEL 5A:

A portion of Lots 1, 2, 15 and 16, Block 31, along with portions of the platted right-of-way per *THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1*, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

Lots 1 through 3, a portion of Lots 4 and 37; and Lots 38 through 40, Block 44; Lots 1 through 3, a portion of Lots 4, 37 and 38; and Lots 39 through 41, Block 57; Lots 1 through 3; a portion of Lots 4, 5 and 39; and Lots 40 through 42, Block 60; and Lots 1 through 3; a portion of Lots 4 through 12; a portion of Lots 31 and 32; and Lots 33 through 43, Block 73; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT A*, according to the plat thereof as recorded in Plat Book 1, Page 129, Public Records of Osceola County, Florida

TOGETHER WITH:

A portion of Lots 9 through 16; Lots 17 through 26; and a portion of Lot 27, Block 45; a portion of Lots 10 and 11; and Lots 12 through 25; and a portion of Lot 26, Block 56; a portion of Lots 11 and 12; and Lots 13 through 24; and a portion of Lot 25, Block 61; and a portion of Lot 13; and Lots 14 through 22; and a portion of Lots 23 and 24, Block 72; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT B*, according to the plat thereof as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida.

TOGETHER WITH:

A portion of the unplatted portion of the Southeast 1/4 of Section 5, Township 26 South, Range 30 East, Osceola County, Florida.

All of Parcel 5A being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2879.17 feet to a point on the northeasterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida, and the **POINT OF BEGINNING**; said point being a point on a curve, concave northeasterly, having a radius of 740.00 feet; thence run northerly along the northeasterly right-of-way line of Cross Prairie Parkway, the following three (3) courses and distances: on a chord bearing of N 43°35'20" W and a chord distance of 941.18 feet, run northerly along the arc of said curve a distance of 1020.04 feet, through a central angle of 78°58'43" to a point of compound curvature of a curve, having a radius of 3,320.00 feet and a central angle of 24°44'02"; thence run northerly along the arc of said curve, a distance of 1,433.20 feet to a point of reverse curvature of a curve, having a radius of 1,560.00 feet and a central angle of 13°47'45"; thence run northerly along the arc of said curve, a distance of 375.62 feet to a point on a non-radial line; thence, departing said northeasterly right-of-way line, run S 66°56'31" E, a distance of 704.92 feet; thence run S 23°03'29" W, a distance of 174.00 feet; thence run N 66°56'31" W, a distance of 36.58 feet; thence run S 23°03'29" W, a distance of 250.00 feet; thence run S 66°56'31" E, a distance of 9.02 feet; thence run S 23°03'29" W, a distance of 179.00 feet; thence run N 66°56'31" W, a distance of 39.89 feet; thence run S 23°03'29" W, a distance of 179.00 feet; thence run N 66°56'31" W, a distance of 16.23 feet; thence run S 23°03'29" W, a distance of 120.00 feet; thence run S

66°56'31" E, a distance of 400.20 feet; thence run S 23°35'56" W, a distance of 840.00 feet; thence run S 66°24'04" E, a distance of 120.00 feet; thence run S 75°49'54" E, a distance of 54.74 feet; thence run S 66°24'04" E, a distance of 131.60 feet to a point on the westerly line of Canal C-31, as recorded in Official Records Book 9, Page 343, Public Records of Osceola County, Florida; thence run S 23°01'25" W, along said westerly line, a distance of 372.04 feet to a point on the aforesaid northeasterly right-of-way line of Cross Prairie Parkway; said point lying on a non-tangent curve, concave northeasterly, having a radius of 740.00 feet; thence, on a chord bearing of N 84°21'36" W and a chord distance of 33.11 feet, run westerly along the arc of said curve and along said northeasterly right-of-way line, a distance of 33.11 feet, through a central angle of 02°33'49"; to the **POINT OF BEGINNING**.

Parcel ID Numbers:

Portions of:

052630-000000700000
052630-000001000000
052630-521000130010
052630-521000570040
052630-521000600120
052630-522000060010
052630-522000290230
262529-314000310020
052630-522000450050
262529-314000310160

COPY

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Ad valorem taxes for the year 2020 and subsequent years.
2. Right of Ways shown on the Plat of THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida.
3. Right of Ways shown on the Plat of TOLIGA MANOR UNIT A, as recorded in Plat Book 1, Page 129, Public Records of Osceola County, Florida.
4. Right of Ways shown on the Plat of MAP OF UNIT B TOLIGA MANOR, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.
5. Reservations in favor of the State of Florida set forth in that certain T.I.I.F. Deed recorded February 7, 1945 in Deed Book 114, Page 17, Public Records of Osceola County, Florida. The right of entry to such subsurface interests has been released by that certain Release of Right of Entry and Exploration, recorded February 27, 2006, in Official Records Book 3078, Page 137, Public Records of Osceola County, Florida.
6. Resolution No. 85-14, recorded August 6, 1985 in Official Records Book 781, Page 2898, Public Records of Osceola County, Florida.
7. Ordinance 85-Q, recorded September 3, 1985 in Official Records Book 783, Page 2351, Public Records of Osceola County, Florida.
8. Temporary Construction Easement Agreement, recorded July 21, 2010 in Official Records Book 4010, Page 2921; as affected by Partial Release of Easement, recorded June 6, 2019 in Official Records Book 5345, Page 1737, Public Records of Osceola County, Florida.
9. School Mitigation Plan/Funding Agreement, recorded December 30, 2014 in Official Records Book 4714, Page 1859; and First Amendment, recorded April 15, 2015 in Official Records Book 4764, Page 169, Public Records of Osceola County, Florida.
10. Reimbursement Agreement for the Construction of a Portion of Toho Parkway and the Shady Lane Extension, recorded April 30, 2015 in Official Records Book 4771, Page 2975, Public Records of Osceola County, Florida.
11. Developer's Agreement, recorded July 20, 2017 in Official Records Book 5182, Page 891, Public Records of Osceola County, Florida.

12. Ordinance # 2017-57, recorded September 13, 2017 in Official Records Book 5206, Page 1935, Public Records of Osceola County, Florida.
13. Interlocal Agreement, recorded November 16, 2017 in Official Records Book 5240, Page 794 and re-recorded November 27, 2017 in Official Records Book 5244, Page 1001, Public Records of Osceola County, Florida.
14. Final Judgment Validating Bonds, recorded December 19, 2017 in Official Records Book 5256, Page 2579, Public Records of Osceola County, Florida.
15. Water and Wastewater Service, Annexation and Development Agreement, recorded December 22, 2017 in Official Records Book 5258, Page 738, Public Records of Osceola County, Florida.
16. Notice of Encumbrance to Annex to City of St. Cloud, recorded December 22, 2017 in Official Records Book 5258, Page 783, Public Records of Osceola County, Florida.
17. Ordinance No. 2017-53, recorded May 30, 2018 in Official Records Book 5341, Page 1228, Public Records of Osceola County, Florida.
18. Mobility Fee Interlocal Agreement, recorded June 18, 2018 in Official Records book 5352, Page 663, Public Records of Osceola County, Florida.
19. East Lake Toho Road Right of Way and Drainage Pond Dedication Agreement, recorded April 30, 2008 in Official Records Book 3679, Page 780; as amended by First Amendment, recorded July 21, 2010 in Official Records Book 4010, Page 2827, Public Records of Osceola County, Florida.
20. Notice of Establishment of the Tohoqua Community Development District, recorded September 13, 2017 in Official Records Book 5206, Page 1940, Public Records of Osceola County, Florida.
21. Ordinance No. 2018-12, recorded May 30, 2018 in Official Records Book 5341, Page 1233, Public Records of Osceola County, Florida.
22. Ordinance No. 2018-13, recorded May 30, 2018 in Official Records Book 5341, Page 1238, Public Records of Osceola County, Florida.

HALFF ASSOCIATES, INC.–LAND PLANNING AND ENGINEERING ANALYSIS



PARCELS PS728 A, B, C / PS828 A, B
Land Planning and Engineering Analysis
Partin Settlement Road in Osceola County, Florida
Financial Project ID: PS-20-11504-DG
Date of Report: July 26, 2022

SALIENT FACTS

This analysis has been prepared by Halff Associates, Inc. (Halff) for the Appraiser Eminent Valuations who has been authorized by attorney Shutts & Bowen as an authorized agent for the Osceola County Board of County Commissioners. The property inspection was performed by Halff staff via a right-of-way inspection on February 28, 2022. Halff staff at this time included Michael Osipov, PE, PSM. Joseph Loretta, PLA with Halff later visited the site on March 21, 2022 to perform a follow-up inspection.

<i>Owners of Record:</i>	Remington CDD, C/O Governmental Mgmt Services
<i>Jurisdiction:</i>	Osceola County, Florida
<i>Development Acreage:</i>	731.6 +/- AC
<i>Parent Tract Acreage:</i>	11.830 AC
<i>Parent Tract Parcel #'s:</i>	20-25-30-4829-0001-00D0 20-25-30-4829-0001-00C0 20-25-30-4829-0001-00E0
<i>Valuation Tract Size:</i>	199.850 AC

The proposed acquisition directly affects three tax parcels that each represent common area for the 199.850 Valuation Tract recorded under Plat Book 11, Page 28 of the Public Records of Osceola County. The Valuation Tract is located within the 733.74-acre Remington Community Development District (CDD). The Remington Community Development District is a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended and created by ordinance of Osceola County as an alternative method of planning, acquiring, operating, and maintaining community-wide improvements in planned communities.

<i>Parcel 728A:</i>	20-25-30-4829-0001-00D0
<i>Address:</i>	0 Berkeley Drive
<i>Before Condition Tax ID Parcel Acreage:</i>	0.654 AC
<i>PS 728A Acquisition Size:</i>	0.148 AC (6,427 SF)
<i>Current Use:</i>	Common Area Landscape Buffer Tract to West of Entry

<i>Parcel 728B:</i>	20-25-30-4829-0001-00C0
<i>Address:</i>	2751 Partin Settlement Rd.

I:\47000s\47231\001\Parcel Folders\PS_728A_728B_828A_828B_728C

Page 1 of 10



Before Condition Tax ID Parcel Acreage: 10.404 AC
PS 728B Acquisition Size: 0.076 AC (3,272 SF)
Current Use: Common Area right-of-way with Entry Signage

Parcel 728C: 20-25-30-4829-0001-00E0
Address: 0 Partin Settlement Rd.
Before Condition Tax ID Parcel Acreage: 0.772 AC
PS 728C Acquisition Size: 0.059 AC (2,562 SF)
Current Use: Common Area Landscape Buffer Tract to West of Entry

Parcel 828A: 20-25-30-4829-0001-00C0
Address: 2751 Partin Settlement Rd.
Before Condition Tax ID Parcel Acreage: 10.404 AC
PS 828A Acquisition Size: 0.044 AC (1,928 SF)
Current Use: Common Area right-of-way with Entry Signage

Parcel 828B: 20-25-30-4829-0001-00E0
Address: 0 Partin Settlement Rd.
Before Condition Tax ID Parcel Acreage: 0.772 AC
PS 828B Acquisition Size: 0.003 AC (147 SF)
Current Use: Common Area right-of-way

Frontage along Partin Settlement Rd: 1,331 linear feet
Zoning: PD (Planned Development)
Land Use: LDR (Low Density Residential)
Current Property Use: Residential Planned Unit Development

Adjacent Properties Land Use and Zoning:

Direction	Land Use	Zoning
North	Low Density Residential	PD
East	Low Density Residential	IN / RS-1
South	Rural Enclave	PD / ARE / AC
West	Low Density Residential	PD

Property Location: The Parent Tract is in Osceola County, approximately 750 feet east of the geographic intersection of Partin Settlement Road and Florida's Turnpike. The Parent Tract is located within the Remington Community Development District (CDD).



The FDOT Annual Average Daily Traffic (AADT) count at the Parent Tract is 10,100 along Partin Settlement Road.

Surrounding Uses:

Direction	Use
North	Residential
East	Residential / Public School
South	Residential / Church
West	Residential

Parent Tract Encumbrances:

Based upon review of title search results, there are no encumbrances on the Parent Tract.

A Before Condition Valuation Drawing is shown in “***Attachment 1***”.

Project Introduction:

This report provides a land planning and engineering analysis of the impacts to the Parent Tract that result from the proposed right-of-way acquisition associated with improvements to Partin Settlement Road by the Osceola County Public Works Department. The project will include widening/reconstruction of the existing two-lane Partin Settlement Road from CR 525 (Neptune Road) to Lakeshore Boulevard for a distance of approximately 2.7-miles.

The data provided to Halff includes the following.

Right-of-way Mapping: Preliminary right-of-way maps dated May 18, 2022. Halff was not provided a cover page to the right-of-way maps or an ownership tabulation page.

Legal Descriptions and Sketches: Provided by Southeastern Surveying and Mapping Corporation (SSMC) dated January 24, 2022.

Roadway Engineering Plans: Phase II (60%) Roadway plans dated January, 2022. Plans were prepared by Johnson, Mirmiran & Thompson.

GIS Data: Halff utilized readily available Osceola County Geographic Information Systems Data to assist in the review of this parcel.

Intracoastal Buildings Corporation provided the construction cost estimating for the items within the acquisition and the cost to cure.

Exhibits: Halff acquisition exhibits were developed utilizing a combination of public records information, title work, GIS boundary mapping, recently available aerials, the roadway survey, and proposed 60% construction plans.



BEFORE CONDITION ANALYSIS

Comprehensive Plan Requirements

Land-Use: Low Density Residential (LDR)

The Low Density Residential Future Land Use Map designation is intended for newly developing residential areas within the Urban Infill Area of the adopted Urban Growth Boundary.

This category is intended primarily for single-family residential neighborhoods, which may include detached or attached housing, with integrated neighborhood support uses such as schools, parks, and places of worship.

With the exception of existing development, residential density shall range from three to eight units per acre. Densities can be modified through the Transfer of Development Rights as identified in the Land Development Code.

Land Development Regulations

The property zoning for the Parent Tract is classified as PD (Planned Development)

Zoning: PD (Planned Development)

According to Osceola County, The Remington DRI (Development of Regional Impact) was first approved by the Osceola County Board of County Commissioners on March 26, 1990. The current development plan consists of 911 single family dwelling units, 1,502 multi-family dwelling units, an 18-hole golf course with clubhouse and maintenance facility, 20,000 SF of retail use. The DRI had a buildout date of March 25, 2006.

The Parent Tract's Planned Development (PD) zoning was later approved by the Osceola County Board of County Commissioners on January 27, 2003.

The Remington Community CDD Master Site Plan is shown in "**Attachment 2**".

The Remington Phase 2 Plat exhibit is shown in "**Attachment 3**".

Planned development districts, through flexible design guidelines, are intended to afford a developer the latitude to achieve a design quality superior to that possible through the utilization of standard development practices. By allowing land utilization to be more efficient, planned developments are also intended to result in an increased level of amenities for its inhabitants.

Planned Residential Development (PRD) must have a minimum of ninety (90) percent of their total land use devoted to residential development. The remaining percentage may be used for

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Page 4 of 10



various supporting uses such as commercial, or other uses which are complimentary and incidental, provided that these non-residential uses are compatible with and integrated into the planned development.

Level of Service and Concurrency

Osceola County has a Concurrency Management System under Article 2.8 of the Land Development Code. The applicable level of service standards is defined in the Osceola County Comprehensive Plan.

Site Conditions

Parent Tract: In the existing condition, the primary use of Parent Tract 728A is to establish a vegetative landscape buffer between Partin Settlement Road and the residential lots located within Remington CDD. Parent Tract 728C establishes a vegetative landscape buffer between Partin Settlement Road and the public school. The primary uses of Parent Tracts 728B, 828A, and 828B is for the Remington Blvd right-of-way which provides vehicular access to the Remington CDD.

As existing, the entrance area to Remington CDD includes a median between the ingress and egress access points that is comprised of landscape features, a directional sign, light post, tree, and monumental entry sign.

In the existing condition, the Remington CDD is primarily comprised of residential lots. To the east of the entrance area there is also a public school and church.

Access: In the existing condition, the entrance area of the Remington CDD is comprised of two ingress and egress access points that are both approximately 27-feet-wide. There is an approximately 23' wide landscape island between the ingress and egress driveways. Remington Boulevard intersects with Partin Settlement Road at a lighted intersection.

As existing, vehicles traveling eastbound can enter the property by utilizing a directional left-only turn lane on the southside of Partin Settlement Road. Vehicles traveling westbound can enter the property by utilizing a directional right-only turn lane on the northside of Partin Settlement Road. Vehicles exiting the property can turn in either direction. Vehicular circulation along Remington Boulevard functions in a one-way manner.

Topography Pattern: In the existing condition, to the west of Remington Boulevard the Parent tract (starting from the rear of the residential lots) drains towards a roadside ditch located within the Partin Settlement Road right-of-way. The drainage ditch takes water to the west along Partin Settlement into existing stormwater connections.



In the existing condition, to the east of Remington Boulevard the Parent tract drains towards a roadside ditch located within the Partin Settlement Road right-of-way. The drainage ditch takes water to the east along Partin Settlement into existing stormwater connections near Simmons Road.

Wetlands: Per the National Wetland Inventory from the US Fish and Wildlife Service, there are no wetlands within the vicinity of the affected acquisition areas. However, there is a Freshwater Emergent Wetland that intersects with Parcel 728B near the northern side of the Parent Tract.

Utilities: The Orlando Utilities Commission provides electrical utility service to the Parent Tract. The Remington CDD is serviced by the Toho Water Authority for water, sewer, and reclaim water.

Soils: Based upon the USGS soils map, the Parent Tract primarily consists of Adamsville sand. These soils are 0 to 2% slopes, depth to water table about 18 to 42 inches. Additionally, the Parent Tract also consists of Myakka fine sand. These soils are 0 to 2 percent slopes, depth to water table about 6 to 18 inches.

