

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: December 7, 2020

RE: **Agreement with Orlando Utilities Commission (OUC) for the Purchase of OUC's Interest in Jointly-Owned Land at McIntosh Power Plant**

Attached for your consideration is a Purchase and Sale Agreement between the City of Lakeland (Lakeland) and the Orlando Utilities Commission (OUC) providing for the purchase by Lakeland of OUC's interest in land that is currently jointly-owned by the parties at the McIntosh Power Plant. On April 4, 1978, Lakeland and OUC entered into an agreement for the joint ownership of the McIntosh Unit Three Generation Project. As part of that agreement, the land that was required to operate Unit Three was purchased in a 60/40 ownership, with Lakeland owning 60% of each parcel and OUC owning 40% of each parcel. As time progressed some areas, mostly the holding ponds, were decommissioned and no longer used by Unit Three.

In 1999, Lakeland built McIntosh Unit Five on 19.22 acres of the jointly-owned land, with a handshake agreement that Lakeland and OUC would work out the purchase of the property. Negotiations reached a stalemate on pricing and environmental liability and the purchase sat in the background of both companies for the next eight years.

In 2019, Lakeland decided to build McIntosh Gas Turbine Two on 2 acres of the jointly-owned land. Both Lakeland and OUC committed to resolve the issues and transfer ownership back to Lakeland for the property the units were occupying. Again, pricing became an issue. The issue was finally resolved with an agreement to purchase the Unit Five property at the 1999 value (\$15,397.92/acre) and the Gas Turbine Two property at the 2019 value (\$36,000.00/acre.)

While working on the purchase contract, Lakeland and OUC met and determined that it was in both parties' interest to return all property on the west side of East Lake Parker Drive, not in use by Unit 3, to Lakeland at \$1,923.19/acre. This increased the total property transfer to approximately 81 acres at a purchase price of \$482,358.59. Lakeland will accept sole environmental responsibility for the property from January 1, 1999 going forward, corresponding with the construction and subsequent operation of Unit 5 on the property. Closing costs will be split equally between the parties.

It is recommended that the City Commission approve the attached Purchase and Sale Agreement between the City of Lakeland and the Orlando Utilities Commission and

authorize the appropriate City officials to execute all instruments necessary to finalize the transaction.

Attachments

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made by and between the CITY OF LAKELAND, a municipal corporation of the State of Florida, whose address is 228 S. Massachusetts Ave. Lakeland, Fl. 33801 (“**Purchaser**” and, as noted below, “Co-Seller), and the ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida (“**Seller**”). Purchaser/Co-Seller and Seller shall be collectively referred to herein as the “**Parties.**”

RECITALS:

- A. On or about April 4, 1978, Seller and Purchaser entered into a Participation Agreement for the Joint Ownership of McIntosh Unit Three Generation Project (“Joint Ownership Agreement”);
- B. As set forth in the Joint Ownership Agreement, Seller and Purchaser own the real property that is subject of this Agreement as tenants in common with an undivided interest and, accordingly, Purchaser is also a co-seller (“Co-Seller”);
- C. The Seller’s ownership interest as tenant in common with an undivided interest (“Seller’s Interest”) and the Purchaser/Co-Seller’s ownership interest as tenant in common with an undivided interest in the real property that is subject of this Agreement are set forth in the Fee Simple Deed recorded in the public records of Polk County, Book 2340, Pages 1896-1900;
- D. As set forth in the Joint Ownership Agreement, the Purchaser/Co-Seller has had and continues to have sole control of the property that is subject of this Agreement;
- E. At this time, Purchaser/Co-Seller desires to purchase and Seller desires to sell the Seller’s Interest in the real property that is subject of this Agreement for the price, on the terms, and under the conditions hereinafter set forth;
- F. Purchaser/Co-Seller, in its capacity as tenant in common with an undivided interest, consents to the sale and transfer of any rights and interest as provided in this Agreement.

In consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser/Co-Seller agree as follows:

RECITALS

1.1 The Recitals set forth above are incorporated herein by reference and made a part of this Agreement as fully as if set forth herein verbatim.

