



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: October 12, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: William J. Blackham, Assistant Manager *WJB*
Real Estate Management Division

CONTACT PERSON: Bill Blackham, Assistant Manager

DIVISION: Real Estate Management
Phone: (407) 836-7352

ACTION REQUESTED:

Approval and execution of Option Agreement Regarding Wellness Way by and among Orange County, Florida, City of Orlando, and Lake County, Florida, Resolution regarding Authorization to Convey Certain County Property Interests to Lake County, Florida in accordance with Section 125.38, Florida Statutes, Option Agreement Regarding Hancock Road Extension by and among Orange County, Florida, City of Orlando, and Lake County, Florida, Resolution regarding Authorization to Convey Certain County Property Interests to Lake County, Florida in accordance with Section 125.38, Florida Statutes, First Amendment to Land Exchange Agreement (Wellness Way / Conserv) by and among South Lake Crossings IV LLC, CPB Hilltop, LLC, Orange County, Florida, and City of Orlando, County Deed from Orange County, Florida to South Lake Crossings IV LLC and CPB Hilltop, LLC, and Termination of Declaration of Easement among Orange County, Florida, City of Orlando, Jerry Jay Chicone, Jr., Cathryn C. Hollfelder a/k/a Cathryn Chicone Hollfelder, Susan E. Chapin f/k/a Susan E. Chicone, Craig T. Ustler, and Catherine E. Ross Groves, Inc.

PROJECT: Wellness Way Road Project

District 1 and Lake County

PURPOSE: To exchange land to provide for access, construction, operation and maintenance of utility facilities.

ITEMS: Option Agreement Regarding Wellness Way
Revenue: \$45,000 per acre (Orange County lands)
\$15,000 per acre (Lake County lands)
Size: To be determined

Resolution (Wellness Way)

Option Agreement Regarding Hancock Road Extension
Revenue: \$20,000 per acre
Size: To be determined

Resolution (Hancock Road Extension)

First Amendment to Land Exchange Agreement (Wellness Way /
Conserv)

County Deed
Revenue: \$900,000
Size: 247.25 acres

Termination of Declaration of Easement
Cost/Revenue: None

REVENUE: Account No.: 4420-038-1300-6990

APPROVALS: Real Estate Management Division
Utilities Department
Risk Management Division

REMARKS: On June 18, 2019, the Board approved the Land Exchange Agreement (Wellness Way / Conserv) (Exchange Agreement) by and among South Lake Crossings IV LLC, (SLC) CPB Hilltop, LLC, (Hilltop) County, and City of Orlando (City).

Pursuant to the Exchange Agreement, SLC and Hilltop (Owners) agreed to convey to County and City (Conserv Partners) approximately 308 acres in Lake County (Owners Property), said lands lying between the Orange/Lake county line and U.S. Highway 27, just north of the proposed Wellness Way corridor. Conserv Partners desire to acquire the Owners Property to accommodate the long range objectives of Water Conserv II

with respect to water management and storage on the Owners Property, including the construction and operation of a water or reclaimed water reservoir and the expansion of its system of rapid infiltration basins.

In exchange, Conserv Partners agreed to convey to Owners approximately 250 acres in Lake County (Conserv Property), said lands lying generally between the Owners Property and U.S. Highway 27, also just north of the proposed Wellness Way corridor. As the value of the Conserv Property exceeds the value of the Owners Property, Owners also agreed to remit to Conserv Partners at closing a sum equal to the difference in property values.

Closing of the Exchange Agreement was made contingent upon Conserv Partners and Lake County entering into an option agreement (Option Agreement), upon terms and conditions outlined in the Exchange Agreement, that grants Lake County an option to purchase certain other Conserv Partners lands required for two roadway projects: (i) a proposed new four-lane road, generally known as Wellness Way, running in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Highway 27 in Lake County; and (ii) a proposed four-lane extension of existing Hancock Road in Lake County, running in a general north-south alignment, extending from its current southern terminus at Hartwood Marsh Road to at least Wellness Way.

This Option Agreement Regarding Wellness Way and this Option Agreement Regarding Hancock Road Extension have been negotiated between Conserv Partners and Lake County and are the Option Agreements called for by the Exchange Agreement. Each Option Agreement is materially consistent with the terms and conditions previously approved by the Board (as outlined in the Exchange Agreement), including with respect to purchase price, closing costs, deadline to exercise option, roadway design criteria, and restrictive covenants on the lands conveyed.

As each Option Agreement will result in a conveyance of County lands pursuant to Section 125.38, Florida Statutes, these Resolutions (with one Resolution for each Option Agreement) are required by Section 125.38, Florida Statutes, as a condition precedent to County entering into these Option Agreements.

This First Amendment to Land Exchange Agreement (Wellness Way / Conserv) (First Amendment) amends the existing Exchange Agreement to accomplish three objectives. First, based on the survey of the Conserv.

Property obtained by Owners in accordance with the Exchange Agreement, this First Amendment establishes the final legal description of the Conserv Property and adjusts the value of the Conserv Property based on such property, as surveyed, containing less acreage than anticipated at the time the Exchange Agreement was entered into. Second, as it has taken considerably longer to finalize the Option Agreements with Lake County than anticipated, this First Amendment updates certain dates set forth in the existing Exchange Agreement. Third, this First Amendment addresses certain title curative matters raised by Owners as part of their due diligence evaluations of the Conserv Property.

In particular, pursuant to the petition attached as Exhibit "J" to the First Amendment, Owners have requested that Conserv Partners release the right of entry to mine and develop certain mineral interests upon the Conserv Property that otherwise may have been reserved by Section 270.11(1), Florida Statutes; however, Conserv Partners are expressly not releasing the mineral interests in the Conserv Property reserved by Section 270.11(1), Florida Statutes.

This County Deed will convey the County's interests in the Conserv Property to Owners in accordance with the Exchange Agreement. The County Deed also releases of the right of entry under Section 270.11(1), Florida Statutes.

This Termination of Declaration of Easement addresses a title objection raised by Conserv Partners as part of their due diligence evaluations of the Owners Property, and provides for the termination of an access easement that otherwise would encumber the Owners Property when conveyed to Conserv Partners.

Closing of the Exchange Agreement is expected to shortly follow Board approval of these items. Closing of the Option Agreements will follow at a later date, after the design, engineering, and permitting of each roadway has advanced to a stage where the right-of-way needs can be accurately determined, and once Lake County elects to exercise its option.

DEC 01 2020

OPTION AGREEMENT REGARDING WELLNESS WAY

THIS OPTION AGREEMENT REGARDING WELLNESS WAY (this “**Agreement**”) is entered into as of the Effective Date (hereinafter defined) by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“**County**”) whose principal place of business is 201 South Rosalind Avenue, Orlando, Florida, 32801, the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, (“**City**”) whose principal place of business is 400 South Orange Avenue, Orlando, Florida, 32801, and LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (“**Buyer**”) whose principal place of business is 315 West Main Street, Tavares, Florida, 32778. County and City may, collectively, sometimes hereafter be referred to as “**Conserv**”. Conserv and Buyer are each a “**Party**” and may, collectively, sometimes hereafter be referred to as the “**Parties**”.

RECITALS

A. Conserv operates a reclaimed water distribution system in parts of Orange and Lake Counties commonly referred to as “**Water Conserv II**”.

B. Conserv owns the Conserv Property (hereinafter defined), with County and City each owning a fifty percent (50%) undivided interest in the Conserv Property. Conserv also owns other lands in Orange and Lake Counties, including other lands contiguous to the Conserv Property.

C. Portions of the Conserv Property have previously been identified as appropriate for the location of a new four-lane road (urban in part, and rural in part), commonly known as Wellness Way, which roadway is proposed to run in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Hwy. 27 in Lake County, as generally depicted on the Concept Plan (hereinafter defined) (“**Wellness Way**”).

D. Buyer has requested Conserv to sell to Buyer those portions of the Conserv Property required as public right-of-way for the construction and operation of Wellness Way, as such portions are hereafter to be determined by the DE&P (hereinafter defined) and to be reflected in the Plans (hereinafter defined) (“**Wellness Way ROW**”).

E. County, pursuant to its home rule power and Section 125.38, Florida Statutes (2020), upon an application by the United States, any department or agency thereof, the State of Florida, any political subdivision or agency thereof, any municipality of the State of Florida, or any corporation or organization not for profit organized for the purposes of promoting community interest and welfare, has authority to determine that certain County property is not needed for County purposes but is needed for the applicant’s use, and to convey such County property, for nominal price or otherwise, to such applicant.

F. Buyer is able to receive County property by way of Section 125.38, Florida Statutes (2020).

G. On even date herewith, the Orange County Board of County Commissioners (the “**Board**”) has determined that the Wellness Way ROW is no longer needed for County and Water Conserv II purposes. The Wellness Way ROW has also been determined by Conserv to be surplus land not required to accommodate the long-range objectives of Water Conserv II with respect to water management and storage.

H. On even date herewith, the Board has determined that it is in the best interest of County and Water Conserv II to sell the Wellness Way ROW to Buyer for Wellness Way.

I. The Parties agree that the sale of the Wellness Way ROW to Buyer for Wellness Way is in the public interest.

J. Buyer desires to purchase, and Conserv desires to sell, the Wellness Way ROW in accordance with Section 125.38, Florida Statutes (2020), and on those terms and conditions more particularly set forth in this Agreement, County will comply with all requirements of Section 125.38, Florida Statutes (2020), to effectuate the sale.

K. In accordance with the terms of this Agreement, Conserv has agreed to grant to Buyer an exclusive option to purchase the Wellness Way ROW.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, Conserv hereby agrees to grant to Buyer an exclusive option to purchase the Wellness Way ROW in accordance with the following terms and conditions:

1. Recitals; Definitions. The recitals set forth above are true and correct and are hereby incorporated into the terms of this Agreement. As used herein, the following terms shall have the definitions set forth below:

1.1 City Deed Form. The form of city deed set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference.

1.2 Concept Plan. That certain conceptual plan and preliminary alignment for Wellness Way set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference.

1.3 Conserv Property. Collectively, the lands currently bearing: (i) Orange County Property Appraiser’s parcel identification number 19-23-27-0000-00-006; (ii) Orange County Property Appraiser’s parcel identification number 19-23-27-0000-00-007; (iii) Orange County Property Appraiser’s parcel identification number 19-23-27-0000-00-010; (iv) Lake County Property Appraiser’s parcel number 24-23-26-000100000700; and (v) Lake County Property Appraiser’s parcel number 23-23-26-000200000200.

1.4 County Deed Form. The form of county deed set forth in **Exhibit “C”** attached hereto and incorporated herein by this reference.

1.5 DE&P. The design, engineering, and permitting of Wellness Way, including obtaining and paying for any mitigation required for the Project, if required.

1.6 Lake ROW. That portion of the Wellness Way ROW located within Lake County, Florida.

1.7 Orange ROW. That portion of the Wellness Way ROW located within Orange County, Florida.

1.8 Plans. The plans, designs, specifications, and drawings for the Project, including but not limited to all construction and engineering plans.

1.9 Project. The design, engineering, permitting, and construction of Wellness Way.

2. Grant of Option. Conserv hereby grants and conveys to Buyer the exclusive option (the “**Option**”) to purchase the Wellness Way ROW in accordance with the terms and conditions of this Agreement.

3. Purchase Price. If Buyer elects to exercise the Option, then the purchase price to be paid by Buyer to Conserv for the Wellness Way ROW will be based upon: (i) the acreage ultimately contained in the Orange ROW (as determined by the sketches of description for the Orange ROW to be agreed upon as described below) multiplied by the per acre value of the Orange ROW (as set forth below) (“**Orange Purchase Price**”); and (ii) the acreage ultimately contained in the Lake ROW (as determined by the sketches of description for the Lake ROW to be agreed upon as described below) multiplied by the per acre value of the Lake ROW (“**Lake Purchase Price**”).

3.1 Per Acre Price Defined and Fixed; Acreages to be Determined. The value of the Orange ROW is Forty Five Thousand and No/100 U.S. Dollars (\$45,000.00) per acre, based on the average of two appraisals obtained by Conserv in 2018. The value of the Lake ROW is Fifteen Thousand and No/100 U.S. Dollars (\$15,000.00) per acre, based on the average of two appraisals obtained by Conserv in 2018. For avoidance of doubt, the values of the Orange ROW and the Lake ROW set forth above are fixed and shall not change after the Effective Date (except by amendment to this Agreement). However, the actual acreages of the Orange ROW and the Lake ROW are dependent upon the sketches of description for the Wellness Way ROW to be agreed upon by the Parties after the Effective Date (as described below); as such, such acreages may change after the Effective Date.

3.2 Sample Calculation. For reference and illustrative purposes only, the Lake ROW is presently projected to include approximately 49.7 acres and the Orange ROW is presently projected to include approximately 13.2 acres; based on such projections, the Orange Purchase Price is projected to be approximately \$594,000 (calculated as 13.2 acres x \$45,000 per acre) and the Lake Purchase Price is projected to be approximately \$745,500 (calculated as 49.7 acres x \$15,000 per acre).

3.3 Pass-Through Funding. Conserv acknowledges that: (i) Buyer

presently does not intend to purchase the Orange ROW using Lake County funds; and (ii) Buyer may obtain funding for the Orange Purchase Price attributable to the Orange ROW pursuant to one or more separate agreements between Buyer and third parties (“**Pass-Through Funding**”). If Buyer elects to use Pass-Through Funding, then any such Pass-Through Funding shall be remitted by such third parties to Buyer pursuant to the terms of such separate agreements, whereupon Buyer shall remit such Pass-Through Funding to Conserv as part of the Orange Purchase Price in accordance with the provisions of Subsection 6.1 below.

4. Instruments of Conveyance.

4.1 County Deeds and City Deeds – Orange ROW. If Buyer exercises the Option as to the Orange ROW, a total of two (2) instruments will be executed and recorded to reflect the conveyance of the Orange ROW:

a. Except as set forth in Subsection 4.3(a) below, County shall convey its interest in the Orange ROW to Buyer by county deed, in the form of the County Deed Form (the “**County Deed – Orange**”).

b. Except as set forth in Subsection 4.3(b) below, City shall convey its interest in the Orange ROW to Buyer by city deed, in the form of the City Deed Form (the “**City Deed – Orange**”).

4.2 County Deeds and City Deeds – Lake ROW. If Buyer exercises the Option as to the Lake ROW, a total of two (2) instruments will be executed and recorded to reflect the conveyance of the Lake ROW:

a. County shall convey its interest in the Lake ROW to Buyer by county deed, in the form of the County Deed Form (the “**County Deed – Lake**”).

b. City shall convey its interest in the Lake ROW to Buyer by city deed, in the form of the City Deed Form (the “**City Deed – Lake**”).

c. The County Deed – Orange and the County Deed – Lake are hereinafter, collectively, referred to as the “**County Deeds**”. The City Deed – Orange and the City Deed – Lake are hereinafter, collectively, referred to as the “**City Deeds**”.

4.3 Direct Deed Option – Orange ROW. Simultaneously with Buyer’s delivery of, and as part of, the Option Notice (hereinafter defined) applicable to the Orange ROW, Buyer may, but shall not be required to, direct Conserv to convey the Orange ROW to County, instead of Buyer, as part of this transaction (the “**Direct Deed Option**”). In the event that Buyer does not elect the Direct Deed Option as part of such Option Notice, then Buyer’s right to elect the Direct Deed Option shall be deemed waived. If Buyer elects the Direct Deed Option, then:

a. the County Deed Form shall not be used for the County Deed – Orange and instead the County Deed – Orange shall (for all purposes under this Agreement) be a notice of reservation, prepared by County in accordance with County’s

internal processes and procedures, to reflect a transfer of control of County's interest in the Orange ROW from the Orange County Utilities Department to the Orange County Public Works Department; and

b. the City Deed – Orange shall be altered from the attached City Deed Form in the following respects: (i) County, not Buyer, shall be the grantee of the City Deed – Orange; (ii) the last paragraph on the first page of the City Deed Form shall be deleted from the City Deed – Orange; and (iii) Exhibits "B" and "C" of the City Deed Form shall be omitted from the City Deed – Orange.