FEMA Flood: The Parent Tract is outside of the 100-year and 500-year annual chance of flood hazard area per FEMA FIRM Panel 90, Map number 12097C0090G.

Signage: At the main entrance area, there is a large, monumental entry sign constructed out of brick. To the east and west of the main entrance include additional walls and landscape design in coordination with the median entry feature.



Existing Conditions Regulatory Opinion

Legally Permissible: It is our opinion that the Parent Tract's use is legally conforming to the zoning criteria within the Land Development Code.

Physically Possible: It is our opinion that the existing physical condition is legally conforming to the zoning criteria and setback requirements within the Land Development Code.

ACQUISITION / AFTER CONDITION ANALYSIS

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Page 6 of 10



Description of Acquisition

The purpose of this acquisition is to establish three temporary easements and acquire land for two permanent easements. Parcels 728A (0.148 AC – 6,427 SF), 728B (0.076 AC – 3,272 SF), and 728C (0.059 AC – 2,562 SF) will be utilized for temporary easements. Parcels 828A (0.044 AC – 1,928 SF) and 828B (0.003 AC – 147 SF) will be designated as permanent easements.

The necessity for the temporary easements will be to remove the existing sidewalk from the private property and place this into the future right-of-way. The necessity for the permanent easement is to allow the County to redevelop the entry pavement to Remington Boulevard within the existing right-of-way. The overall project includes the roadway widening of the existing two-lane Partin Settlement Road to a four-lane with landscape median roadway segment.

In conjunction with Intracoastal Builders, our general contractor (GC), it is determined the following items are located within the right-of-way acquisition.

Items in Temporary Easement (PS.728A):

- 2,915 SF – Concrete Sidewalk
- 3512 SF - Turf Grass
- 1 LS – Irrigation

Items in Temporary Easement (PS.728B):

- 342 SF – Sidewalk
- 940 SF - Turf Areas
- 1410 SF – Pavers
- 100 LF – Curb
- 80 – Shrubs
- 1 LS – Irrigation
- 1 EA - Entry Sign
- 1 LS – Striping

Items in Temporary Easement (PS.728C):

- 1,470 SF - Concrete Sidewalk
- 1,092 SF - Turf Grass
- 1 LS – Irrigation

Items in Permanent Easement (PS.828A):

- 134 SF - Conc. Sidewalk
- 650 SF – Pavers
- 378 SF – Asphalt



- 543 SF - Turf Areas
- 80 LF - Header Curb
- 1 LS – Striping
- 66 LF - Conc. Curbs
- 2 - Street Lights (It should be noted that these 2 street lights will be maintained in their current location per the EOR).
- 2 - Cross Walk Signs
- 14 – Shrubs
- 64 – Annuals
- 2 - Street Signs

Items in Permanent Easement (PS.828B):

- 65 SF - Conc. Sidewalk
- 82 SF - Turf Areas

An Acquisition Condition drawing is shown in “**Attachment 4**”.

After Conditions

<i>Development Acreage:</i>	731.6 +/- AC
<i>Parent Tract Acreage:</i>	11.830 AC
<i>Parent Tract Parcel #'s:</i>	20-25-30-4829-0001-00D0: 0.654 AC
	20-25-30-4829-0001-00C0: 10.404 AC
	PS 828A: 0.044 AC (1,928 SF)
	20-25-30-4829-0001-00E0: 0.772 AC
	PS 828B: 0.003 AC (147 SF)

An After-Condition drawing is shown in “**Attachment 5**”.

Comprehensive Plan Requirements

This parcel acquisition will not change the remainder parcel as it relates to Osceola County Comprehensive Plan requirements and future land use designation.

Land Development Regulations

The acquisition will not change the remainder parcel as it relates to the Osceola County Land Development Code.

Eminent Domain Clause

Per the land development code, 1.4-6 – Nonconformity created by public action.
In any zoning district, should a governmental agency obtain a portion of a conforming lot for a public purpose, either through eminent domain proceedings or voluntary conveyance, and



thereby create a nonconforming lot, the County shall have the authority to waive any, in whole or in part, processing requirements outlined herein for said lot with respect to minimum lot width, minimum lot area and minimum building setbacks, parking requirements, landscape and buffering, provided all other requirements of this Code are met.

In the after condition, it is our opinion that the acquisition does not create any non-conformities on the Remainder Parent Tract.

Affected Site Conditions

Parent Tract: As a result of this acquisition, the primary functions that exist in the existing condition will be maintained. The acquisition removes the sidewalk located on the subject property to the east and west of Remington Boulevard. The contractor will harmonize the grading into proposed conditions and replace sod, turf grass in like kind to existing conditions. Halff recommends that a Cure is necessary to provide irrigation for the new turf areas.

The main entrance to Remington Boulevard will be maintained is and the existing entrance sign will be maintained as well. There are items such as landscaping that will be impacted and Cured into the remainder condition. Per coordination with the EOR, the existing light poles will be maintained as is in the current location and not impacted.

Access: Access is maintained as similar in the after condition to existing. Remington Boulevard will be re-connected with two lanes entering and existing the Remington Master Plan Development. Similar roadway widths, turning radii and landscape islands will be maintained in the after condition.

The roadway project will properly restripe the pedestrian walkway, the one-way in signage, street signage, exist striping and turning movement striping.

It should be noted that in the after condition, there is a directional right-turn into Remington Boulevard from westbound traffic along Partin Settlement. As well, there are two directional left-turn lanes in from eastbound traffic along Partin Settlement. The overall four-way lighted intersection will be reconstructed.

Topography Pattern: In the after condition, to the west of Remington Boulevard the topographic pattern is maintained as water will continue sheet flow to a ditch located to the back of sidewalk within the right-of-way. From here, the drainage ditch will take water west along Partin Settlement into reconstructed stormwater connections, similar to existing conditions.



In the after condition, to the east of Remington Boulevard the topographic pattern is maintained as stormwater will continue to sheet flow towards a roadside ditch located within the Partin Settlement Road right-of-way. From here, the drainage ditch will take water to the east along Partin Settlement into reconstructed stormwater connections, similar to existing conditions.

It is our opinion that there are no stormwater or topographic concerns that relate to the subject property in the after conditions, as a result of these acquisitions.

Utilities: Utilities are not affected because of this acquisition. Any utility modifications within the right-of-way will be completed by the Orlando Utilities Commission or Toho Water Authority and reconnected to the development as necessary.

After Conditions Regulatory Opinion

In the after condition, the before condition regulatory opinion is maintained.

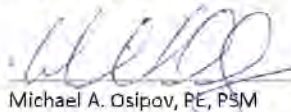
Cure Plan

As a result of the acquisition and based upon the remainder conditions, it is Halff's opinion that a partial Cure Plan will be necessary for the Parent Tract to be maintained whole. The Cure Plan will be to include new irrigation for the new turf areas east and west of Remington Boulevard. As well, the Cure plan will be to re-establish the landscaping that surrounds the existing entry sign as impacted by the Acquisitions.

A detail description of the Cure Plan is as follows:

1. Landscaping along Entry Median
 - a. 94 Shrubs
 - b. T6 Annuals
 - c. Re-establish Irrigation
2. Establish irrigation for Turf areas east and west of Remington Boulevard
 - a. Connect into existing service

Prepared By:

 7.26.2022
Michael A. Osipov, PE, PSM Date

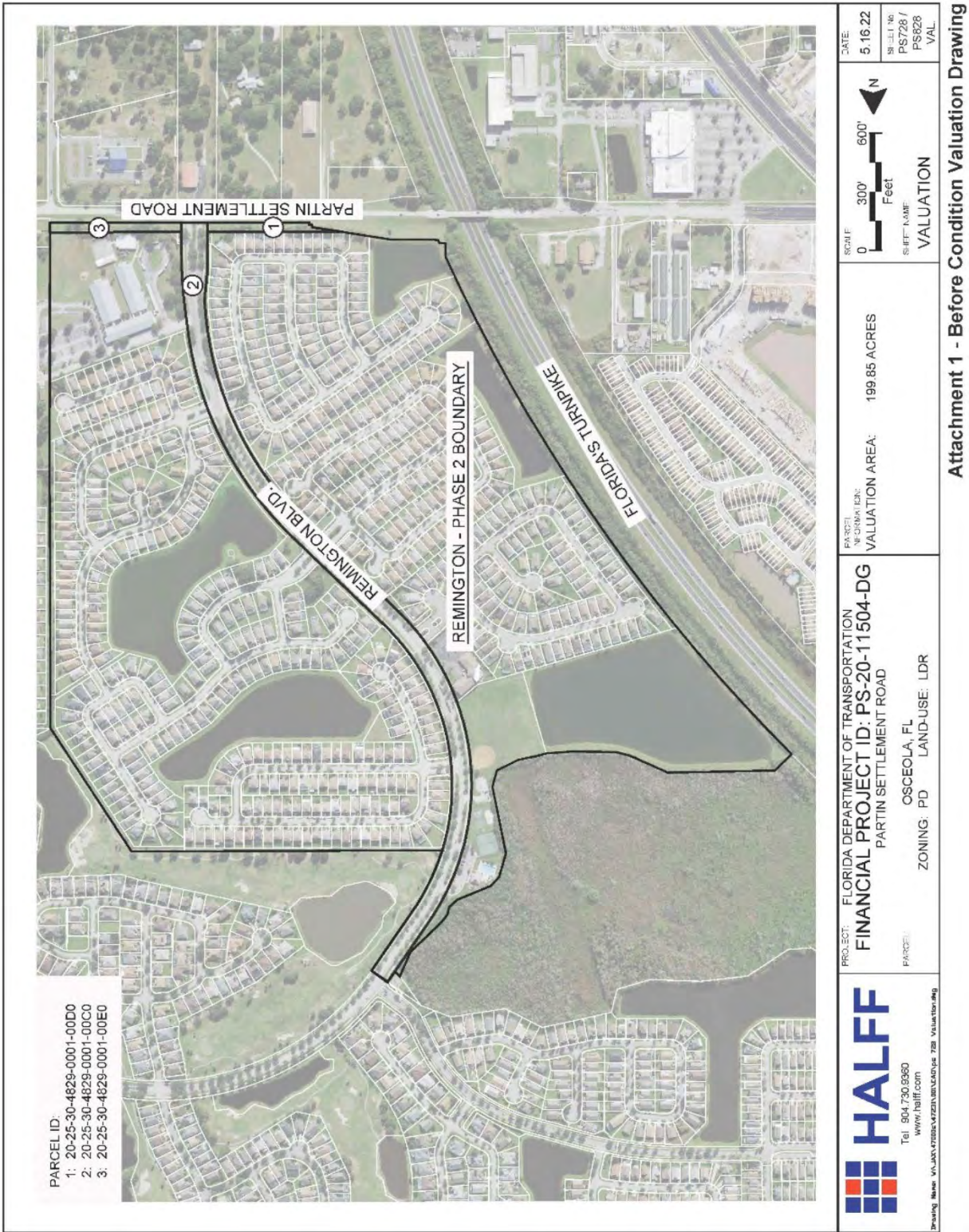
 7.26.2022
Joseph P. Loretta, PLA Date

ATTACHMENTS

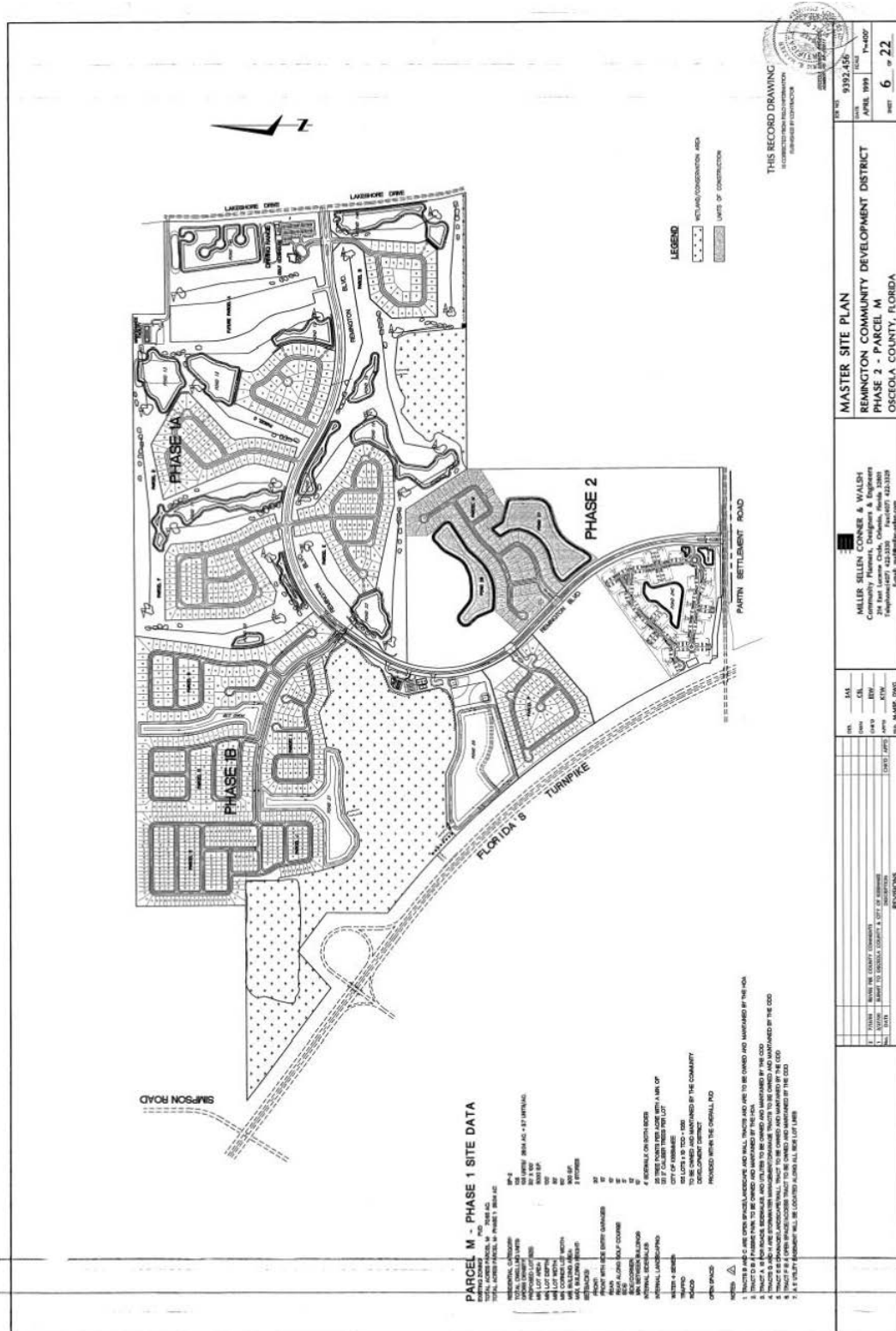
1. Before Condition Valuation Drawing
2. Remington Community CDD Master Site Plan
3. Remington Phase 2 Plat exhibit
4. Acquisition Drawing
5. After Condition Drawing
6. Cure Plan

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Page 10 of 10



Attachment 1 - Before Condition Valuation Drawing



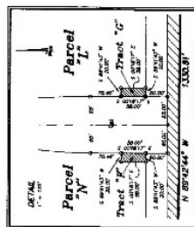
Attachment 2 - Remington Community CDD Master Site Plan

NOTES

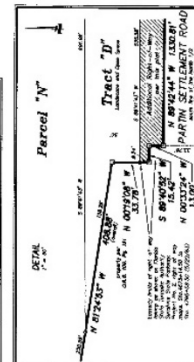
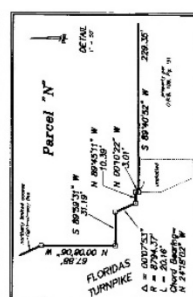
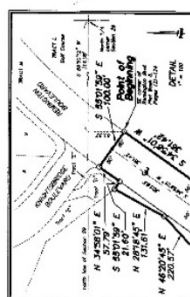
Readings are based on the 1954 and 1955 editions of the *Handbook of Chemistry and Physics*, 35th and 36th editions, respectively, published by the American Chemical Society, Washington, D.C. 20001.

Values not being a reference value.

An access movement across Road 3^a is pointed to a tract "A".