DESCRIPTION OF PROPERTY

2.1 Purchase and Sale of Property. Upon the terms and conditions set forth herein, Seller hereby agrees to sell, assign, and convey to Purchaser/Co-Seller, and Purchaser/Co-Seller agrees to

purchase from Seller, all of Seller's Interest in the real property described in Exhibit "A," ("Property") attached hereto and incorporated herein by reference. Subject to all the duties and obligations in this Agreement and fulfillment of all conditions set forth in this Agreement, Seller shall transfer to Purchaser/Co-Seller the Seller's Interest in the Property "as is".

The Parties expressly agree that the transfer of the Seller's Interest in the Property does not impact the joint ownership by the Parties of the balance of the land that is owned by the Parties pursuant to the Joint Ownership Agreement.

PURCHASE PRICE AND METHOD OF PAYMENT

3.1 **Purchase Price and Method of Payment.** The total purchase price for the Seller's Interest which Purchaser/Co-Seller agrees to pay to Seller shall be **FOUR HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED FIFTY-EIGHT AND 59/100 DOLLARS (\$482,358.59)** ("Purchase Price"), which Purchase Price is payable as follows:

Purchaser/Co-Seller shall pay the Purchase Price to Seller by U.S. funds wire transferred to a bank account designated by Seller on the Closing Date.

INSPECTION

4.1 **Waiver.** Purchaser/Co-Seller has been and continues to be in sole control and possession of the Property. Purchaser/Co-Seller waives any right it may have including but not limited to the right to inspect, investigate, survey and the like the Property or Seller's Interest.

EASEMENTS AND RIGHTS OF ENTRY

5.1 **Facilities.** The Parties acknowledge that they are part of the Joint Ownership Agreement. Purchaser/Co-Seller agrees and acknowledges that the transfer of the Seller's Interest pursuant to this Agreement shall not impact any easements and rights of access, entry, use, operation and the like that Seller has pursuant to the Joint Ownership Agreement. Furthermore, Seller reserves and Purchaser/Co-Seller shall grant any and all rights of access necessary for Seller to perform any acts necessary in furtherance of the rights and obligations contained in the Joint Ownership Agreement. Accordingly, Seller and Purchaser/Co-Seller may in the future, as needed, negotiate a declaration of covenants, conditions, easements and restrictions that shall run with and be binding upon the Property and that shall provide the easements and right of access reasonably determined by Seller to be necessary for Seller's exercise of its right under the Joint Ownership Agreement including, without limitation, cross parking, ingress and egress, and utilities above and below ground, to the extent same does not unreasonably interfere with Purchaser/Co-Seller's rights with respect to the interest acquired herein. The terms of this Article shall survive the Closing.

TITLE POLICY

6.1 **Title.** Purchaser/Co-Seller intends to order, at the equally-shared expense of Purchaser/Co-Seller and Seller, title documents from a nationally recognized title insurance company of Purchaser/Co-Seller's choice, to be issued through Putnam, Creighton & Airth, P.A. (the "**Title Company**"), agreeing to issue to Purchaser/Co-Seller an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Property.

6.2. Conveyance of Property: The Parties agree that Seller's Interest in the Property shall be conveyed to Purchaser/Co-Seller by Quit Claim Deed ("Deed") at Closing.

REPRESENTATIONS, WARRANTIES, AND COVENANTS BY SELLER

Seller hereby represents and warrants to Purchaser/Co-Seller the following, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

7.1. Ownership of Seller's Interest. Seller owns the Seller's Interest in the Property and has the full right, title and authority to sell and convey the Seller's Interest in the Property to Purchaser/Co-Seller. The title to the Seller's Interest in the Property is held by Seller with the City of Orlando, which will be requested to join in the conveyance of the title to the Seller's Interest in the Property by the Deed to Purchaser/Co-Seller.

7.2. Authority. The execution, delivery and performance of this Agreement have been duly authorized by Seller's governing Board of Commissioners.

7.3. Pending Claims and Litigation. There is no litigation, suit, proceeding, action, claim, or investigation, at law or in equity, pending or, to Seller's knowledge, threatened against, or affecting in any way, the Seller's Interest in the Property, or Seller's ability to own or sell the Seller's Interest in the Property.

