



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: April 15, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

FROM: Paul Sladek, Manager *PS*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Agreement for Sale and Purchase by and among Robert Wayne Harrod, as Trustee of Unrecorded Trust dated February 6, 2012, River Key Corporation, and Orange County, and Declaration of Restrictive Covenants from Orange County, Florida to Department of Environmental Protection, approval of Special Warranty Deed from Robert Wayne Harrod, as Trustee of Unrecorded Trust dated February 6, 2012, and River Key Corporation to Orange County, delegation of authority to the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Agreement for Sale and Purchase, and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing

PROJECT: Orange County Historic Little Econ
District 5

PURPOSE: To provide lands for the preservation of historical resources and for public outdoor recreational purposes.

ITEMS: Agreement for Sale and Purchase (Parcel 101)
Special Warranty Deed (Instrument 101.1)
Cost: \$5,000,000
Total size: 30.42 acres

Declaration of Restrictive Covenants (Instrument 101.2)
Total size: 30.42 acres

BUDGET: Account No.: 1023-062-2150-6115

FUNDS: \$5,017,080 Payable to Shutts & Bowen LLP
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division
Risk Management Division

REMARKS: The subject property consists of three tax parcels, containing approximately 30.42 acres, located on the south side of McCulloch Road, between Rocking Horse Road and Rouse Road, in unincorporated Orange County (Property). By Resolution No. 2019-M-07, adopted by the Board on February 26, 2019, the Board found that the Property represents pristine nature lands and has historical significance, and affirmed the Board's support for the acquisition of the Property.

The Property's owner has agreed to sell the Property to County below the Property's appraised value and intends to claim a charitable contribution for the difference between the Property's appraised value and the purchase price.

Pursuant to the Standard Grant Agreement between State of Florida Department of Environmental Protection (FDEP) and County bearing Agreement Number L1902, approved by the Board on February 11, 2020, and last executed March 17, 2020, (Grant Agreement) County will receive reimbursement from FDEP for a portion of the costs to acquire the Property. The Declaration of Restrictive Covenants included in this item is a requirement of the Grant Agreement, runs in favor of FDEP, and restricts use of the Property in perpetuity for the purposes set forth therein.

County to pay title insurance premium, title search fee, closing fee, municipal lien search fee, and recording fees. Seller to pay documentary stamp tax and prorated taxes.

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: April 15, 2020

Total Amount: \$5,017,080.00

Project: Orange County Historic Little Econ

Parcel: 101

Charge to Account # 1023-062-2150-6115

Controlling Agency Approval Signature _____ Date _____

Printed Name _____

Fiscal Approval Signature _____ Date _____

Printed Name _____

TYPE TRANSACTION (Check appropriate block{s})
 Pre-Condemnation Post-Condemnation

N/A District # 5

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested

\$5,017,080.00

Payable to:
 Shutts & Bowen LLP
 300 S. Orange Ave.
 Suite 1600
 Orlando, FL 32801
 FEIN: 59-0447122
 (purchase price and closing costs)

DOCUMENTATION ATTACHED (Check appropriate block{s})

- Contract/Agreement
- Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Payable to: Shutts & Bowen LLP – \$5,017,080.00 (purchase price and closing costs)

IMPORTANT: PAYMENT OF \$5,017,080.00 TO BE MADE BY WIRE TRANSFER ONLY (DO NOT ISSUE CHECK)

Recommended by Paul Sladek
 Paul Sladek, Manager, Real Estate Management Division

4/15/2020
 Date

Payment Approved Paul Sladek
 Paul Sladek, Manager, Real Estate Management Division

4/15/2020
 Date

Certified Markus P.
 Approved by BCC Deputy Clerk to the Board

MAY 11 2020
 Date

Examined/Approved _____
 Comptroller/Government Grants

APPROVED
 Check No. / Date
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 MAY 11 2020

REMARKS: Anticipated Closing Date: On or before June 4, 2020.

This parcel will close by wire transfer for the payment of \$5,017,080.00. Instructions will be sent once the closing date is determined. Please contact the Manager, Paul Sladek, @ (407) 836-7090 if there are any questions.

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: April 15, 2020

Total Amount: \$5,017,080.00

Project: Orange County Historic Little Econ

Parcel: 101

Charge to Account # 1023-062-2150-6115

Matt Suedmeyer
Controlling Agency Approval Signature Date

Matt Suedmeyer 4/17/20
Printed Name

Y Brown 4/17/2020
Fiscal Approval Signature Date

Yolanda Brown
Printed Name

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation Post-Condemnation

N/A District # 5

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested

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4/15/2020
 Date

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 Paul Sladek, Manager, Real Estate Management Division

4/15/2020
 Date

Certified _____
 Approved by BCC Deputy Clerk to the Board

 Date

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 Check No. / Date

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MAY 05 2020

Prepared By and Return To:

Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel ID Nos.: 04-22-31-0000-00-004
04-22-31-0000-00-013
04-22-31-0000-00-001

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 28 day of May, 2020, by **ROBERT WAYNE HARROD, individually and as Trustee of Unrecorded Trust dated February 6, 2012, as amended, pursuant to Section 689.071, Florida Statutes**, with the power to protect, conserve, sell, lease and encumber or otherwise manage and dispose of the Subject Property (as defined below), and **RIVER KEY CORPORATION**, a Florida corporation, whose address is 2068 Alaqua Drive, Longwood, Florida 32779 (collectively, the "Grantor"), to **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is c/o Real Estate Management Division, 400 E. South Street, 5th Floor, Orlando, Florida 32801 (the "Grantee").

WITNESSETH:

THAT, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, alien, confirm, and forever convey unto the Grantee, its heirs and assigns forever, all right, title, interest, claim and demand which Grantor has in and to the land situated in Orange County, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Subject Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Subject Property.

This conveyance is made subject to zoning ordinances, building codes and other land use laws and applicable government regulations, if any, affecting the Subject Property and those certain matters as set forth in **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions"), none of which are sought to be reimposed hereby.

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor, for itself and its successors, does hereby covenant with and warrant to said Grantee and the Grantee's successors and assigns that the Grantor is lawfully seized of the Subject Property in fee simple, that the Grantor has good, right and lawful authority to sell and



convey the Subject Property, that the Grantor hereby fully warrants title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE SUBJECT PROPERTY IS THE SEPARATE, NON-HOMESTEAD PROPERTY OF GRANTOR.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence "GRANTOR"

of *Vicki L. Cummins*

Print Name: Vicki L. Cummins

Jesse R. Sowell

Print Name: Jesse R. Sowell

Robert Wayne Harrod

ROBERT WAYNE HARROD, individually and as Trustee of Unrecorded Trust dated February 6, 2012, as amended

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 26 day of May, 2020, by means of physical presence or online notarization, by **ROBERT WAYNE HARROD**, individually and as Trustee of Unrecorded Trust dated February 6, 2012, as amended. He [] is personally known to me or [] who provided *FL Driver License* as identification.