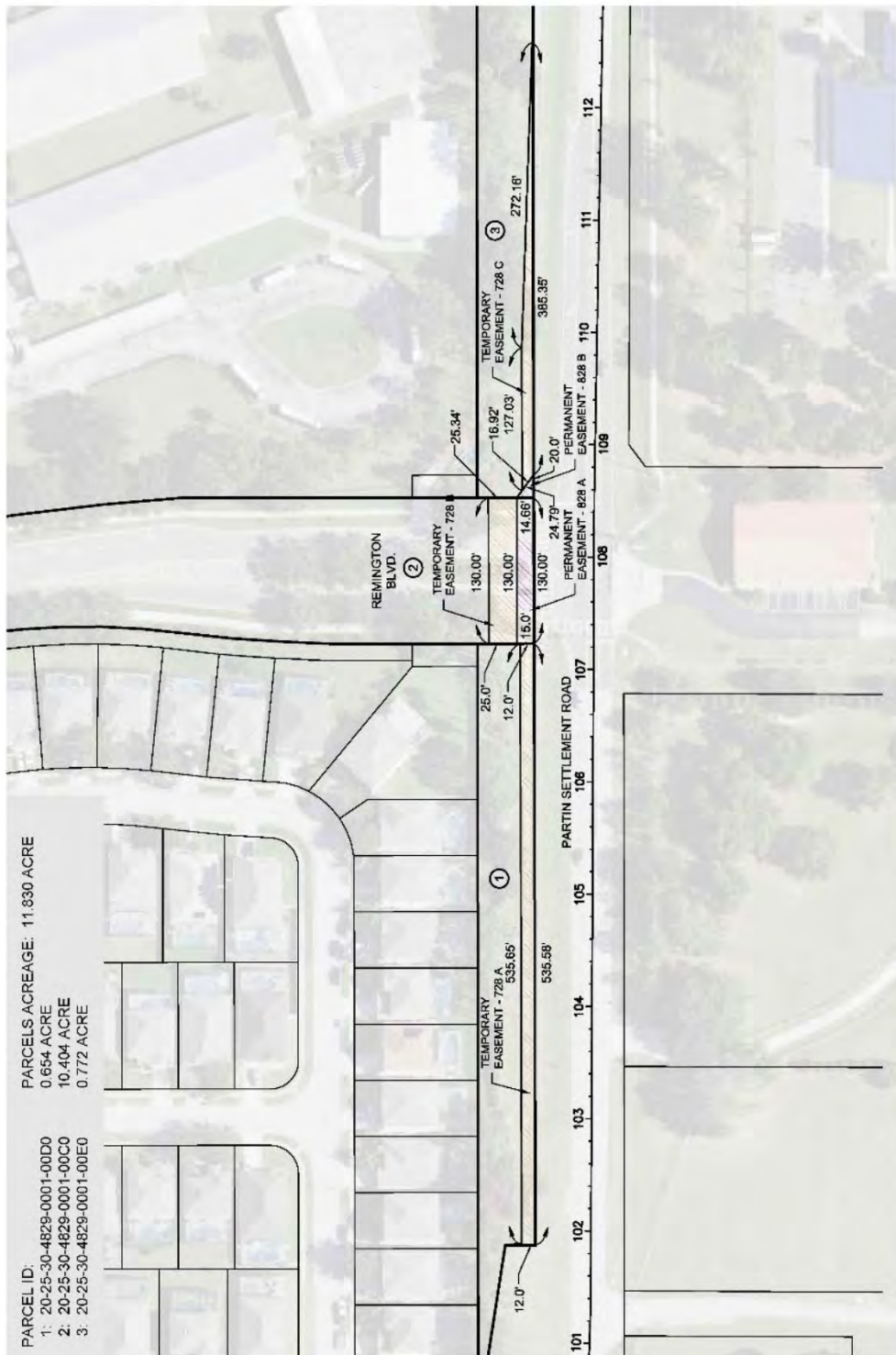


CURVE	RAISED	FLAT	LOWEST	CHORD LENGTH	CHORD BEARING	DELTA
C1	1183.78	1485.37	1800.00	1548.00	S 75° 22' 30" E	9° 20' 30" W
C2	1256.00	1602.30	2044.87	1763.52	S 72° 30' 00" E	9° 20' 30" W
C3	1533.36	1819.07	2494.87	2113.63	S 67° 30' 00" E	9° 20' 30" W
C4	2228.36	2706.49	3594.12	2996.30	S 62° 30' 00" E	9° 20' 30" W
C5	3488.36	4088.82	5594.12	4591.34	S 57° 30' 00" E	9° 20' 30" W
C6	5198.36	5918.82	8094.12	6591.34	S 52° 30' 00" E	9° 20' 30" W
C7	6908.36	7748.82	10594.12	8591.34	S 47° 30' 00" E	9° 20' 30" W
C8	8618.36	9578.82	13094.12	10591.34	S 42° 30' 00" E	9° 20' 30" W
C9	10328.36	11408.82	15594.12	12591.34	S 37° 30' 00" E	9° 20' 30" W
C10	12038.36	13238.82	18094.12	14591.34	S 32° 30' 00" E	9° 20' 30" W
C11	13748.36	15068.82	20594.12	16591.34	S 27° 30' 00" E	9° 20' 30" W
C12	15458.36	16898.82	23094.12	18591.34	S 22° 30' 00" E	9° 20' 30" W
C13	17168.36	18728.82	25594.12	20591.34	S 17° 30' 00" E	9° 20' 30" W
C14	18878.36	20558.82	28094.12	22591.34	S 12° 30' 00" E	9° 20' 30" W
C15	20588.36	22388.82	30594.12	24591.34	S 7° 30' 00" E	9° 20' 30" W
C16	22298.36	24218.82	33094.12	26591.34	S 2° 30' 00" E	9° 20' 30" W
C17	24008.36	26048.82	35594.12	28591.34	S 0° 00' 00" E	9° 20' 30" W
C18	25718.36	27878.82	38094.12	30591.34	S 0° 00' 00" E	9° 20' 30" W
C19	27428.36	29708.82	40594.12	32591.34	S 0° 00' 00" E	9° 20' 30" W
C20	29138.36	31538.82	43094.12	34591.34	S 0° 00' 00" E	9° 20' 30" W
C21	30848.36	33368.82	45594.12	36591.34	S 0° 00' 00" E	9° 20' 30" W
C22	32558.36	35198.82	48094.12	38591.34	S 0° 00' 00" E	9° 20' 30" W
C23	34268.36	37028.82	50594.12	40591.34	S 0° 00' 00" E	9° 20' 30" W
C24	35978.36	38858.82	53094.12	42591.34	S 0° 00' 00" E	9° 20' 30" W
C25	37688.36	40688.82	55594.12	44591.34	S 0° 00' 00" E	9° 20' 30" W
C26	39398.36	42518.82	58094.12	46591.34	S 0° 00' 00" E	9° 20' 30" W
C27	41108.36	44348.82	60594.12	48591.34	S 0° 00' 00" E	9° 20' 30" W
C28	42818.36	46178.82	63094.12	50591.34	S 0° 00' 00" E	9° 20' 30" W
C29	44528.36	48008.82	65594.12	52591.34	S 0° 00' 00" E	9° 20' 30" W
C30	46238.36	49838.82	68094.12	54591.34	S 0° 00' 00" E	9° 20' 30" W
C31	47948.36	51668.82	70594.12	56591.34	S 0° 00' 00" E	9° 20' 30" W
C32	49658.36	53498.82	73094.12	58591.34	S 0° 00' 00" E	9° 20' 30" W
C33	51368.36	55328.82	75594.12	60591.34	S 0° 00' 00" E	9° 20' 30" W
C34	53078.36	57158.82	78094.12	62591.34	S 0° 00' 00" E	9° 20' 30" W
C35	54788.36	58988.82	80594.12	64591.34	S 0° 00' 00" E	9° 20' 30" W
C36	56498.36	60818.82	83094.12	66591.34	S 0° 00' 00" E	9° 20' 30" W
C37	58208.36	62648.82	85594.12	68591.34	S 0° 00' 00" E	9° 20' 30" W
C38	59918.36	64478.82	88094.12	70591.34	S 0° 00' 00" E	9° 20' 30" W



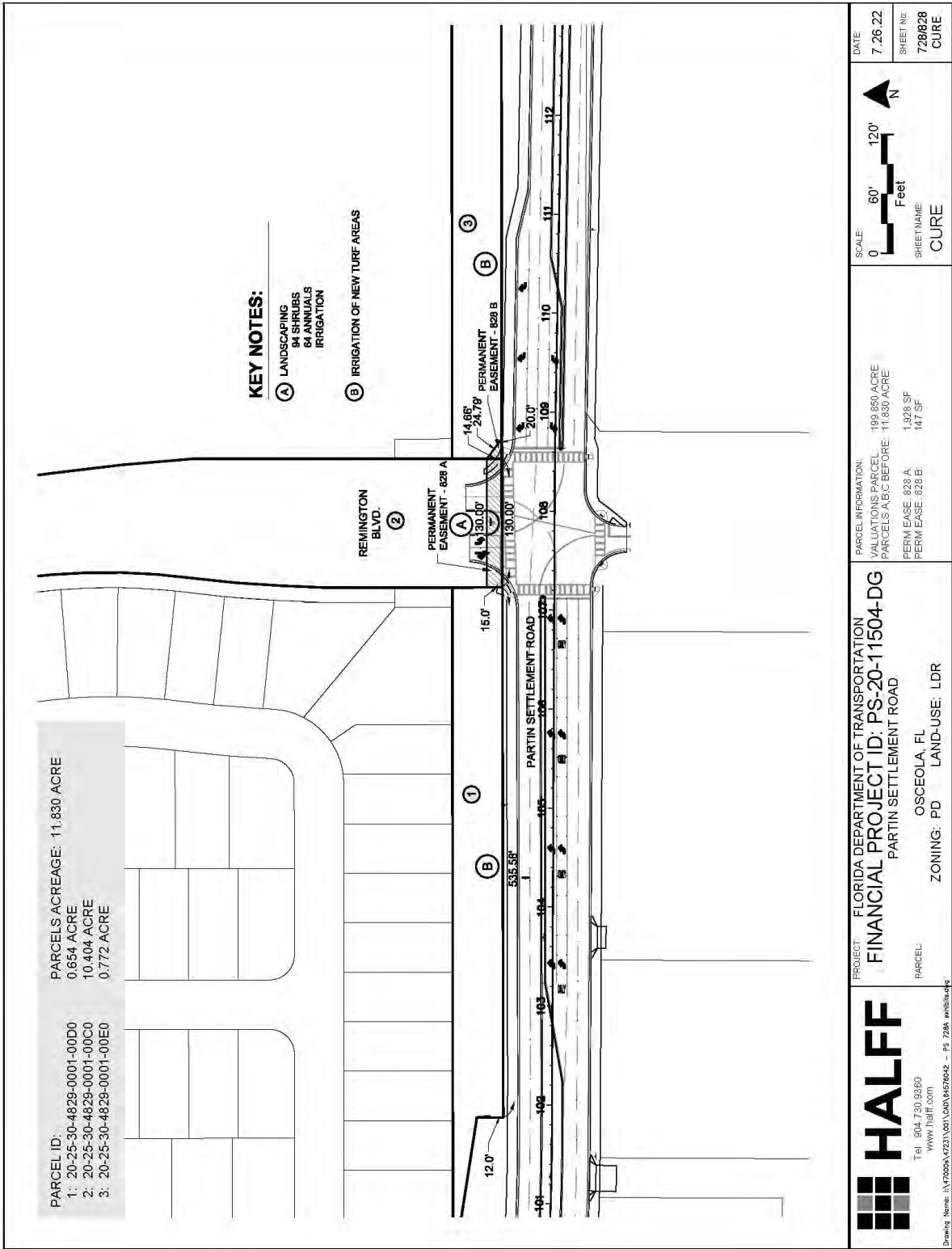
Page 2 of 2

Attachment 3 - Remington Phase 2 Plat Exhibit (2/2)



 <p>Tel 304.730.3360 www.halff.com</p>	<p>PROJECT: FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID: PS-20-11504-DG PARTIN SETTLEMENT ROAD</p> <p>PARCEL: OSCEOLA, FL ZONING: PD LAND-USE: LDR</p>	<p>PARCEL INFORMATION: VALUATIONS PARCEL: 199,850 ACRE PARCELS A,B,C BEFORE: 11,830 ACRE TEMP EASE 728 A: 6,427 SF TEMP EASE 728 B: 3,272 SF TEMP EASE 728 C: 1,002 SF PERM EASE 828 A: 1,002 SF PERM EASE 828 B: 147 SF</p>	<p>DATE: 5.19.22 SHEET No: 728/828 ACQ</p>
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Attachment 4 - Acquisition Drawing



INTRACOASTAL BUILDERS CORP. – GENERAL CONTRACTOR’S REPORT

8/24/22, 5:32 PM

Partin Settlement Rd - Osceola Co - Parcel PS 728 A/B/C - PS 828 A/B

Intracoastal Builders Corporation

Transmittal Letter

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida 32216
Phone 904.509.1345
FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-QA000090

Project:	Partin Settlement Rd - Osceola Co
Parcel/Address:	Parcel PS 728 A/B/C - PS 828 A/B
Reference No:	
IBC Project No:	22007
Date:	7/27/2022

Eminent Valuations
Kristin Soltys, MAI
Cert Gen RZ3227
2202 Curry Ford Rd, Suite C
Orlando, FL 32806

Re: Parcel PS 728 A/B/C - PS 828 A/B
Partin Settlement Rd - Osceola Co

Attached, please find the following estimates and documents as requested by your office. All estimates include General Contractor's General Conditions Costs (Supervision, Cleanup, Layout, Etc.) Overhead and Fees.

Taking Estimate	Parcel PS 728 A
Taking Estimate	Parcel PS 728 B
Taking Estimate	Parcel PS 728 C
Taking Estimate	Parcel PS 828 A
Taking Estimate	Parcel PS 828 B
Cost to Cure Estimate	Parcel PS 728 A/B/C - PS 828 A/B
Cost to Cure Estimate	Parcel PS 728 A/B/C - PS 828 A/B

These estimates were completed in accordance with the following documents and data as listed below:

Partin Settlement - Osceola County, Right of Way Maps
Parcel PS 728 A/B/C PS 828 A/B - Partin Settlement - Osceola County, Engineering and Land Planning Report and Sketches by Halff, Inc.

Give us a call if any additional cost information is required, or if we may be of further assistance.

Sincerely,

Intracoastal Builders Corporation



Matthew L. Reimer
President - FL: CGC062894 GA: GCLT-QA000090

Intracoastal Builders Corporation

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida 32216
 Phone 904.509.1345
 FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-QA000090

Estimate #1 - Parcel PS 728 A - Taking Estimate

Project: Partin Settlement Rd - Osceola Co
Parcel/Address: Parcel PS 728 A/B/C - PS 828 A/B
Reference No:
IBC Project No: 22007
Date: 7/27/2022

Itemized below is our estimated replacement cost, new for improvements located in the taking on the parcel referenced below per the documents listed in the cover letter as described below:

Parcel PS 728 A - (6427 SF) - The items in the TCE include landscaping, irrigation, and a sidewalk. GC's P&O included at 15% and Soft Costs included at 15%.

The below costs include a general contractor's general conditions costs, overhead, fee, design fees and permits.

Description	Quantity	Unit Cost	Extension
1. Sidewalk - Including Fine Grading	2915 SF	\$7.48 SF	\$21,804.20
2. Irrigation - Grass & Beds	3512 SF	\$1.62 SF	\$5,689.44
3. Improvement In Easement - Grass - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	3512 SF	\$0.00 SF	\$0.00
Total:			\$27,493.64
Engineering and Permit Fees:			15% \$4,124.05
Contingency:			0% \$0.00
Total:			\$31,617.69

Estimate ID: 72595 | Project ID: 68256

Intracoastal Builders Corporation**Estimate #2 - Parcel PS 728 B - Taking Estimate**

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida 32216

Phone 904.509.1345

FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-QA000090

Project:	Partin Settlement Rd - Osceola Co
Parcel/Address:	Parcel PS 728 A/B/C - PS 828 A/B
Reference No:	
IBC Project No:	22007
Date:	7/27/2022

Itemized below is our estimated replacement cost, new for improvements located in the taking on the parcel referenced below per the documents listed in the cover letter as described below:

Parcel PS 728 B - (3272 SF) - The items in the TCE include landscaping, irrigation, sidewalk and a roadway. GC's P&O included at 15% and Soft Costs included at 15%.

The below costs include a general contractor's general conditions costs, overhead, fee, design fees and permits.

Description	Quantity	Unit Cost	Extension
1. Landscaping - Bush - Medium Bush / Shrub - Including mulch bed	80 EA	\$54.60 EA	\$4,368.00
2. Irrigation - Grass & Beds	1420 SF	\$1.62 SF	\$2,300.40
3. Improvement In Easement - Driveway / Parking Area - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	1410 SF	\$0.00 SF	\$0.00
4. Improvement In Easement - Curbing - To be replaced by roadway contractor if damaged or disturbed in as good or better condition	100 LF	\$0.00 LF	\$0.00
5. Improvement In Easement - Pavement Striping & Markings - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	1 LS	\$0.00 LS	\$0.00
6. Improvement In Easement - Sidewalk - To be replaced by roadway contractor if damaged or disturbed in as good or better condition	342 SF	\$0.00 SF	\$0.00
7. Improvement In Easement - Sign - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	1 EA	\$0.00 EA	\$0.00
8. Improvement In Easement - Grass - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	940 SF	\$0.00 SF	\$0.00
Total:			\$6,668.40
Engineering and Permit Fees:			15% \$1,000.26
Contingency:			0% \$0.00
Total:			\$7,668.66

Estimate ID: 72596 | Project ID: 68256

Intracoastal Builders Corporation**Estimate #3 - Parcel PS 728 C - Taking Estimate**

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida 32216
 Phone 904.509.1345
 FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-QA000090

Project: Partin Settlement Rd - Osceola Co
Parcel/Address: Parcel PS 728 A/B/C - PS 828 A/B
Reference No:
IBC Project No: 22007
Date: 7/27/2022

Itemized below is our estimated replacement cost, new for improvements located in the taking on the parcel referenced below per the documents listed in the cover letter as described below:

Parcel PS 728 C - (2562 SF) - The items in the TCE include landscaping, irrigation, and a sidewalk. GC's P&O included at 15% and Soft Costs included at 15%.

The below costs include a general contractor's general conditions costs, overhead, fee, design fees and permits.