7.4. Violations of Law. This Agreement and the consummation of the transaction contemplated hereby do not and will not contravene any provision of any existing law or regulation, order, decree, writ, injunction or recorded restriction to which Seller is subject or by which Seller is bound or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.

7.5. Bankruptcy. There has not been filed by or against Seller a petition in bankruptcy or other insolvency proceedings.

7.6. Condemnation. Seller has received no notice of any existing, pending or threatened condemnation actions with respect to any portion of the Seller's Interest in the Property.

Other than the representations and warranties expressly set forth in this article, Seller makes no further or other representations and warranties of any kind with regard to the Property.

REPRESENTATIONS, WARRANTIES AND COVENANTS BY PURCHASER/CO-SELLER

Purchaser/Co-Seller hereby represents and warrants to Seller the following, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

8.1. Organization. Purchaser/Co-Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

8.2. Authority. The execution, delivery and performance of this Agreement by Purchaser/Co-Seller have been duly authorized by the Purchaser/Co-Seller's governing City Commission.

8.3 Binding Obligations; Violations. All consents and approvals which may be required or necessary in order for Purchaser/Co-Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Purchaser/Co-Seller are and shall be valid, legally binding obligations of and enforceable against Purchaser/Co-Seller in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction, or decree of any court, commission, bureau, or agency to which Purchaser/Co-Seller is subject or by which Purchaser/Co-Seller is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser/Co-Seller is a party or otherwise bound.

8.4 Bankruptcy. There has not been filed by or against Purchaser/Co-Seller a petition in bankruptcy or other insolvency proceedings.

8.5 Pending Claims and Litigation. There is no litigation, suit, proceeding, action, claim, or investigation, at law or in equity, pending or, to Purchaser/Co-Seller's knowledge, threatened against, Purchaser/Co-Seller that would affect in any way Purchaser/Co-Seller's ability to own, operate or buy the Seller's Interest in the Property. Purchaser/Co-Seller is not subject to any judgment, order, writ, injunction or decree of any court of any federal, state, municipal or other governmental authority that would affect in any way Purchaser/Co-Seller's ability to own, operate or buy the Seller's Interest in the Property.

Other than the representations and warranties expressly set forth in this article, Purchaser/Co-Seller makes no further or other representations and warranties of any kind with regard to the Property.

ENVIRONMENTAL RESPONSIBILITIES

9.1 Environmental. The Parties acknowledge the history of the Property and its use by Purchaser/Co-Seller for Purchaser/Co-Seller's Unit 5 Combined Cycle Combustion Turbine ("Unit 5") since January 1, 1999 to the present. Further, the Parties acknowledge the Parties' joint use of the property directly adjacent to the Property for the Parties' shared ownership and operation of C.D. McIntosh Unit 3 ("Unit 3") pursuant to the Joint Ownership Agreement from April 4, 1978 to the present.

Purchaser/Co-Seller acknowledges and agrees that any and all liability associated with the Property (including but not limited to Seller's Interest in Property), which liability includes but is not limited to liability (directly or indirectly) related to or arising out of the use, generation, manufacturing, handling, storage, transportation (to, from, under, or about the Property), disposal or the like of hazardous or toxic materials of, on, under or about the Property prior to April 4, 1978 as well as from and including January 1, 1999 and moving forward from that date is and shall be the sole responsibility of Purchaser/Co-Seller ("Purchaser/Co-Seller's Responsibility"). For purposes of clarification only, Purchaser/Co-Seller's Responsibility includes but is not limited to any such liability (directly or indirectly) related to or arising out of Unit 5 and Unit 3. The term "hazardous or toxic materials" as used herein shall include but is not limited to any substances defined as or included in the definition of "hazardous substance," "hazardous waste," "hazardous materials" or "toxic substances" under any applicable federal or state laws or regulations (collectively, the "**Hazardous Materials**").