Vicki L. Cummins

NOTARY PUBLIC, State of Florida at Large.
My Commission Expires:

(Seal)

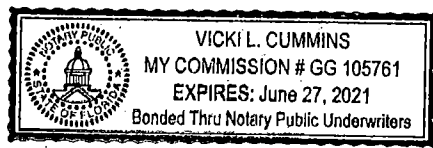


Exhibit "A"
Legal Description

LANDS SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN S89°34'32"W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, A DISTANCE OF 31.87 FEET; THENCE DEPARTING SAID NORTH LINE RUN S01°16'23"W, A DISTANCE OF 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF MCCULLOCH ROAD AND THE WEST RIGHT OF WAY LINE OF ROUSE ROAD, A 60 FOOT RIGHT OF WAY PER ORANGE COUNTY PUBLIC WORKS RIGHT OF WAY MAP C.I.P. NO. 3018 JOB NO. 071161.13 AND THE POINT OF BEGINNING; THENCE RUN S01°16'23"W, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 886.83 FEET TO THE NORTH LINE OF THE SOUTH 215.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4; THENCE DEPARTING SAID WEST RIGHT OF WAY, RUN S89°39'53"W ALONG SAID NORTH LINE, A DISTANCE OF 121.81 FEET TO THE WEST LINE OF THE EAST 174.80 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4; THENCE RUN S00°03'27"E ALONG SAID WEST LINE, A DISTANCE OF 130.00 FEET TO THE NORTH LINE OF THE SOUTH 85.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4; THENCE RUN S89°39'53"W ALONG SAID NORTH LINE, A DISTANCE OF 173.70 FEET TO THE WEST LINE OF THE EAST 348.50 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4; THENCE RUN S00°03'27"E ALONG SAID WEST LINE, A DISTANCE OF 7.89 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°39'53"W A DISTANCE OF 29.84 FEET TO THE WEST LINE OF THE EAST 378.34 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4; THENCE RUN S00°03'27"E ALONG SAID WEST LINE, A DISTANCE OF 77.12 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4; THENCE RUN S89°39'53"W ALONG SAID SOUTH LINE, A DISTANCE OF 884.97 FEET TO THE EASTERLY RIGHT OF WAY OF ROCKING HORSE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 188, PAGE 269, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N01°34'28"W ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 1099.78 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY AND THE SOUTHERLY RIGHT OF WAY OF MCCULLOCH ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1010, PAGE 576, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°34'32"E ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1260.04 FEET TO THE POINT OF BEGINNING.



Exhibit "B"
Permitted Exceptions

1. Easement in favor of Florida Power Corporation recorded February 21, 1990 in Book 4159, Page 748, of the Public Records of Orange County, Florida.
2. Riparian rights are not guaranteed.
3. Title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described herein.
4. Title to any part of the land lying below the ordinary high water mark of any abutting body of water.



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAY 05 2020

Project: Orange County Historic Little Econ
Parcel: 101

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between ROBERT WAYNE HARROD, AS TRUSTEE OF UNRECORDED TRUST DATED FEBRUARY 6, 2012, (“**Trust**”) and RIVER KEY CORPORATION, a Florida corporation, (“**Corporation**”, and collectively with Trust, “**Seller**”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**Purchaser**”).

RECITALS

A. Seller is the sole owner in fee simple of those certain parcels of real property located on the south side of McCulloch Road, between Rocking Horse Road and Rouse Road, in Orlando, Florida, 32817 in unincorporated Orange County, Florida, containing approximately 30.42 acres, bearing Orange County Property Appraiser’s Parcel Identification Numbers 04-22-31-0000-00-004, 04-22-31-0000-00-013, and 04-22-31-0000-00-001, and being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

B. Pursuant to that certain “Standard Grant Agreement” between State of Florida Department of Environmental Protection (“**FDEP**”) and Purchaser bearing Agreement Number L1902, approved by the Orange County Board of County Commissioners (the “**Board**”) on February 11, 2020, and last executed March 17, 2020, (the “**Grant Agreement**”) in the event that Purchaser purchases the Property from Seller, Purchaser may receive reimbursement from FDEP for a portion of the costs to acquire the Property.

C. Purchaser wishes to buy the Property from Seller, and Seller wishes to sell the Property to Purchaser, on the terms and conditions set forth herein and in full compliance with all terms and conditions of the Grant Agreement.

NOW, THEREFORE, in consideration of the Purchase Price (hereinafter defined), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by

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this reference.

2. Agreement. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the Purchase Price and on the terms and conditions set forth in this Agreement.

3. Effective Date. The effective date of this Agreement (the "**Effective Date**") shall be latest of: (i) the date this Agreement is executed by Seller; (ii) the date this Agreement is executed by Purchaser; and (iii) the date this Agreement is approved by the Board.

4. Purchase Price. Subject to such credits, adjustments, and prorrations, if any, for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property shall be Five Million and No/100 U.S. Dollars (\$5,000,000.00) (the "**Purchase Price**").

4.1 Seller hereby represents that Seller has obtained, or may hereafter obtain, an appraisal of the Property, which may identify the Property as having an appraised value greater than the Purchase Price. Purchaser acknowledges that in the event that Purchaser purchases the Property from Seller, that the individual owning and holding all of the beneficial interests in Trust ("**Beneficial Owner**") and Corporation each intend to claim a non-cash charitable contribution for the difference between such claimant's *pro rata* share of Seller's appraised value of the Property and such claimant's *pro rata* share of the Purchase Price (collectively, "**Seller's Claimed Contribution**") by filing two (2) IRS Form 8283 with the Internal Revenue Service, substantially in the forms attached hereto and incorporated herein as **Exhibit "D"** (the "**IRS Forms**"). At Closing, Purchaser agrees to acknowledge purchase (i.e. a bargain sale by Seller) and receipt of the Property by executing Part IV of each of the IRS Forms and delivering the same to Seller, provided that Purchaser's execution of Part IV of the IRS Forms does not represent Purchaser's agreement with Seller's appraised value of the Property set forth in Section B, Part I of the IRS Forms. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute Part IV of the IRS Forms pursuant to this Section 4.1.

4.2 Seller hereby acknowledges and agrees that Seller is not relying on any representations or warranties of any kind whatsoever, express or implied, from Purchaser and/or Purchaser's board, staff, counsel, employees, and/or other agents, as to any matters relating to or aspects of Seller's Claimed Contribution; rather, Seller has consulted with, and Seller is relying exclusively on the advice and counsel of, Seller's own tax consultants, legal counsel, and other professionals, all of whom have been selected and retained by Seller. Purchaser has not made and does not and will not make any representation or warranty, either express or implied, of any kind or nature, with respect to Seller's Claimed Contribution, including but not limited to: (i) the accuracy of Seller's appraised value of the Property; (ii) whether or not Seller and/or Beneficial Owner is or is not entitled to claim Seller's Claimed Contribution (in whole or in part); (iii) the amount of deduction or tax benefit, if any, that Seller and/or Beneficial Owner may receive on account of Seller's Claimed Contribution; and/or (iv) the process, steps, forms, etc. that must be followed, taken, completed, etc. to claim Seller's Claimed Contribution. Seller hereby releases, discharges, and acquits Purchaser and/or Purchaser's board, staff, counsel, employees, and/or

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other agents, from any and all claims, actions, costs, expenses, losses, liabilities, damages, and/or demands whatsoever, whether legal or equitable in nature, which Seller may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way to Seller's Claimed Contribution, including but not limited to any inability or failure on the part of Seller and/or Beneficial Owner (in whole or in part) to claim, or receive a benefit from, Seller's Claimed Contribution. For avoidance of doubt, Beneficial Owner is not a third party beneficiary of this Agreement. The terms and provisions of this Section 4.2 shall survive the Closing.

5. Title and Survey.

5.1 Prior to the Effective Date, Seller has, at Purchaser's expense (pursuant to Section 7.2.6 below), obtained and delivered to Purchaser, an ALTA title insurance commitment for an Owner's Title Insurance Policy (Form 2006), in the amount of the Purchase Price, with an effective date of March 30, 2020, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the "**Commitment**") issued by First American Title Insurance Company (the "**Title Underwriter**") through its issuing agent, Shutts & Bowen LLP (the "**Title Agent**", and collectively with the Title Underwriter, the "**Title Company**"). A true, correct, and complete copy of the Commitment is set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. The Commitment evidences that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, Purchaser shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

5.2 Prior to the expiration of the Inspection Period, Purchaser shall, at Purchaser's expense, obtain and deliver to Seller and Title Agent a boundary survey of the Property (the "**Survey**"), prepared by a licensed Florida registered land surveyor in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards; including a metes and bounds legal description of the Property. The Survey shall be in the form required by the Title Company to delete the standard survey exception in the Commitment and shall show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth on Schedule B, Section II, of the Commitment. The Survey shall, at a minimum, be certified to the following parties: Purchaser, Seller, the Title Agent, and the Title Underwriter. At Purchaser's election, Seller agrees to utilize the metes and bounds legal description created by the Survey when conveying the Property pursuant to the Deed at the Closing (hereinafter defined).