5. Exercise of Option. Following satisfaction (or waiver) of all Contingencies, Buyer may, but shall not be required to, exercise the Option, in whole or in part, by delivering one or more written notices to Conserv of Buyer's intent to purchase all or a portion of the Wellness Way ROW (each, an "**Option Notice**"). At Buyer's election, Buyer's first Option Notice may exercise the Option as to all of the Wellness Way ROW, or just as to the Orange ROW or the Lake ROW. If Buyer elects to initially exercise the Option just as to the Orange ROW or the Lake ROW, Buyer may subsequently exercise the Option as to the other portion of the Wellness Way ROW by sending a second, separate Option Notice. In the event that Buyer is electing the Direct Deed Option for the Orange ROW, then the Option Notice applicable to the Orange ROW shall also provide notice to Conserv that Buyer is electing the Direct Deed Option.

5.1 Time to Exercise. Notwithstanding the foregoing, all Option Notices must be delivered to Conserv within five (5) calendar years after the Effective Date, (the "**Outside Option Date**") after which Buyer's right to exercise the Option (in whole, or as to any part of the Wellness Way ROW not yet acquired) shall terminate.

5.2 Execution of Deeds. Following receipt of an Option Notice: (i) County shall promptly proceed to cause the County Deed, or County Deeds (as applicable), to be executed by County in accordance with County's internal processes and procedures; and (ii) City shall promptly proceed to cause the City Deed, or City Deeds (as applicable), to be executed by City in accordance with City's internal processes and procedures. The Parties hereby acknowledge that County execution of the County Deeds (and, if Buyer elects the Direct Deed Option, County's acceptance of the City Deed – Orange) will require consent agenda approval by the Board.

5.3 Conveyance Notice. Once the required County Deed(s) and the City Deed(s), as applicable, have been fully executed by County and City, respectively, Conserv shall provide notice to Buyer that Conserv is ready to convey the Orange ROW and/or the Lake ROW, as applicable, to Buyer in accordance with this Agreement (a "**Conveyance Notice**"). A Conveyance Notice shall also set forth the amount of the Orange Recording Fees (hereinafter defined) and/or the amount of the Lake Recording Fees (hereinafter defined), as applicable, due from Buyer pursuant to Subsection 6.1 below.

6. Conveyance.

6.1 Buyer Obligations. Within sixty (60) days after delivery of a Conveyance Notice, Buyer shall:

a. Purchase Price – County. Deliver to County one-half (1/2) of the Orange Purchase Price (calculated as set forth in Section 3 above) and/or Lake Purchase Price (calculated as set forth in Section 3 above), as applicable, in the form a cashier's check, drawn on a local bank, payable to County.

b. Purchase Price – City. Deliver to City one-half (1/2) of the Orange Purchase Price (calculated as set forth in Section 3 above) and/or Lake Purchase Price (calculated as set forth in Section 3 above), as applicable, in the form a cashier's check, drawn on a local bank, payable to City.

c. Recording Fees – Orange. If the Orange ROW is then being conveyed, deliver to County a separate check, payable to the Orange County Comptroller, in an amount equal to record the County Deed – Orange and the City Deed – Orange, including documentary stamp tax, if applicable (the “**Orange Recording Fees**”).

d. Recording Fees – Lake. If the Lake ROW is then being conveyed, deliver to County a separate check, payable to the Lake County Clerk of Court, in an amount equal to record the County Deed – Lake and the City Deed – Lake, including documentary stamp tax, if applicable (the “**Lake Recording Fees**”).

e. The Parties agree that the closing and conveyances for the Lake ROW and Orange ROW may occur at and on separate dates and times.

6.2 Conserv Obligations. Within ten (10) business days after satisfaction of the obligations of Buyer described in Subsection 6.1 above, Conserv shall, as applicable: (i) if the Orange ROW is then being conveyed, cause the County Deed – Orange and the City Deed – Orange to be recorded in the Official Records of Orange County, Florida; and/or (ii) if the Lake ROW is then being conveyed, cause the County Deed – Lake and the City Deed – Lake to be recorded in the Official Records of Lake County, Florida. Electronic copies of the recorded County Deed(s) and City Deed(s), as applicable, will be delivered to Buyer by Conserv when available post-recording (collectively, “**Conveyance**”).

6.3 Other Expenses. For avoidance of doubt, except as otherwise expressly set forth in this Agreement, Buyer shall pay for all costs and expenses to be incurred for and/or in connection with the performance of the transaction, the completion of the Option, and the sale of the Wellness Way ROW (or portion(s) thereof, as applicable), as contemplated herein. Subject to the provisions of Subsection 3.3 above, Buyer may use Pass-Through Funding for such costs and expenses. Each Party shall pay its own attorney and legal fees, costs, and expenses. The Parties acknowledge that, if Buyer does not assign its rights and obligations under this Agreement pursuant to Section 9 below, as a conveyance from a state agency or instrumentality to an agency of the state, no documentary stamp tax will be due on this transaction per F.A.C. 12B-4.014(10).

6.4 Taxes; Proration. There shall be no payment by Conserv or proration between Buyer and Conserv of taxes, charges, or assessments applicable to the

Wellness Way ROW, if any; Buyer shall acquire title to the Wellness Way ROW subject to all taxes, charges, or assessments applicable to the Wellness Way ROW, if any.

7. Contingencies.

7.1 Contingencies Defined. Buyer's right to exercise the Option and send an Option Notice, and Conserv's obligation to convey all or any part of the Wellness Way ROW to Buyer, is contingent upon and subject to those matters specifically set forth hereinafter in this Subsection 7.1 (the "**Contingencies**"):

a. Conserv and Buyer shall have approved both a legal description and sketch of description for the Orange ROW (the "**Orange Sketch**") and a legal description and sketch of description for the Lake ROW (the "**Lake Sketch**" and, together with the Orange Sketch, the "**Sketches**"), which Sketches shall include the exact acreage determination of the Orange ROW and the Lake ROW, respectively. Buyer, at no cost or expense to Conserv, shall be responsible for the initial preparation of the Lake Sketch and delivery of the same to Conserv for review as part of the DE&P of the Lake ROW. Conserv shall not unreasonably withhold, condition, or delay its approval of the Sketches; provided, however, without limiting the generality of the foregoing, it shall be reasonable for Conserv to withhold its approval of the Sketches if any of the following is true: (i) the Sketches are inconsistent with any of the Design Standards (as defined below), including without limitation the Design Standards concerning width and alignment of the Wellness Way ROW; (ii) the Sketches are inconsistent with the DE&P; (iii) the DE&P has not yet advanced to stage of completion at which Conserv can reasonably assess whether or not the Sketches will be consistent with the final DE&P and Project right-of-way needs; and/or (iv) the Sketches objectively contain technical defects. For avoidance of doubt, Conserv shall have no responsibility to prepare, or to incur any cost or expense with respect to, the Sketches.

b. In the event that Buyer does not elect the Direct Deed Option as part of the Option Notice applicable to the Orange ROW, there shall be one or more fully-executed agreements in effect between County and Buyer (and/or between County and third parties) that provide a binding obligation that the Orange ROW, following completion of construction of the first two lanes of Wellness Way within the Orange ROW, will be conveyed to County (at no cost or expense to County) for County's ownership and maintenance of the same as public right-of-way.

7.2 Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement at any time upon the written agreement of Conserv and Buyer. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to waive Contingencies and furnish notices pursuant to this paragraph; the City of Orlando Real Estate Manager is hereby authorized, on behalf of City, to waive Contingencies and furnish notices pursuant to this paragraph.

7.3 Effect of Failure of Contingency. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing

by agreement of Conserv and Buyer on or before the Outside Option Date, then this Agreement shall terminate.

8. DE&P and Construction. Buyer or its designee, at no cost or expense to Conserv, shall be responsible for the DE&P of the portion of Wellness Way located in Lake County. Buyer is not under an obligation by way of this Agreement to utilize Buyer's funds for DE&P and construction of the portion of Wellness Way located in Orange County; provided, however, such lack of obligation on the part of Buyer shall not have any impact on the interpretation or meaning of the express terms and conditions of the Re-conveyance Agreement (as defined below) to be set forth in the County Deed(s) and City Deed(s). For avoidance of doubt, Buyer agrees that (except as otherwise subsequently agreed to by Conserv, County, and/or City) none of Conserv, County, or City shall have any responsibility for the DE&P, for the Plans, for the construction of Wellness Way, or for any costs or expenses associated with such DE&P, Plans, and/or construction.

8.1 Plan Review. Plans will be submitted to Conserv for review and approval at the 30%, 60%, 90%, and 100% stages of completion. At each stage, such Plans will be submitted to Conserv for review and comment prior to the submission of the Plans to the applicable governmental authorities for approval. Upon receipt of each stage of the Plans, Conserv shall notify Buyer within 30 days after submission of its approval or disapproval of such set of Plans, and, if disapproved, the specific reasons for such disapproval and the modifications deemed necessary by Conserv in order for such set of Plans to be acceptable (a "**Disapproval Notice**"). Conserv's approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, without limiting the generality of the foregoing, it shall be reasonable for Conserv to withhold its approval of any set or stage of Plans if any of the following is true: (i) the Plans are inconsistent with any of the Design Standards (as defined below); (ii) construction and/or operation of the Project, as reflected in the DE&P and/or Plans, would materially and adversely affect the operations of Water Conserv II; and/or (iii) the Plans objectively contain technical defects.

8.2 Revised Plans. In the event Conserv delivers a Disapproval Notice to Buyer, whether pursuant to Subsection 8.1 above or this Subsection 8.2, the applicable stage of Plans shall be revised to address Conserv's reasonable concerns or objections and shall be resubmitted to Conserv for re-review prior to the submission of such revised set of Plans to the applicable governmental authorities for approval. Upon receipt of any revised set of Plans, Conserv shall review the same and notify Buyer of its approval of such revised set of Plans or deliver to Buyer a Disapproval Notice.

8.3 Approved Plans. Subsequent to obtaining Conserv's approval of any stage of Plans (the "**Approved Plans**"), the Approved Plans may be submitted to the applicable governmental authorities in order to obtain the necessary governmental approvals (including construction permits) to construct the Project. In the event any material changes are made to any set of Approved Plans after submission of same to the governmental authorities, such materially revised Approved Plans shall be resubmitted to Conserv for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and the Parties shall undertake again the review and approval

process set forth in Subsection 8.2 above until the revised Approved Plans are approved by Conserv.

8.4 Design Standards. The Parties hereby agree that the DE&P and Plans will include, and Wellness Way will be constructed consistent with, the following elements (the “**Design Standards**”) unless otherwise hereafter agreed to by the Parties in a separate writing:

a. The width of the Wellness Way ROW shall at no point exceed two hundred (200) feet, with the exception of harmonizing grading if necessary. Subject to and in accordance with County’s and City’s respective internal processes and procedures (which, in the case of County, will require consent agenda approval by the Board), and upon written request from Buyer following a Conveyance, Conserv will provide approval for harmonizing grading as a right of entry, in form and substance reasonably acceptable to all of the Parties, which right of entry shall be temporary in nature; Conserv will not receive compensation for the temporary use. Conserv shall have approval of the harmonizing with the Plan review approvals.

b. Except as set forth in the following sentence, Wellness Way shall be initially designed and initially constructed as a four-lane roadway. Alternatively, all or certain segments of Wellness Way may be initially constructed as a two-lane roadway, so long as: (i) the DE&P and Plans contemplated by this Agreement include the four-lane design; and (ii) any segments of Wellness Way initially constructed as a two-lane roadway are built in a manner that accommodates expansion to four lanes consistent with the DE&P and Plans.

c. The alignment of Wellness Way and the Wellness Way ROW will not materially deviate from the Concept Plan, unless agreed to by the Parties in an amendment to this Agreement.

d. The DE&P and Plans shall provide for one (1) approved point of access for the benefit of Conserv onto the Lake ROW (the “**Lake ROW Access Point**”) and one (1) approved point of access onto the Orange ROW (the “**Orange ROW Access Point**”). The Lake ROW Access Point and the Orange ROW Access Point are sometimes referred to as the “**Access Point(s)**”. Each Access Point shall be designed to accommodate the safe crossing of Wellness Way by construction and maintenance vehicles operated by Conserv, its contractors, consultants, and employees, and shall be required to be controlled by an on-demand traffic signal (controlled by Conserv) that normally operates in a flashing yellow mode unless there is a needed crossing of either Access Point, in which case it turns red. As a break in, but connected to, the security fencing (discussed below), the DE&P and Plans shall provide for automatic traffic gates on both sides of each Access Point/Wellness Way crossing, for a total of four (4) automatic gates. Specifications for the automatic traffic gates shall be provided by Conserv during the DE&P. Once constructed, each Access Point may be subsequently relocated upon mutual approval of the Parties and at the expense of the Party seeking such relocation.

e. The DE&P and Plans shall reflect security fencing along the Wellness Way ROW, as requested by Conserv. Any such security fencing shall be similar to that currently used by Conserv in Lake County and shall be constructed just outside of said Wellness Way ROW. Once constructed as part of the Project, such security fencing will be owned and maintained by Conserv.

f. The DE&P and Plans shall provide for utility easements in favor of Conserv within the Wellness Way ROW, including crossings, as requested by Conserv; provided, however, that any such easements are subordinate to the public road right-of-way.

g. The DE&P and Plans shall provide for casing, or other mutually agreeable protection, of all existing Conserv pipes within and/or crossing the Wellness Way ROW.

h. The DE&P and Plans shall provide for one (1) crossing of a one (1) billion gallon reservoir, with a maximum berm design elevation of 110 feet NGVD (National Geodetic Vertical Datum of 1929), which reservoir is proposed to be constructed by Conserv within the Conserv Property and/or other lands owned by Conserv in the vicinity of the Conserv Property. If required by such crossing of the reservoir, the DE&P and Plans shall provide (per Conserv's design requirements) for a berm/elevated roadway across the reservoir area, including culverts to allow water flow between lobes of the reservoir.

8.5 Survival. All terms and provisions of this Section 8, and all subsections of said section, shall survive the Conveyance(s).

9. Assignment. Except as otherwise set forth in this Section 9 (or in Subsection 4.3 above), neither this Agreement, nor any right or obligation of any Party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all Parties. Notwithstanding the foregoing, prior to Buyer's delivery of its first Option Notice, Buyer's rights and obligations under this Agreement shall be once assignable in accordance with the following terms:

9.1 The assignment shall be in writing.

9.2 Buyer shall provide notice of the assignment and a copy of the written assignment instrument to Conserv within ten (10) days after full execution of the same by both Buyer and assignee.

9.3 The assignment must include all of Buyer's rights and obligations under this Agreement; no partial assignment of Buyer's rights or obligations shall be permitted.

9.4 The assignee must be a legal person (other than a "corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare") eligible to apply for and receive County property under Section 125.38, Florida Statutes.

9.5 Buyer's rights and obligations under this Agreement may only be assigned once. After Buyer has assigned Buyer's rights and obligations under this Agreement pursuant to this Section 9, Buyer's assignee may not further assign, delegate, or otherwise transfer this Agreement, or any right or obligation of Buyer or such assignee, in whole or in part, without the express written consent of all Parties (or except as otherwise set forth in Subsection 4.3 above).

10. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or to such other address or to such other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

As to County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Ave.
5th Floor
Orlando, FL 32802-1393

With a copy to: Orange County Utilities
9150 Curry Ford Rd.
Orlando, FL 32825-7600
Attn: Director

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

As to City: City of Orlando
400 S. Orange Ave.
Orlando, FL 32801-3360
Attn: Director of Public Works

As to Buyer: Lake County Manager
P.O. Box 7800
Tavares, FL 32778-7800

With a copy to: Lake County Public Works
P.O. Box 7800
Tavares, FL 32778-7800
Attn: Public Works Director

The Manager of the Orange County Real Estate Management Division is hereby

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

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

12. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13. Remedies and Enforcement. The Parties expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

13.1 Limitations on Conserv's Remedies. Upon any failure by Buyer to perform its obligations under this Agreement, Conserv shall be limited strictly to only the following remedies:

- a. an action for specific performance or injunction; or
- b. an action for declaratory judgment regarding the rights and obligations of the Parties; or
- c. the right to terminate this Agreement; or
- d. any combination of the foregoing.

13.2 Limitations on Buyer's Remedies. Upon any failure by Conserv to perform its obligations under this Agreement, Buyer shall be limited strictly to only the following remedies:

- a. an action for specific performance or injunction; or
- b. an action for declaratory judgment regarding the rights and obligations of the Parties; or
- c. the right to terminate this Agreement; or
- d. any combination of the foregoing.

13.3 Waiver of Attorney and Legal Fees; Venue; Waiver of Jury Trial. The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. The Parties expressly agree that each Party shall bear the cost of its own attorneys' and legal fees, and all other costs, for any action (including all appeals) arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The Parties

expressly waive their respective rights to trial by jury.

13.4 Deed Remedies. For avoidance of doubt, the provisions of Section 13.1 above shall not be applicable to the County Deeds and/or the City Deeds; County and/or City, respectively, shall have all remedies available at law or in equity to enforce the covenants, conditions, restrictions, and Buyer's duties and obligations set forth in the County Deeds and the City Deeds, respectively.

13.5 Survival. All terms and provisions of this Section 13, and all subsections of said section, shall survive the Conveyance(s).

14. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

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

16. Construction. This Agreement shall not be construed against any Party on the basis of it being the drafter of this Agreement. The Parties agree that each played an equal part in negotiating the terms and conditions of this Agreement.

17. Headings. The caption, section, subsection, and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

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

19. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

20. Application of Section 125.38, Florida Statutes. The sale of County's interest in the Wellness Way ROW pursuant to this Agreement shall be deemed to be a sale of County property pursuant to Section 125.38, Florida Statutes (2020). The execution of this Agreement by Buyer, and the recitals of this Agreement set forth above, shall constitute Buyer's application required by Section 125.38, Florida Statutes (2020). Prior to the Effective Date (or on even date herewith), County has adopted that resolution required by Section 125.38, Florida Statutes (2020), to authorize the sale of County's interest in the Wellness Way ROW as contemplated in this Agreement.

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

22. Sovereign Immunity. No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or limits of liability by County, Buyer, or City, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2020).

23. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

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

25. Survival; Effect of Termination. Neither this Agreement, nor any term or provision hereof, shall survive once Conveyance of all of the Wellness Way ROW has occurred hereunder, except as specifically provided herein. Upon any termination of this Agreement, the Parties shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

26. No Recording. Neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

27. AS-IS SALE. Except to the extent specifically set forth herein, Conserv makes and shall make no representation or warranty, express or implied, regarding the condition, operability, safety, or fitness for intended purpose or use of the Wellness Way ROW. Buyer specifically acknowledges and agrees that except as otherwise specifically set forth herein to the contrary, Conserv shall convey and Buyer shall accept the Wellness Way ROW on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Conserv and/or Conserv's board, staff, counsel, employees, and/or other agents, as to any matters concerning the Wellness Way ROW except as specifically set forth in this Agreement, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Wellness Way ROW; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Wellness Way ROW; (iv) the development potential of the Wellness Way ROW; (v) the Wellness Way ROW's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Wellness Way ROW for any particular use or purpose; (vii)

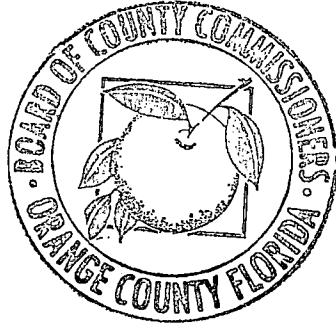
the zoning or other legal status of the Wellness Way ROW or any other public or private restrictions on the use of the Wellness Way ROW; (viii) the compliance of the Wellness Way ROW or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Wellness Way ROW; (ix) the presence of hazardous or toxic materials on, under, or about the Wellness Way ROW or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Wellness Way ROW, (xi) any service contracts, guarantees or warranties, or other agreements affecting the Wellness Way ROW; (xii) the economics of the transfer of the Wellness Way ROW; (xiii) the freedom of the Wellness Way ROW from latent or apparent vices or defects; (xiv) peaceable possession of the Wellness Way ROW; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Wellness Way ROW. Buyer shall not have any rights or claims whatsoever against Conserv or Conserv's board, staff, counsel, employees, or other agents, for damages, rescission, or reduction or return of the Orange Purchase Price and/or Lake Purchase Price because of any matter not represented or warranted by Conserv contained in this Agreement, and all such rights and claims are hereby expressly waived by Buyer. The terms and provisions of this Section shall survive both the Conveyance of, and/or any termination of, this Agreement.

28. Effective Date. The effective date of this Agreement (the “**Effective Date**”) shall be latest of: (i) the date this Agreement is executed by Buyer; (ii) the date this Agreement is executed by City; (iii) the date this Agreement is executed by County; (iv) the date this Agreement is approved by the Board; and (v) the “Closing Date” (as defined in the Exchange Agreement (hereinafter defined)). Notwithstanding anything in this Agreement to the contrary, this Agreement shall not take effect, and this Agreement shall be null and void and of no force or effect, if the “Closing Date” (as defined in the Exchange Agreement (hereinafter defined)) of the Exchange Agreement does not occur on or before December 31, 2021. As used in this Section 28, the “Exchange Agreement” shall mean and refer to that certain “Land Exchange Agreement (Wellness Way/Conserv)” with an effective date of June 18, 2019, by and among South Lake Crossings IV LLC, a Florida limited liability company, (“**SLC**”) CPB Hilltop, LLC, a Florida limited liability company, (“**Hilltop**”) County, and City, providing for, among other terms and conditions, the conveyance by SLC and Hilltop to Conserv of certain lands consisting of approximately 308 acres in the vicinity of the Lake ROW in exchange for the conveyance by Conserv to SLC and Hilltop of certain other lands consisting of approximately 247.25 acres also in the vicinity of the Lake ROW.

(signature pages and exhibits follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

“COUNTY”



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 1 December 2020

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

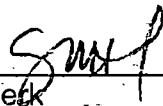
BY: *Noelia Perez*
for Deputy Clerk

Noelia Perez
Printed Name

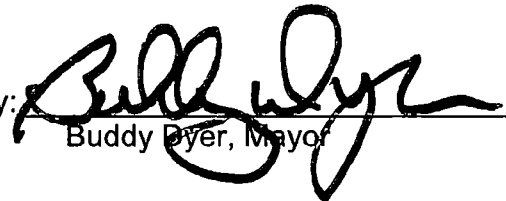
"CITY"

ATTEST:

CITY OF ORLANDO



City Clerk


By: 

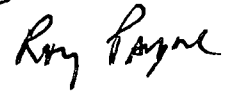
Buddy Eyer, Mayor

Printed Name: Stephanie Herdovia

Date: 12.7.2020

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



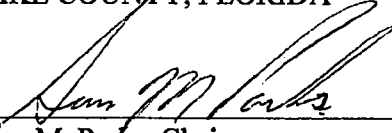
City Attorney
Orlando, Florida 

City Council Meeting: 12-7-2020
Item: B-8 Documentary: 201207B08

OPTION AGREEMENT REGARDING WELLNESS WAY_20

"BUYER"


**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**



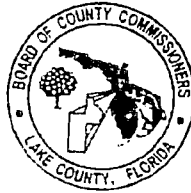
Sean M. Parks, Chairman

This 22 day of December, 2020


ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:



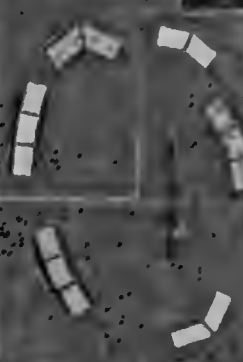
Melanie Marsh
County Attorney

EXHIBIT A

Proposed Alignment of Wellness Way/Concept Plan

(see attached one (1) instrument totaling one (1) page)

PROPOSED "WELNESS WAY" ALIGNMENT



CHALMERS GROVES INC



EXHIBIT B
Form of City Deed

(see attached one (1) instrument totaling five (5) pages)

Instrument: _____
Project: Wellness Way Road Project

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

CITY DEED

THIS DEED, Made and executed the _____ day of _____, A.D. 20____, by CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the state of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32801, GRANTOR, to LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778, GRANTEE.

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

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

Property Appraiser's Parcel Identification Number(s):

a portion of _____
a portion of _____
a portion of _____

SUBJECT TO all taxes, assessments, easements, reservations, and other matters of record, reference to which shall not operate to reimpose the same.

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

THIS CONVEYANCE is made by GRANTOR and accepted by GRANTEE subject to the use restriction set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Use Restriction**"), and the agreement set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Re-conveyance Agreement**"), which Use Restriction and Re-Conveyance Agreement are made for the benefit of GRANTOR and the Orange County, Florida, a charter county and political subdivision of the state of Florida ("**County**"); County is hereby deemed an express third-party beneficiary with full enforcement rights with respect to the Use Restriction and Re-Conveyance Agreement.

(signature page and exhibits follow)

Instrument: _____
Project: Wellness Way Road Project

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

Signed, sealed, and delivered
in the presence of:

CITY OF ORLANDO

Witnesses:

By: _____
Mayor / Mayor Pro Tem

ATTEST: _____
Denise Aldridge, City Clerk

Printed Name

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

Printed Name

_____, 20__

Chief Assistant City Attorney

Printed Name

STATE OF _____
COUNTY OF _____

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

Witness my hand and official seal this ____ day of _____, 20__.

(Notary Seal)

Notary Signature

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

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

My commission expires:

Instrument: _____
Project: Wellness Way Road Project

SCHEDULE "A"

Legal Description of Real Property

*(legal description and sketch of description to be agreed upon prior to execution and recording,
and attached hereto prior to recording,
in accordance with Subsection 7.1(a) of the Agreement to which this form of deed is attached)*

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "B"

Use Restriction

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee's agreement to limit and restrict the use of the Property to the Permissible Uses (hereinafter defined), unless the prior written consent of both Grantor and County is obtained for such other uses, which consent may be withheld or conditioned in Grantor's and/or County's sole and absolute discretion (the "**Use Restriction**").

The Permissible Uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws, are: (i) public roadways; (ii) drainage associated with said public roadways; (iii) public utilities; and (iv) public recreational trails (the "**Permissible Uses**"); provided, however, that Permissible Uses are allowed only to the extent that they are consistent with and in compliance with the "DE&P", the "Approved Plans", and the "Design Standards", as such three terms are used and defined in that certain unrecorded "Option Agreement Regarding Wellness Way" dated _____, 2020, among Grantor, Grantee, and County, as approved by the Orange County Board of County Commissioners on _____, 2020.

This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "C"

Re-Conveyance Agreement

In the event that, on or before the date that is ten (10) years after the recording of this deed in the Official Records of _____ County, Florida, construction of the first two lanes of Wellness Way (hereinafter defined) has not been completed, and/or the first two lanes of said Wellness Way have not been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property, then Grantee, upon written notice from Grantor or County, shall, at Grantee's sole cost and expense, execute and record in the Official Records of _____ County, Florida, a single county deed, substantially in the form provided by Section 125.411, Florida Statutes (2020), pursuant to which Grantee will convey all of Grantee's right, title, and interest in and to the Property back to Grantor and County (the "Re-conveyance Agreement").

As used in this deed, "Wellness Way" shall mean and refer to that certain proposed new four-lane road (urban, in part and rural in part) running in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Hwy. 27 in Lake County.

The Re-conveyance Agreement is a right, not an obligation, of Grantor and County which may be exercised (or not) by Grantor or County in their sole and absolute discretion; provided, however, that the Re-conveyance Agreement (and the option of Grantor or County to demand that Grantee convey the Property back to Grantor and County) shall terminate at such time as construction of the first two lanes of Wellness Way is completed and the first two lanes of said Wellness Way have been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property.

In the event that Grantee conveys the Property back to Grantor and County pursuant to the Re-conveyance Agreement, then within thirty (30) days after the recording of the re-conveyance deed and Grantee providing the original of the same to Grantor and County, the person (Grantor or County, as applicable) that demanded Grantee to convey the Property back to Grantor and County shall remit the sum of \$ _____ to Grantee.

(the blank line in the immediately preceding paragraph above shall be completed, prior to execution and recording, with the sum equal to the Orange Purchase Price or Lake Purchase Price, as applicable, as such Orange Purchase Price or Lake Purchase Price, as applicable, is calculated in accordance with Section 3 of the Agreement to which this form of deed is attached)

This Re-conveyance Agreement shall run with title to the land, and shall be binding upon successors and assigns.

EXHIBIT C

Form of County Deed

(see attached one (1) instrument totaling five (5) pages)

Instrument: _____
Project: Wellness Way Road Project

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

COUNTY DEED

THIS DEED, made as of the date signed below, by ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, to LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778, GRANTEE.

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

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

Property Appraiser's Parcel Identification Number(s):

a portion of _____
a portion of _____
a portion of _____

SUBJECT TO all taxes, assessments, easements, reservations, and other matters of record, reference to which shall not operate to reimpose the same.

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

THIS CONVEYANCE is made by GRANTOR and accepted by GRANTEE subject to the use restriction set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Use Restriction**"), and the agreement set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Re-conveyance Agreement**"), which Use Restriction and Re-Conveyance Agreement are made for the benefit of GRANTOR and the City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida ("**City**"); City is hereby deemed an express third-party beneficiary with full enforcement rights with respect to the Use Restriction and Re-Conveyance Agreement.

(signature page and exhibits follow)

Instrument: _____
Project: Wellness Way Road Project

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

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

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

(exhibits follow)

Instrument: _____
Project: Wellness Way Road Project

SCHEDULE "A"

Legal Description of Real Property

*(legal description and sketch of description to be agreed upon prior to execution and recording,
and attached hereto prior to recording,
in accordance with Subsection 7.1(a) of the Agreement to which this form of deed is attached)*

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "B"

Use Restriction

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee's agreement to limit and restrict the use of the Property to the Permissible Uses (hereinafter defined), unless the prior written consent of both Grantor and City is obtained for such other uses, which consent may be withheld or conditioned in Grantor's and/or City's sole and absolute discretion (the "**Use Restriction**").

The permissible uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws, are: (i) public roadways; (ii) drainage associated with said public roadways; (iii) public utilities; and (iv) public recreational trails (the "**Permissible Uses**"); provided, however, that Permissible Uses are allowed only to the extent that they are consistent with and in compliance with the "DE&P", the "Approved Plans", and the "Design Standards", as such three terms are used and defined in that certain unrecorded "Option Agreement Regarding Wellness Way" dated _____, 2020, among Grantor, Grantee, and City, as approved by the Orange County Board of County Commissioners on _____, 2020.