Description	Quantity	Unit Cost	Extension
1. Sidewalk - Including Fine Grading	1470 SF	\$7.48 SF	\$10,995.60
2. Irrigation - Grass & Beds	1092 SF	\$1.62 SF	\$1,769.04
3. Improvement In Easement - Grass - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	1092 SF	\$0.00 SF	\$0.00
Total:			\$12,764.64
Engineering and Permit Fees:			15% \$1,914.70
Contingency:			0% \$0.00
Total:			\$14,679.34

Estimate ID: 72597 | Project ID: 68256

Intracoastal Builders Corporation**Estimate #4 - Parcel PS 828 A - Taking Estimate**

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida 32216

Phone 904.509.1345

FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-QA000090

Project: Partin Settlement Rd - Osceola Co
Parcel/Address: Parcel PS 728 A/B/C - PS 828 A/B
Reference No:
IBC Project No: 22007
Date: 7/27/2022

Itemized below is our estimated replacement cost, new for improvements located in the taking on the parcel referenced below per the documents listed in the cover letter as described below:

Parcel PS 828 A - (1928 SF) - The items in the PE include landscaping, irrigation, a sidewalk and a roadway. GC's P&O included at 15% and Soft Costs included at 15%.

The below costs include a general contractor's general conditions costs, overhead, fee, design fees and permits.

Description	Quantity	Unit Cost	Extension
1. Asphalt Paving - Includes minor site preparation, fine grading, and base	378 SF	\$5.85 SF	\$2,211.30
2. Concrete Curbing - Including Backfill & Grading	146 LF	\$38.84 LF	\$5,670.64
3. Pavement Markings & Signs - Miscellaneous Directional/Parking Signs	2 EA	\$585.00 EA	\$1,170.00
4. Pavement Markings & Signs - Stop Bar - Thermoplastic	27 LF	\$13.52 LF	\$365.04
5. Pavement Markings & Signs - Pavement Striping - Hatching	138 SF	\$0.45 SF	\$62.10
6. Sidewalk - Including Fine Grading	134 SF	\$7.48 SF	\$1,002.32
7. Grass - Sod, including minor fine grading and prep	543 SF	\$1.23 SF	\$667.89
8. Landscaping - Bush - Small Bush / Shrub - Including mulch bed	14 EA	\$33.80 EA	\$473.20
9. Landscaping - Planting - Flower	64 EA	\$2.60 EA	\$166.40
10. Irrigation - Grass & Beds	1163 SF	\$1.62 SF	\$1,884.06
11. **** Denotes Municipal / Utility Improvements located on the refereced parcel within the aquisition area	1	\$0.00	\$0.00
12. **** Pavement Markings & Signs - Crosswalk & Signage	1 LS	\$0.00 LS	\$0.00
13. Improvement In Easement - Pavers - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	650 SF	\$0.00 SF	\$0.00
14. Improvement In Easement - Light Pole - To be replaced by roadway contractor if damaged or disturbed in as good or better condition.	2 EA	\$0.00 EA	\$0.00
Total:			\$13,672.95
Engineering and Permit Fees:			15% \$2,050.94
Contingency:			0% \$0.00
Total:			\$15,723.89

Estimate ID: 72598 | Project ID: 68256

Intracoastal Builders Corporation**Estimate #5 - Parcel PS 828 B - Taking Estimate**

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida 32216

Phone 904.509.1345

FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-QA000090

Project:	Partin Settlement Rd - Osceola Co
Parcel/Address:	Parcel PS 728 A/B/C - PS 828 A/B
Reference No:	
IBC Project No:	22007
Date:	7/27/2022

Itemized below is our estimated replacement cost, new for improvements located in the taking on the parcel referenced below per the documents listed in the cover letter as described below:

Parcel PS 828 B - (147 SF) - The items in the PE include landscaping, irrigation, and a sidewalk GC's P&O included at 15% and Soft Costs at 15%.

The below costs include a general contractor's general conditions costs, overhead, fee, design fees and permits.

Description	Quantity	Unit Cost	Extension
1. Sidewalk - Including Fine Grading	65 SF	\$7.48 SF	\$486.20
2. Grass - Sod, including minor fine grading and prep	82 SF	\$1.23 SF	\$100.86
3. Irrigation - Grass & Beds	82 SF	\$1.62 SF	\$132.84
Total:			\$719.90
Engineering and Permit Fees: 15%			\$107.99
Contingency: 0%			\$0.00
Total:			\$827.89

Estimate ID: 72599 | Project ID: 68256

Intracoastal Builders Corporation

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida
 32216
 Phone 904.509.1345
 FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-
 QA000090

**Estimate #6 - Parcel PS 728 A/B/C - PS 828 A/B - Cost to
 Cure**

Project: Partin Settlement Rd - Osceola Co
Parcel/Address: Parcel PS 728 A/B/C - PS 828 A/B
Reference No:
IBC Project No: 22007
Date: 7/27/2022

Itemized below is our bid to perform all cost-to-cure work on the parcel referenced below per the documents listed in the cover letter and as described below:

Parcel PS 728 A/B/C - PS 828 A/B - This bid includes costs to cap and modify irrigation outside the TCE's during construction. GC's P&O included at 20% and Soft Costs at 20%.

The below costs include a general contractor's general conditions costs, overhead, and fees. The below amount shall be considered as a firm bid for the performance of the work if accepted and the work is completed within 365 days from the above date.

Description	Quantity	Unit Cost	Extension
1. Irrigation - Locate and modify remainder irrigation system outside of the take and TCE during the construction period	1 LS	\$3,500.00 LS	\$3,500.00
2. Construction Staking & Layout	4 HR	\$266.00 HR	\$1,064.00
Total:			\$4,564.00
Engineering and Permit Fees:			15% \$684.60
Contingency:			15% \$684.60
Total:			\$5,933.20

Estimate ID: 72600 | Project ID: 68256

Intracoastal Builders Corporation

8833 Perimeter Park Boulevard, #302, Jacksonville, Florida
 32216
 Phone 904.509.1345
 FL: CGC062894 / CPC1457185 / CVC56873 GA: GCLT-
 QA000090

Estimate #7 - Parcel PS 728 A/B/C - PS 828 A/B - Cost to Cure

Project: Partin Settlement Rd - Osceola Co
Parcel/Address: Parcel PS 728 A/B/C - PS 828 A/B
Reference No:
IBC Project No: 22007
Date: 7/27/2022

Itemized below is our bid to perform all cost-to-cure work on the parcel referenced below per the documents listed in the cover letter and as described below:

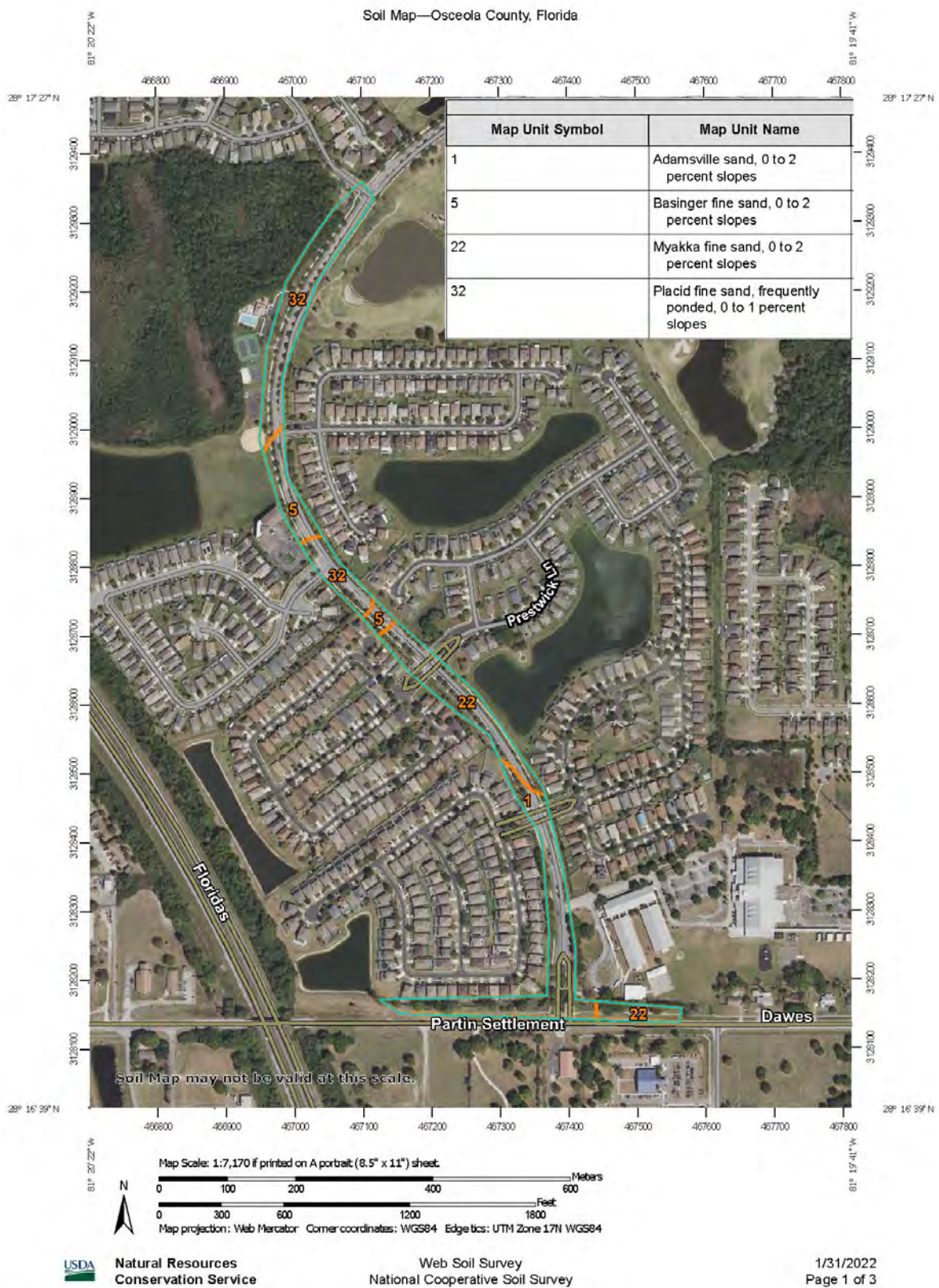
Parcel PS 728 A/B/C - PS 828 A/B - This bid includes costs to re-establish landscaping and irrigation. GC's P&O included at 20% and Soft Costs included at 20%.

The below costs include a general contractor's general conditions costs, overhead, and fees. The below amount shall be considered as a firm bid for the performance of the work if accepted and the work is completed within 365 days from the above date.




Description	Quantity	Unit Cost	Extension
1. Landscaping Repair Allowance - Repair damaged sod/landscaping from construction activity	1 LS	\$2,100.00 LS	\$2,100.00
2. Landscaping - Bush - Small Bush / Shrub - Including mulch bed	14 EA	\$36.40 EA	\$509.60
3. Landscaping - Bush - Medium Bush / Shrub - Including mulch bed	80 EA	\$58.80 EA	\$4,704.00
4. Landscaping - Planting - Flower	64 EA	\$2.80 EA	\$179.20
5. Irrigation - Locate & cap / modify irrigation system to accommodate new construction	1 LS	\$1,400.00 LS	\$1,400.00
6. Irrigation - Grass & Beds	7269 SF	\$1.75 SF	\$12,720.75
7. Construction Staking & Layout	8 HR	\$266.00 HR	\$2,128.00
Total:			\$23,741.55
Engineering and Permit Fees:			15% \$3,561.23
Contingency:			15% \$3,561.23
Total:			\$30,864.02

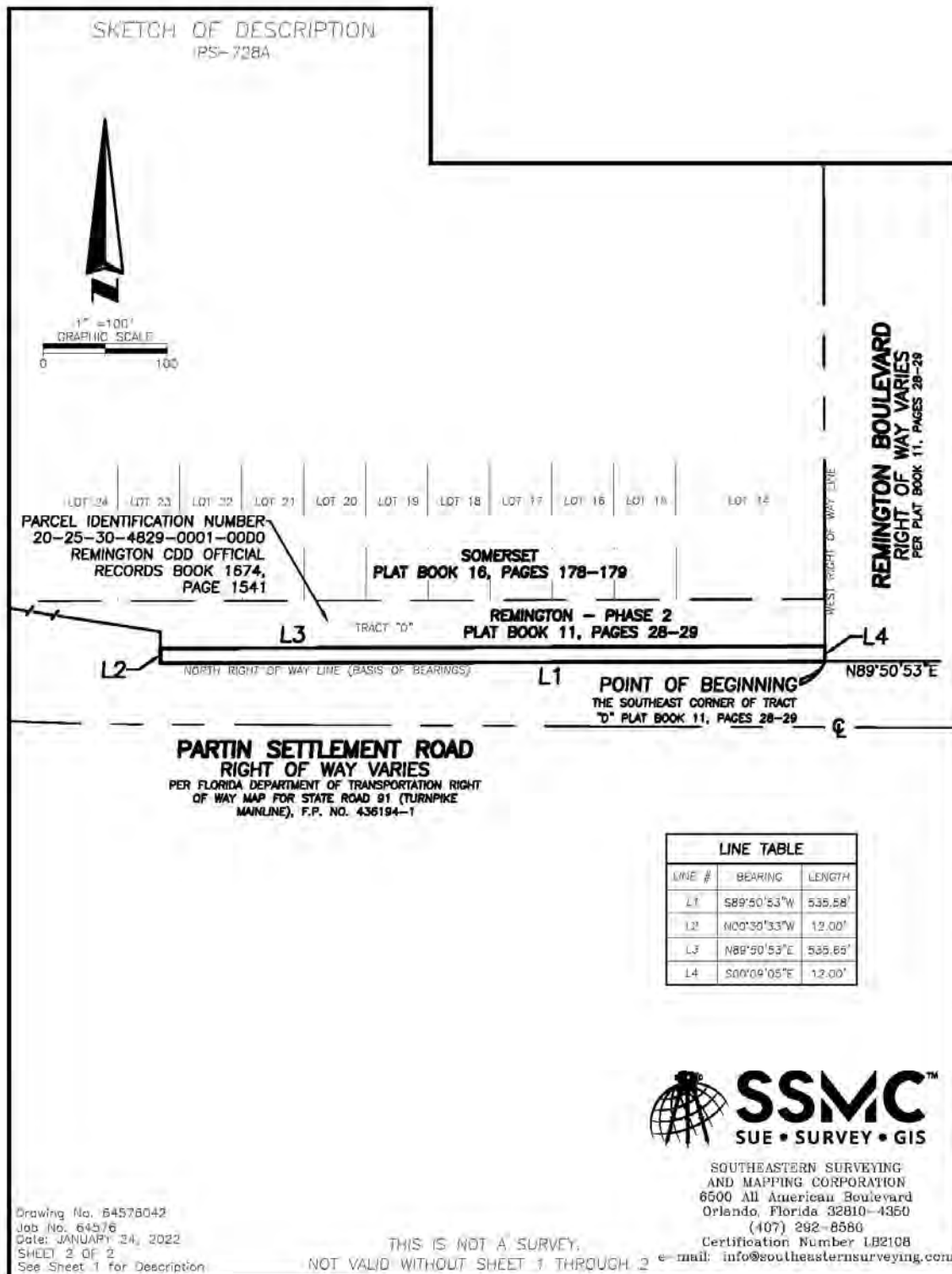
Estimate ID: 72601 | Project ID: 68256

USDA WEB SOIL SURVEY



SKETCH OF DESCRIPTION(S)

DESCRIPTION PS-728A																	
<p>A portion of Tract "D", Remington — Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:</p> <p>Beginning at the Southeast corner of Tract "D", Remington — Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the POINT OF BEGINNING; thence the following two (2) courses and distances along the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1: South 89°50'53" West, a distance of 535.58 feet; North 00°30'33" West, a distance of 12.00 feet; thence departing said North right of way line North 89°50'53" East, a distance of 535.65 feet, to a point on the West right of way line of Remington Boulevard per said Remington — Phase 2; thence South 00°09'05" East, a distance of 12.00 feet along said West right of way line to the POINT OF BEGINNING.</p> <p>Containing 6,427 square feet more or less.</p>																	
<p><u>SURVEYOR'S REPORT:</u></p> <p>1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being North 89°50'53" East (assumed).</p> <p>2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.</p>																	
DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">Date: JANUARY 24, 2022 DR</td> <td colspan="2" style="padding: 2px;">Certification Number LB2108 64576042</td> </tr> <tr> <td style="padding: 2px;">Job Number: 64576</td> <td style="padding: 2px;">Scale: 1" = 100'</td> <td colspan="2" rowspan="3" style="text-align: center; vertical-align: middle; padding: 10px;">  SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288 </td> <td colspan="2"></td> </tr> </table>	Date: JANUARY 24, 2022 DR		Certification Number LB2108 64576042		Job Number: 64576	Scale: 1" = 100'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com		Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288			
Date: JANUARY 24, 2022 DR		Certification Number LB2108 64576042															
Job Number: 64576	Scale: 1" = 100'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com															
Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.																	
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH																	
EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288																	



DESCRIPTION
PS-728B


A portion of Tract "C", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Tract "D", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington - Phase 2 to the **POINT OF BEGINNING**; thence continuing along said West right of way line, North 00°09'05" West, a distance of 25.00 feet; thence departing said West right of way line North 89°50'53" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 25.34 feet along said East right of way line; thence departing said East right of way line North 90°00'00" West, a distance of 130.00 feet to the **POINT OF BEGINNING**.