5.3 Prior to the Effective Date, Purchaser has reviewed the Commitment, Purchaser has discussed with Seller those title matters that are not acceptable to Purchaser (the "**Objections**"), and Purchaser and Seller have agreed upon the follows matters set forth in this Section 5.3 (the "**Cures**") in order to address and resolve the Objections.

5.3.1 Schedule A of the Commitment is acceptable as-is; provided, however, in the event that Purchaser elects to use in the Deed the metes and bounds legal



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description created by the Survey, as is Purchaser's right under Section 5.2 above, that Seller (and/or the Title Company) agrees to cause Exhibit "A" to Schedule A of the Commitment (and of the owner's title policy to be issued pursuant thereto) to be revised and include the legal description being used in the Deed.

5.3.2 Seller shall cause the Title Company to delete all matters set forth in Schedule B-I of the Commitment (the "**Requirements**") from the Commitment at or prior to Closing, in a manner that does not result in any new Requirement or any new Exception (hereinafter defined) being added to the Commitment (and/or to the owner's title policy to be issued pursuant thereto). Seller (and/or the Title Company), at no cost or expense to Purchaser, shall take all actions and obtain, prepare, and/or record such instruments as are required to satisfy and/or delete all of the Requirements. Notwithstanding the foregoing, Purchaser shall, at Purchaser's expense, at or prior to Closing: (i) as required for the satisfaction of Requirement 2, pay "the agreed amount for the estate or interest to be insured"; (ii) as required for the satisfaction of Requirement 3, pay "the premiums, fees, and charges for the Policy" for which Purchaser is responsible under Sections 7.2.6 and 7.2.7 below; (iii) as required for the satisfaction of Requirement 8, furnish the Survey; and (iv) pay those recording costs (but not documentary stamp tax costs) for which Purchaser is responsible under Section 7.2.9 below.

5.3.3 Purchaser hereby acknowledges that, of those matters set forth in Schedule B-II of the Commitment (the "**Exceptions**"), the following Exceptions are acceptable to Purchaser and will appear in the owner's policy to be issued to Purchaser by the Title Company pursuant to the Commitment ("**Permitted Exceptions**"): Exceptions 8 through 12 (i.e. the standard current year taxes exception, one utility easement, and three water-related exceptions).

5.3.4 Seller shall cause the Title Company to delete all Exceptions – other than the Permitted Exceptions – from the Commitment at or prior to Closing, in a manner that does not result in any new Requirement or any new Exception being added to the Commitment (and/or to the owner's title policy to be issued pursuant thereto). Seller (and/or the Title Company), at no cost or expense to Purchaser, shall take all actions and obtain, prepare, and/or record such instruments (including, primarily but not limited to, one or more owner's affidavits, as discussed in Section 7.2.4(c) below) as are required to satisfy and/or delete all of the Exceptions – other than the Permitted Exceptions. Notwithstanding the foregoing, Purchaser shall, at Purchaser's expense, at or prior to Closing: (i) as required for the deletion of Exception 3 (and as may be required for the deletion of Exceptions 2, 5, and 13) furnish the Survey; and (ii) pay those recording costs (but not documentary stamp tax costs) for which Purchaser is responsible under Section 7.2.9 below.

5.3.5 Failure by Seller to perform and/or satisfy (or to cause the Title Company to perform and/or satisfy) all of the Cures and all of Seller's obligations and duties set forth above in this Section 5.3 (in order to address and resolve the Objections of Purchaser), shall be an event of default by Seller under this Agreement.

5.4 Not later than five (5) business days prior to Closing, Seller shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date within fifteen (15) days of the Closing Date. If the endorsement to the Commitment includes

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any additional requirements in Schedule B, Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the endorsement to the Commitment includes any exceptions in Schedule B, Section II, that are not already Permitted Exceptions (or otherwise addressed by this Agreement), Seller must take all action necessary to delete the same prior to Closing at Seller's sole cost and expense unless: (i) said new exceptions were caused by an action of Purchaser; or (ii) Purchaser consents in writing to the same as Permitted Exceptions prior to the Closing. Failure to satisfy said new requirements and/or delete said new exceptions shall be an event of default under this Agreement by Seller.

6. Inspection Period.

6.1 Purchaser shall have twenty (20) days from the Effective Date (the "**Inspection Period**") within which to investigate the physical, legal, and economic feasibility of acquiring, owning, improving, developing, using, occupying, operating, and maintaining the Property for Purchaser's intended uses including, without limitation, investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, laws, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, concurrency, moratoriums, entitlements, and any other factors whatsoever considered appropriate by Purchaser, in its sole and absolute discretion, to determine overall project feasibility. For the purposes of conducting this investigation, Purchaser shall have the right, both during the Inspection Period, and at all other times that this Agreement is in effect, to personally or through its agents, employees, and independent contractors, to enter upon the Property (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Property (including any buildings, structures, or other improvements located thereon), making additional surveys, soil tests, environmental tests, test borings, topographical studies, and conducting such other investigations of the Property (including any buildings, structures, or other improvements located thereon), which Purchaser deems appropriate, in Purchaser's sole and absolute discretion.

6.1.1 Notwithstanding the foregoing, prior to any entry pursuant to this Section 6.1 into/within any buildings or structures located upon the Property, if any, Purchaser shall provide Seller with reasonable prior notice of any intended entry so that Seller may arrange to provide Purchaser (and/or Purchaser's agents, employees, and independent contractors) access to said buildings or structures and to have a representative present during any time that Purchaser has entered into/within any buildings or structures located upon the Property; notwithstanding the notice provisions of Section 12 below, the "prior notice" required by this Section 6.1 need not be in writing, may be provided by Purchaser to Seller's representative Wayne Harrod at Phone: (407) 353-1575 or Email: harrodw@gmail.com, and shall be considered "reasonable prior notice" if it is provided not less than 24 hours prior to Purchaser's intended entry.

6.1.2 Purchaser, to the extent permitted by Section 768.28 of the Florida Statutes, agrees to indemnify Seller for damage or injury that may occur on the Property each attributable to Purchaser's own negligent acts or omissions or those of its officials and employees acting within their scope of their employment. The foregoing shall not constitute an agreement by



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Purchaser to assume any liability for the acts, omissions, and/or negligence of any other party. Nothing in this Agreement is intended to act as a waiver of the Purchaser's sovereign immunity pursuant to Section 768.28 of the Florida Statutes and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Purchaser be liable to Seller under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Purchaser related to this Agreement and are not confined to tort liability. Purchaser shall repair any damage caused by Purchaser's tests and investigations. These conditions shall survive termination of this Agreement and Closing.

6.2 The Due Diligence Contingency, set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference, is a material condition of this Agreement and is incorporated herein by this reference.

6.3 In the event Purchaser determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for Purchaser to acquire the Property – or that Purchaser is not satisfied with any other matter (including without limitation those other matters set forth in this Section 6 above or any other matter(s) which Purchaser deems relevant) – then, in such event, Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and, in such event, the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 6.3.

6.4 Seller agrees to deliver to Purchaser within five (5) business days after the Effective Date a copy of each of the following, to the extent such is within Seller's possession or control, all of which shall be delivered without any assignment or warranty and considered the **"Seller's Documents"**:

6.4.1 Any (i) environmental, wetlands, and/or endangered species reports, (ii) structural, mechanical, foundation, and/or roof reports, and/or (iii) studies, technical data, utility capacity information, soils reports, drainage reports, traffic reports and studies, surveys, maps (including flood plain maps), and/or hydrological reports, related to all or any part of the Property;

6.4.2 Notices from government agencies affecting all or any part of the Property;

6.4.3 All title policies and title instruments pertaining to all or any part of the Property; and

6.4.4 Any other similar due diligence documents, studies, notices,



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analysis, or information pertaining to all or any part of the Property in Seller's possession or under Seller's control.