This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "C"

Re-Conveyance Agreement

In the event that, on or before the date that is ten (10) years after the recording of this deed in the Official Records of _____ County, Florida, construction of the first two lanes of Wellness Way (hereinafter defined) has not been completed, and/or the first two lanes of said Wellness Way have not been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property, then Grantee, upon written notice from Grantor or City, shall, at Grantee's sole cost and expense, execute and record in the Official Records of _____ County, Florida, a single county deed, substantially in the form provided by Section 125.411, Florida Statutes (2020), pursuant to which Grantee will convey all of Grantee's right, title, and interest in and to the Property back to Grantor and City (the "Re-conveyance Agreement").

As used in this deed, "Wellness Way" shall mean and refer to that certain proposed new four-lane road (urban in part, and rural in part) running in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Hwy. 27 in Lake County.

The Re-conveyance Agreement is a right, not an obligation, of Grantor and City which may be exercised (or not) by Grantor or City in their sole and absolute discretion; provided, however, that the Re-conveyance Agreement (and the option of Grantor or City to demand that Grantee convey the Property back to Grantor and City) shall terminate at such time as construction of the first two lanes of Wellness Way is completed and the first two lanes of said Wellness Way have been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property.

In the event that Grantee conveys the Property back to Grantor and City pursuant to the Re-conveyance Agreement, then within thirty (30) days after the recording of the re-conveyance deed and Grantee providing the original of the same to Grantor and City, the person (Grantor or City, as applicable) that demanded Grantee to convey the Property back to Grantor and City shall remit the sum of \$ _____ to Grantee.

(the blank line in the immediately preceding paragraph above shall be completed, prior to execution and recording, with the sum equal to the Orange Purchase Price or Lake Purchase Price, as applicable, as such Orange Purchase Price or Lake Purchase Price, as applicable, is calculated in accordance with Section 3 of the Agreement to which this form of deed is attached)

This Re-conveyance Agreement shall run with title to the land, and shall be binding upon successors and assigns.

DEC 01 2020

OPTION AGREEMENT REGARDING HANCOCK ROAD EXTENSION

THIS OPTION AGREEMENT REGARDING HANCOCK ROAD EXTENSION (this “**Agreement**”) is entered into as of the Effective Date (hereinafter defined) by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“**County**”) whose principal place of business is 201 South Rosalind Avenue, Orlando, Florida, 32801, the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, (“**City**”) whose principal place of business is 400 South Orange Avenue, Orlando, Florida, 32801, and LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (“**Buyer**”) whose principal place of business is 315 West Main Street, Tavares, Florida, 32778. County and City may, collectively, sometimes hereafter be referred to as “**Conserv**”. Conserv and Buyer are each a “**Party**” and may, collectively, sometimes hereafter be referred to as the “**Parties**”.

RECITALS

A. Conserv operates a reclaimed water distribution system in parts of Orange and Lake Counties commonly referred to as “**Water Conserv II**”.

B. Conserv owns the Conserv Property (hereinafter defined), with County and City each owning a fifty percent (50%) undivided interest in the Conserv Property. Conserv also owns other lands in Orange and Lake Counties, including other lands contiguous to the Conserv Property.

C. Portions of the Conserv Property have previously been identified as appropriate for the location of a proposed four-lane extension of existing Hancock Road, running in a general north-south alignment, extending from its current southern terminus at Hartwood Marsh Road southerly to the proposed Wellness Way, as generally depicted on the Concept Plan (hereinafter defined) (the “**Hancock Road Extension**”).

D. Buyer has requested Conserv to sell to Buyer those portions of the Conserv Property required as public right-of-way for the construction and operation of the Hancock Road Extension, as such portions are hereafter to be determined by the DE&P (hereinafter defined) and to be reflected in the Plans (hereinafter defined) (“**Hancock ROW**”).

E. County, pursuant to its home rule power and Section 125.38, Florida Statutes (2020), upon an application by the United States, any department or agency thereof, the State of Florida, any political subdivision or agency thereof, any municipality of the State of Florida, or any corporation or organization not for profit organized for the purposes of promoting community interest and welfare, has authority to determine that certain County property is not needed for County purposes but is needed for the applicant’s use, and to convey such County property, for nominal price or otherwise, to such applicant.

F. Buyer is able to receive County property by way of Section 125.38, Florida Statutes (2020).

G. On even date herewith, the Orange County Board of County Commissioners (the “**Board**”) has determined that the Hancock ROW is no longer needed for County and Water Conserv II purposes. The Hancock ROW has also been determined by Conserv to be surplus land not required to accommodate the long-range objectives of Water Conserv II with respect to water management and storage.

H. On even date herewith, the Board has determined that it is in the best interest of County and Water Conserv II to sell the Hancock ROW to Buyer for the Hancock Road Extension.

I. The Parties agree that the sale of the Hancock ROW to Buyer for the Hancock Road Extension is in the public interest.

J. Buyer desires to purchase, and Conserv desires to sell, the Hancock ROW in accordance with Section 125.38, Florida Statutes (2020), and on those terms and conditions more particularly set forth in this Agreement, County will comply with all requirements of Section 125.38, Florida Statutes (2020), to effectuate the sale.

K. In accordance with the terms of this Agreement, Conserv has agreed to grant to Buyer an exclusive option to purchase the Hancock ROW.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, Conserv hereby agrees to grant to Buyer an exclusive option to purchase the Hancock ROW in accordance with the following terms and conditions:

1. Recitals; Definitions. The recitals set forth above are true and correct and are hereby incorporated into the terms of this Agreement. As used herein, the following terms shall have the definitions set forth below:

1.1 City Deed Form. The form of city deed set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference.

1.2 Concept Plan. That certain conceptual plan and preliminary alignment for the Hancock Road Extension set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference.

1.3 Conserv Property. Collectively, the lands currently bearing: (i) Lake County Property Appraiser’s parcel number 13-23-25-090001300000; and (ii) Lake County Property Appraiser’s parcel number 15-23-26000100000100.

1.4 County Deed Form. The form of county deed set forth in **Exhibit “C”** attached hereto and incorporated herein by this reference.

1.5 DE&P. The design, engineering, and permitting of the Hancock Road Extension, including obtaining and paying for any mitigation required for the Project, if required.

1.6 Plans. The plans, designs, specifications, and drawings for the Project, including but not limited to all construction and engineering plans.

1.7 Project. The DE&P and construction of the Hancock Road Extension.

2. Grant of Option. Conserv hereby grants and conveys to Buyer the exclusive option (the “**Option**”) to purchase the Hancock ROW in accordance with the terms and conditions of this Agreement.

3. Purchase Price. If Buyer elects to exercise the Option, then the purchase price to be paid by Buyer to Conserv for the Hancock ROW will be based upon the acreage ultimately contained in the Hancock ROW (as determined by the sketches of description for the Hancock ROW to be agreed upon as described below) multiplied by the per acre value of the Hancock ROW (as set forth below) (the “**Purchase Price**”).

3.1 Per Acre Price Defined and Fixed; Acreage to be Determined. The value of the Hancock ROW is Twenty Thousand and No/100 U.S. Dollars (\$20,000.00) per acre, based on an appraisal obtained by Conserv in 2018. For avoidance of doubt, the value of the Hancock ROW set forth above is fixed and shall not change after the Effective Date (except by amendment to this Agreement). However, the actual acreage of the Hancock ROW is dependent upon the sketches of description for the Hancock ROW to be agreed upon by the Parties after the Effective Date (as described below); as such, such acreage may change after the Effective Date.

3.2 Sample Calculation. For reference and illustrative purposes only, the Hancock ROW is presently projected to include approximately 15.7 acres; based on such projection, the Purchase Price is projected to be approximately \$314,000 (calculated as 15.7 acres x \$20,000 per acre).

4. Instruments of Conveyance.

4.1 County Deed and City Deed. If Buyer exercises the Option, a total of two (2) instruments will be executed and recorded to reflect the conveyance of the Hancock ROW:

a. County shall convey its interest in the Hancock ROW to Buyer by county deed, in the form of the County Deed Form (the “**County Deed**”).

b. City shall convey its interest in the Hancock ROW to Buyer by city deed, in the form of the City Deed Form (the “**City Deed**”).

5. Exercise of Option. Following satisfaction (or waiver) of all Contingencies, Buyer may, but shall not be required to, exercise the Option by delivering written notice to Conserv of Buyer’s intent to purchase the Hancock ROW (the “**Option Notice**”).

5.1 Time to Exercise. Notwithstanding the foregoing, the Option Notice must be delivered to Conserv within five (5) calendar years after the Effective Date, (the

“**Outside Option Date**”) after which Buyer’s right to exercise the Option shall terminate.

5.2 Execution of Deeds. Following receipt of the Option Notice: (i) County shall promptly proceed to cause the County Deed to be executed by County in accordance with County’s internal processes and procedures; and (ii) City shall promptly proceed to cause the City Deed to be executed by City in accordance with City’s internal processes and procedures. The Parties hereby acknowledge that County execution of the County Deed will require consent agenda approval by the Board.

5.3 Conveyance Notice. Once the County Deed and the City Deed have been fully executed by County and City, respectively, Conserv shall provide notice to Buyer that Conserv is ready to convey the Hancock ROW to Buyer in accordance with this Agreement (the “**Conveyance Notice**”). The Conveyance Notice shall also set forth the amount of the Recording Fees (hereinafter defined) due from Buyer pursuant to Subsection 6.1 below.

6. Conveyance.

6.1 Buyer Obligations. Within sixty (60) days after delivery of a Conveyance Notice, Buyer shall:

a. Purchase Price – County. Deliver to County one-half (1/2) of the Purchase Price (calculated as set forth in Section 3 above) in the form a cashier’s check, drawn on a local bank, payable to County.

b. Purchase Price – City. Deliver to City one-half (1/2) of the Purchase Price (calculated as set forth in Section 3 above) in the form a cashier’s check, drawn on a local bank, payable to City.

c. Recording Fees. Deliver to County a separate check, payable to the Lake County Clerk of Court, in an amount equal to record the County Deed and the City Deed, including documentary stamp tax, if applicable (the “**Recording Fees**”).

6.2 Conserv Obligations. Within ten (10) business days after satisfaction of the obligations of Buyer described in Subsection 6.1 above, Conserv shall cause the County Deed and the City Deed to be recorded in the Official Records of Lake County, Florida. Electronic copies of the recorded County Deed and City Deed will be delivered to Buyer by Conserv when available post-recording (collectively, “**Conveyance**”).

6.3 Other Expenses. For avoidance of doubt, except as otherwise expressly set forth in this Agreement, Buyer shall pay for all costs and expenses to be incurred for and/or in connection with the performance of the transaction, the completion of the Option, and the sale of the Hancock ROW, as contemplated herein. Each Party shall pay its own attorney and legal fees, costs, and expenses. The Parties acknowledge that, if Buyer does not assign its rights and obligations under this Agreement pursuant to Section 9 below, as a conveyance from a state agency or instrumentality to an agency of the state, no documentary stamp tax will be due on this transaction per F.A.C. 12B-4.014(10).

6.4 Taxes; Proration. There shall be no payment by Conserv or proration between Buyer and Conserv of taxes, charges, or assessments applicable to the Hancock ROW, if any; Buyer shall acquire title to the Hancock ROW subject to all taxes, charges, or assessments applicable to the Hancock ROW, if any.

7. Contingencies.

7.1 Contingencies Defined. Buyer's right to exercise the Option and send an Option Notice, and Conserv's obligation to convey the Hancock ROW to Buyer, is contingent upon and subject to those matters specifically set forth hereinafter in this Subsection 7.1 (the "**Contingencies**"):

a. Conserv and Buyer shall have approved a legal description and sketch of description for the Hancock ROW (the "**Hancock Sketch**"), which Hancock Sketch shall include the exact acreage determination of the Hancock ROW. Buyer, at no cost or expense to Conserv, shall be responsible for the initial preparation of the Hancock Sketch and delivery of the same to Conserv for review as part of the DE&P of the Hancock ROW. Conserv shall not unreasonably withhold, condition, or delay its approval of the Hancock Sketch; provided, however, without limiting the generality of the foregoing, it shall be reasonable for Conserv to withhold its approval of the Hancock Sketch if any of the following is true: (i) the Hancock Sketch is inconsistent with any of the Design Standards (as defined below), including without limitation the Design Standards concerning width and alignment of the Hancock ROW; (ii) the Hancock Sketch is inconsistent with the DE&P; (iii) the DE&P has not yet advanced to stage of completion at which Conserv can reasonably assess whether or not the Hancock Sketch will be consistent with the final DE&P and Project right-of-way needs; and/or (iv) the Hancock Sketch objectively contains technical defects. For avoidance of doubt, Conserv shall have no responsibility to prepare, or to incur any cost or expense with respect to, the Hancock Sketch.

7.2 Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement at any time upon the written agreement of Conserv and Buyer. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to waive Contingencies and furnish notices pursuant to this paragraph; the City of Orlando Real Estate Manager is hereby authorized, on behalf of City, to waive Contingencies and furnish notices pursuant to this paragraph.

7.3 Effect of Failure of Contingency. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by agreement of Conserv and Buyer on or before the Outside Option Date, then this Agreement shall terminate.

8. DE&P and Construction. Buyer or its designee, at no cost or expense to Conserv, shall be responsible for the DE&P of the Hancock Road Extension. For avoidance of doubt, Buyer agrees that (except as otherwise subsequently agreed to by Conserv, County, and/or City) none of Conserv, County, or City shall have any

responsibility for the DE&P, for the Plans, for the construction of the Hancock Road Extension, or for any costs or expenses associated with such DE&P, Plans, and/or construction.

8.1 Plan Review. Plans will be submitted to Conserv for review and approval at the 30%, 60%, 90%, and 100% stages of completion. At each stage, such Plans will be submitted to Conserv for review and comment prior to the submission of the Plans to the applicable governmental authorities for approval. Upon receipt of each stage of the Plans, Conserv shall notify Buyer within 30 days after submission of its approval or disapproval of such set of Plans, and, if disapproved, the specific reasons for such disapproval and the modifications deemed necessary by Conserv in order for such set of Plans to be acceptable (a “**Disapproval Notice**”). Conserv’s approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, without limiting the generality of the foregoing, it shall be reasonable for Conserv to withhold its approval of any set or stage of Plans if any of the following is true: (i) the Plans are inconsistent with any of the Design Standards (as defined below); (ii) construction and/or operation of the Project, as reflected in the DE&P and/or Plans, would materially and adversely affect the operations of Water Conserv II; and/or (iii) the Plans objectively contain technical defects.

8.2 Revised Plans. In the event Conserv delivers a Disapproval Notice to Buyer, whether pursuant to Subsection 8.1 above or this Subsection 8.2, the applicable stage of Plans shall be revised to address Conserv’s reasonable concerns or objections and shall be resubmitted to Conserv for re-review prior to the submission of such revised set of Plans to the applicable governmental authorities for approval. Upon receipt of any revised set of Plans, Conserv shall review the same and notify Buyer of its approval of such revised set of Plans or deliver to Buyer a Disapproval Notice.

8.3 Approved Plans. Subsequent to obtaining Conserv’s approval of any stage of Plans (the “**Approved Plans**”), the Approved Plans may be submitted to the applicable governmental authorities in order to obtain the necessary governmental approvals (including construction permits) to construct the Project. In the event any material changes are made to any set of Approved Plans after submission of same to the governmental authorities, such materially revised Approved Plans shall be resubmitted to Conserv for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and the Parties shall undertake again the review and approval process set forth in Subsection 8.2 above until the revised Approved Plans are approved by Conserv.