Containing 3,272 square feet more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being North 89°50'53" East (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying, Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		Certification Number LB210864576044 - PS 728B  SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8590 e-mail: info@southeasternsurveying.com
	Job Number: 64576	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
		EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288	

SKETCH OF DESCRIPTION
PS-728B



SOMERSET
PLAT BOOK 16, PAGES 178-179
(1) 14

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28-29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "D"
POINT OF BEGINNING

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF COMMENCEMENT
THE SOUTHEAST CORNER OF TRACT "D"
PLAT BOOK 11, PAGES 28-29

TRACT "C"
WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28-29

TRACT "C"

N89°50'53"E 130.00'

N90°00'00"W 130.00'

EAST RIGHT OF WAY LINE

TRACT "B"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD
OFFICIAL RECORDS BOOK 1674, PAGE 1541
REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28-29

TRACT "E"

N89°50'53"E

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	15.00'
L2	N00°08'05"W	25.00'
L3	S00°09'05"E	25.34'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436184-1



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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 262-8580

Certification Number 182108

Drawing No. 64576044 - PS-728B
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-728C


A portion of Tract "E", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Tract "E", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida; thence North 00°09'05" West, a distance of 10.00 feet along the East right of way line of Remington Boulevard per said Remington - Phase 2; thence departing said East right of way line North 89°50'53" East, a distance of 6.35 feet to the **POINT OF BEGINNING**; thence the following tow (2) courses and distances: North 89°50'53" East, a distance of 127.03 feet; South 88°02'46" East, a distance of 272.16 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 385.35 feet along said North right of way line; thence departing said North right of way line North 53°55'08" West, a distance of 16.92 feet to the **POINT OF BEGINNING**.

Containing 2,562 square feet more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being North 89°50'53" East (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		Certification Number LB2108 64576046	
	Job Number: 64576	Scale: 1" = 60'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288	

SKETCH OF DESCRIPTION
IPS-7286



REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28-29

EAST RIGHT OF WAY LINE
TRACT "C"

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28-29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS BOOK 1674, PAGE 1541

L2 POINT OF BEGINNING
N89°50'53"E 127.03'

S88°02'46"E 272.16'

S89°50'53"W 385.35'

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

N89°50'53"E

POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF TRACT "E"
PLAT BOOK 11, PAGES 28-29

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'00"W	10.00'
L2	N89°50'53"E	6.55'
L3	N53°55'08"W	18.90'



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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

Drawing No. 64578046
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

DESCRIPTION
PS-828A


A portion of Tract "C", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Tract "D", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 15.00 feet along the West right of way line of Remington Boulevard per said Remington - Phase 2 ; thence departing said West right of way line North 90°00'00" East, a distance of 130.00 feet to a point on the East right of way line of said Remington Boulevard; thence South 00°09'05" East, a distance of 14.66 feet along said East right of way line, to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 130.00 feet along said North right of way line to the **POINT OF BEGINNING**.

Containing 1,928 square feet more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being North 89°50'53" East (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		Certification Number LB2108 64576043
	Job Number: 64576	Scale: 1" = 40'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288

SKETCH OF DESCRIPTION IPS-828A

SOMERSET
PLAT BOOK 18, PAGES 178-179

(9) 14

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28-29
PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

TRACT "D"

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
THE SOUTHEAST CORNER OF TRACT
"D" PLAT BOOK 11, PAGES 28-29

TRACT "F"

WEST RIGHT OF WAY LINE

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28-29

N90°00'00"E 130.00'

S89°50'53"W 130.00'

EAST RIGHT OF WAY LINE

TRACT "G"

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28-29

TRACT "E"

N89°50'53"E

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-0000
REMINGTON CDD
OFFICIAL RECORDS
BOOK 1674, PAGE 1541

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'06"W	15.00'
L2	S00°09'05"E	14.66'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1

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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 64578043
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

DESCRIPTION
PS-8288


A portion of Tract "E", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Tract "E", Remington - Phase 2, according to the plat thereof, as recorded in Plat Book 11, Pages 28 and 29, of the public records of Osceola County, Florida, said point being the **POINT OF BEGINNING**; thence North 00°09'05" West, a distance of 14.66 feet along the East right of way line of Remington Boulevard per said Remington - Phase 2; thence departing said East right of way line South 53°58'08" East, a distance of 24.79 feet to a point on the North right of way line of Partin Settlement Road, per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1; thence South 89°50'53" West, a distance of 20.00 feet along said North right of way line to the **POINT OF BEGINNING**.

Containing 147 square feet more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Partin Settlement Road per Florida Department of Transportation Right of Way map for State Road 91 (Turnpike Mainline), F.P. No. 436194-1, being North 89°50'53" East (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR REMINGTON CDD OSCEOLA COUNTY	Date: JANUARY 24, 2022 DR		Certification Number LB2108 64576045
	Job Number: 64576	Scale: 1" = 40'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
			EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288

SKETCH OF DESCRIPTION
IPS-828B



REMINGTON - PHASE 2
PLAT BOOK 11, PAGES 28-29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00L2
EDUCATION FOUNDATION OF OSCEOLA INC
OFFICIAL RECORDS BOOK 1674, PAGE 1541

REMINGTON BOULEVARD
RIGHT OF WAY VARIES
PER PLAT BOOK 11, PAGES 28-29

PARCEL IDENTIFICATION NUMBER
20-25-30-4829-0001-00E0
REMINGTON CDD OFFICIAL RECORDS
BOOK 1674, PAGE 1541

NORTH RIGHT OF WAY LINE (BASIS OF BEARINGS)

POINT OF BEGINNING
THE SOUTHWEST CORNER OF TRACT
"E" PLAT BOOK 11, PAGES 28-29

EAST RIGHT OF WAY LINE

TRACT "D"

TRACT "E"

N89°50'53"E

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°09'05"W	14.68'
L2	S63°55'08"E	28.79'
L3	S89°50'53"W	20.00'

PARTIN SETTLEMENT ROAD
RIGHT OF WAY VARIES
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT
OF WAY MAP FOR STATE ROAD 91 (TURNPIKE
MAINLINE), F.P. NO. 436194-1



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

Drawing No. 154578045
Job No. 64576
Date: JANUARY 24, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

LAST INSTRUMENT OF CONVEYANCE

This instrument prepared by and
after recording return to:

Michael J. Sheahan, Esquire
Godbold, Downing, Sheahan & Bill, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT 6P

CL 99163644 OR 1674/1541
DLR Date 11/17/1999 Time 10:43:39
DOC STAMPS: 0.70

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

DEED

This Deed is executed and delivered on the 29th day of October,
1999, by **ALEXANDER M. WELLS, PRESTON M. WELLS, JR., HAZEL S. WELLS,
PRESTON WELLS, III, CLYDE A WELLS and REMINGTON PARTNERSHIP**, a
Florida general partnership, whose address is 2699 Remington Boulevard, Kissimmee,
Florida 34744, hereinafter collectively called the Grantor, to **REMINGTON
COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government
organized and existing under Chapter 190, Florida Statutes, whose address is 2699
Remington Boulevard, Kissimmee, Florida 34744, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby conveys,
remises, releases and quitclaims unto the Grantee, all right, title, interest and claim
which Grantor has in and to that certain land situate in Osceola County, Florida, more
particularly described as follows:

Tracts B, C, D, E, F and G, Remington - Phase 2,
according to the Plat thereof recorded in Plat Book 11,
Pages 28 and 29, of the Public Records of Osceola County,
Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto
belonging or in anywise appertaining.

The land conveyed hereunder does not constitute the homestead of any of the
Grantors. By execution hereof, each of the parties identified collectively as the Grantor
acknowledge and confirm that they have their place of residence elsewhere in the State
of Florida.

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

RETURN TO
FIRST AMERICAN TITLE
BEVERLY BOGGS
2233 Lee Road #101
WINTER PARK, FL 32789

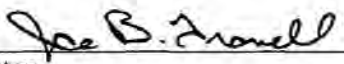
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

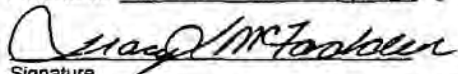
Signed, sealed and delivered
in our presence:

REMINGTON PARTNERSHIP, a
Florida general partnership

By: TW REMINGTON, INC., a
Florida corporation,
general partner

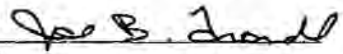
BY: 
John L. Webb, President

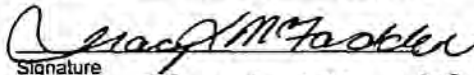

Signature
Print Name: JOE B. TRAMMELL


Signature
Print Name: Tracy L. McFadden

By: LWL REMINGTON, INC., a
Florida corporation
general partner

BY: 
Larry W. Lucas, President


Signature
Print Name: JOE B. TRAMMELL


Signature
Print Name: Tracy L. McFadden

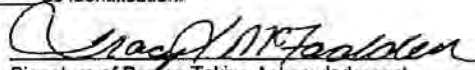
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of October, 1999, by John L. Webb, the President of TW Remington, Inc., a Florida corporation and general partner of Remington Partnership. He ☒ is personally known to me or ☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW




Signature of Person Taking Acknowledgment
Notary Public

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27th day of October, 1999, by Larry W. Lucas, the President of LWL Remington, Inc., a Florida corporation and general partner of Remington Partnership. He ☒ is personally known to me or ☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW



Tracy L. McFadden
Commission # CO 807354
Expires Feb. 7, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tracy L. McFadden
Signature of Person Taking Acknowledgment
Notary Public

Signature

Print Name:

R. O'Brien
R. O'BRIEN
Tracy L. McFadden
Tracy L. McFadden

Alexander M. Wells
Alexander M. Wells

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 24th day of September, 1999, by Alexander M. Wells. He ☒ is personally known to me or ☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW



Tracy L. McFadden
Commission # CO 807354
Expires Feb. 7, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tracy L. McFadden
Signature of Person Taking Acknowledgment
Notary Public

R. O'Brien
Signature
Print Name: R. O'BRIEN
Tracy L. McFadden
Signature
Print Name: Tracy L. McFadden

Preston M. Wells, Jr.
Preston M. Wells, Jr.


CL 99163644

DR 1674/1544

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28th day of September 1999, by Preston M. Wells, Jr. He
☒ is personally known to me or
☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW
 Tracy L. McFadden
Commission # 00 807334
Expires Feb. 7, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tracy L. McFadden
Signature of Person Taking Acknowledgment
Notary Public

R. O'Brien
Signature
Print Name: R. O'BRIEN
Tracy L. McFadden
Signature
Print Name: Tracy L. McFadden

Hazel S. Wells
Hazel S. Wells

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28th day of September 1999, by Hazel S. Wells. She
☒ is personally known to me or
☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW

 Tracy L. McFadden
Commission # 00 807334
Expires Feb. 7, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tracy L. McFadden
Signature of Person Taking Acknowledgment
Notary Public

R. O'Brien
Signature
Print Name: R. O'BRIEN

Preston Wells, III
Signature
Print Name: Preston Wells, III

Tracy L. McFadden
Signature
Print Name: Tracy L. McFadden

CL 99163644

OR 1674/1545

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28th day of September, 1999, by Preston Wells, III. He
☒ is personally known to me or
☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW



Tracy L. McFadden
Commission # 00807354
Expires Feb. 7, 2003
Bonded by
Atlantic Bonding Co.

Tracy L. McFadden
Signature of Person Taking Acknowledgment
Notary Public

CL 99163644

OR 1674/1546

Joe B. Trammel
Signature
Print Name: JOE B. TRAMMEL

Clyde A. Wells
Signature
Print Name: Clyde A. Wells

Tracy L. McFadden
Signature
Print Name: Tracy L. McFadden

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by Clyde A. Wells. He ☒ is personally known to me or ☐ has produced _____ as identification.

IMPRINT NOTARY PUBLIC
RUBBER STAMP SEAL BELOW



Tracy L. McFadden
Commission # 00807394
Expires Feb. 7, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tracy L. McFadden
Signature of Person Taking Acknowledgment
Notary Public

PROPERTY OWNER CONTACT LETTER



Eminent
Valuations

2202 Curry Ford Road
Suite C
Orlando, Florida 32806

February 16, 2022

CERTIFIED MAIL NO.
7021 0950 0001 1472 2605

Remington CDD
C/O Governmental Management Services
219 East Livingston Street
Orlando, FL 32801-1508

RE: Appraisal of: Parcel 728/828
Property Location: 2751 Partin Settlement Road, Kissimmee, FL 34744
County Road: Partin Settlement Road
County: Osceola
Contract No.: PS-20-11573-RJ

Sir or Madame:

Shutts & Bowen LLP as an Authorized Agent of the Osceola County Board of County Commissioners has engaged my firm to prepare an appraisal of the above-identified property, which is under your ownership. The purpose of the appraisal is to develop and report an opinion of market value for the portion of the property Osceola County needs to acquire in connection with the Partin Settlement Road right-of-way widening and improvement project.

I have reserved Monday, February 28, 2022, to perform a field inspection of the property. If you or a representative wish to be present, please call me at the phone number listed below between the hours of 9:00 a.m. and 5:00 p.m. to schedule an appointment. If I am unavailable, you may also schedule an appointment with either Kathrine Tribbey or Jessica Martinez, who are both appraisal trainees that are assisting with this project.

Please be advised that a review appraiser, right of way specialist, general contractor, engineer, land planner, and an appraisal trainee may also be in attendance.

I look forward to hearing from you at your earliest convenience.

Sincerely,

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227
Owner/Principal Appraiser

Tracking Number: 70210950000114722605

Your item was delivered to an individual at the address of 219 East Livingston Street, Orlando, FL 32801.

USPS Tracking Plus[®] Available

Status

✓ Delivered, Left with Individual

February 19, 2022 at 12:01 pm
ORLANDO, FL 32801

Get Updates

Delivered

kristin@eminentvaluations.com

(321) 445-1767

www.eminentvaluations.com

APPRAISER'S QUALIFICATIONS

KRISTIN L. SOLTYS, MAI PROFESSIONAL QUALIFICATIONS

CONTACT INFORMATION

Owner/Principal Appraiser
Eminent Valuations, PLLC
2202 Curry Ford Road, Suite C
Orlando, Florida 32806

Office Phone: (321) 445-1767
Cell Phone: (321) 947-2561
E-Mail: kristin@eminentvaluations.com
Web Site: www.eminentvaluations.com

GENERAL EDUCATION

University of Central Florida – Bachelor of Science in Business Administration, Real Estate, 2011
Daytona Beach Community College – Associate of Arts with Honors, Politics and Economics, 2004

APPRAISAL EDUCATION

- Licensed Residential Appraiser Course (2003)
- GIS, Graphics, FTP, & other software (2004)
- Limited Appraisals & the Scope of Work (2004)
- Does My Report Comply with USPAP? (2004)
- Residential Construction (2004)
- Basic Appraisal Principles (2005)
- Basic Appraisal Procedures (2005)
- Basic Income Capitalization (2006)
- 15 Hour National USPAP Course (2006)
- Real Estate Finance Statistics & Valuation Modeling (2007)
- Office Building Valuation Seminar (2008)
- FL Supervisor/Trainee Roles & Relationships (2010)
- FDOT Advanced Appraisal Review (2010)
- Business Practices and Ethics (2010)
- AI Webinar: Understanding the Loan Quality Initiative & Residential Collateral Data Delivery (2011)
- Advanced Highest and Best Use and Market Analysis (2012)
- Report Writing & Case Studies (2012)
- Marketability Studies: The Six-Step Processes & Basic Application (2012)
- Complex Litigation Appraisal Case Studies (2013)
- Litigation Appraising: Specialized Topics & Applications (2014)
- Advanced Concepts and Case Studies (2014)
- Advanced Income Capitalization (2014)
- Ted Whitmer's Comprehensive Review Course (2016)
- Condemnation Appraising - Principles & Applications (2016)
- General Demonstration of Knowledge – Capstone (2017)
- The Appraiser as an Expert Witness: Preparation and Testimony (2018)
- Appraisal Institute Comprehensive Examination (2018)
- FDOT Appraisal Review Course Part B (2018)
- Appraisal Institute Real Estate Forum (2018)
- Appraisal Institute Real Estate Forum (2019)
- Business Practices and Ethics (2019)
- National 7 Hour USPAP Update (2020)
- Florida Appraisal Laws and Regulations (2020)
- Measure it Right – Using the ANSI-Z765-2013 Standard for Residential Properties (2020)
- Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisition “Yellow Book” (2020)
- Smart Risk Management for Appraisers (2021)
- Legal Issues for Non-Lending and Litigation Appraisal Assignments (2021)

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS

MAI, Appraisal Institute, 516552
State of Florida, State-Certified General Real Estate Appraiser RZ3227
State of Florida, Office of Supplier Diversity – Minority, Women & Florida Veteran Business Certification
City of Orlando, Minority/Women Business Enterprise, 20313988
Orlando Regional REALTOR® Association (ORRA), Florida REALTORS® (FR)
National Association of REALTORS® (NAR), My Florida Regional Multiple Listing Service (MFRMLS)
FDOT Disadvantaged Business Enterprise (DBE)

EMPLOYMENT HISTORY

Owner/Principal Appraiser	01/2014 – Present
State-Certified General Real Estate Appraiser RZ3227	Orlando, Florida
Eminent Valuations, PLLC	
Appraisal Associate/Cert Gen RZ3227	09/2008 – 12/2013
Appraisal Associate/Cert Res RD6136	10/2006 – 08/2008
Researcher/State-Registered Trainee Appraiser RI12113	09/2002 – 10/2006
Diversified Property Specialists, Inc.	Titusville, Florida
Office Assistant/Researcher	06/2001 – 08/2001
Commercial Resource Group	Valparaiso, Indiana

APPRAISAL EXPERIENCE

Mrs. Soltys has more than 20 years of experience in real estate including 16 years as a certified real estate appraiser. Primary coverage areas include the Orlando MSA and North Brevard County for residential assignments and central, northeast, and southwest Florida for commercial and eminent domain related assignments. Her daily practice includes the research and study of market data to formulate credible opinions and conclusions as they relate to the value of real estate. It also includes writing and reviewing appraisal reports in compliance with the Uniform Standards of Professional Appraisal Practice, the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, the Uniform Relocation Act, FHA/HUD, and FDOT Supplemental Standards. Areas of expertise include but are not limited to the valuation of single-family residences, condominiums, 2–4-unit residential, multi-family, office buildings, hotels/motels, convenience stores, warehouses, mini-storage facilities, restaurants, marinas, retail stores, raw land, entitled land, environmentally sensitive lands, waterfront property, interim uses, and outdoor advertising signs.