6.5 After the Effective Date (and until this Agreement is terminated, if ever), Seller shall not change or cause the physical condition of the Property to change relative to its condition on the Effective Date, absent the prior written consent of Purchaser to any such change.

6.6 Except to the extent specifically set forth herein, Seller has not made and does not and will not make any representation or warranty, either express or implied, including any with respect to the condition, operability, safety, fitness for intended purpose, or use of the Property. Purchaser specifically acknowledges and agrees that except as otherwise specifically set forth herein to the contrary, Seller shall convey and Purchaser shall accept the Property on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller and/or Seller's board, staff, counsel, employees, and/or other agents, as to any matters concerning the Property 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 Property; (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 Property; (iv) the development potential of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (viii) the compliance of the Property 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 Property; (ix) the presence of hazardous or toxic materials on, under, or about the Property or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Property, (xi) any service contracts, guarantees or warranties, or other agreements affecting the Property; (xii) the economics of the transfer of the Property; (xiii) the freedom of the Property from latent or apparent vices or defects; (xiv) peaceable possession of the Property; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Property. The terms and provisions of this section shall survive the Closing of this Agreement.

7. Closing.

7.1 Unless otherwise agreed in writing between Purchaser and Seller, the closing of the purchase and sale of the Property contemplated herein ("**Closing**") shall be a "mail away" closing and all documents and funds necessary for the Closing shall be received by the Title Agent (the "**Closing Agent**") on or before seven (7) business days after the expiration of the Inspection Period (the "**Closing Date**") (except to the extent that the Closing Date is extended by other provisions of this Agreement).



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7.2 At Closing:

7.2.1 Purchaser shall remit to the Closing Agent by wire transfer the Purchase Price, subject to the adjustments and prorations, and plus the Purchaser's expenses, herein provided.

7.2.2 Seller shall execute and deliver to Purchaser a special warranty deed (a "**Deed**") conveying, in accordance with all applicable laws and ordinances, indefeasible title to the Property free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions. The Deed shall also transfer and assign to Purchaser all of Seller's rights, titles, and interests in and to: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) any street, road, alley, or avenue (whether dedicated or not, whether before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Property to the center line thereof; (iv) any strip(s), hiatus(es), gore(s), gap(s), or boundary adjustment area(s) adjoining or affecting the Property; (v) all riparian and other water rights relating to the Property, and all rights, titles, and interests of Seller in any body of water situated on, under, or adjacent to the Property; and (vi) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property of which Purchaser approves.

7.2.3 Purchaser shall execute and deliver to the Closing Agent the "Declaration of Restrictive Covenants" in the form attached to the Grant Agreement as Exhibit "F" thereto (the "**DRC**"). The Closing Agent shall record the DRC in the Official Records of Orange County, Florida, immediately following the Deed (i.e. as the next document recorded in the Official Records after the Deed).

7.2.4 Seller shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable:

- (a) a closing statement;
- (b) an affidavit (one from each of Trust and Corporation) and/or such other instruments as shall be required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;
- (c) an owner's affidavit in the form required by the Title Company to delete the standard exceptions on an owner's title policy;
- (d) a non-foreign person affidavit (one from each of Trust and Corporation) pursuant to Section 1445(b)(2) of the Internal Revenue Code; and
- (e) copies of such documents, resolutions, and other instruments as may be reasonably required by Purchaser and/or the Title Company, in form acceptable to Purchaser, Seller, and the Title Company, to evidence the authority of the person(s) signing the Deed and other documents to convey the Property to Purchaser



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in accordance with this Agreement.

7.2.5 Purchaser shall pay a closing fee to the Closing Agent in the amount of Five Hundred and No/100 U.S. Dollars (\$500.00).

7.2.6 Purchaser shall pay a title search/commitment fee to the Title Company in the amount of Two Hundred Fifty and No/100 U.S. Dollars (\$250.00).

7.2.7 Purchaser shall pay to the Title Company, at state promulgated rates, the title insurance premium for the owner's policy for the Property to be issued pursuant to the Commitment (and any endorsements thereto requested by Purchaser).

7.2.8 Seller shall pay for state documentary stamp tax on the Deed.

7.2.9 Purchaser shall pay for the costs of recording the Deed and the DRC, the costs of recording of any corrective instruments necessary to cure any Objections, and the costs of recording any other instruments to be recorded in connection with this Agreement and/or the Closing.

7.2.10 All property taxes to the Closing Date shall be paid by Seller at Closing pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid by Seller for the year of conveyance.

7.2.11 Seller shall pay all pending, certified, confirmed, and ratified charges or assessments against the Property existing as of the day before the Closing Date.

7.2.12 Each party shall bear its own attorney's fees and expenses in connection with Closing.

7.2.13 Purchaser shall pay for the Survey.

7.2.14 Seller shall execute and deliver such other documents and instruments as are helpful or reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7.3 Possession of the Property shall be delivered to Purchaser at Closing.

8. Contingencies.

8.1 Contingencies Defined. The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 8.1 (the "**Contingencies**"):

8.1.1 Cures. At or before Closing, Seller shall have performed and/or satisfied (or shall have caused the Title Company to perform and/or satisfy) all of Seller's obligations and duties set forth in Section 5.3 above.

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8.1.2 Marked-Up Commitment. At or before Closing, the Title Company shall have provided Purchaser with a “marked-up” version of the Commitment unconditionally obligating the Title Company to issue an owner’s policy to Purchaser in the condition required by this Agreement.

8.1.3 Grant Agreement – In Effect. The Grant Agreement shall be in full force and effect and shall not have terminated (nor have expired) for any reason (including, but not limited to, termination by FDEP pursuant to Paragraph 13 of Attachment 1 to the Grant Agreement).

8.1.4 Grant Agreement – No Suspension. FDEP shall not have suspended any or all activities under the Grant Agreement (including, but not limited to, suspension by FDEP pursuant to Paragraph 16 of Attachment 1 to the Grant Agreement).

8.1.5 Grant Agreement – Availability of Funds. Funds to reimburse Purchaser, in accordance with the Grant Agreement, for a portion of Purchaser’s costs to acquire the Property shall remain available (including, but not limited to, FDEP shall not have provided Purchaser with a notice of rescission pursuant to Sub-paragraph 8.h of Attachment 1 to the Grant Agreement).

8.2 Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement by Purchaser at any time by delivery of written notification from Purchaser to Seller. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to waive Contingencies and furnish notices pursuant to this paragraph.

8.3 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 Purchaser on or before the Closing Date (or on or before such earlier date as may be specified for the satisfaction of any particular Contingency in Section 8.1 above), then this Agreement shall automatically terminate and be of no further force or effect. In the event this Agreement terminates pursuant to this Section 8.3 due to a failure of any Contingency, 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.

8.4 Extension of the Closing Date. In the event that any (or all) of the Contingencies are not satisfied or waived on or before ten (10) business days following the end of the Inspection Period, then the Parties, by mutual agreement, may extend the Closing Date through one or more written extensions executed by Purchaser and Seller; provided, however, in no event shall the Closing Date be extended to a time later than twenty (20) business days from the end of the Inspection Period (i.e. the aggregate total of all extensions to the Closing Date may not exceed ten (10) additional business days). The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute written extensions pursuant to this paragraph.

9. Seller’s Representations and Warranties.

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9.1 Seller hereby represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date, and that each of the following shall be true and correct as of the Closing Date as if such representations and warranties were made again on the Closing Date:

9.1.1 This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

9.1.2 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required.

9.1.3 To Seller's actual knowledge, there are no actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and, to Seller's actual knowledge, there are no recorded or unrecorded liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances affecting the Property – other than matters of public record reflected on the Commitment.

9.1.4 To Seller's actual knowledge, there are no other persons or entities known to Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof.

9.1.5 To Seller's actual knowledge, the Property is not any type of security or collateral for any Seller obligation.

9.1.6 To Seller's actual knowledge, the Property is not subject to any recorded or unrecorded licenses, leases, or other occupancy agreements of any kind or nature.