8.4 Design Standards. The Parties hereby agree that the DE&P and Plans will include, and the Hancock Road Extension will be constructed consistent with, the following elements (the “**Design Standards**”) unless otherwise hereafter agreed to by the Parties in a separate writing:

a. The width of the Hancock ROW shall at no point exceed two hundred (200) feet, with the exception of harmonizing grading if necessary. Subject to and in accordance with County’s and City’s respective internal processes and procedures (which, in the case of County, will require consent agenda approval by the Board), and

upon written request from Buyer following the Conveyance, Conserv will provide approval for harmonizing grading as a right of entry, in form and substance reasonably acceptable to all of the Parties, which right of entry shall be temporary in nature; Conserv will not receive compensation for the temporary use. Conserv shall have approval of the harmonizing with the Plan review approvals.

b. Except as set forth in the following sentence, the Hancock Road Extension shall be initially designed and initially constructed as a four-lane roadway. Alternatively, all or certain segments of the Hancock Road Extension may be initially constructed as a two-lane roadway, so long as: (i) the DE&P and Plans contemplated by this Agreement include the four-lane design; and (ii) any segments of the Hancock Road Extension initially constructed as a two-lane roadway are built in a manner that accommodates expansion to four lanes consistent with the DE&P and Plans.

c. The alignment of the Hancock Road Extension and the Hancock ROW will not materially deviate from the Concept Plan, unless agreed to by the Parties in an amendment to this Agreement.

d. The DE&P and Plans shall provide for one (1) approved point of access for the benefit of Conserv onto the Hancock ROW (the "**Hancock ROW Access Point**"). The Hancock ROW Access Point shall be designed to accommodate the safe crossing of the Hancock Road Extension by construction and maintenance vehicles operated by Conserv, its contractors, consultants, and employees, and shall be required to be controlled by an on-demand traffic signal (controlled by Conserv) that normally operates in a flashing yellow mode unless there is a needed crossing of the Hancock ROW Access Point, in which case it turns red. As a break in, but connected to, the security fencing (discussed below), the DE&P and Plans shall provide for automatic traffic gates on both sides of each Hancock ROW Access Point/Hancock Road Extension Crossing crossing, for a total of two (2) automatic gates. Specifications for the automatic traffic gates shall be provided by Conserv during the DE&P. Once constructed, the Hancock ROW Access Point may be subsequently relocated upon mutual approval of the Parties and at the expense of the Party seeking such relocation.

e. The DE&P and Plans shall reflect security fencing along the Hancock ROW, as requested by Conserv. Any such security fencing shall be similar to that currently used by Conserv in Lake County and shall be constructed just outside of said Hancock ROW. Once constructed as part of the Project, such security fencing will be owned and maintained by Conserv.

f. The DE&P and Plans shall provide for utility easements in favor of Conserv within the Hancock ROW, including crossings, as requested by Conserv; provided, however, that any such easements are subordinate to the public road right-of-way.

g. The DE&P and Plans shall provide for casing, or other mutually agreeable protection, of all existing Conserv pipes within and/or crossing the Hancock ROW.

8.5 Survival. All terms and provisions of this Section 8, and all subsections of said section, shall survive the Conveyance(s).

9. Assignment. Except as otherwise set forth in this Section 9, neither this Agreement, nor any right or obligation of any Party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all Parties. Notwithstanding the foregoing, prior to Buyer's delivery of the Option Notice, Buyer's rights and obligations under this Agreement shall be once assignable in accordance with the following terms:

9.1 The assignment shall be in writing.

9.2 Buyer shall provide notice of the assignment and a copy of the written assignment instrument to Conserv within ten (10) days after full execution of the same by both Buyer and assignee.

9.3 The assignment must include all of Buyer's rights and obligations under this Agreement; no partial assignment of Buyer's rights or obligations shall be permitted.

9.4 The assignee must be a legal person (other than a "corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare") eligible to apply for and receive County property under Section 125.38, Florida Statutes.

9.5 Buyer's rights and obligations under this Agreement may only be assigned once. After Buyer has assigned Buyer's rights and obligations under this Agreement pursuant to this Section 9, Buyer's assignee may not further assign, delegate, or otherwise transfer this Agreement, or any right or obligation of Buyer or such assignee, in whole or in part, without the express written consent of all Parties.

10. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or to such other address or to such other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

As to County: Orange County Administrator
 Orange County Administration Building
 201 S. Rosalind Ave.
 5th Floor
 Orlando, FL 32802-1393

With a copy to: Orange County Utilities
 9150 Curry Ford Rd.
 Orlando, FL 32825-7600

Attn: Director

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

As to City: City of Orlando
400 S. Orange Ave.
Orlando, FL 32801-3360
Attn: Director of Public Works

As to Buyer: Lake County Manager
P.O. Box 7800
Tavares, FL 32778-7800

With a copy to: Lake County Public Works
P.O. Box 7800
Tavares, FL 32778-7800
Attn: Public Works Director

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

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

12. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13. Remedies and Enforcement. The Parties expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

13.1 Limitations on Conserv's Remedies. Upon any failure by Buyer to perform its obligations under this Agreement, Conserv shall be limited strictly to only the following remedies:

- a. an action for specific performance or injunction; or
- b. an action for declaratory judgment regarding the rights and obligations of the Parties; or

- c. the right to terminate this Agreement; or
- d. any combination of the foregoing.

13.2 Limitations on Buyer's Remedies. Upon any failure by Conserv to perform its obligations under this Agreement, Buyer shall be limited strictly to only the following remedies:

- a. an action for specific performance or injunction; or
- b. an action for declaratory judgment regarding the rights and obligations of the Parties; or
- c. the right to terminate this Agreement; or
- d. any combination of the foregoing.

13.3 Waiver of Attorney and Legal Fees; Venue; Waiver of Jury Trial. The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. The Parties expressly agree that each Party shall bear the cost of its own attorneys' and legal fees, and all other costs, for any action (including all appeals) arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The Parties expressly waive their respective rights to trial by jury.

13.4 Deed Remedies. For avoidance of doubt, the provisions of Section 13.1 above shall not be applicable to the County Deed and/or the City Deed; County and/or City, respectively, shall have all remedies available at law or in equity to enforce the covenants, conditions, restrictions, and Buyer's duties and obligations set forth in the County Deed and the City Deed, respectively.

13.5 Survival. All terms and provisions of this Section 13, and all subsections of said section, shall survive the Conveyance(s).

14. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

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

16. Construction. This Agreement shall not be construed against any Party on the basis of it being the drafter of this Agreement. The Parties agree that each played an equal part in negotiating the terms and conditions of this Agreement.

17. Headings. The caption, section, subsection, and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning

or interpretation of this Agreement.

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

19. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

20. Application of Section 125.38, Florida Statutes. The sale of County's interest in the Hancock ROW pursuant to this Agreement shall be deemed to be a sale of County property pursuant to Section 125.38, Florida Statutes (2020). The execution of this Agreement by Buyer, and the recitals of this Agreement set forth above, shall constitute Buyer's application required by Section 125.38, Florida Statutes (2020). Prior to the Effective Date (or on even date herewith), County has adopted that resolution required by Section 125.38, Florida Statutes (2020), to authorize the sale of County's interest in the Hancock ROW as contemplated in this Agreement.

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

22. Sovereign Immunity. No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or limits of liability by County, Buyer, or City, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2020).

23. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

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

25. Survival; Effect of Termination. Neither this Agreement, nor any term or provision hereof, shall survive once Conveyance of the Hancock ROW has occurred hereunder, except as specifically provided herein. Upon any termination of this Agreement, the Parties shall thereafter be relieved of all rights and obligations hereunder,

except for those rights and obligations which expressly survive the termination of this Agreement.

26. No Recording. Neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

27. AS-IS SALE. Except to the extent specifically set forth herein, Conserv makes and shall make no representation or warranty, express or implied, regarding the condition, operability, safety, or fitness for intended purpose or use of the Hancock ROW. Buyer specifically acknowledges and agrees that except as otherwise specifically set forth herein to the contrary, Conserv shall convey and Buyer shall accept the Hancock ROW on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Conserv and/or Conserv's board, staff, counsel, employees, and/or other agents, as to any matters concerning the Hancock ROW except as specifically set forth in this Agreement, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Hancock ROW; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Hancock ROW; (iv) the development potential of the Hancock ROW; (v) the Hancock ROW's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Hancock ROW for any particular use or purpose; (vii) the zoning or other legal status of the Hancock ROW or any other public or private restrictions on the use of the Hancock ROW; (viii) the compliance of the Hancock ROW or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Hancock ROW; (ix) the presence of hazardous or toxic materials on, under, or about the Hancock ROW or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Hancock ROW, (xi) any service contracts, guarantees or warranties, or other agreements affecting the Hancock ROW; (xii) the economics of the transfer of the Hancock ROW; (xiii) the freedom of the Hancock ROW from latent or apparent vices or defects; (xiv) peaceable possession of the Hancock ROW; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Hancock ROW. Buyer shall not have any rights or claims whatsoever against Conserv or Conserv's board, staff, counsel, employees, or other agents, for damages, rescission, or reduction or return of the Purchase Price because of any matter not represented or warranted by Conserv contained in this Agreement, and all such rights and claims are hereby expressly waived by Buyer. The terms and provisions of this Section shall survive both the Conveyance of, and/or any termination of, this Agreement.

28. Effective Date. The effective date of this Agreement (the "Effective Date") shall be latest of: (i) the date this Agreement is executed by Buyer; (ii) the date this Agreement is executed by City; (iii) the date this Agreement is executed by County; (iv)

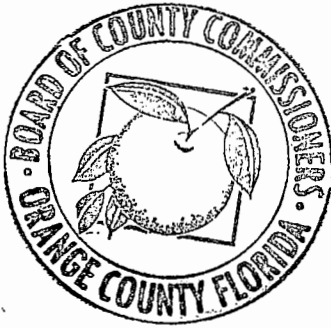
the date this Agreement is approved by the Board; and (v) the "Closing Date" (as defined in the Exchange Agreement (hereinafter defined)). Notwithstanding anything in this Agreement to the contrary, this Agreement shall not take effect, and this Agreement shall be null and void and of no force or effect, if the "Closing Date" (as defined in the Exchange Agreement (hereinafter defined)) of the Exchange Agreement does not occur on or before December 31, 2021. As used in this Section 28, the "Exchange Agreement" shall mean and refer to that certain "Land Exchange Agreement (Wellness Way/Conserv)" with an effective date of June 18, 2019, by and among South Lake Crossings IV LLC, a Florida limited liability company, ("**SLC**") CPB Hilltop, LLC, a Florida limited liability company, ("**Hilltop**") County, and City, providing for, among other terms and conditions, the conveyance by SLC and Hilltop to Conserv of certain lands consisting of approximately 308 acres in the vicinity of the Hancock ROW in exchange for the conveyance by Conserv to SLC and Hilltop of certain other lands consisting of approximately 247.25 acres also in the vicinity of the Hancock ROW.

(signature pages and exhibits follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 1 December 2020

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

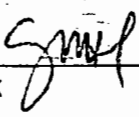
BY: *Noelia Perez*
for Deputy Clerk

Noelia Perez
Printed Name

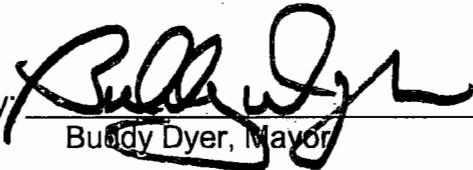
"CITY"

CITY OF ORLANDO

ATTEST:



City Clerk

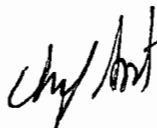

By: 


Buddy Dyer, Mayor

Printed Name: Stephanie Herdovia

Date: 12.7.2020

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

City Attorney
Orlando, Florida 

City Council Meeting: 12-7-2020
Item: B-8 Documentary: 201207B08

OPTION AGREEMENT REGARDING HANCOCK ROAD EXTENSION 2020

"BUYER"

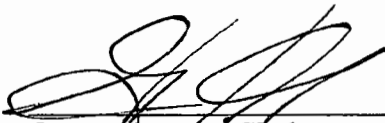
**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**



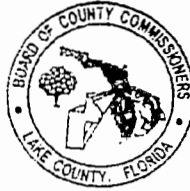
Sean M. Parks, Chairman

This 22 day of December, 2020

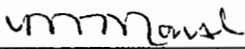
ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

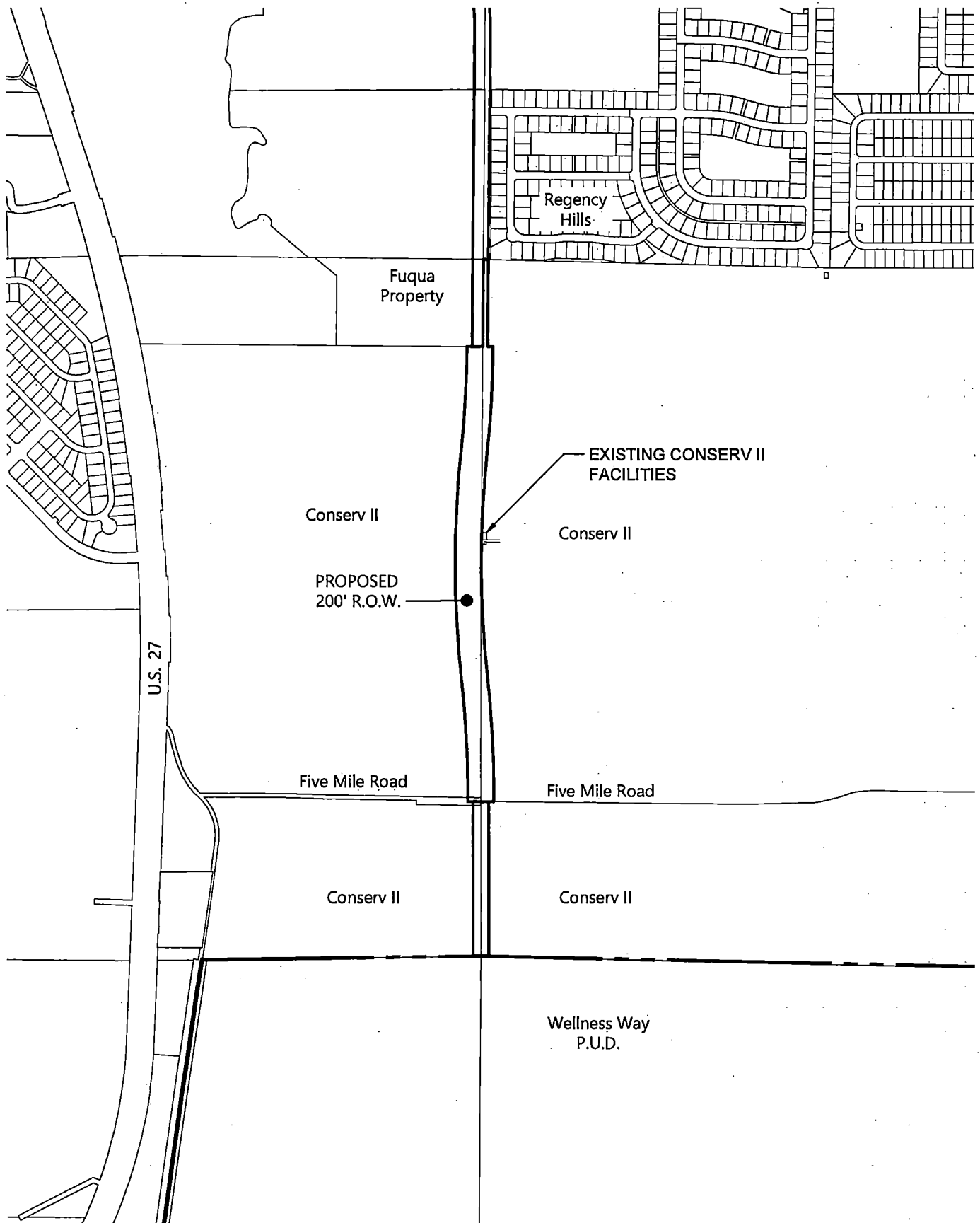


Melanie Marsh
County Attorney

EXHIBIT A

Proposed Alignment of Hancock Road Extension/Concept Plan

(see attached one (1) instrument totaling one (1) page)



0 500 1000Feet



Hancock Road
R.O.W. Corridor
Wellness Way
Clermont, Florida

Figure 1

October 8, 2020

EXHIBIT B

Form of City Deed

(see attached one (1) instrument totaling five (5) pages)

Instrument: _____
Project: Wellness Way Road Project

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

CITY DEED

THIS DEED, Made and executed the ____ day of _____, A.D. 20____, by CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the state of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32801, GRANTOR, to LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778, GRANTEE.