CLIENTS SERVED

Mrs. Soltys has appraised real estate for the public and private sector including brokers, attorneys, property owners, financial institutions, appraisal management companies, local municipalities, and government agencies. A partial list of clients served is as follows: The Florida Department of Transportation (Districts 1, 2, 4, 5 and 7); NASA; The Department of Environmental Protection; Bank of America; SunTrust; Osceola, Volusia, Brevard, Flagler, Seminole, Lake, and Orange Counties; the cities of Ocala, Deltona, DeBary, Lake Helen, Palm Coast, Port Orange, New Smyrna Beach and Daytona Beach; the Seminole County Community Services Department, and the Daytona Beach International Airport.

EMINENT DOMAIN/CONDEMNATION EXPERIENCE

Mrs. Soltys has experience solving complex eminent domain/condemnation appraisal problems. She has appraised whole takings, partial fee acquisitions, limited-access rights, utility corridors, outdoor advertising signs, temporary easements, and permanent easements. She has worked hands on with engineering firms, land planners, FF & E appraisers, and general contractors to effectively formulated cost to cure scenarios to mitigate damages. She has experience with damages associated with front yard diminution, parking loss, limited access, and noise-wall proximity, and highway influence. Over the past 10 years, she has been responsible for project management, market studies and writing of appraisal reports for the following eminent domain/condemnation projects:

Appraisal Projects

<u>Client</u>	<u>Project ID</u>	<u>Road</u>	<u>Location</u>	<u>Parcels</u>	<u>Date</u>
FDOT 5	FM#2386931	SR 35	Marion County	28	2012
FDOT 5	FM#2424843	SR 400	Orange County	15	2013
FDOT 5	FM#2386481	SR 45	Marion County	27	2014
FDOT 2	FM#4269631	SR 9 (I-95@I-295)	Duval County	8	2014
FDOT 5	FM#2382753	SR 46 (3A)	Lake County	10	2015
FDOT 2	FM#2100245	SR 20	Putnam County	48	2015
FDOT 2	FM#4229382	SR 23	St. Johns County	9	2016
FDOT 5	FM#2382757	SR 429/SR 46	Lake County	41	2016
FDOT 5	FM#2383197	SR 19	Lake County	1	2016
FDOT 1	FM#4353691	CR 683/SR 45	Manatee County	2	2017
FDOT 7	FM#4167327	SR 50	Hernando County	15	2017
Orange Co.	C.I.P. 3096	Kennedy Blvd	Orange County	18	2017
FDOT 2	FM#4340381	SR 200	Bradford County	1	2018
FDOT 5	FM#4356602	SR 326/CR 25A	Marion County	2	2018
FDOT 5	FM#4364351	Clarcona Rd	Orange County	1	2018
Lake Co.	Roundabout	CR 455	Lake County	6	2018
FDOT 2	FM#4376291	SR 100	Putnam County	11	2019
FDOT 5	FM#4112565	SR 35/Dallas Pond	Marion County	3	2019
FDOT 5	FM#4358593	SR 50	Sumter County	23	2020
FDOT 2	FM#4458631	CR 13	St. Johns County	1	2021
FDOT 4	FM#4417701	SR 822	Broward County	7	2021
FDOT 4	FM#4056064	CR 510	Indian River County	15	2021
FDOT 5	FM#4225703	SR 50	Lake County	10	2021
FDOT 7	FM#4421232	Buckingham Rd.	Lee County	3	2022
Osceola Co.	N/A	Partin Settlement Rd	Osceola County	35	2022

LITIGATION EXPERIENCE

Mrs. Soltys has experience with pre-order of take meetings, order of take hearings, depositions, and trial preparation and has been approved as an expert witness in Brevard, Lake, Marion, Hernando, and Orange Counties. The following is a list of eminent domain parcels in which Mrs. Soltys has provided significant legal support and/or expert testimony within the past 10 years.

<u>Client</u>	<u>Project ID</u>	<u>Road</u>	<u>County</u>	<u>Parcel #</u>	<u>Service/Opposing Counsel</u>	<u>Year (s)</u>
Orange Co.	C.I.P. 5029	Valencia C. L.	Orange	1036/1036A/7036	Deposition / J. Hanratty	2012
FDOT 5	FM#2386931	SR 35	Marion	Parcel 113	OT Hearing / J. Hanratty	2015
FDOT 5	FM#2383192	SR 19	Lake	Parcel 106	OT Hearing / K. Garber	2016
FDOT 5	FM#2382753	SR 46 (3A)	Lake	Parcel 103	Deposition / C. Wilson	2017
FDOT 5	FM#2382757	SR 46 (Sec 6)	Lake	Parcel 116	OT Hearing / F. Zeigler	2017
Orange Co.	Y9-807-B1	Richard Crotty	Orange	Parcel 1015	OT Hearing/ Property Owner	2018
FDOT 7	FM#4167323	SR 50	Hernando	Parcel 121/805 Parcel 117	OT Hearing / B. Bolves Deposition / Bain/McLean OT Hearing / Bain/McLean	2018
Lake Co.	Bert Harris Claim	Sorrento	Lake	Confidential	Deposition /D. Mitchell Settled in Pre-Trial Negotiations	2018 2020
Lake Co.	Roundabout	CR 455	Lake	Franklin – AK 1509769 Nelson – AK 1663776	OT Hearing / T. Dougherty OT Hearing / G. Stoner	2018 2019

In addition to the preceding litigation support for condemnation, Mrs. Soltys has prepared appraisals for divorce proceedings, estate settlement, and charitable donations. She has also conducted forensic analysis to establish damages for settlement of non-disclosure cases. Mrs. Soltys has served as a Special Magistrate conducting hearings for the Lake County Value Adjustment Board (2015 & 2016).

In January of 2022, Mrs. Soltys testified in a pre-trial deposition on behalf of Defendants, Joseph W. Murray II, and Janice D. Murray, Case No. 05-2014-CA-045399, Circuit Court of the Eighteenth Judicial Circuit, Brevard County as heard by Judge Paulk. In May of 2022, Mrs. Soltys provided expert testimony in a Jury Trial for the aforementioned case. This case involved an easement dispute in which the defendant filed a counterclaim for damages.

TECHNOLOGY/SOFTWARE/RESOURCES

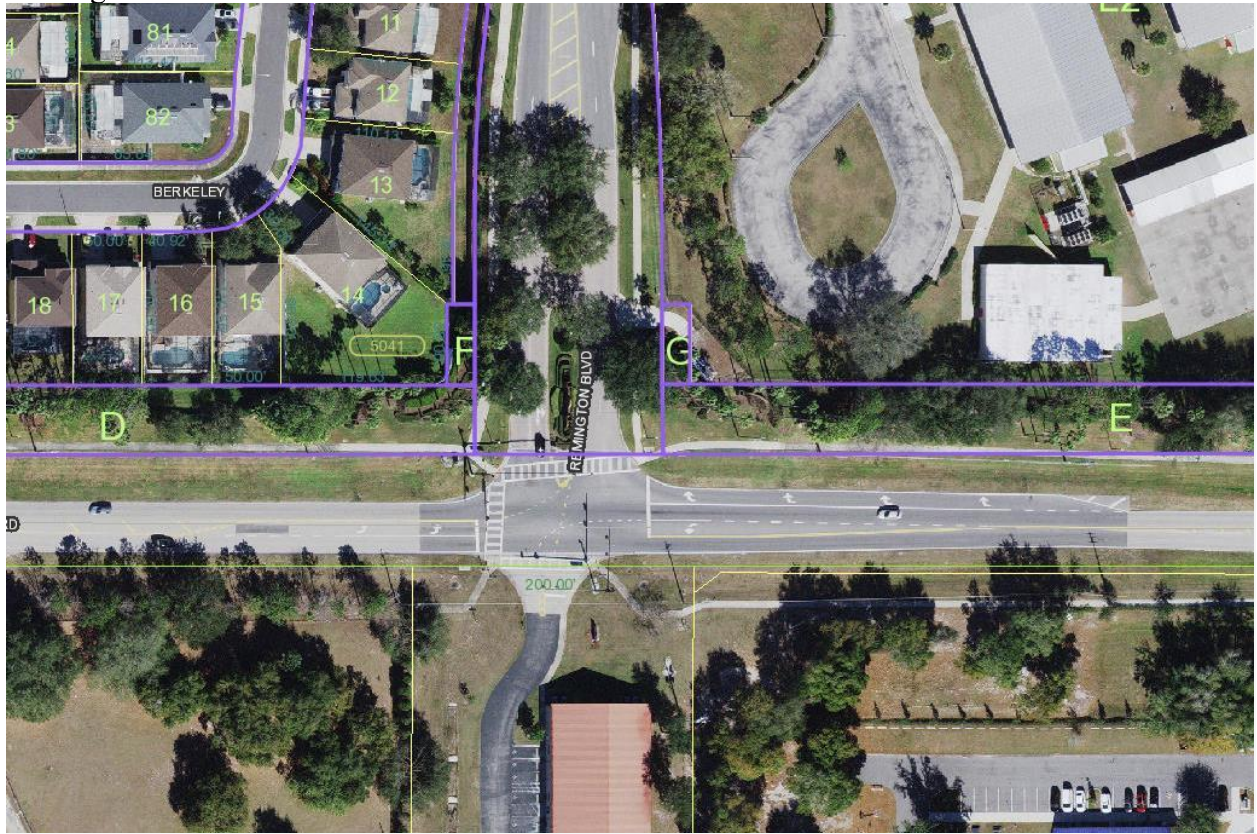
Windows 10	Snag It	Site to Do Business
Microsoft Office 2016	Adobe Professional	CoStar
Delorme	Loopnet	AI - Y.T. Louise Lum Library
Deed Plotter	Stellar MLS	MapWise
Apex Sketch 7	MLS Advantage	
TOTAL & Titan Analytics	Marshall & Swift	

SECTION VII

SECTION A

SECTION 1

Remington CDD Parcel Information:



Parcel F: Address: 0 PARTIN SETTLEMENT RD, Owner: Remington CDD

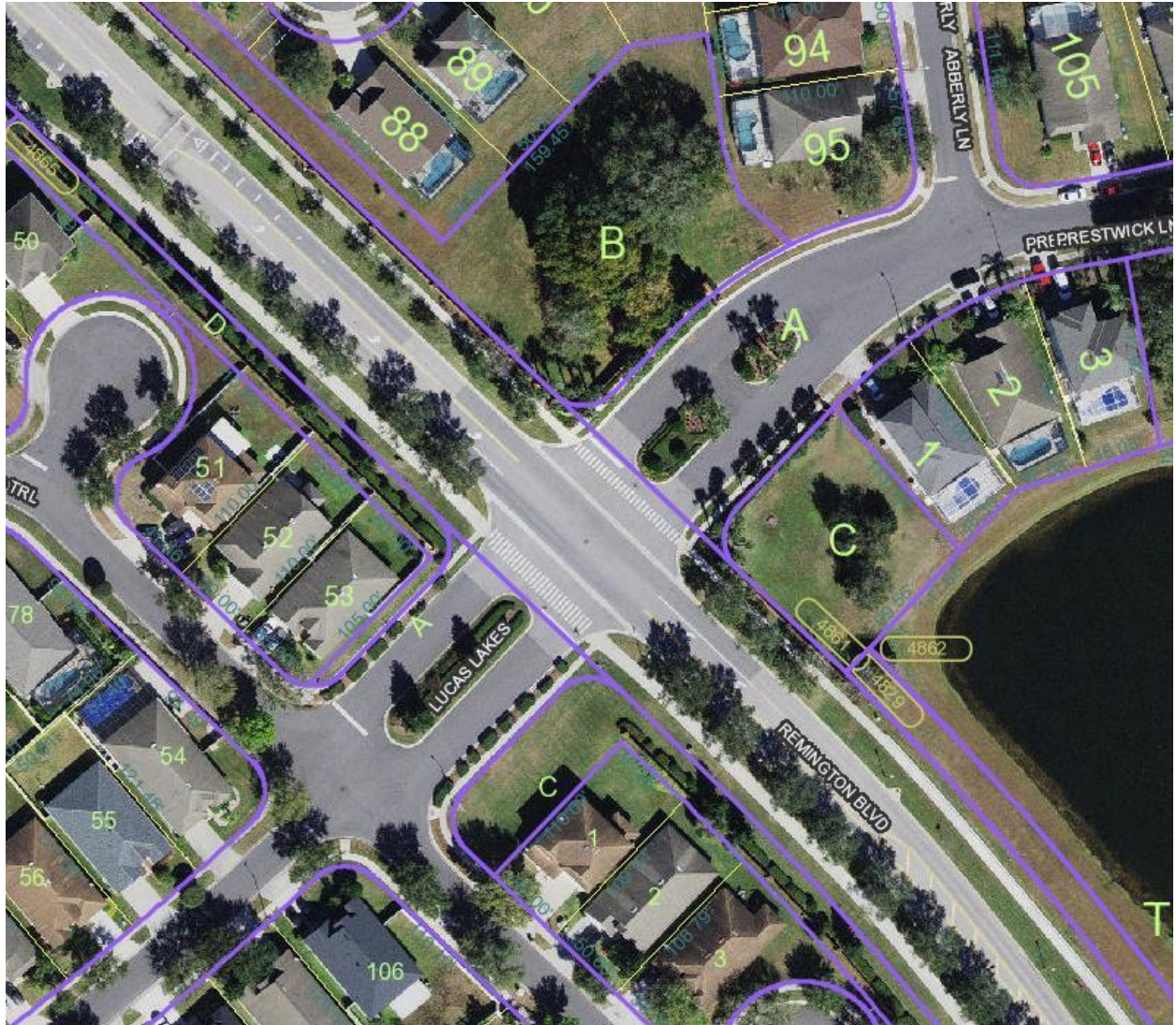
Parcel G: Address: BALMORAL DR, Owner: Remington CDD

Parcel D: 0 BERKELEY DR, Owner: Remington CDD

Parcel E: 0 PARTIN SETTLEMENT RD, Owner: Remington CDD



Parcels D and E: Address: 0 CORYBROOKE LN, Owner: Remington CDD

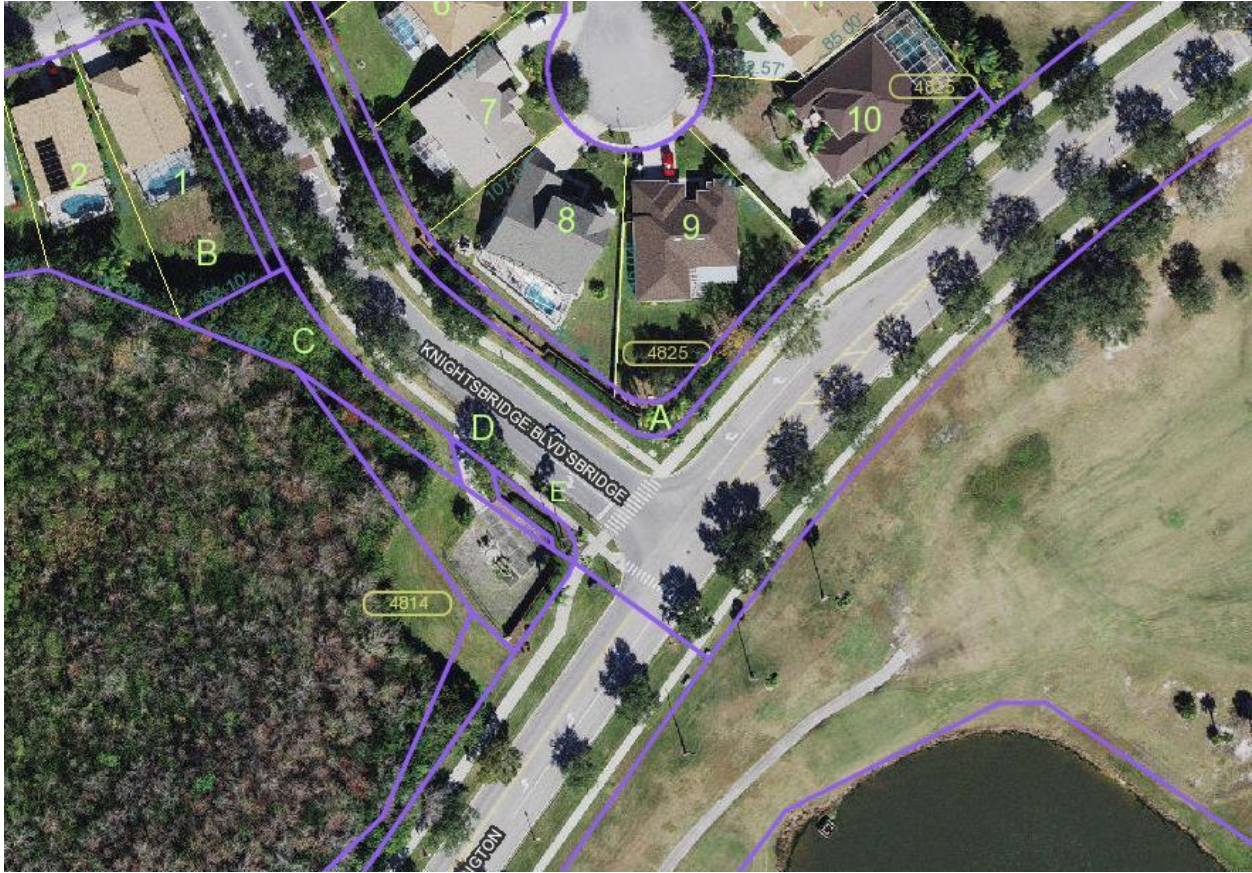


Parcel C (Bottom): Address: 0 LUCAS LAKES LN, Owner: Remington CDD
Parcel B and C (Top): Address: 0 REMINGTON BLVD, Owner: Remington CDD