9.1.7 There are no outstanding state or federal tax liens, claims, or demands against Seller that constitute or will constitute a lien against the Property or any portion thereof.

9.1.8 After the Effective Date, Seller shall not convey, transfer, or encumber the Property, take any action to cause the Property to be conveyed, transferred, or encumbered, or grant any interest in the Property to any person or entity other than to Purchaser as contemplated in this Agreement.

9.1.9 To Seller's actual knowledge, Seller has received no written notification and, to Seller's actual knowledge, has received no other notification from any individual, corporation, governmental agency, bureau, or authority that pertains to or concerns a violation or suspected violation of any environmental or ecological law or regulation relating to the Property.

9.1.10 Except as otherwise disclosed in the Seller's Documents, to Seller's actual knowledge, there presently does not exist and there has never existed on, above, or under the Property any Hazardous Material, and that, to Seller's actual knowledge, neither Seller, nor any other person, has ever caused or permitted any Hazardous Materials to be placed,



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held, located, or disposed of, on, under, or at the Property or any part thereof. To Seller's actual knowledge, no part of the Property has ever been used as a manufacturing, storage, or dumpsite for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination.

(a) "Hazardous Materials" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products, or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment, or disposal.

(b) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property.

9.1.11 To Seller's actual knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on the Property, except for the five inch (5") well and associated pump located on the Property. To Seller's actual knowledge, no portion of the Property has ever been used for a cemetery/burial site, garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.12 Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement that affects any portion of the Property.

9.1.13 Seller will promptly notify Purchaser of any occurrence, notification, or variation in the representations or warranties contained herein.

9.2 The failure of any of the representations, warranties, or covenants contained in Section 9.1 to be true and correct on the Effective Date and on the Closing Date shall be a Seller's default under this Agreement. In addition, if, after Closing, Purchaser becomes aware that any of the representations or warranties are not true or correct, Purchaser shall have all remedies at law, in equity, and under this Agreement with respect thereto, however, in no event shall Seller be liable for any consequential, indirect, special or punitive damages; provided, however, that the terms of this Section 9 shall only survive Closing for a period of one (1) year after the Closing.

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For purposes of this Agreement, whenever the phrase "to Seller's actual knowledge" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Wayne Harrod in his capacities as Trustee of Trust and President of Corporation, without any investigation or inquiry.

10. Brokers and Commission. Seller and Purchaser represent to each other that neither party is aware of any person or entity which would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms of this paragraph shall survive Closing, or termination of this Agreement, for a period of one (1) year after the date of Closing or such termination.

11. Default and Remedies.

11.1 In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific noncompliance, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said noncompliance, breach, or other problem, except the parties shall only have three (3) days to cure a failure to timely close the transaction contemplated hereby. If such noncompliance, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

11.2 In the event of a default by Seller, then Purchaser, as Purchaser's sole and exclusive remedy, may, at Purchaser's election, either: (i) terminate this Agreement by written notice to Seller whereupon the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement; or (ii) pursue an action for specific performance against Seller.

11.3 In the event of a default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement. Thereafter, all rights and obligations of Purchaser and Seller under this Agreement shall terminate except for those rights and obligations which expressly survive the termination of this Agreement. In no event shall Seller be entitled to initiate litigation seeking legal or equitable remedies, including but not limited to the right of specific performance, against Purchaser.

11.4 Except as otherwise expressly set forth herein, in no event shall either party be liable for damages in the event of a default by such party hereunder; furthermore, and notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of a default by such party hereunder.

11.5 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 11.

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12. Notices.

12.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and may be given by hand delivery; certified mail, return receipt requested; or guaranteed overnight delivery service. Notices shall be deemed given and received upon receipt by the party to whom the notices are sent, as evidenced by the notation on the records of the courier, U.S. Postal Service, or overnight delivery service, as applicable.

As to Seller: Robert Wayne Harrod, as Trustee of
Unrecorded Trust dated February 6, 2012
Attn: Robert Wayne Harrod, Trustee
2068 Alaqua Dr.
Longwood, FL 32779-3116

with a copy to: River Key Corporation
Attn: Wayne Harrod, President
2068 Alaqua Dr.
Longwood, FL 32779-3116

with a copy to: Shutts & Bowen LLP
Attn: Daniel T. O'Keefe, Esq.
300 S. Orange Ave.
Suite 1600
Orlando, FL 32801

As to Purchaser: Orange County, Florida
Real Estate Management Division
Attn: Manager
400 E. South St.
5th Floor
Orlando, FL 32801

with a copy to: Orange County, Florida
County Attorney's Office
Attn: County Attorney
201 S. Rosalind Ave.
3rd Floor
Orlando, FL 32801

12.2 Failure to conform to the required forms of notices above shall not defeat the effectiveness of notice actually received by the addressee, but such notice shall be deemed given only upon such actual receipt. Addresses for notice may be changed by giving notice hereunder.

12.3 Notwithstanding any provisions hereof to the contrary, legal counsel for



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either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section 12.

12.4 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under this Section 12.

13. Miscellaneous.

13.1 No Waiver; Rights Cumulative. 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. Except as expressly limited the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

13.2 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

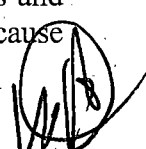
13.3 Survival. Neither this Agreement, nor any of the provisions hereof, shall survive the Closing hereunder, except as specifically provided herein.

13.4 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns (if any).

13.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

13.6 Headings; Gender. The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

13.7 Further Assurances. After the Effective Date and continuing after Closing, but at no material cost to Seller, Seller shall, at the request of Purchaser, Title Company, and/or FDEP, make, execute, and/or deliver (or re-make, re-execute, and/or re-deliver) or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents (including but not limited to instruments of a corrective nature), and shall do or cause



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to be done (or re-do or re-cause to be done) all such other things which Purchaser, Title Company, and/or FDEP may reasonably request and which are reasonably required to effectuate the provisions and intention of this Agreement and/or the Grant Agreement (including, but not limited to, in furtherance of Purchaser's compliance with the Grant Agreement and/or Purchaser's receipt from FDEP of reimbursement from FDEP for a portion of the costs to acquire the Property). The terms of this paragraph shall survive Closing.

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

13.9 Time of the Essence. Time is of the essence of this Agreement.

13.10 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Florida.

13.11 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 Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

13.12 Assignment. Neither Seller nor Purchaser shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

13.13 Attorney's Fees. Both parties expressly agree that each party shall bear the cost of its own attorney's fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney's fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

13.14 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF



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CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR PURCHASER ENTERING INTO THIS AGREEMENT (OR ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

[signature pages and exhibits follow]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

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IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

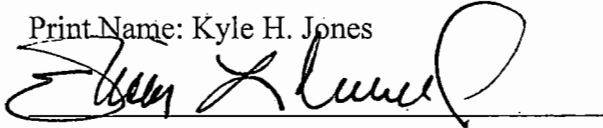
“SELLER”

Signed, sealed, and delivered
in the presence of:

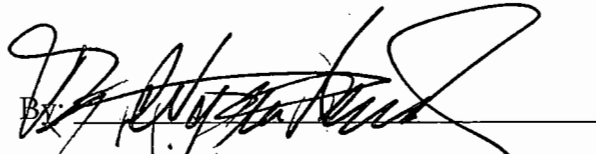
**ROBERT WAYNE HARROD,
AS TRUSTEE OF
UNRECORDED TRUST
DATED FEBRUARY 6, 2012**



Print Name: Kyle H. Jones



Print Name: Vicki L. Cummins



Print Name: Robert Wayne Harrod

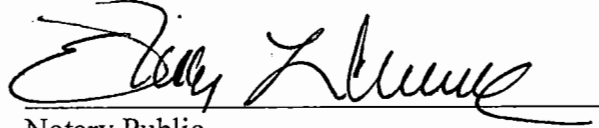
Title: Trustee

Date: April 14, 2020

STATE OF FLORIDA

COUNTY OF ORANGE

This instrument was sworn to and subscribed before me, by means of X physical presence or _____ online notarization, this 14 day of April, 2020, by ROBERT WAYNE HARROD, AS TRUSTEE OF UNRECORDED TRUST DATED FEBRUARY 6, 2012, on behalf of said trust. He _____ is personally known to me OR X has produced FL Driver's License as identification.