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

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

Property Appraiser's Parcel Identification Number(s):

a portion of _____
a portion of _____
a portion of _____

SUBJECT TO all taxes, assessments, easements, reservations, and other matters of record, reference to which shall not operate to reimpose the same.

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

THIS CONVEYANCE is made by GRANTOR and accepted by GRANTEE subject to the use restriction set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Use Restriction**"), and the agreement set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Re-conveyance Agreement**"), which Use Restriction and Re-Conveyance Agreement are made for the benefit of GRANTOR and the Orange County, Florida, a charter county and political subdivision of the state of Florida ("**County**"); County is hereby deemed an express third-party beneficiary with full enforcement rights with respect to the Use Restriction and Re-Conveyance Agreement.

(signature page and exhibits follow)

Instrument: _____
Project: Wellness Way Road Project

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

Signed, sealed, and delivered
in the presence of:

CITY OF ORLANDO

Witnesses:

By: _____
Mayor / Mayor Pro Tem

ATTEST: _____
Denise Aldridge, City Clerk

Printed Name

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

Printed Name

_____, 20____

Chief Assistant City Attorney

Printed Name

STATE OF _____
COUNTY OF _____

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

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

(Notary Seal)

Notary Signature

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

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

My commission expires:

Instrument: _____
Project: Wellness Way Road Project

SCHEDULE "A"

Legal Description of Real Property

*(legal description and sketch of description to be agreed upon prior to execution and recording,
and attached hereto prior to recording,
in accordance with Subsection 7.1(a) of the Agreement to which this form of deed is attached)*

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "B"

Use Restriction

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee's agreement to limit and restrict the use of the Property to the Permissible Uses (hereinafter defined), unless the prior written consent of both Grantor and County is obtained for such other uses, which consent may be withheld or conditioned in Grantor's and/or County's sole and absolute discretion (the "**Use Restriction**").

The Permissible Uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws, are: (i) public roadways; (ii) drainage associated with said public roadways; (iii) public utilities; and (iv) public recreational trails (the "**Permissible Uses**"); provided, however, that Permissible Uses are allowed only to the extent that they are consistent with and in compliance with the "DE&P", the "Approved Plans", and the "Design Standards", as such three terms are used and defined in that certain unrecorded "Option Agreement Regarding Hancock Road Extension" dated _____, 2020, among Grantor, Grantee, and County, as approved by the Orange County Board of County Commissioners on _____, 2020.

This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "C"

Re-Conveyance Agreement

In the event that, on or before the date that is ten (10) years after the recording of this deed in the Official Records of Lake County, Florida, construction of the first two lanes of the Hancock Road Extension (hereinafter defined) has not been completed, and/or the first two lanes of said Hancock Road Extension have not been opened up for public travel, including but not limited to the portion of the Hancock Road Extension to be located within the Property, then Grantee, upon written notice from Grantor or County, shall, at Grantee's sole cost and expense, execute and record in the Official Records of Lake County, Florida, a single county deed, substantially in the form provided by Section 125.411, Florida Statutes (2020), pursuant to which Grantee will convey all of Grantee's right, title, and interest in and to the Property back to Grantor and County (the "**Re-conveyance Agreement**").

As used in this deed, "**Hancock Road Extension**" shall mean and refer to that certain proposed four-lane extension of existing Hancock Road, running in a general north-south alignment, extending from its current southern terminus at Hartwood Marsh Road southerly to the proposed Wellness Way.

The Re-conveyance Agreement is a right, not an obligation, of Grantor and County which may be exercised (or not) by Grantor or County in their sole and absolute discretion; provided, however, that the Re-conveyance Agreement (and the option of Grantor or County to demand that Grantee convey the Property back to Grantor and County) shall terminate at such time as construction of the first two lanes of the Hancock Road Extension is completed and the first two lanes of said Hancock Road Extension have been opened up for public travel, including but not limited to the portion of the Hancock Road Extension to be located within the Property.

In the event that Grantee conveys the Property back to Grantor and County pursuant to the Re-conveyance Agreement, then within thirty (30) days after the recording of the re-conveyance deed and Grantee providing the original of the same to Grantor and County, the person (Grantor or County, as applicable) that demanded Grantee to convey the Property back to Grantor and County shall remit the sum of \$ _____ to Grantee.

(the blank line in the immediately preceding paragraph above shall be completed, prior to execution and recording, with the sum equal to the Purchase Price, as such Purchase Price is calculated in accordance with Section 3 of the Agreement to which this form of deed is attached)

This Re-conveyance Agreement shall run with title to the land, and shall be binding upon successors and assigns.

EXHIBIT C

Form of County Deed

(see attached one (1) instrument totaling five (5) pages)

Instrument: _____
Project: Wellness Way Road Project

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

COUNTY DEED

THIS DEED, made as of the date signed below, by ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, to LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778, GRANTEE.

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

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

Property Appraiser's Parcel Identification Number(s):

a portion of _____
a portion of _____
a portion of _____

SUBJECT TO all taxes, assessments, easements, reservations, and other matters of record, reference to which shall not operate to reimpose the same.

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

THIS CONVEYANCE is made by GRANTOR and accepted by GRANTEE subject to the use restriction set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Use Restriction**"), and the agreement set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Re-conveyance Agreement**"), which Use Restriction and Re-Conveyance Agreement are made for the benefit of GRANTOR and the City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida ("**City**"); City is hereby deemed an express third-party beneficiary with full enforcement rights with respect to the Use Restriction and Re-Conveyance Agreement.

(signature page and exhibits follow)

Instrument: _____
Project: Wellness Way Road Project

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

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

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

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

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

(exhibits follow)

Instrument: _____
Project: Wellness Way Road Project

SCHEDULE "A"

Legal Description of Real Property

*(legal description and sketch of description to be agreed upon prior to execution and recording,
and attached hereto prior to recording,
in accordance with Subsection 7.1(a) of the Agreement to which this form of deed is attached)*

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "B"

Use Restriction

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee's agreement to limit and restrict the use of the Property to the Permissible Uses (hereinafter defined), unless the prior written consent of both Grantor and City is obtained for such other uses, which consent may be withheld or conditioned in Grantor's and/or City's sole and absolute discretion (the "Use Restriction").

The permissible uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws, are: (i) public roadways; (ii) drainage associated with said public roadways; (iii) public utilities; and (iv) public recreational trails (the "Permissible Uses"); provided, however, that Permissible Uses are allowed only to the extent that they are consistent with and in compliance with the "DE&P", the "Approved Plans", and the "Design Standards", as such three terms are used and defined in that certain unrecorded "Option Agreement Regarding Hancock Road Extension" dated _____, 2020, among Grantor, Grantee, and City, as approved by the Orange County Board of County Commissioners on _____, 2020.

This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

Instrument: _____
Project: Wellness Way Road Project

EXHIBIT "C"

Re-Conveyance Agreement

In the event that, on or before the date that is ten (10) years after the recording of this deed in the Official Records of Lake County, Florida, construction of the first two lanes of the Hancock Road Extension (hereinafter defined) has not been completed, and/or the first two lanes of said Hancock Road Extension have not been opened up for public travel, including but not limited to the portion of the Hancock Road Extension to be located within the Property, then Grantee, upon written notice from Grantor or City, shall, at Grantee's sole cost and expense, execute and record in the Official Records of Lake County, Florida, a single county deed, substantially in the form provided by Section 125.411, Florida Statutes (2020), pursuant to which Grantee will convey all of Grantee's right, title, and interest in and to the Property back to Grantor and City (the "**Re-conveyance Agreement**").

As used in this deed, "**Hancock Road Extension**" shall mean and refer to that certain proposed four-lane extension of existing Hancock Road, running in a general north-south alignment, extending from its current southern terminus at Hartwood Marsh Road southerly to the proposed Wellness Way.

The Re-conveyance Agreement is a right, not an obligation, of Grantor and City which may be exercised (or not) by Grantor or City in their sole and absolute discretion; provided, however, that the Re-conveyance Agreement (and the option of Grantor or City to demand that Grantee convey the Property back to Grantor and City) shall terminate at such time as construction of the first two lanes of the Hancock Road Extension is completed and the first two lanes of said Hancock Road Extension have been opened up for public travel, including but not limited to the portion of the Hancock Road Extension to be located within the Property.

In the event that Grantee conveys the Property back to Grantor and City pursuant to the Re-conveyance Agreement, then within thirty (30) days after the recording of the re-conveyance deed and Grantee providing the original of the same to Grantor and City, the person (Grantor or City, as applicable) that demanded Grantee to convey the Property back to Grantor and City shall remit the sum of \$ _____ to Grantee.

(the blank line in the immediately preceding paragraph above shall be completed, prior to execution and recording, with the sum equal to the Purchase Price, as such Purchase Price is calculated in accordance with Section 3 of the Agreement to which this form of deed is attached)

This Re-conveyance Agreement shall run with title to the land, and shall be binding upon successors and assigns.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 01 2020

FIRST AMENDMENT TO
LAND EXCHANGE AGREEMENT

(Wellness Way / Conserv)

THIS FIRST AMENDMENT TO LAND EXCHANGE AGREEMENT (this “**First Amendment**”) is made and entered into as of the latest date of execution by the parties to this First Amendment (the “**First Amendment Effective Date**”) by and among SOUTH LAKE CROSSINGS IV LLC, a Florida limited liability company, (“**SLC**”) jointly and together with CPB HILLTOP, LLC, a Florida limited liability company, (“**Hilltop**”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“**County**”) jointly and together with the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”). Collectively, SLC and Hilltop are referred to as “**Owners**”; and County and City are referred to as “**Conserv Partners.**” Owners and Conserv Partners may also hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

A. The Parties entered into that certain “Land Exchange Agreement (Wellness Way / Conserv)” approved by the Orange County Board of County Commissioners on June 18, 2019, and approved by the City of Orlando City Council on June 17, 2019, (the “**Original Agreement**”) providing for Conserv Partners to convey the Conserv Property (as defined in the Original Agreement) to Owners, in exchange for Owners conveying the Owners Property (as

defined in the Original Agreement) to Conserv Partners and paying to Conserv Partners the Excess Value (as defined in the Original Agreement), all upon such terms and conditions as more particularly set forth in the Original Agreement.

B. Consistent with Section 3.4.2 of the Original Agreement, the Conserv Property Survey (as defined in the Original Agreement) has been finalized; however, the acreage within the Conserv Property as reflected in the Conserv Property Survey materially deviates from the acreage assumed to be within the Conserv Property at the time that the Original Agreement was entered into, causing inaccuracies in the Conserv Property Value (as defined in the Original Agreement) and the Excess Value (as defined in the Original Agreement), as such values are set forth in the Original Agreement.

C. Consistent with Sections 6.1.6 and 6.4.1 of the Original Agreement, the form of the Option Agreement has been agreed to by Conserv Partners and Lake County; however, the time to finalize the same has materially exceeded the time anticipated at the time that the Original Agreement was entered into, causing inaccuracies in some of the dates set forth in the Original Agreement.

D. Pursuant to Section 270.11(2)(b), Florida Statutes, Owners have petitioned Conserv Partners to release certain interests in the Conserv Property that otherwise would be reserved to Conserv Partners pursuant to Section 270.11(1), Florida Statutes, upon conveyance of the Conserv Property; a true, correct, and complete copy of Owners' petition is set forth in **Exhibit "J"** attached hereto and made a part hereof by this reference.

E. The Parties desire to enter into this First Amendment for the purposes of: (i) updating and revising the legal description of the Conserv Property; (ii) adjusting the Conserv Property Value and the Excess Value based on the actual surveyed acreage within the Conserv

Property; (iii) updating and revising certain dates set forth in the Original Agreement; (iv) providing for a release by Conserv Partners of any privilege to mine or develop any mineral interests in the Conserv Property that may be reserved to Conserv Partners under Section 270.11(1), Florida Statutes; and (v) setting forth the terms and conditions of certain other modifications of the Original Agreement that have been agreed to by the Parties.

NOW, THEREFORE, for and in consideration of the mutual benefits derived herefrom, the public interest, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Original Agreement.
2. Acreage of Conserv Property. The words “*approximately 250 acres*” set forth in Recital B of the Original Agreement are hereby stricken and replaced with “*247.25 acres*”.
3. Conserv Property Value. The phrase “*Five Million Five Hundred Forty-Six Thousand and No/100 U.S. Dollars (\$5,546,000.00)*” set forth in Recital G of the Original Agreement is hereby stricken and replaced with “*Five Million Four Hundred Eighty One Thousand and No/100 U.S. Dollars (\$5,481,000.00)*”.
4. Excess Value. The phrase “*Nine Hundred Sixty-Five Thousand and No/100 U.S. Dollars (\$965,000.00)*” set forth in Recital H of the Original Agreement is hereby stricken and replaced with “*Nine Hundred Thousand and No/100 U.S. Dollars (\$900,000.00)*”.
5. Extension of Inspection Period. The Parties hereby acknowledge and confirm that the Inspection Period (as defined in the Original Agreement) was extended by the Parties until September 30, 2019, through the exercise of the delegated authorities provided by Section 2.5 of

the Original Agreement; however, for avoidance of doubt, the Parties also hereby acknowledge and confirm that the Inspection Period lapsed and expired on such date.

6. Conserv Property Survey. Section 3.4.2 of the Original Agreement is hereby stricken in its entirety.

7. Closing. The first sentence of Section 4 of the Original Agreement is hereby stricken in its entirety and replaced with the following:

Subject to satisfaction of all Contingencies (hereinafter defined), and any other conditions set forth in this Agreement, closing of the conveyance of the Exchange Properties (“Closing”) shall occur simultaneously on or before the earlier of: (i) February 26, 2021; and (ii) twenty (20) days following written notice from Conserv Partners to Owners that Conserv Partners is ready to close (the “Closing Date”). The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to send notice requesting an early Closing pursuant to this paragraph; the City of Orlando Real Estate Manager is hereby authorized, on behalf of City, to send notice requesting an early Closing pursuant to this paragraph.

8. Extension of the Closing Date. The first sentence of Section 6.7 of the Original Agreement is hereby stricken in its entirety and replaced with the following:

In the event that any (or all) of the Conserv Contingencies and/or any (or all) of the Owners Contingencies are not satisfied on or before February 26, 2021, then the Parties may extend the Closing Date through one or more written extensions executed by Owners and Conserv Partners; provided, however, in no event shall the Closing Date be extended to a time later than May 28, 2021.