The Parties acknowledge and agree that any and all environmental liability associated with the Property from and including April 4, 1978 and up to and including December 31, 1998, which environmental liability is directly caused by the operation of Unit 3 only (including but not limited to liability (directly or indirectly) related to or arising out of the use, generation, manufacturing, handling, storage, transportation (to, from, under, or about the Property), disposal or the like of Hazardous Materials of, on, under or about the Property from and including April 4, 1978 and up to and including December 31, 1998, which liability is directly caused by the operation of Unit 3 only) shall be the responsibility of both Parties shared in proportion to their respective ownership interests pursuant to the Joint Ownership Agreement. Except as specifically set forth herein, Purchaser/Co-Seller expressly agrees that Purchaser/Co-Seller has and shall have all past, present, and future liability that may arise for environmental issues on the Property and Purchaser/Co-Seller forever releases Seller in connection with same.

EXCEPT AS OTHERWISE PROVIDED HEREIN, PURCHASER/CO-SELLER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS BOARD OF COMMISSIONERS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPENSES) (COLLECTIVELY "DAMAGES") WHICH SELLER MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF THE PAST, PRESENT OR FUTURE GENERATION, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, TRANSPORTATION OR PRESENCE OF ANY HAZARDOUS MATERIALS ON THE PROPERTY AS A RESULT OF PURCHASER/CO-SELLER'S USE OF THE PROPERTY.

The terms of this Article shall survive the Closing.

CLOSING

10.1 Closing. The closing ("Closing") shall be held at the office of Putnam, Creighton & Airth, P.A. (the "**Escrow Agent**") or, at the election of either Party, by overnight mail, with payment made by wire transfer of funds on closing date, which date is to be agreed upon by the Parties (the "Closing Date").

10.2 Seller's Obligations at Closing. At Closing, Seller shall deliver or cause to be delivered to Purchaser/Co-Seller the following documents, all in a form reasonable acceptable to the Purchaser/Co-Seller and Title Company:

- i. A duly executed and acknowledged Quit Claim Deed conveying to Purchaser/Co-Seller title to the Seller's Interest in the Property;
- ii. Such affidavits, beneficiary consents, instruments or certified copies of resolutions in form reasonably satisfactory to the Title Company to the effect that the signatures on the Deed and other instruments conveying title to the Seller's Interest in the Property are sufficient to bind Seller and convey the Seller's Interest in the Property to Purchaser/Co-Seller; and
- iii. A certificate of Seller that all of the representations are materially true and accurate as of the Closing Date.

- iv. Any other document reasonably required by the Purchaser/Co-Seller and Title Company.

10.3 Purchaser/Co-Seller's Obligations at Closing. At Closing, Purchaser/Co-Seller shall deliver to Seller the following:

- i. Simultaneously with Seller's delivery at the Closing of the Deed, affidavits, and other documents described above, Purchaser/Co-Seller shall pay to Seller the Purchase Price;
- ii. A certificate of Purchaser/Co-Seller that all of the representations are materially true and accurate as of the Closing Date;
- iii. Such affidavits, beneficiary consents, instruments or certified copies of resolutions that all requisite approvals under the Purchaser/Co-Seller's governing documents and governing commission have been obtained, and that all the conveyances are not prohibited or restricted in any way by said governing documents and governing commission; and
- iv. Any other document reasonably required by the Seller and Title Company.

10.4 Additional Seller and Purchaser/Co-Seller Obligations at Closing. Seller and Purchaser/Co-Seller shall each execute, acknowledge (as appropriate) and deliver to the other the following documents at Closing:

- i. Such evidence of authority and good standing with respect to Seller and Purchaser/Co-Seller which may be reasonably required by the Title Company;
- ii. An executed Closing statement in customary form agreed to by the Parties;
- iii. Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;
- iv. All instruments necessary to effectuate compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") and the regulations promulgated thereunder; and
- v. Any other affidavit(s), document or instrument required to be delivered by Seller or Purchaser/Co-Seller to effectuate the transaction that is subject of this Agreement.

10.5 Seller Conditions of Closing. Seller's obligations to close on the sale of the Seller's Interest as contemplated under this Agreement are conditioned upon the satisfaction of the following on or before the Closing Date:

- i. Delivery by Purchaser/Co-Seller of all required deliveries pursuant to this Agreement at or before Closing Date.