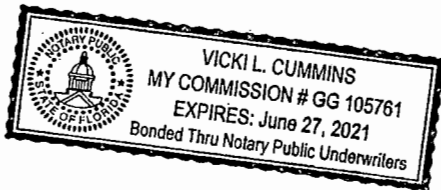


Notary Public

Vicki L. Cummins

Print Name

My Commission Expires: _____



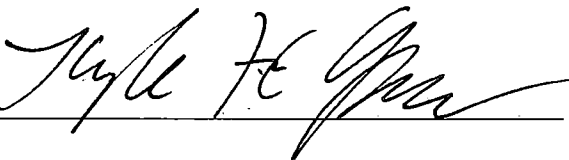
Project: Orange County Historic Little Econ
Parcel: 101

IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

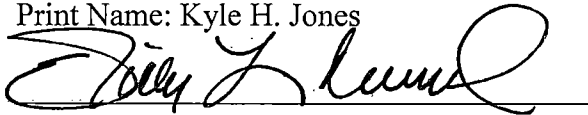
“SELLER”

Signed, sealed, and delivered
in the presence of:

**RIVER KEY CORPORATION,
a Florida corporation**



Print Name: Kyle H. Jones



Print Name: Vicki L. Cummins

By: 

Print Name: **Wayne Harrod**

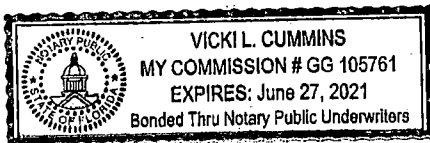
Title: **President**

Date: April 14, 2020

STATE OF FLORIDA

COUNTY OF ORANGE

This instrument was sworn to and subscribed before me, by means of X physical presence or _____ online notarization, this 14 day of April, 2020, by Wayne Harrod, as President of RIVER KEY CORPORATION, a Florida corporation, on behalf of said corporation. He is personally known to me OR X has produced Fl. Driver's License as identification.





Notary Public



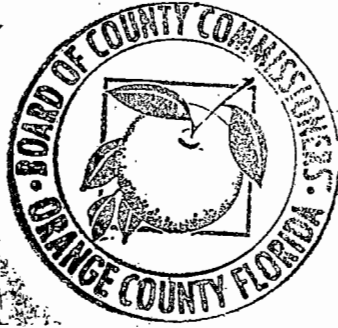
Print Name

My Commission Expires: _____

Project: Orange County Historic Little Econ
Parcel: 101

IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

“PURCHASER”



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

DATE: 11 May 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



Project: Orange County Historic Little Econ
Parcel: 101

EXHIBIT "A"
Legal Description of the Property

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THEN S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E, A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE N 00°09'32" W, ALONG SAID WESTERLY LINE A DISTANCE OF 38.58 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166; THENCE RUN N 89°33'48" E, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166, A DISTANCE OF 29.84 FEET TO A POINT ON THE WEST LINE OF THE EAST 348.50 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 7.89 FEET TO A POINT ON NORTH LINE OF THE SOUTH 85.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 173.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 174.80 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 215.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 144.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID ROUSE ROAD, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE

Project: Orange County Historic Little Econ
Parcel: 101

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 886.50 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE NW 1/4 OF THE NW 1/4 (LESS THE S 85 FEET OF THE EAST 348.5 FEET AND LESS ROAD RIGHTS OF WAY ON THE NORTH, EAST AND WEST) LYING WEST OF THE CENTER LINE OF THE LITTLE ECONLOCKHATCHEE RIVER, ALL LYING IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

AND

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER: S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY LINE A DISTANCE OF 38.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN S 89°33'48" W, A DISTANCE OF 722.85 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 5 (FIVE) COURSES ALONG SAID CENTERLINE: N 19°37'58" W, A DISTANCE OF 49.91 FEET; THENCE N 35°33'32" W, A DISTANCE OF 61.78 FEET; THENCE N 12°58'28" E, A DISTANCE OF 52.66 FEET; THENCE N 54°38'16" E, A DISTANCE OF 234.16 FEET; THENCE N 82°19'58" E, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING.



Project: Orange County Historic Little Econ
Parcel: 101

EXHIBIT "B"
Due Diligence Contingency

I. As part of its investigations of the Property pursuant to Section 6 of this Agreement, Purchaser may obtain within the Inspection Period a report (an "**Environmental Survey**") by a qualified consultant or consultants, including members of Purchaser's own professional staff (the "**Consultants**"). Such Environmental Survey may include, without limitation, the following (all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**"):

- (i) contamination of the Property by hazardous materials;
- (ii) apparent violation of environmental requirements upon or associated with activities upon the Property;
- (iii) the presence of any endangered or threatened species or plant life on the Property;
- (iv) whether the Property has any historical or archeological significance; and/or
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

The Environmental Survey may also include, without limitation, the results of:

- a) a site inspection;
- b) interviews of present occupants of the Property, if any;
- c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- d) a review of aerial photographs of the Property and other evidence of historic land uses;
- e) soil and/or ground water testing and/or analysis;
- f) asbestos testing and/or analysis;
- g) testing and/or analysis of any other apparently applicable environmental hazard or condition; and/or
- h) building inspection.

The Environmental Survey shall include (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. Seller will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies or reports prepared by or for Seller, or furnished to Seller, or its agents or consultants, and Seller will make available to the Consultants any persons known to have knowledge of such matters.

IV. If the Environmental Survey or other testing results are unacceptable to Purchaser, then this Agreement shall be terminated upon written notice to Seller of such unacceptability and no party to this Agreement shall have any further liability to any other.



Project: Orange County Historic Little Econ
Parcel: 101

EXHIBIT "C"
Commitment

(see attached one (1) document totaling twelve (12) pages)





First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2037-4468440

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No:2037-4468440

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 2301 Maitland Center Parkway, Suite 450, Maitland, FL 32751

Issuing Office's ALTA® Registry ID: 1164703

Issuing Office File No.: 2037-4468440

Commitment No.: 2037-4468440

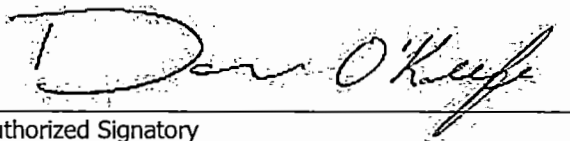
Property Address: , FL

Revision No.: 3, Revised April 14, 2020

SCHEDULE A

1. Commitment Date: March 30, 2020 8:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
 Proposed Insured: Orange County, a charter county and political subdivision of the State of Florida
 Proposed Policy Amount: \$5,000,000.00
 - (b) 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$ 0.00
 - (c) ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in: Robert Wayne Harrod, as Trustee of Unrecorded Trust dated February 6, 2012 by virtue of Book 10338, Page 7854 and Book 10338, Page 7857 (As to Parcel 1)
 And
 River Key Corporation, a Florida corporation by virtue of Book 4644, Page 4446 and Book 4696, Page 1838 (As to Parcel 2)
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Shutts & Bowen LLP