9. Forms of County Deed and City Deed. The forms of county deed and city deed attached as Exhibit “E” and Exhibit “F”, respectively, to the Original Agreement are hereby amended to provide that the following paragraph shall be inserted into each such deed and shall appear as a new last paragraph on Page 1 of each such deed form:

AND GRANTOR hereby releases any privilege to mine and develop its Reserved Mineral Interests (hereinafter defined) in the lands conveyed hereby, which “right of entry” may otherwise have been reserved to GRANTOR under Section 270.11(1), Florida Statutes; provided, however, that GRANTOR expressly does not release either its undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the lands conveyed hereby or its undivided one-half interest in all the petroleum that is or may be in, on, or under the lands conveyed hereby, (its “Reserved Mineral Interests”) which Reserved Mineral Interests in the lands conveyed hereby are reserved to GRANTOR under Section 270.11(1), Florida Statutes.

10. Exhibits.

a. Exhibit “B” (Legal Description of Conserv Property). Exhibit “B” of the Original Agreement is hereby stricken in its entirety and replaced with Exhibit “B” to this First Amendment.

b. Exhibit “B-1” (40’ by 50’ Well Site Adjacent to Center Line of Five Mile Road). Exhibit “B-1” of the Original Agreement is hereby stricken in its entirety.

11. 1985 Agreement. For avoidance of doubt, Conserv Partners hereby confirms that that certain “Agreement for the Delivery and Use of Reclaimed Irrigation Water” recorded on

October 9, 1985, at Official Records Book 854, Page 865, of the Public Records of Lake County, Florida, as affected by that certain “Partial Release of Rights Under Agreement for Delivery and Use of Reclaimed Irrigation Water” recorded on March 7, 1994, at Official Records Book 1280, Page 1674, of the Public Records of Lake County, Florida, has previously terminated as to the Conserv Property and is no longer of any force or effect as to the Conserv Property.

12. Effect; Conflicts. Except as modified herein, all other terms and provisions of the Original Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall control.

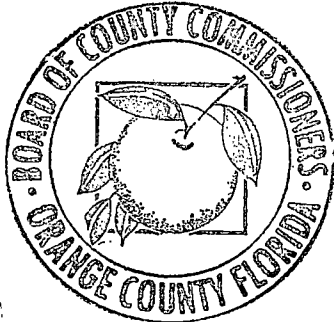
13. Counterparts and Electronic Signatures. This First Amendment may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages and exhibits follow)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 1 December 2020

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

BY: *Noelia Perez*
for Deputy Clerk

Noelia Perez
Printed Name

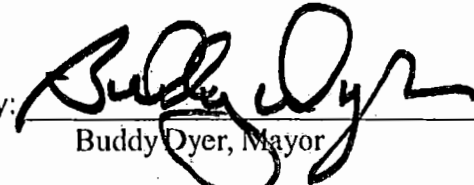
"CITY"

ATTEST:

CITY OF ORLANDO



City Clerk


By: 


Buddy Dyer, Mayor

Printed Name: Stephanie Herdocien

Date: 12.7.2020

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



City Attorney
Orlando, Florida


WITNESSES:

“SLC”

SOUTH LAKE CROSSINGS IV LLC,
a Florida limited liability company

Chris Bowman

Print Name: Chris Bowman

Jean E Hobson

Print Name: Jean E Hobson

By: Thomas J. Karr, Jr.
Thomas J. Karr, Jr., Manager

Date: 10/19/2020

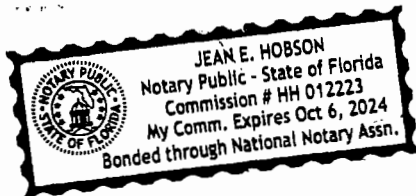
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, by Thomas J. Karr, Jr., as Manager of SOUTH LAKE CROSSINGS IV LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 19 day of October, 2020. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of October, 2020.

Jean E Hobson
Notary Public
Print Name: Jean E Hobson
My Commission Expires: _____



WITNESSES:

“HILLTOP”

CPB HILLTOP, LLC,
a Florida limited liability company

[Signature]

Print Name: Jim Kar-

[Signature]

Print Name: Jean E Hobson

By: [Signature]

Thomas Hurt Brown, Manager

Date: 10-19-2020

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, by Thomas Hurt Brown, as Manager of CPB HILLTOP, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 19 day of October, 2020. He is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of October, 2020.

[Signature]

Notary Public

Print Name: Jean E Hobson

My Commission Expires: _____

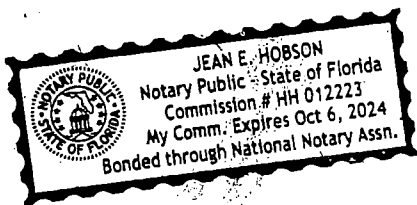


EXHIBIT B

Conserv Property

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.

Being more particularly described as:

BEGINNING at the Southeast corner of the Southeast Quarter of said Section 16; thence run South $89^{\circ}16'46''$ West along the South line of said Southeast Quarter for a distance of 2479.84 feet to a point on the East right of way line of U.S. Highway #27/State Road #25 according to Florida Department of Transportation Map Section 238422 1; thence run North $02^{\circ}16'40''$ East along said East right of way line for a distance of 97.09 feet; thence departing said East right of way line run North $89^{\circ}52'47''$ East for a distance of 357.99 feet to a point on the East line of Bradshaw Road as maintained by Lake County, Florida; thence run the following courses along said East line: North $08^{\circ}31'11''$ East for a distance of 108.76 feet; thence run North $08^{\circ}04'22''$ East for a distance of 203.58 feet; thence run North $07^{\circ}32'08''$ East for a distance of 301.61 feet; thence run North $08^{\circ}01'59''$ East for a distance of 100.03 feet; thence run North $06^{\circ}13'32''$ East for a distance of 99.03 feet; thence run North $01^{\circ}53'26''$ West for a distance of 106.21 feet; thence run North $17^{\circ}53'10''$ West for a distance of 101.00 feet; thence run North $32^{\circ}15'43''$ West for a distance of 124.94 feet; thence run North $25^{\circ}06'36''$ East for a distance of 22.17 feet to the intersection with the South line of 5 Mile Road as maintained by Lake County, Florida; thence run the following courses along said South line: South $88^{\circ}38'57''$ East for a distance of 193.29 feet; thence run North $89^{\circ}50'32''$ East for a distance of 154.07 feet; thence run South $88^{\circ}57'53''$ East for a distance of 597.94 feet; thence run South $89^{\circ}04'13''$ East for a distance of 1648.76 feet; thence run South $89^{\circ}10'22''$ East for a distance of 300.67 feet; thence run South $89^{\circ}29'11''$ East for a distance of 299.23 feet; thence run South $89^{\circ}35'06''$ East for a distance of 500.01 feet; thence run South $89^{\circ}37'32''$ East for a distance of 399.93 feet; thence run South $88^{\circ}36'09''$ East for a distance of 100.54 feet; thence run North $87^{\circ}01'31''$ East for a distance of 99.52 feet; thence run North $88^{\circ}41'15''$ East for a distance of 389.00 feet; thence run North $75^{\circ}39'41''$ East for a distance of 180.49 feet; thence run North $70^{\circ}38'01''$ East for a distance of 85.81 feet; thence run North $75^{\circ}47'42''$ East for a distance of 48.13 feet; thence run North $84^{\circ}56'34''$ East for a distance of 22.09 feet; thence departing said South maintained line run South $00^{\circ}18'54''$ West for a distance of 47.05 feet; thence run South $89^{\circ}41'06''$ East for a distance of 40.00 feet; thence run North $00^{\circ}18'54''$ East for a distance of 50.00 feet to the aforesaid South maintained line of 5 Mile Road; thence run the following courses along the aforesaid South maintained line and the West maintained line of 5 Mile Road: South $89^{\circ}19'15''$ East for a distance of 248.15 feet; thence run South $89^{\circ}51'57''$ East for a distance of 200.19 feet; thence run South $89^{\circ}48'55''$ East for a distance of 196.42 feet; thence run South $89^{\circ}25'54''$ East for a distance of 201.34 feet; thence run North $89^{\circ}56'45''$ East for a distance of 301.13 feet; thence run South $89^{\circ}48'02''$ East for a distance of 400.83 feet; thence run South $88^{\circ}41'42''$ East for a distance of 100.78 feet; thence run North $89^{\circ}48'54''$ East for a distance of 197.56 feet; thence run South $89^{\circ}50'13''$ East for a distance of 304.21 feet; thence run South $83^{\circ}05'13''$ East for a distance of 97.81 feet; thence run

South 60°30'46" East for a distance of 47.74 feet; thence run South 43°04'26" East for a distance of 62.59 feet; thence run South 04°59'22" East for a distance of 80.69 feet; thence run South 02°24'26" West for a distance of 404.28 feet; thence run South 00°32'02" West for a distance of 779.65 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22; thence run North 88°49'23" West along said North line for a distance of 1.79 feet to a point on the West right of way line of 5 Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 89°00'54" West along said South line for a distance of 1290.91 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 00°20'55" East along the West line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22 for a distance of 1314.56 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 88°49'23" West along the North line of the Northwest Quarter of the Northeast Quarter and the North line of the Northwest Quarter of said Section 22 for a distance of 3969.87 feet to the POINT OF BEGINNING.

EXHIBIT J

Petition Under Section 270.11(2)(b), Florida Statutes

(see attached one (1) instrument totaling one (1) page)



James G. Willard
Partner
SHUTTS & BOWEN LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FLORIDA 32801
PHONE... (407) 423-3200
FAX (407) 849-7209
EMAIL JWILLARD@SHUTTS.COM

September 12, 2019

Orange County, Florida
and
City of Orlando
c/o Paul Sladek, Manager
Orange County Real Estate Management Division
400 E. South Street, 5th Floor
Orlando, Florida 32801

VIA EMAIL - paul.sladek@ocfl.net

RE: Petition to Release Reserved Interest in Phosphate, Minerals and Metals Pursuant to Florida Statute 270.11

Dear Paul:

On behalf of South Lake Crossings IV, LLC, a Florida limited liability company and CPB Hilltop, LLC, a Florida limited liability company (jointly the "Owners"), I have been authorized to submit this petition to Orange County and the City of Orlando (collectively "Conserv Partners") requesting that Conserv Partners release its interest in any mineral right reservations reserved to them pursuant to Florida Statute 270.11 prior to or contemporaneously with the conveyance of land owned by Conserv Partners to Owners pursuant to that certain Land Exchange Agreement (the "Agreement") dated June 18, 2019 relating to land in Lake County, Florida currently owned by Conserv Partners and described in the Agreement.

The existence of such mineral right reservations render the land unmarketable and prevent such land from being conveyed to Owners for future development as contemplated under the terms of the Agreement. Furthermore, the Owner reasonably believes that there are no such minerals on, in or under the subject land and therefore there is no value associated with the mineral right reservation.

Please include language releasing such mineral right reservations pursuant to Florida Statute 270.11 in the deed of conveyance from Conserv Partners to Owners at the time of the closing of the land exchange transaction contemplated under the Agreement.

Very truly yours,

James G. Willard

JGW/smw

cc: South Lake Crossing IV, LLC c/o Jim Karr (via email - landminus@aol.com)
CPB Hilltop, LLC c/o Jim Karr (via email - landminus@aol.com)
Roy K. Payne, Esq. (via email - roy.payne@cityoforlando.net)

ORLDOCS 17154618 1

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

~~DEC 01 2020~~

Instrument: 104.1
Project: Wellness Way Road Project

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, Florida, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, to SOUTH LAKE CROSSINGS IV LLC, a Florida limited liability company, whose address is 527 Main Street, Windermere, Florida, 34786, and CPB HILLTOP, LLC, a Florida limited liability company, whose address is 18981 U.S. Highway 441, Unit 357, Mt. Dora, Florida, 32757, GRANTEE.

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

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Numbers:

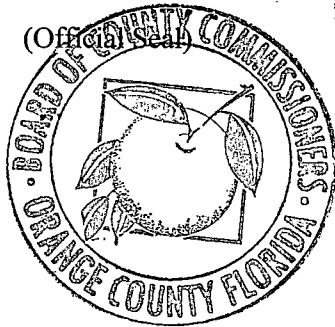
22-23-26-000100000100
a portion of 15-23-26-000300000700
a portion of 13-23-25-090004500000

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

AND GRANTOR hereby releases any privilege to mine and develop its Reserved Mineral Interests (hereinafter defined) in the lands conveyed hereby, which "right of entry" may otherwise have been reserved to GRANTOR under Section 270.11(1), Florida Statutes; provided, however, that GRANTOR expressly does not release either its undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the lands conveyed hereby or its undivided one-half interest in all the petroleum that is or may be in, on, or under the lands conveyed hereby, (its "Reserved Mineral Interests") which Reserved Mineral Interests in the lands conveyed hereby are reserved to GRANTOR under Section 270.11(1), Florida Statutes.

Instrument: 104.1
Project: Wellness Way Road Project

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 1 December 2020

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

BY: *Noelia Perez*
for Deputy Clerk
Noelia Perez
Printed Name

This instrument prepared by:

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

Instrument: 104.1
Project: Wellness Way Road Project

SCHEDULE "A"

Legal Description of Real Property

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.

Being more particularly described as:

BEGINNING at the Southeast corner of the Southeast Quarter of said Section 16; thence run South 89°16'46" West along the South line of said Southeast Quarter for a distance of 2479.84 feet to a point on the East right of way line of U.S. Highway #27/State Road #25 according to Florida Department of Transportation Map Section 238422 1; thence run North 02°16'40" East along said East right of way line for a distance of 97.09 feet; thence departing said East right of way line run North 89°52'47" East for a distance of 357.99 feet to a point on the East line of Bradshaw Road as maintained by Lake County, Florida; thence run the following courses along said East line: North 08°31'11" East for a distance of 108.76 feet; thence run North 08°04'22" East for a distance of 203.58 feet; thence run North 07°32'08" East for a distance of 301.61 feet; thence run North 08°01'59" East for a distance of 100.03 feet; thence run North 06°13'32" East for a distance of 99.03 feet; thence run North 01°53'26" West for a distance of 106.21 feet; thence run North 17°53'10" West for a distance of 101.00 feet; thence run North 32°15'43" West for a distance of 124.94 feet; thence run North 25°06'36" East for a distance of 22.17 feet to the intersection with the South line of 5 Mile Road as maintained by Lake County, Florida; thence run the following courses along said South line: South 88°38'57" East for a distance of 193.29 feet; thence run North 89°50'32" East for a distance of 154.07 feet; thence run South 88°57'53" East for a distance of 597.94 feet; thence run South 89°04'13" East for a distance of 1648.76 feet; thence run South 89°10'22" East for a distance of 300.67 feet; thence run South 89°29'11" East for a distance of 299.23 feet; thence run South 89°35'06" East for a distance of 500.01 feet; thence run South 89°37'32" East for a distance of 399.93 feet; thence run South 88°36'09" East for a distance of 100.54 feet; thence run North 87°01'31" East for a distance of 99.52 feet; thence run North 88°41'15" East for a distance of 389.00 feet; thence run North 75°39'41" East for a distance of 180.49 feet; thence run North 70°38'01" East for a distance of 85.81 feet; thence run North 75°47'42" East for a distance of 48.13 feet; thence run North 84°56'34" East for a distance of 22.09 feet; thence departing said South maintained line run South 00°18'54" West for a distance of 47.05 feet; thence run South 89°41'06" East for a distance of 40.00 feet; thence run North 00°18'54" East for a distance of 50.00 feet to the aforesaid South maintained line of 5 Mile Road; thence run the following courses along the aforesaid South maintained line and the West maintained line of 5 Mile Road: South 89°19'15" East for a distance of 248.15 feet; thence run South 89°51'57" East for a distance of 200.19 feet; thence run South 89°48'55" East for a distance of 196.42 feet; thence run South 89°25'54" East for a distance of 201.34 feet; thence run North 89°56'45" East for a distance of 301.13 feet; thence run South 89°48'02" East for a distance of 400.83 feet; thence run South 88°41'42" East for a distance of 100.78 feet; thence run North 89°48'54" East for a distance of 197.56 feet; thence run South 89°50'13" East for a distance of 304.21 feet; thence run South 83°05'13" East for a distance of 97.81 feet; thence run South 60°30'46" East for a distance of 47.74

Instrument: 104.1
Project: Wellness Way Road Project

feet; thence run South 43°04'26" East for a distance of 62.59 feet; thence run South 04°59'22" East for a distance of 80.69 feet; thence run South 02°24'26" West for a distance of 404.28 feet; thence run South 00°32'02" West for a distance of 779.65 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22; thence run North 88°49'23" West along said North line for a distance of 1.79 feet to a point on the West right of way line of 5 Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 89°00'54" West along said South line for a distance of 1290.91 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 00°20'55" East along the West line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22 for a distance of 1314.56 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 88°49'23" West along the North line of the Northwest Quarter of the Northeast Quarter and the North line of the Northwest Quarter of said Section 22 for a distance of 3969.87 feet to the POINT OF BEGINNING.