- ii. Payment by Purchaser/Co-Seller in full of the Purchase Price and applicable Closing Costs at or before the Closing Date.
- iii. Approval and execution by the City of Orlando of those Closing documents that require City of Orlando's signature in a form acceptable to Seller, Purchaser/Co-Seller and the City of Orlando.

10.6 Purchaser/Co-Seller Conditions of Closing. Purchaser/Co-Seller's obligations to close on the sale of the Seller's Interest as contemplated under this Agreement are conditioned upon the satisfaction of the following on or before the Closing Date:

- i. Delivery by Seller of all required deliveries pursuant to this Agreement at or before Closing Date.
- iii. Delivery of the Deed by Seller at or before the Closing Date.
- iii. Approval and execution by the City of Orlando of those closing documents that require City of Orlando's signature in a form acceptable to Seller, Purchaser/Co-Seller and the City of Orlando.

10.7 Failure of Conditions Precedent. In the event that the conditions precedent to Closing for either Purchaser/Co-Seller or Seller (as the case may be) are not met, the Party whose conditions have not been met may cancel this transaction by termination notice given to the other Party prior to the Closing Date. After such termination, both Parties shall be released from all further obligations under this Agreement except those which expressly survive by their terms.

**CLOSING COSTS, PRORATIONS,
TAXES AND MISCELLANEOUS EXPENSES**

11.1 Closing Costs.

i. The Parties shall each pay one-half of the cost of the documentary stamps and any other taxes or surtaxes, if any, to be affixed to the Deed and any other instruments of conveyance required to transfer title to the Seller's Interest to Purchaser/Co-Seller;

ii. The Parties shall each pay one-half of the cost to record the Deed and any other instruments of conveyance required to transfer title to the Seller's Interest to Purchaser/Co-Seller;

iii. The Parties shall each pay one-half of the premium and all other costs associated with the title insurance commitment and owner's title insurance policy referred to in this Agreement;

iv. The following shall be prorated as of Closing Date: taxes and other charges related to the Seller's Interest that is the subject of this Agreement, if any, on the basis of the year for which assessed, and pursuant to the evidence (assessment and rate) thereof available at Closing. If, however, subsequent to Closing, by reason of change in assessment or change in rate or for any other reason, taxes or other charges for the year covered by the apportionment should be determined to be higher or lower than those that are apportioned, a new computation and retroactive adjustment shall be made between Seller and Purchaser/Co-Seller, provided, however, that no adjustment shall be made by reason of action taken by Purchaser/Co-Seller subsequent to the Closing.

v. Purchaser/Co-Seller and Seller shall each pay their own attorney's fees.

DEFAULT

12.1 Default by Seller. If Seller breaches this Agreement, Purchaser/Co-Seller may terminate this Agreement and both Parties shall be released from all further obligations under this Agreement except those which expressly survive by their terms.

12.2 Breach by Purchaser. If Purchaser/Co-Seller breaches this Agreement, Seller may terminate this Agreement and both Parties shall be released from all further obligations under this Agreement except those which expressly survive by their terms.

MISCELLANEOUS

13.1 Notices. All notices shall be in writing unless provided for elsewhere in this Agreement and shall be deemed delivered and received (a.) on the date when personally delivered, (b.) on the date sent by facsimile transmission with electronic verification of transmission or by email transmission sent to the party to receive such notice, (c.) on the date when actually received when delivered by a commercial express delivery service who obtains a receipt, or (d.) three (3) days after deposit in any post office or mail receptacle maintained or authorized by the United States Postal Service, certified or

registered mail, return receipt requested, postage prepaid, addressed as follows:

As to Purchaser/
Co-Seller: Palmer C. Davis, City Attorney
City of Lakeland
228 South Massachusetts Avenue
Lakeland, Florida 33801
Phone: (863) 834-6010
Email: palmer.davis@lakelandgov.net

With a copy to: Joel Ivy, Lakeland Electric General Manager
City of Lakeland
501 East Lemon Street
Lakeland, Florida 33801
joel.ivy@lakelandelectric.com