By: 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2037-4468440

Commitment No.: 2037-4468440

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed conveying the land from Robert Wayne Harrod, individually and as Trustee of Unrecorded Trust dated February 6, 2012, as amended by First Amendment, dated August 3, 2015 and further amended by Second Amendment, dated August 1, 2017, as a single person or joined by spouse, if married, to Orange County, a charter county and political subdivision of the State of Florida. (As to Parcel 1)
 - b. Warranty Deed conveying the land from River Key Corporation, a Florida corporation, to Orange County, a charter county and political subdivision of the State of Florida. In connection with said deed, we will further require: 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation; 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation; 3) The corporation must have been formed prior to, the date the corporation acquired title to the land; 4) Certificate from the Secretary of State of the state of origin of said corporation's current good standing; 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the State's statutory requirements; and 6) The Company reserves the right to amend the commitment, including but limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above. (As to Parcel 2)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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5. Intentionally deleted.
6. Intentionally deleted.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
8. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Minimum Technical Standards for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.
9. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **PAID**. The gross amount is \$2,085.40 for Tax Identification No. 04-22-31-0000-00004. (As to Parcel 1)
11. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **PAID**. The gross amount is \$5,171.95 for Tax Identification No. 04-22-31-0000-00013. (As to Parcel 1)
12. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **PAID**. The gross amount is \$699.93 for Tax Identification No. 04-22-31-0000-00-0001. (As to Parcel 2)
13. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.
14. Record Certification of Trust pursuant to Section 736.1017, F.S., executed by the current Trustee(s) of the Unrecorded Trust dated February 6, 2012, as amended by First Amendment, dated August 3, 2015 and further amended by Second Amendment, dated August 1, 2017. (Company's FATCO Form CT-1, CT-2, or similar format). If by Successor Trustee(s), the Certification of Trust must include as an Exhibit the following: (i) Pertinent pages of the Trust and any amendments setting forth the name and date of the Trust, name of the Settlor(s), name of the original Trustee(s), and provisions relating to the appointment of the Successor Trustee(s); and (ii) the death certificate of the prior Trustee(s) or other documentation establishing the resignation or incapacity of the prior Trustee(s). (As to Parcel 1)

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2037-4468440

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of

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the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Easement in favor of Florida Power Corporation recorded February 21, 1990 in Book 4159, Page 748. (As to Parcels 1 and 2)
10. Riparian rights are not guaranteed or insured. Title to no portion of the herein described land lying below ordinary high water mark is hereby insured. (As to Parcels 1 and 2)
11. This Policy does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule "A". (As to Parcels 1 and 2)
12. This Policy does not insure title to any part of the land lying below the ordinary high water mark of any abutting body of water. (As to Parcels 1 and 2)
13. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Shown For Information Only:

- a. Notice of Environmental Resource Permit recorded June 27, 2017 in Instrument No. 20170358704. (As to Parcel 1)

Note: All of the recording information contained herein refers to the Public Records of Orange County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Luis Garcia/Title Examiner - 407-691-5215 - lgarcia@firstam.com

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First American

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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First American

First American Title Insurance Company
2301 Maitland Center Parkway
Maitland, FL 32751
Phn - (407)691-5200
Fax - (407)691-5300

04/14/2020

Re: File #2037-4468440
Property Address: , , FL

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 2037-4468440

File No.: 2037-4468440

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THEN S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER- CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E, A DISTANCE OF 198.00 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE N 00°09'32" W, ALONG SAID WESTERLY LINE A DISTANCE OF 38.58 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166; THENCE RUN N 89°33'48" E, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166, A DISTANCE OF 29.84 FEET TO A POINT ON THE WEST LINE OF THE EAST 348.50 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 7.89 FEET TO A POINT ON NORTH LINE OF THE SOUTH 85.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 173.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 174.80 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 215.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 144.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ROUSE ROAD, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 886.50 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE NW 1/4 OF THE NW 1/4 (LESS THE S 85 FEET OF THE EAST 348.5 FEET AND LESS ROAD RIGHTS

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OF WAY ON THE NORTH, EAST AND WEST) LYING WEST OF THE CENTER LINE OF THE LITTLE ECONLOCKHATCHEE RIVER, LYING IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

AND

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER: S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY LINE A DISTANCE OF 38.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN S 89°33'48" W, A DISTANCE OF 722.85 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 5 (FIVE) COURSES ALONG SAID CENTERLINE: N 19°37'58" W, A DISTANCE OF 49.91 FEET; THENCE N 35°33'32" W, A DISTANCE OF 61.78 FEET; THENCE N 12°58'28" E, A DISTANCE OF 52.66 FEET; THENCE N 54°38'16" E, A DISTANCE OF 234.16 FEET; THENCE N 82°19'58" E, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "D"
IRS Forms

(see attached two (2) documents totaling six (6) pages)

A handwritten signature or set of initials, possibly "CSA", enclosed in a hand-drawn oval.

Noncash Charitable Contributions

▶ **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
 ▶ **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0908

Attachment
 Sequence No. **155**

Name(s) shown on your income tax return

ROBERT WAYNE HARROD

Identifying number
 267-64-7715

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

A	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
 If Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
- Name of charitable organization (donee) _____
- Address (number, street, and room or suite no.) _____
- City or town, state, and ZIP code _____
- d** For tangible property, enter the place where the property is located or kept ▶ _____
- e** Name of any person, other than the donee organization, having actual possession of the property ▶ _____

	Yes	No
3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: **ROBERT WAYNE HARROD** Identifying number: **267-64-7715**

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

- 4 Check the box that describes the type of property donated.
- a Art* (contribution of \$20,000 or more)
 - b Qualified Conservation Contribution
 - c Equipment
 - d Art* (contribution of less than \$20,000)
 - e Other Real Estate
 - f Securities
 - g Collectibles**
 - h Intellectual Property
 - i Vehicles
 - j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	26.658 +/- ACRES LAND (SEE EX. A ATTACHED)	VACANT LAND	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
					(h) Amount claimed as a deduction	(i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ _____ Date ▶ _____

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Signature ▶ _____ Title ▶ _____ Date ▶ _____

Business address (including room or suite no.) _____ Identifying number _____

City or town, state, and ZIP code _____

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ _____

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ Yes No

Name of charitable organization (donee) Orange County	Employer identification number [REDACTED]
Address (number, street, and room or suite no.) 201 S. Rosalind Ave.	City or town, state, and ZIP code Orlando, FL 32801
Authorized signature	Title Manager
	Date

EXHIBIT "A"
Legal Description of the Donated Property

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THEN S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E, A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE N 00°09'32" W, ALONG SAID WESTERLY LINE A DISTANCE OF 38.58 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166; THENCE RUN N 89°33'48" E, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166, A DISTANCE OF 29.84 FEET TO A POINT ON THE WEST LINE OF THE EAST 348.50 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 7.89 FEET TO A POINT ON NORTH LINE OF THE SOUTH 85.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 173.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 174.80 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 215.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 144.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID ROUSE ROAD, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 886.50 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE NW 1/4 OF THE NW 1/4 (LESS THE S 85 FEET OF THE EAST 348.5 FEET AND LESS ROAD RIGHTS OF WAY ON THE NORTH, EAST AND WEST) LYING WEST OF THE CENTER LINE OF THE LITTLE ECONLOCKHATCHEE RIVER, ALL LYING IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

Noncash Charitable Contributions

▶ **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

▶ **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Identifying number

59-3206883

Name(s) shown on your income tax return

RIVER KEY CORPORATION

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
 If Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
- Name of charitable organization (donee) _____
- Address (number, street, and room or suite no.) _____
- City or town, state, and ZIP code _____
- d** For tangible property, enter the place where the property is located or kept ▶ _____
- e** Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?	<input type="checkbox"/>		
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?	<input type="checkbox"/>		
c Is there a restriction limiting the donated property for a particular use?	<input type="checkbox"/>		

Name(s) shown on your income tax return RIVER KEY CORPORATION	Identifying number 59-3206883
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Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

4 Check the box that describes the type of property donated.

<input type="checkbox"/> a Art* (contribution of \$20,000 or more)	<input type="checkbox"/> d Art* (contribution of less than \$20,000)	<input type="checkbox"/> g Collectibles**	<input type="checkbox"/> j Other
<input type="checkbox"/> b Qualified Conservation Contribution	<input checked="" type="checkbox"/> e Other Real Estate	<input type="checkbox"/> h Intellectual Property	
<input type="checkbox"/> c Equipment	<input type="checkbox"/> f Securities	<input type="checkbox"/> i Vehicles	