Parcel C: 0 JANICE KAY PL, Owner: Remington CDD

Parcel D: 0 BERRY JAMES CT, Owner: Remington CDD



Parcel A:

Address 0 BALMORAL CT
Owner REMINGTON CDD

Parcel E:

Address 0 KNIGHTSBRIDGE BLVD
Owner REMINGTON CDD



Parcel A (Top):

Address 0 WESTMORELAND CIR

Owner REMINGTON CDD

Parcel B (Top):

Address 0 WESTMORELAND CIR

Owner REMINGTON CDD

Parcel A (Bottom):

Address 0 FARRINGTON LN

Owner REMINGTON CDD

Parcel B (Bottom):

Address 0 FARRINGTON LN

Owner REMINGTON CDD



Parcel A:

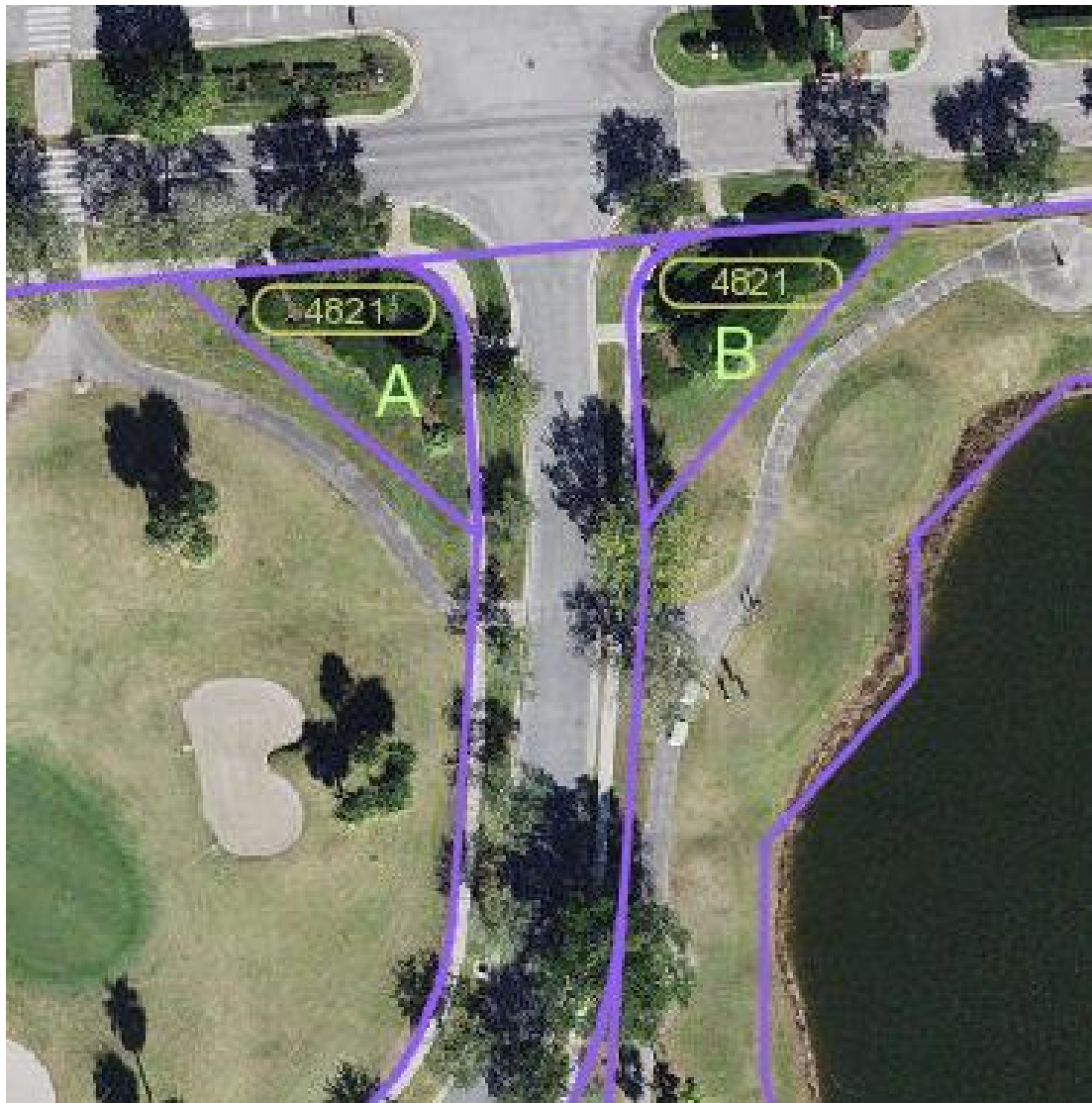
Address 0 HARWOOD CIR

Owner REMINGTON CDD

Parcel B:

Address 0 HARWOOD CIR

Owner REMINGTON CDD



Parcel A:

Address 0 STRATHMORE CIR

Owner REMINGTON CDD

Parcel B:

Address 0 STRATHMORE CIR

Owner REMINGTON CDD



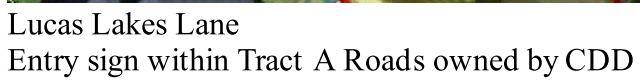
Owner: Remington Tract 1-A HOA
Parcel A, Club Villas



Burrell Circle
Entry parcels are within Lots 1 and 32



Willow Green Circle (Glen Eagle)
Entry is owned by HOA (Tract B-1)



Entry sign within Tract A Roads owned by CDD

SECTION C

SECTION 1

Remington

Community Development District

Summary of Invoices

August 1, 2022 to August 31, 2022

Fund	Date	Check No.'s	Amount
General Fund	8/10/22	6824 - 6832	\$ 50,635.20
	8/16/22	6833	\$ 776.25
	8/24/22	6834 - 6840	\$ 32,085.29
	8/30/22	6841 - 6843	\$ 11,507.60
			<hr/> \$ 95,004.34
			<hr/> \$ 95,004.34

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/10/22	00290	8/03/22 5088	202207 320-53800-34800	RPRD BROKEN WATER LINE	*	685.00	
				BERRY CONSTRUCTION INC.			685.00 006824
8/10/22	00082	8/02/22 18039	202207 310-51300-31500	GENERAL COUNSEL - JUL 22	*	2,458.50	
				CLARK & ALBAUGH, LLP			2,458.50 006825
8/10/22	00321	7/31/22 1802537	202207 320-53800-34500	SECURITY SVC 7/01-7/31/22	*	31,189.33	
		7/31/22 1802538	202207 320-53800-34500	TRACK TIK 7/01-7/31/22	*	150.00	
				DSI SECURITY SERVICES			31,339.33 006826
8/10/22	00168	8/01/22 475	202208 310-51300-34000	MANAGEMENT FEES - AUG 22	*	5,886.42	
		8/01/22 475	202208 310-51300-35200	WEBSITE MANAGEMENT-AUG 22	*	68.33	
		8/01/22 475	202208 310-51300-34100	INFORMATION TECH - AUG 22	*	102.50	
		8/01/22 475	202208 310-51300-51000	OFFICE SUPPLIES	*	3.28	
		8/01/22 475	202208 310-51300-42000	POSTAGE	*	13.91	
		8/01/22 475	202208 310-51300-42500	COPIES	*	28.20	
		8/01/22 476	202208 320-53800-12000	FIELD MANAGEMENT - AUG 22	*	2,357.92	
				GOVERNMENTAL MANAGEMENT SERVICES			8,460.56 006827
8/10/22	00328	7/25/22 131159	202207 320-53800-46300	IRRIGATION REPAIR 7/18/22	*	930.00	
		7/26/22 131195	202207 320-53800-46300	IRRIGATION REPAIR 7/21/22	*	225.30	
		8/02/22 132261	202207 320-53800-46300	IRRIGATION REPAIR 7/25/22	*	975.00	
		8/03/22 132324	202207 320-53800-46300	IRRIGATION REPAIR 7/27/22	*	405.00	
				REW LAWN & IRRIGATION			2,535.30 006828
8/10/22	00291	8/01/22 7558	202208 320-53800-46400	POOL MAINTENANCE - AUG 22	*	650.00	
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 006829
8/10/22	00125	7/13/22 387520	202207 320-53800-46500	INSP ADA LIFT RPLC MOTOR	*	1,057.00	

REMI -REMINGTON - MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE	EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#
		7/18/22	387107	202208	320-53800-46500					*	89.95		
			CHEMICAL CONTROLLER AUG22										
		7/20/22	387278	202207	320-53800-46500					*	775.00		
			BULK BLEACH										
		7/22/22	387952	202207	320-53800-46500					*	499.00		
			INST 2 LIFE RINGS W/LINES										
		7/29/22	388056	202207	320-53800-46500					*	308.95		
			RPLCD LIGHT/GRATE/TILE										
									SPIES POOL LLC			2,729.90	006830
8/10/22	00071	8/15/22	42320615	202208	320-53800-46800					*	66.78		
			PEST CONTROL - AUGUST 22										
									TERMINIX COMMERCIAL			66.78	006831
8/10/22	00128	7/21/22	USA02545	202207	320-53800-53000					*	1,200.00		
			MECHANICAL SWEEPING JUL22										
		7/21/22	USA02545	202207	320-53800-53000					*	436.20		
			VARIABLE ENERGY CHARGE										
		7/21/22	USA02545	202207	320-53800-53000					*	73.63		
			ENVR HEALTH & SAFETY CHRG										
									USA SERVICES OF FLORIDA, INC			1,709.83	006832
8/16/22	00127	8/11/22	5284490	202207	310-51300-31100					*	776.25		
			ENGINEEER SERVICES JUL 22										
									HANSON, WALTER & ASSOCIATES, INC.			776.25	006833
8/24/22	00038	8/09/22	S237365	202208	320-53800-34800					*	467.18		
			SCANNER REPAIR 08/03/2022										
		8/16/22	S237501	202207	320-53800-34800					*	740.00		
			GATE REPAIR 07/29/2022										
									ACCESS CONTROL TECHNOLOGIES			1,207.18	006834
8/24/22	00093	7/31/22	204486	202207	320-53800-47100					*	1,265.00		
			LAKE MAINTENANCE - JUL 22										
									APPLIED AQUATIC MANAGEMENT, INC.			1,265.00	006835
8/24/22	00213	8/05/22	53714	202208	320-53800-34500					*	422.16		
			SECURITY SVC 8/05-8/11/22										
									OSCEOLA COUNTY SHERIFF'S OFFICE			422.16	006836
8/24/22	00328	8/01/22	131499	202208	320-53800-46200					*	24,930.00		
			LANDSCAPE MAINT - AUG 22										
		8/05/22	132533	202208	320-53800-46300					*	405.00		
			IRRIGATION REPAIR 8/05/22										
									REW LAWN & IRRIGATION			25,335.00	006837
									REMI -REMINGTON - MBYINGTON				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/24/22	00125	8/09/22 388206	202208 320-53800-46500	ACID/SODIUM BICARB	*	422.00	
		8/09/22 388463	202208 320-53800-46500	BULK BLEACH	*	725.00	
		8/18/22 388646	202208 300-15500-10000	CHEMICAL CONTROLLER SEP22	*	89.95	
SPIES POOL LLC							1,236.95 006838
8/24/22	00292	8/12/22 2208-016	202208 320-53800-47300	SCHOOL BEACONS NOT FUNCT.	*	1,369.00	
TRAFFIC ENGINEERING & MGMT LLC							1,369.00 006839
8/24/22	00282	8/18/22 22-3212	202207 320-53800-46700	CLEAN CLUBHOUSE - JUL 22	*	1,050.00	
		8/18/22 22-3212	202207 320-53800-35000	CLEAN GUARDHOUSE- JUL 22	*	200.00	
WESTWOOD INTERIOR CLEANING INC.							1,250.00 006840
8/30/22	00038	8/26/22 S237850	202208 320-53800-34800	GATE REPAIR 08/22/2022	*	290.00	
ACCESS CONTROL TECHNOLOGIES							290.00 006841
8/30/22	00290	8/20/22 5093	202208 320-53800-47300	FURNISHED/INSTALLED BENCH	*	385.00	
		8/20/22 5094	202208 320-53800-47300	REMOVED/DISPOSED BENCHES	*	435.00	
		8/25/22 5098	202208 320-53800-35100	RPRD LOCK & CEILING LIGHT	*	425.00	
BERRY CONSTRUCTION INC.							1,245.00 006842
8/30/22	00328	8/16/22 133343	202208 320-53800-47700	CUT DOWN/REMOVE PALM TREE	*	1,000.00	
		8/16/22 133344	202208 320-53800-53400	INSTALLED DRAINPIPE	*	8,675.00	
		8/27/22 133700	202208 320-53800-46300	IRRIGATION REPAIR 8/22/22	*	297.60	
REW LAWN & IRRIGATION							9,972.60 006843
TOTAL FOR BANK A						95,004.34	
TOTAL FOR REGISTER						95,004.34	

REMI -REMINGTON - MBYINGTON

SECTION 2

Remington
Community Development District

Unaudited Financial Reporting
August 31, 2022



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Pavement Management Fund</u>
5	<u>Capital Projects Fund</u>
6-7	<u>Month to Month</u>
8	<u>Assessment Receipt Schedule</u>

Remington
Community Development District
Combined Balance Sheet
August 31, 2022

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 381,414	\$ -	\$ 381,414
Pavement Management	\$ -	\$ 398,638	\$ 398,638
Capital Projects Fund	\$ -	\$ 58,405	\$ 58,405
Investments:			
State Board Administration	\$ 97,136	\$ 197,550	\$ 294,686
Prepaid Expenses	\$ 90	\$ -	\$ 90
Total Assets	\$ 478,640	\$ 654,593	\$ 1,133,233
Liabilities:			
Accounts Payable	\$ 41,518	\$ -	\$ 41,518
Total Liabilities	\$ 41,518	\$ -	\$ 41,518
Fund Balances:			
Assigned For:			
Capital Projects	\$ -	\$ 58,405	\$ 58,405
Pavement Management	\$ -	\$ 596,188	\$ 596,188
Nonspendable:			
Deposits and Prepaid Items	\$ 90	\$ -	\$ 90
Unassigned	\$ 437,032	\$ -	\$ 437,032
Total Fund Balances	\$ 437,122	\$ 654,593	\$ 1,091,715
Total Liabilities & Fund Equity	\$ 478,640	\$ 654,593	\$ 1,133,233

Remington
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Revenues:				
Maintenance Assessment	\$ 1,468,418	\$ 1,468,418	\$ 1,475,261	\$ 6,843
Miscellaneous Income	\$ 5,000	\$ 4,583	\$ 3,925	\$ (658)
Interest Income	\$ 1,000	\$ 917	\$ 623	\$ (294)
Total Revenues	\$ 1,474,418	\$ 1,473,918	\$ 1,479,809	\$ 5,891

Expenditures:

General & Administrative:

Supervisors Fees	\$ 12,000	\$ 11,000	\$ 8,800	\$ 2,200
FICA	\$ 918	\$ 842	\$ 673	\$ 168
Engineer	\$ 18,500	\$ 16,958	\$ 7,628	\$ 9,330
Attorney	\$ 27,500	\$ 25,208	\$ 18,766	\$ 6,443
Annual Audit	\$ 3,600	\$ 3,600	\$ 3,600	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Property Appraiser Fee	\$ 1,000	\$ 1,000	\$ 744	\$ 256
Management Fees	\$ 70,637	\$ 64,751	\$ 64,751	\$ 0
Information Technology	\$ 1,230	\$ 1,128	\$ 1,127	\$ 0
Website Maintenance	\$ 820	\$ 752	\$ 752	\$ 0
Telephone	\$ 80	\$ 73	\$ -	\$ 73
Postage	\$ 900	\$ 825	\$ 281	\$ 544
Insurance	\$ 41,435	\$ 41,435	\$ 38,984	\$ 2,451
Printing and Binding	\$ 1,500	\$ 1,375	\$ 135	\$ 1,240
Newsletter	\$ 3,300	\$ 3,025	\$ 2,426	\$ 599
Legal Advertising	\$ 2,300	\$ 2,108	\$ 186	\$ 1,922
Office Supplies	\$ 250	\$ 229	\$ 26	\$ 204
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Administrative Contingency	\$ 1,500	\$ 1,375	\$ 297	\$ 1,078
Total General & Administrative	\$ 192,645	\$ 180,859	\$ 154,350	\$ 26,509

Operation and Maintenance

Environmental

Lake Maintenance	\$ 18,200	\$ 16,683	\$ 13,915	\$ 2,768
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Utilities

Kissimmee Utility Authority	\$ 9,600	\$ 8,800	\$ 7,114	\$ 1,686
Toho Water Authority	\$ 56,000	\$ 51,333	\$ 32,177	\$ 19,156
Orlando Utilities Commission	\$ 19,200	\$ 17,600	\$ 16,344	\$ 1,256
Centurylink	\$ 7,300	\$ 6,692	\$ 5,914	\$ 778
Bright House Network	\$ 5,250	\$ 4,813	\$ 4,462	\$ 350

Roadways

Street Sweeping	\$ 30,240	\$ 27,720	\$ 13,064	\$ 14,656
Drainage	\$ 7,000	\$ 7,000	\$ 12,100	\$ (5,100)
Signage	\$ 5,000	\$ 4,583	\$ 3,675	\$ 908