ID: OR Book 5630, Page 1599

County: Lake

Date: 1-28-2021 Time: 8:57am

Instrument: 104.2
Project: Wellness Way Road Project

CITY DEED

THIS DEED, Made and executed the 27th day of January, A.D. 2021, by CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the state of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32801, GRANTOR, to SOUTH LAKE CROSSINGS IV LLC, a Florida limited liability company, whose address is 527 Main Street, Windermere, Florida, 34786, and CPB HILLTOP, LLC, a Florida limited liability company, whose address is 18981 U.S. Highway 441, Unit 357, Mt. Dora, Florida, 32757, GRANTEE.

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

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Numbers:

22-23-26-000100000100
15-23-26-000300000700
a portion of 13-23-25-090004500000

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

AND GRANTOR hereby releases any privilege to mine and develop its Reserved Mineral Interests (hereinafter defined) in the lands conveyed hereby, which "right of entry" may otherwise have been reserved to GRANTOR under Section 270.11(1), Florida Statutes; provided, however, that GRANTOR expressly does not release either its undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the lands conveyed hereby or its undivided one-half interest in all the petroleum that is or may be in, on, or under the lands conveyed hereby, (its "Reserved Mineral Interests") which Reserved Mineral Interests in the lands conveyed hereby are reserved to GRANTOR under Section 270.11(1), Florida Statutes.

City Council Meeting: 12-7-2020
Item: B-8 Documentary: 201207 B08

Instrument: 104.2
Project: Wellness Way Road Project

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

Signed, sealed, and delivered in the presence of:

Witnesses:

Annie Velez

Annie Velez
Printed Name

Diana Perez

Diana Perez
Printed Name

CITY OF ORLANDO

By: [Signature]
Mayor / Mayor Pro Tem

ATTEST: [Signature]
Stephanie Herdocia, City Clerk

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

1/26, 2021
[Signature]
Chief Assistant City Attorney
[Signature]
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14TH day of JANUARY, A.D. 2021, by the Mayor / Mayor Pro Tem, and Stephanie Herdocia, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced JIM GRAY and STEPHANIE HERDOCIA as identification.

Witness my hand and official seal this 25TH day of JANUARY, 2021.

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

[Signature]
Notary Signature
DIANA PEREZ
Printed Notary Name
Notary Public in and for the county and state aforesaid

My commission expires: FEBRUARY 11, 2023

Instrument: 104.2
Project: Wellness Way Road Project

EXHIBIT "A"

Legal Description of Real Property

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.

Being more particularly described as:

BEGINNING at the Southeast corner of the Southeast Quarter of said Section 16; thence run South 89°16'46" West along the South line of said Southeast Quarter for a distance of 2479.84 feet to a point on the East right of way line of U.S. Highway #27/State Road #25 according to Florida Department of Transportation Map Section 238422 1; thence run North 02°16'40" East along said East right of way line for a distance of 97.09 feet; thence departing said East right of way line run North 89°52'47" East for a distance of 357.99 feet to a point on the East line of Bradshaw Road as maintained by Lake County, Florida; thence run the following courses along said East line: North 08°31'11" East for a distance of 108.76 feet; thence run North 08°04'22" East for a distance of 203.58 feet; thence run North 07°32'08" East for a distance of 301.61 feet; thence run North 08°01'59" East for a distance of 100.03 feet; thence run North 06°13'32" East for a distance of 99.03 feet; thence run North 01°53'26" West for a distance of 106.21 feet; thence run North 17°53'10" West for a distance of 101.00 feet; thence run North 32°15'43" West for a distance of 124.94 feet; thence run North 25°06'36" East for a distance of 22.17 feet to the intersection with the South line of 5 Mile Road as maintained by Lake County, Florida; thence run the following courses along said South line: South 88°38'57" East for a distance of 193.29 feet; thence run North 89°50'32" East for a distance of 154.07 feet; thence run South 88°57'53" East for a distance of 597.94 feet; thence run South 89°04'13" East for a distance of 1648.76 feet; thence run South 89°10'22" East for a distance of 300.67 feet; thence run South 89°29'11" East for a distance of 299.23 feet; thence run South 89°35'06" East for a distance of 500.01 feet; thence run South 89°37'32" East for a distance of 399.93 feet; thence run South 88°36'09" East for a distance of 100.54 feet; thence run North 87°01'31" East for a distance of 99.52 feet; thence run North 88°41'15" East for a distance of 389.00 feet; thence run North 75°39'41" East for a distance of 180.49 feet; thence run North 70°38'01" East for a distance of 85.81 feet; thence run North 75°47'42" East for a distance of 48.13 feet; thence run North 84°56'34" East for a distance of 22.09 feet; thence departing said South maintained line run South 00°18'54" West for a distance of 47.05 feet; thence run South 89°41'06" East for a distance of 40.00 feet; thence run North 00°18'54" East for a distance of 50.00 feet to the aforesaid South maintained line of 5 Mile Road; thence run the following courses along the aforesaid South maintained line and the West maintained line of 5 Mile Road: South 89°19'15" East for a distance of 248.15 feet; thence run South 89°51'57" East for a distance of 200.19 feet; thence run South 89°48'55" East for a distance of 196.42 feet; thence run South 89°25'54" East for a distance of 201.34 feet; thence run North 89°56'45" East for a distance of 301.13 feet; thence run South 89°48'02" East for a distance of 400.83 feet; thence run South 88°41'42" East for a distance of 100.78 feet; thence run North 89°48'54" East for a distance of 197.56 feet; thence run South 89°50'13" East for a distance of 304.21 feet; thence run South 83°05'13" East for a distance of 97.81 feet; thence run

Instrument: 104.2
Project: Wellness Way Road Project

South 60°30'46" East for a distance of 47.74 feet; thence run South 43°04'26" East for a distance of 62.59 feet; thence run South 04°59'22" East for a distance of 80.69 feet; thence run South 02°24'26" West for a distance of 404.28 feet; thence run South 00°32'02" West for a distance of 779.65 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22; thence run North 88°49'23" West along said North line for a distance of 1.79 feet to a point on the West right of way line of 5 Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 89°00'54" West along said South line for a distance of 1290.91 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 00°20'55" East along the West line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22 for a distance of 1314.56 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 88°49'23" West along the North line of the Northwest Quarter of the Northeast Quarter and the North line of the Northwest Quarter of said Section 22 for a distance of 3969.87 feet to the POINT OF BEGINNING.

PREPARED BY AND RETURN TO:
JAMES G. WILLARD, ESQ.
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1600
ORLANDO, FLORIDA 32801

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 01 2020

TERMINATION OF DECLARATION OF EASEMENT

WHEREAS, by Declaration of Easement dated March 22, 1985 and recorded in the Public Records of Lake County, Florida at Official Record Book 834, Page 1244 (the "**Declaration**") multiple owners of land in Lake County, Florida created a perpetual ingress-egress easement (the "**Easement**") for the benefit of their respective properties as more particularly described in **Exhibit "A"** to the Declaration (the "**Benefitted Property**"); and

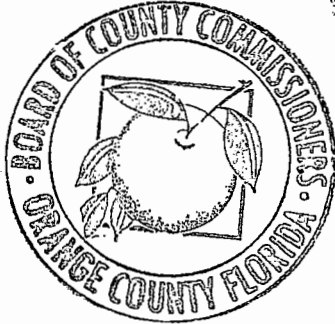
WHEREAS, the undersigned parties (the "**Current Owners**"), being the fee simple owners of all of the Benefitted Property, desire to cancel and terminate of record the Easement created pursuant to the Declaration.

NOW THEREFORE, in consideration of the premises and in accordance with the terms of paragraph 3 of the Declaration, Current Owners do hereby declare the Declaration and Easement created thereunder cancelled and terminated for all purposes thereby removing the Declaration as an encumbrance upon the Benefitted Property.

IN WITNESS WHEREOF, Current Owners have executed this Termination as of the dates set forth next to their names on the following signature page(s).

SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *1 December 2020*

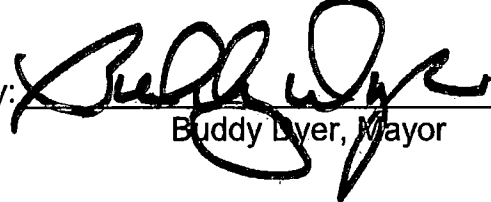
ATTEST: Phil Diamond, CPA, County
Comptroller As Clerk of the Board of
County Commissioners

By: *Noelia Perez*
for Deputy Clerk

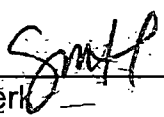
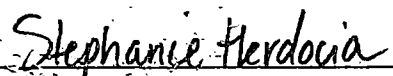
Noelia Perez
Printed Name

SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

CITY OF ORLANDO

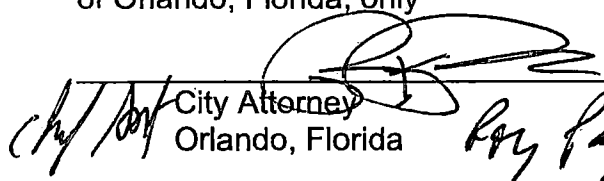
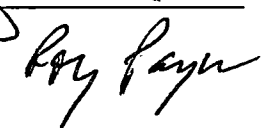
By: 
Buddy Dyer, Mayor

ATTEST:


City Clerk

Printed Name

Date: 12.7.2020

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


City Attorney
Orlando, Florida 

City Council Meeting: 12-7-2020
Item: B-8 Documentary: 201207308

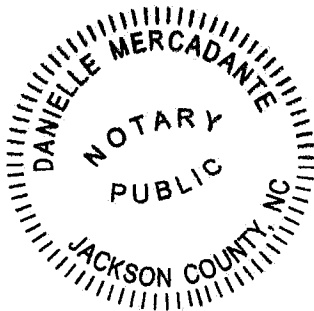
SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

By: *Jerry J Chicone Jr*
Jerry Jay Chicone, Jr.

Date: 10-16-19

North Carolina
STATE OF FLORIDA
COUNTY OF *Mecon*

The foregoing instrument was acknowledged before me this 16 day of October
2019, by Jerry Jay Chicone, Jr., who is personally known to me or has produced
_____ as identification.



Danielle Mercadante
Notary Public, State of *North Carolina*
Print Name: *Danielle Mercadante*
Commission No.: *20117300053*
My commission expires: *1-18-2023*

SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

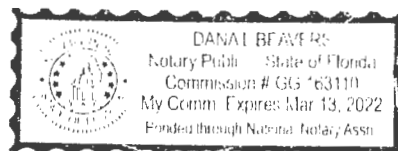
By: Cathryn C. Hollfelder
Cathryn C. Hollfelder a/k/a Cathryn
Chicone Hollfelder

Date: 10-16-19

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 16 day of October,
2019, by Cathryn C. Hollfelder a/k/a Cathryn Chicone Hollfelder, who is personally
known to me or has produced drivers license as identification.

Dana L. Beavers
Notary Public, State of Florida
Print Name: Dana L. Beavers
Commission No.: GG 163110
My commission expires: March 13, 2022



SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

By: Susan C. Chapin
Susan ~~E.~~ Chapin f/k/a Susan E.
Chicone

Date: 10/17/19

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17 day of October,
2019, by Susan ~~E.~~ Chapin f/k/a Susan E. Chicone, who is personally known to me or
has produced _____ as identification.



Kimberly A. Batson
Notary Public, State of Florida
Print Name: Kimberly A. Batson
Commission No.: FF968450
My commission expires: 5/17/2020

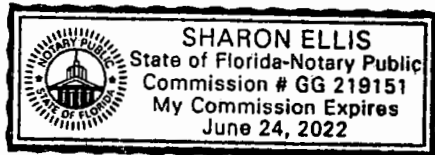
SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

By: CA
Craig T. Ustler

Date: 10/15/19

STATE OF FLORIDA
COUNTY OF ORANGE

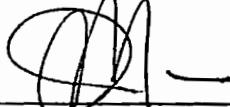
The foregoing instrument was acknowledged before me this 15th day of October
2019, by Craig T. Ustler, who is personally known to me or has produced
_____ as identification.



SE
Notary Public, State of Florida
Print Name: SHARON ELLIS
Commission No.: GG 219151
My commission expires: 6-24-22

SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

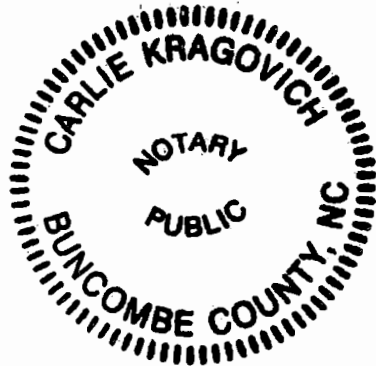
Catherine E. Ross Groves, Inc.

By: 
James W. Ross, its President

Date: 10/3/19

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

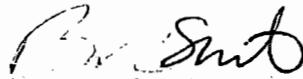
The foregoing instrument was acknowledged before me this 3 day of October
2019, by James W. Ross, President of Catherine E. Ross Groves, Inc., on behalf of the
company. He is personally known to me or has produced drivers license as
identification.



Carl Kragovich
Notary Public, State of North Carolina
Print Name: Carl Kragovich
Commission No.: 201614100237
My commission expires: 05/16/2021

SIGNATURE PAGE TO TERMINATION OF DECLARATION OF EASEMENT
RECORDED AT OFFICIAL RECORD BOOK 834, PAGE 1244; PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

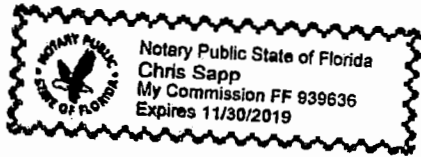
Catherine E. Ross Groves, Inc.

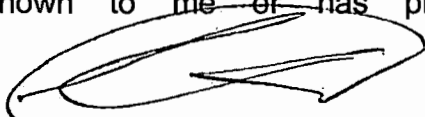
By: 
Brenda R. Smith, its Vice President

Date: 9-19-19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19TH day of SEPTEMBER,
2019, by Brenda R. Smith, Vice President of Catherine E. Ross Groves, Inc., on behalf
of the company. She is personally known to me ~~or~~ has produced
FL DRIVERS as identification.




Notary Public, State of FLORIDA
Print Name: CHRIS SAPP
Commission No.: 939636
My commission expires: 11/30/19