As to Seller: Orlando Utilities Commission
100 W. Anderson Street
Orlando, Florida 32801
Attention: Jan Aspuru
Chief Operating Officer
Email:

With a copy to: Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: OUC Legal Department
Email:

As to Escrow Agent: Abel Putnam, Esq.
Putnam, Creighton & Airth, P.A.
500 South Florida Avenue, Suite 300
Lakeland, Florida 33801
aap@putnampa.com

13.2 Entire Agreement. This Agreement and the Exhibits hereto embody the entire agreement between the Parties relative to the subject matter, and there are no oral or written agreements between the Parties, nor any representations made by either party relative to the subject matter, which are not expressly set forth herein.

13.3 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

13.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

13.5 Time of the Essence. Time is of the essence of this Agreement. However, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or

legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

13.6 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in Florida. Venue for any action arising hereunder shall lie in the court having jurisdiction in Polk County, Florida.

13.7 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller, Purchaser and their respective heirs, executors, administrators, personal legal representatives, successors and assigns. Purchaser may assign Purchaser’s rights under this Agreement to any entity controlled by Purchaser with Seller’s prior written consent which may not be unreasonably withheld.

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

13.9 Effective Date. The Effective Date means the date of execution of this Agreement by the last of Seller and Purchaser/Co-Seller to execute same.

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

SELLER:

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

ATTEST:

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____

PURCHASER/CO-SELLER:

CITY OF LAKELAND, a municipal corporation of the State of Florida

ATTEST:

Kelly S. Koos,
Clerk of the Lakeland City Commission

City Commission for the City of
Lakeland, Florida

By: _____
Kelly S. Koos

By: _____
H. William Mutz, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

Palmer C. Davis, City Attorney
City of Lakeland

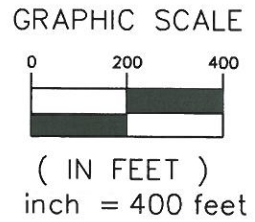
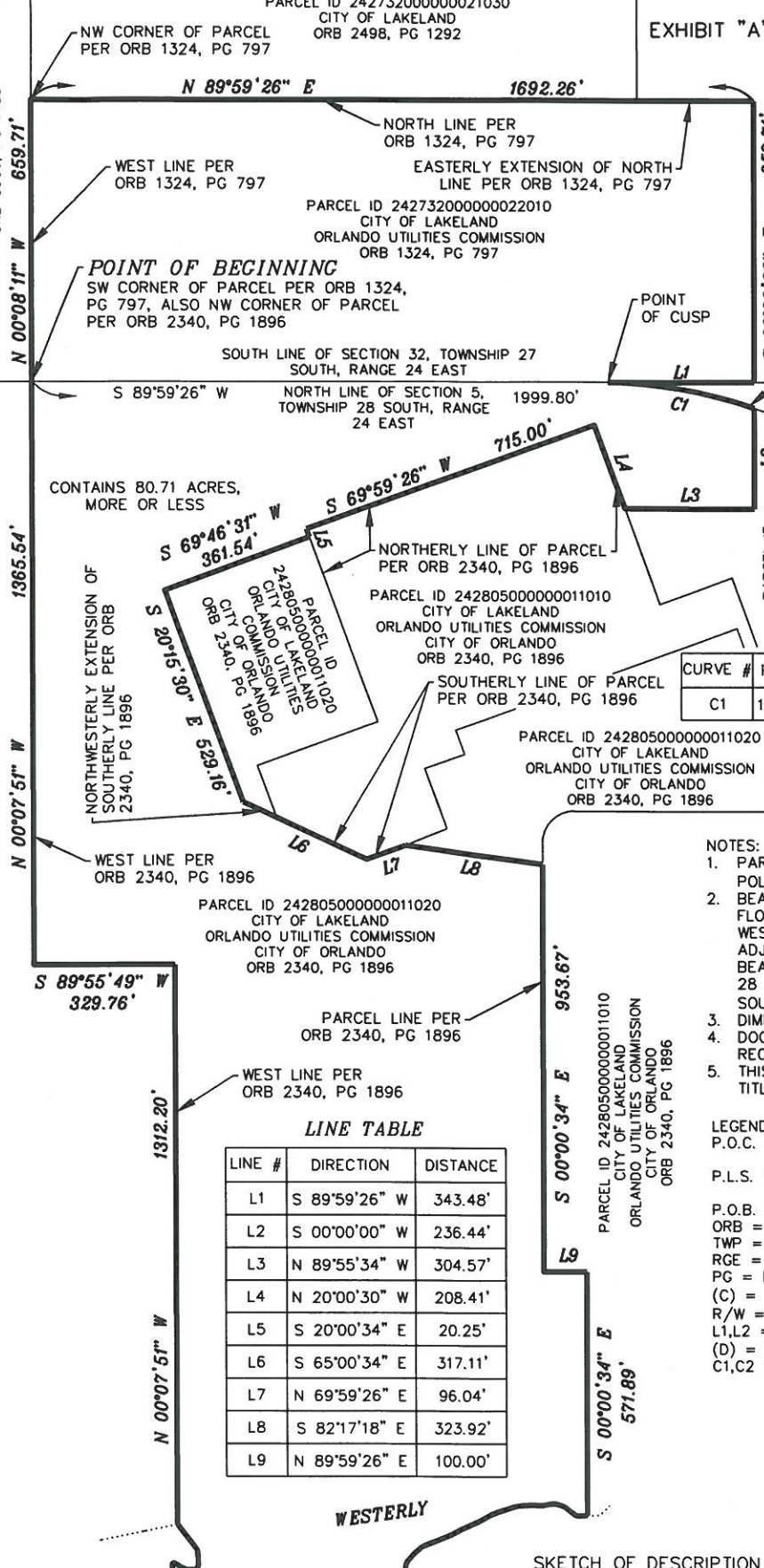
By: _____
Palmer C. Davis, City Attorney