Remington
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Common Area				
Landscaping	\$ 290,460	\$ 266,255	\$ 274,230	\$ (7,975)
Feature Lighting	\$ 6,000	\$ 5,500	\$ 1,770	\$ 3,730
Irrigation	\$ 10,500	\$ 9,625	\$ 7,852	\$ 1,773
Trash Receptacles & Benches	\$ 1,000	\$ 917	\$ -	\$ 917
Plant Replacement and Bed Enhancements	\$ 9,040	\$ 8,287	\$ 1,000	\$ 7,287
Miscellaneous Common Area Services	\$ 10,700	\$ 9,808	\$ 4,560	\$ 5,248
Soccer/Ball Field Maintenance	\$ 2,000	\$ 2,000	\$ 3,970	\$ (1,970)
Recreation Center				
Pool Maintenance	\$ 18,500	\$ 18,500	\$ 26,143	\$ (7,643)
Pool Cleaning	\$ 8,400	\$ 7,700	\$ 7,100	\$ 600
Pool Permits	\$ 550	\$ 550	\$ 525	\$ 25
Recreation Center Cleaning	\$ 16,695	\$ 15,304	\$ 11,982	\$ 3,322
Recreation Center Repairs & Maintenance	\$ 8,000	\$ 7,333	\$ 3,740	\$ 3,594
Pest Control	\$ 780	\$ 715	\$ 708	\$ 7
Security				
Recreation Center Access	\$ 4,000	\$ 3,667	\$ -	\$ 3,667
Security Guard	\$ 330,000	\$ 302,500	\$ 327,872	\$ (25,372)
Gate Repairs	\$ 15,050	\$ 15,050	\$ 15,382	\$ (332)
Guard House Cleaning	\$ 3,300	\$ 3,025	\$ 2,250	\$ 775
Guard House Repairs and Maintenance	\$ 3,500	\$ 3,208	\$ 3,350	\$ (142)
Gate Maintenance Agreement	\$ 900	\$ 900	\$ 650	\$ 250
Other				
Contingency	\$ 10,000	\$ 9,167	\$ 823	\$ 8,344
Field Management Services	\$ 28,295	\$ 25,937	\$ 25,937	\$ 0
Total O&M Expenditures	\$ 935,460	\$ 861,172	\$ 828,608	\$ 32,563
Total Expenditures	\$ 1,128,106	\$ 1,042,031	\$ 982,959	\$ 59,072
<u>Other Financing Uses</u>				
Transfer Out - Pavement Management	\$ 150,000	\$ 150,000	\$ 150,000	\$ 0
Transfer Out - Capital Projects	\$ 196,313	\$ 196,313	\$ 200,000	\$ (3,688)
Total Other Financing Uses	\$ 346,313	\$ 346,313	\$ 350,000	\$ (3,687)
Total Expenditures & Other Financing Uses	\$ 1,474,418		\$ 1,332,959	
Net Change in Fund Balance	\$ 0		\$ 146,850	
Fund Balance - Beginning	\$ -		\$ 290,272	
Fund Balance - Ending	\$ 0		\$ 437,122	

Remington
Community Development District
Pavement Management Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Revenues:				
Interest Income	\$ 1,000	\$ 1,000	\$ 1,271	\$ 271
Total Revenues	\$ 1,000	\$ 1,000	\$ 1,271	\$ 271
Expenditures:				
Contingency	\$ -	\$ -	\$ 394	\$ (394)
Total Expenditures	\$ -	\$ -	\$ 394	\$ (394)
Excess Revenues/Expenditures	\$ 1,000		\$ 877	
Other Financing Sources:				
Transfer In	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Other Financing Sources	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Net Change in Fund Balance	\$ 151,000		\$ 150,877	
Fund Balance - Beginning	\$ 445,343		\$ 445,311	
Fund Balance - Ending	\$ 596,343		\$ 596,188	

Remington
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Revenues:				
Interest Income	\$ 100	\$ 92	\$ 6	\$ (85)
Total Revenues	\$ 100	\$ 92	\$ 6	\$ (85)
Expenditures:				
Capital Outlay - Fitness Equipments	\$ 10,000	\$ -	\$ -	\$ -
Capital Outlay - Pressure Washing	\$ 10,000	\$ 10,000	\$ 19,400	\$ (9,400)
Capital Outlay - Landscape Improvements	\$ 15,000	\$ 15,000	\$ 7,750	\$ 7,250
Capital Outlay - Sidewalk/Roadway Improvements	\$ 95,000	\$ 95,000	\$ 150,085	\$ (55,085)
Capital Outlay - Rec Center Improvements	\$ 11,000	\$ -	\$ -	\$ -
Capital Outlay - Street Tree Trimming	\$ 25,000	\$ 25,000	\$ 24,985	\$ 15
Contingency	\$ -	\$ -	\$ 395	\$ (395)
Total Expenditures	\$ 166,000	\$ 145,000	\$ 202,615	\$ (57,615)
Excess Revenues/Expenditures	\$ (165,900)		\$ (202,609)	
Other Financing Sources:				
Transfer In	\$ 196,313	\$ 196,313	\$ 200,000	\$ 3,688
Total Other Financing Sources	\$ 196,313	\$ 196,313	\$ 200,000	\$ 3,688
Net Change in Fund Balance	\$ 30,413		\$ (2,609)	
Fund Balance - Beginning	\$ 59,645		\$ 61,014	
Fund Balance - Ending	\$ 90,058		\$ 58,405	

Remington
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessment	\$ -	\$ 164,313	\$ 1,154,249	\$ 24,755	\$ 26,685	\$ 40,784	\$ 27,898	\$ 17,088	\$ 19,488	\$ -	\$ -	\$ -	\$ 1,475,261
Miscellaneous Income	\$ 230	\$ 340	\$ 360	\$ 80	\$ 170	\$ 610	\$ 435	\$ 610	\$ 180	\$ 460	\$ 450	\$ -	\$ 3,925
Interest Income	\$ 14	\$ 12	\$ 11	\$ 12	\$ 11	\$ 24	\$ 36	\$ 70	\$ 99	\$ 148	\$ 186	\$ -	\$ 623
Total Revenues	\$ 244	\$ 164,665	\$ 1,154,620	\$ 24,847	\$ 26,867	\$ 41,418	\$ 28,369	\$ 17,767	\$ 19,767	\$ 608	\$ 636	\$ -	\$ 1,479,809
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ 1,800	\$ 600	\$ 800	\$ -	\$ -	\$ 1,600	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 8,800
FICA	\$ 77	\$ 138	\$ 46	\$ 61	\$ -	\$ -	\$ 122	\$ 77	\$ -	\$ 77	\$ 77	\$ -	\$ 673
Engineer	\$ 225	\$ 150	\$ -	\$ 548	\$ 150	\$ 432	\$ 330	\$ 685	\$ 4,333	\$ 776	\$ -	\$ -	\$ 7,628
Attorney	\$ 2,047	\$ 143	\$ 969	\$ 1,563	\$ 741	\$ 1,368	\$ 1,842	\$ 1,169	\$ 2,138	\$ 2,459	\$ 4,330	\$ -	\$ 18,766
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Property Appraiser Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 744	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 744
Management Fees	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ 5,886	\$ -	\$ 64,751
Information Technology	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102	\$ -	\$ 1,127
Website Maintenance	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ -	\$ 752
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 18	\$ 47	\$ 12	\$ 13	\$ 23	\$ 25	\$ 19	\$ 28	\$ 58	\$ 25	\$ 14	\$ -	\$ 281
Insurance	\$ 38,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,984
Printing and Binding	\$ 3	\$ 29	\$ 13	\$ 16	\$ 33	\$ 1	\$ 4	\$ 5	\$ 2	\$ 0	\$ 28	\$ -	\$ 135
Newsletter	\$ -	\$ 903	\$ -	\$ 428	\$ -	\$ -	\$ 238	\$ 428	\$ -	\$ 428	\$ -	\$ -	\$ 2,426
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49	\$ 138	\$ -	\$ -	\$ -	\$ 186
Office Supplies	\$ 4	\$ 4	\$ 3	\$ 3	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 1	\$ 3	\$ -	\$ 26
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Administrative Contingency	\$ 80	\$ 65	\$ 92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16	\$ 15	\$ 30	\$ -	\$ 297
Total General & Administrative	\$ 53,669	\$ 9,335	\$ 7,793	\$ 9,489	\$ 10,606	\$ 8,627	\$ 10,214	\$ 9,498	\$ 12,742	\$ 10,839	\$ 11,538	\$ -	\$ 154,350
Operation and Maintenance													
Environmental													
Lake Maintenance	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ -	\$ 13,915
Utilities													
Kissimmee Utility Authority	\$ 552	\$ 625	\$ 660	\$ 647	\$ 661	\$ 618	\$ 695	\$ 614	\$ 604	\$ 684	\$ 754	\$ -	\$ 7,114
Toho Water Authority	\$ 3,955	\$ 2,818	\$ 3,897	\$ 3,136	\$ 3,826	\$ 3,712	\$ 3,027	\$ 2,762	\$ 2,241	\$ 2,804	\$ -	\$ -	\$ 32,177
Orlando Utilities Commission	\$ 1,422	\$ 1,358	\$ 1,411	\$ 1,525	\$ 1,484	\$ 1,467	\$ 1,343	\$ 1,363	\$ 1,561	\$ 1,577	\$ 1,833	\$ -	\$ 16,344
Centurylink	\$ 564	\$ 563	\$ 563	\$ 262	\$ 562	\$ 869	\$ 565	\$ 263	\$ 866	\$ 571	\$ 268	\$ -	\$ 5,914
Bright House Network	\$ 403	\$ 403	\$ 403	\$ 403	\$ 403	\$ 408	\$ 408	\$ 408	\$ 408	\$ 408	\$ 408	\$ -	\$ 4,462
Roadways													
Street Sweeping	\$ 1,342	\$ 1,342	\$ 1,376	\$ 1,392	\$ -	\$ 1,391	\$ 2,864	\$ -	\$ 1,648	\$ 1,710	\$ -	\$ -	\$ 13,064
Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,425	\$ -	\$ -	\$ -	\$ 8,675	\$ -	\$ 12,100
Signage	\$ -	\$ -	\$ -	\$ 285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,390	\$ -	\$ 3,675

Remington
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Common Area													
Landscaping	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ -	\$ 274,230
Feature Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,285	\$ -	\$ -	\$ -	\$ 485	\$ -	\$ 1,770
Irrigation	\$ -	\$ -	\$ 1,854	\$ 698	\$ 626	\$ -	\$ 453	\$ 302	\$ 200	\$ 2,535	\$ 1,184	\$ -	\$ 7,852
Trash Receptacles & Benches	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant Replacement and Bed Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
Miscellaneous Common Area Services	\$ -	\$ -	\$ -	\$ 1,930	\$ -	\$ 820	\$ 990	\$ -	\$ -	\$ -	\$ 820	\$ -	\$ 4,560
Soccer/Ball Field Maintenance	\$ 165	\$ 185	\$ -	\$ 165	\$ -	\$ 170	\$ -	\$ 135	\$ -	\$ 485	\$ 2,665	\$ -	\$ 3,970
Recreation Center													
Pool Maintenance	\$ 1,301	\$ 468	\$ 845	\$ 1,020	\$ 1,248	\$ 220	\$ 355	\$ 6,939	\$ 8,425	\$ 3,863	\$ 1,460	\$ -	\$ 26,143
Pool Cleaning	\$ 600	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ -	\$ 7,100
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ 525
Recreation Center Cleaning	\$ 1,050	\$ 1,100	\$ 1,611	\$ 1,050	\$ 950	\$ 1,292	\$ 1,050	\$ 1,250	\$ 1,579	\$ 1,050	\$ -	\$ -	\$ 11,982
Recreation Center Repairs & Maintenance	\$ 1,180	\$ -	\$ 385	\$ -	\$ -	\$ -	\$ 925	\$ 485	\$ 765	\$ -	\$ -	\$ -	\$ 3,740
Pest Control	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ 708
Security													
Recreation Center Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Guard	\$ 29,021	\$ 28,024	\$ 29,064	\$ 29,121	\$ 26,134	\$ 28,729	\$ 29,057	\$ 33,112	\$ 31,700	\$ 31,973	\$ 31,937	\$ -	\$ 327,872
Gate Repairs	\$ 767	\$ 894	\$ 1,078	\$ 823	\$ 629	\$ 2,813	\$ 736	\$ 962	\$ 755	\$ 4,375	\$ 1,551	\$ -	\$ 15,382
Guard House Cleaning	\$ 200	\$ 200	\$ 250	\$ 250	\$ 250	\$ 200	\$ 200	\$ 250	\$ 250	\$ 200	\$ -	\$ -	\$ 2,250
Guard House Repairs and Maintenance	\$ -	\$ 265	\$ 325	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 425	\$ -	\$ 3,350
Gate Maintenance Agreement	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650
Other													
Contingency	\$ -	\$ 152	\$ -	\$ 103	\$ -	\$ 111	\$ -	\$ -	\$ -	\$ 333	\$ 123	\$ -	\$ 823
Field Management Services	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ 2,358	\$ -	\$ 25,937
Total O&M Expenditures	\$ 71,137	\$ 67,662	\$ 72,988	\$ 75,060	\$ 66,038	\$ 72,085	\$ 76,644	\$ 78,639	\$ 80,270	\$ 81,837	\$ 86,248	\$ -	\$ 828,608
Total Expenditures	\$ 124,806	\$ 76,997	\$ 80,780	\$ 84,549	\$ 76,644	\$ 80,713	\$ 86,857	\$ 88,137	\$ 93,012	\$ 92,676	\$ 97,786	\$ -	\$ 982,959
Other Financing Uses													
Transfer Out - Pavement Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
Transfer Out - Capital Projects	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Total Other Financing Uses	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 350,000
Total Expenditures & Other Financing Uses	\$ 124,806	\$ 76,997	\$ 180,780	\$ 184,549	\$ 76,644	\$ 80,713	\$ 86,857	\$ 88,137	\$ 93,012	\$ 242,676	\$ 97,786	\$ -	\$ 1,332,959
Net Change in Fund Balance	\$ (124,562)	\$ 87,668	\$ 973,840	\$ (159,702)	\$ (49,777)	\$ (39,295)	\$ (58,488)	\$ (70,370)	\$ (73,245)	\$ (242,068)	\$ (97,150)	\$ -	\$ 146,850

Remington
Community Development District
Assessment Receipt Schedule
Fiscal Year 2022

Net Assessments	\$ 1,468,412	\$ 1,468,412
Gross Assessments	\$ 1,562,140	\$ 1,562,140
	ASSESSED THROUGH COUNTY	
	100.00%	100.00%

TOTAL ASSESSMENT LEVY

DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	Total
11/22/21	ACH	\$162,084.05	(\$3,241.69)	(\$6,353.50)	\$0.00	\$152,488.86	\$152,488.86	\$152,488.86
11/26/21	ACH	\$12,677.95	(\$253.58)	(\$599.82)	\$0.00	\$11,824.55	\$11,824.55	\$11,824.55
12/08/21	ACH	\$1,114,437.36	(\$22,288.85)	(\$43,684.79)	\$0.00	\$1,048,463.72	\$1,048,463.72	\$1,048,463.72
12/09/21	ACH	\$969.88	(\$19.39)	(\$9.55)	\$0.00	\$940.94	\$940.94	\$940.94
12/22/21	ACH	\$111,268.51	(\$2,225.33)	(\$4,198.54)	\$0.00	\$104,844.64	\$104,844.64	\$104,844.64
01/10/22	ACH	\$19,274.86	(\$385.52)	(\$566.64)	\$0.00	\$18,322.70	\$18,322.70	\$18,322.70
01/10/22	ACH	\$6,754.27	(\$135.14)	(\$186.46)	\$0.00	\$6,432.67	\$6,432.67	\$6,432.67
02/10/22	ACH	\$714.67	(\$14.28)	(\$13.82)	\$0.00	\$686.57	\$686.57	\$686.57
02/10/22	ACH	\$27,160.03	(\$543.22)	(\$618.10)	\$0.00	\$25,998.71	\$25,998.71	\$25,998.71
03/10/22	ACH	\$42,054.24	(841.09)	(\$429.29)	\$0.00	\$40,783.86	\$40,783.86	\$40,783.86
04/08/22	ACH	\$7,449.31	(148.98)	\$0.00	\$0.00	\$7,300.33	\$7,300.33	\$7,300.33
04/08/22	ACH	\$21,027.12	(420.54)	(\$8.59)	\$0.00	\$20,597.99	\$20,597.99	\$20,597.99
05/09/22	ACH	\$16,217.16	(\$315.39)	(\$8.95)	\$0.00	\$15,892.82	\$15,892.82	\$15,892.82
05/09/22	ACH	\$1,219.07	(\$23.81)	(\$0.57)	\$0.00	\$1,194.69	\$1,194.69	\$1,194.69
06/08/22	ACH	\$907.94	(18.16)	\$26.70	\$0.00	\$916.48	\$916.48	\$916.48
06/08/22	ACH	\$4,380.65	(87.61)	\$128.79	\$0.00	\$4,421.83	\$4,421.83	\$4,421.83
06/17/22	ACH	\$14,018.08	(280.35)	\$412.12	\$0.00	\$14,149.85	\$14,149.85	\$14,149.85
TOTAL		\$1,562,615.15	(\$31,242.93)	(\$56,111.01)	\$0.00	\$1,475,261.21	\$1,475,261.21	\$1,475,261.21

100% Gross Percent Collected	
\$0 Balance Remaining to Collect	

SECTION 3



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: Remington Community Development

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
07/27/22	1800	Remington Community Development	10-8	
	1810	Remington Blvd/Willow Glen	Patrol	
	1830	Remington Blvd	Patrol	
	1900	Knights bridge /South bridge	patrol	
	1930	Remington Blvd	Patrol	
	2000	Remington Blvd	Patrol	
	2030	Knights bridge /South bridge	Patrol	
	2100	Remington Blvd	Patrol	
	2130	Remington Blvd/Southbridge	Patrol	
	2200	Remington Blvd	Patrol	
			10-7	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	10
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	10
Reports		Ordinance						Construction	

Name: ____Raymond West____

ID #: ____898____

Date: ____07/27/22____