Date: _____

SECTION 5, TWP 28 SOUTH, RGE 24 EAST, AND SECTION 32, TOWNSHIP 27 SOUTH, RANGE 24 EAST, CITY OF LAKELAND POLK COUNTY, FLORIDA

PARCEL ID 24273200000014010
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
ORB 8306, PG 1453

PARCEL ID 24280500000013010
CITY OF LAKELAND
ORB 3642, PG 2230



CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	1105.92'	350.10'	348.64'	S 80°07'34" E	18°08'17"

LINE TABLE

LINE #	DIRECTION	DISTANCE
L1	S 89°59'26" W	343.48'
L2	S 00°00'00" W	236.44'
L3	N 89°55'34" W	304.57'
L4	N 20°00'30" W	208.41'
L5	S 20°00'34" E	20.25'
L6	S 65°00'34" E	317.11'
L7	N 69°59'26" E	96.04'
L8	S 82°17'18" E	323.92'
L9	N 89°59'26" E	100.00'

- NOTES:
- PARENT PARCEL NUMBERS WERE ACQUIRED FROM THE POLK COUNTY PROPERTY APPRAISER'S WEBSITE.
 - BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. FOR A BEARING REFERENCE, THE BEARING ALONG NORTH LINE OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA IS SOUTH 89°59'26" WEST.
 - DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
 - DOCUMENTS DEPICTED ARE RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
 - THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.O.B. = POINT OF BEGINNING
ORB = OFFICIAL RECORDS BOOK
TWP = TOWNSHIP
RGE = RANGE
PG = PAGE
(C) = CALCULATED
R/W = RIGHT OF WAY
L1,L2 = LINE NUMBER
(D) = DEED
C1,C2 = CURVE NUMBER

PB = PLAT BOOK
(F) = FIELD
(P) = PLAT
ID = IDENTIFICATION
NO. = NUMBER
COR = CORNER
N = NORTH
S = SOUTH
E = EAST
W = WEST
NE = NORTHEAST
NW = NORTHWEST
SW = SOUTHWEST
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

THIS IS NOT A SURVEY.
PREPARED UNDER THE DIRECTION OF CITY OF LAKELAND, PUBLIC WORKS ENGINEERING DIVISION
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FLORIDA 33801-5086
863-834-6001

Richard G. Powell 10-23-19

BY: RICHARD G. POWELL, P.L.S.
FLORIDA REGISTRATION NO. 4468
THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2 FOR DESCRIPTION

SHEET 1 OF 2

APPROXIMATE WATER'S EDGE OF LAKE PARKER PER POLK COUNTY PROPERTY APPRAISER'S WEBSITE

LAKE PARKER

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 24 EAST AND SECTION 32, TOWNSHIP 27 SOUTH, RANGE 24 EAST, ALL IN POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH $89^{\circ}59'26''$ WEST, ALONG THE NORTH LINE OF SAID SECTION 5, ALSO BEING THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1999.80 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1324, PAGE 797, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2340, PAGE 1896, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE NORTH $00^{\circ}08'11''$ WEST, ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1324, PAGE 797, A DISTANCE OF 659.71 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE NORTH $89^{\circ}59'26''$ EAST, ALONG THE NORTH LINE OF SAID PARCEL AND THE EASTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 1692.26 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 659.71 FEET TO SAID SOUTH LINE OF SECTION 32, ALSO BEING THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH $89^{\circ}59'26''$ WEST, ALONG SAID LINE, A DISTANCE OF 343.48 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AN UNNAMED ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1098, PAGE 946, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR THE POINT OF CUSP OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE OF $18^{\circ}08'17''$ AND A CHORD DISTANCE OF 348.64 FEET BEARING SOUTH $80^{\circ}07'34''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID WESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 350.10 FEET; THENCE SOUTH $00^{\circ}00'00''$ WEST, A DISTANCE OF 236.44 FEET; THENCE NORTH $89^{\circ}55'34''$ WEST, A DISTANCE OF 304.57 FEET TO THE NORTHERLY LINE OF A PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2340, PAGE 1896; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH $20^{\circ}00'30''$ WEST, 208.41 FEET; 2) SOUTH $69^{\circ}59'26''$ WEST, 715.00 FEET; 3) SOUTH $20^{\circ}00'34''$ EAST, 20.25 FEET; THENCE SOUTH $69^{\circ}46'31''$ WEST, A DISTANCE OF 361.54 FEET; THENCE SOUTH $20^{\circ}15'30''$ EAST, A DISTANCE OF 529.16 FEET TO THE NORTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF A PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2340, PAGE 1896; THENCE SOUTH $65^{\circ}00'34''$ EAST, ALONG SAID NORTHWESTERLY EXTENSION AND SAID SOUTHERLY LINE, A DISTANCE OF 317.11 FEET; THENCE NORTH $69^{\circ}59'26''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 96.04 FEET; THENCE SOUTH $82^{\circ}17'18''$ EAST, A DISTANCE OF 323.92 FEET TO A PARCEL LINE DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2340, PAGE 1896; THENCE ALONG SAID PARCEL LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH $00^{\circ}00'34''$ EAST, 953.67 FEET; 2) NORTH $89^{\circ}59'26''$ EAST, 100.00 FEET; 3) SOUTH $00^{\circ}00'34''$ EAST, 571.89 FEET TO THE APPROXIMATE WATER'S EDGE OF LAKE PARKER PER THE POLK COUNTY PROPERTY APPRAISER'S WEBSITE; THENCE WESTERLY ALONG SAID APPROXIMATE WATER'S EDGE TO THE WEST LINE OF A PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2340, PAGE 1896; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH $00^{\circ}07'51''$ WEST, 1312.20 FEET; 2) SOUTH $89^{\circ}55'49''$ WEST, 329.76 FEET; 3) NORTH $00^{\circ}07'51''$ WEST, 1365.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 80.71 ACRES, MORE OR LESS.



Total Purchase Property Outlined in Blue

Total Purchase of 80.71 Acres of Land for \$482,358.59

Unit 5 Land at \$15,397.92 per acre - 19.22 Acres for \$298,948.02

MGT 2 Land at \$36,000 per acre - 2.0 Acres for \$72,000

Additional Land not used by Unit 3 or Transmission at \$1,923.19 per acre – 59.49 Acres for \$114,410.72.