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	3.762 +/- ACRES LAND (SEE EX. A ATTACHED)	VACANT LAND	
B			
C			
D			

(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
				(h) Amount claimed as a deduction	(i) Date of contribution
A					
B					
C					
D					

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ►

Signature of taxpayer (donor) ► _____ Date ► _____

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Signature ► _____ Title ► _____ Date ► _____

Business address (including room or suite no.) City or town, state, and ZIP code	Identifying number
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Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► _____

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ► Yes No

Name of charitable organization (donee) Orange County	Employer identification number	
Address (number, street, and room or suite no.) 201 S. Rosalind Ave.	City or town, state, and ZIP code Orlando, FL 32801	
Authorized signature	Title Manager	Date

EXHIBIT "A"
Legal Description of the Donated Property

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER: S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY LINE A DISTANCE OF 38.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN S 89°33'48" W, A DISTANCE OF 722.85 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 5 (FIVE) COURSES ALONG SAID CENTERLINE: N 19°37'58" W, A DISTANCE OF 49.91 FEET; THENCE N 35°33'32" W, A DISTANCE OF 61.78 FEET; THENCE N 12°58'28" E, A DISTANCE OF 52.66 FEET; THENCE N 54°38'16" E, A DISTANCE OF 234.16 FEET; THENCE N 82°19'58" E, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAY 05 2020

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

ORANGE COUNTY REAL ESTATE MGMT. DIV.
ATTN: PAUL BRYAN SLADEK, ESQ.
400 E. SOUTH ST.
5TH FLOOR
ORLANDO, FL 32801

Property Appraiser's Parcel Identification Numbers:

04-22-31-0000-00-004
04-22-31-0000-00-013
04-22-31-0000-00-001

Instrument: 101.2
Project: Orange County Historic Little Econ

SPACE ABOVE THIS LINE FOR RECORDING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("DRC") is made this _____ day of MAY 05 2020, 2020, by ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose mailing address is 4801 West Colonial Drive, Orlando, Florida 32808, ("Declarant") for the benefit of the DEPARTMENT OF ENVIRONMENTAL PROTECTION, an agency of the State of Florida, having a mailing address at 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399-3000 ("DEP").

WITNESSETH:

WHEREAS, Declarant has applied for and received that certain Grant Award Agreement (DEP Agreement No. L1902); and

WHEREAS, the State of Florida, Department of Environmental Protection, has granted a sum of money to Declarant, for the acquisition of that land which is more particularly described in Exhibit "A" attached hereto and made a part hereof to be utilized for the acquisition of the Orange County Historic Little Econ Parcel (the "Property"); and

NOW THEREFORE, in consideration of the acceptance of funds to acquire the Property to be utilized for conservation, restoration, protection and enhancement of natural resources, and for compatible, public outdoor recreation, said funds being provided by Specific Appropriation Line Item 1608A, General Fund, FY 2019-2020, General Appropriations Act and transferred through DEP, Declarant hereby creates, establishes, and imposes the following restrictions, in perpetuity, upon the Property for the benefit of DEP:

1. Declarant agrees that the use of the Property shall be subject to the terms and conditions set forth in that certain Grant Award Agreement (DEP Agreement No. L1902), which is attached hereto as Exhibit "B" and by reference made a part hereof.

2. The Property shall be managed only for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose ("Purposes"). The Grantee shall initiate an amendment to the future land use designation assigned to the Property to a category dedicated to open space, conservation or outdoor recreation uses; as appropriate. If the Property ceases to be used for the Purposes, then the Property shall be conveyed to the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("Trustees") and, all right, title, and interest of the Grantee, its agents, heirs, and assigns, in the real property described herein shall cease and transfer immediately to the Trustees.

3. The covenants and restrictions contained in this DRC shall run with the title to the Property in perpetuity and be binding upon Declarant and all successive owners (and all parties claiming by, through and under the owners) of the Property.

4. DEP shall have the authority to enforce the covenants and restrictions contained in this DRC in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the covenants and restrictions contained in this DRC.

5. This DRC has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Venue for enforcement actions regarding this DRC shall be in the Circuit Court of Leon County, Florida.

6. The invalidation of any of the covenants and restrictions contained in this DRC by a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions contained in this DRC, which shall remain in full force and effect.

7. Declarant covenants and represents that on the date of execution of this DRC, Declarant is seized of the Property in fee simple and has good right to create, establish, and impose these restrictions on use of the Property. Declarant also covenants and represents that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair Declarant's right to impose the covenants and restrictions contained in this DRC or that would be superior to the covenants and restrictions contained in this DRC.

8. Declarant agrees to incorporate this DRC in any subsequent deed or other written legal instrument by which Declarant transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to this DRC and specifically identifying the official records book and page at which this DRC is recorded in the public records of Orange County, Florida. Declarant further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 10 days prior to the date of such conveyance or transfer.

9. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, or shall be hand delivered by a recognized national overnight courier service, to the appropriate address indicated on the first page of this DRC or to any other address or addresses as either party may designate from time to time by notice given in accordance with this paragraph.

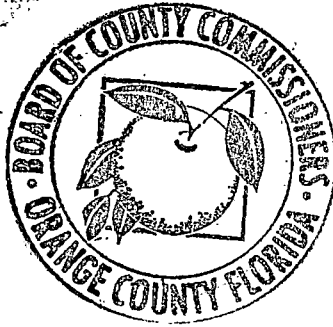
10. The failure by DEP to enforce any covenant or restriction contained in this DRC shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction.

11. Any modification, release, or cancellation of the provisions of this DRC shall only be valid when such modification, release, or cancellation has been reduced to writing, duly executed by or on behalf of Declarant and DEP and recorded in the public records of Orange County, Florida.

[signature page and exhibits follow]

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



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

DATE: 11 May 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

EXHIBIT "A"

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THEN S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E, A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE N 00°09'32" W, ALONG SAID WESTERLY LINE A DISTANCE OF 38.58 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166; THENCE RUN N 89°33'48" E, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166, A DISTANCE OF 29.84 FEET TO A POINT ON THE WEST LINE OF THE EAST 348.50 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WEST LINE A DISTANCE OF 7.89 FEET TO A POINT ON NORTH LINE OF THE SOUTH 85.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 173.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 174.80 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID

WEST LINE A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 215.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 89°33'48" E, ALONG SAID NORTH LINE A DISTANCE OF 144.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ROUSE ROAD, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N 00°09'32" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 886.50 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE NW 1/4 OF THE NW 1/4 (LESS THE S 85 FEET OF THE EAST 348.5 FEET AND LESS ROAD RIGHTS OF WAY ON THE NORTH, EAST AND WEST) LYING WEST OF THE CENTER LINE OF THE LITTLE ECONLOCKHATCHEE RIVER, ALL LYING IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

AND

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S 89°28'27" W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS; THENCE RUN S 89°28'27" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER: S 32°16'01" W, A DISTANCE OF 124.37 FEET; S 22°33'51" W, A DISTANCE OF 244.08 FEET; N 88°06'18" W, A DISTANCE OF 156.09 FEET; S 31°10'19" W, A DISTANCE OF 134.21 FEET; S 34°30'16" E, A DISTANCE OF 174.50 FEET; S 38°45'41" W, A DISTANCE OF 100.75 FEET; S 61°01'14" W, A DISTANCE OF 299.29 FEET; S 82°19'58" W, A DISTANCE OF 19.26 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S 72°18'04" E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S 74°43'25" E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF

SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N 87°03'22" W, RUN S 38°00'10" E A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN S 00°09'32" E, ALONG SAID WESTERLY LINE A DISTANCE OF 38.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN S 89°33'48" W, A DISTANCE OF 722.85 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 5 (FIVE) COURSES ALONG SAID CENTERLINE: N 19°37'58" W, A DISTANCE OF 49.91 FEET; THENCE N 35°33'32" W, A DISTANCE OF 61.78 FEET; THENCE N 12°58'28" E, A DISTANCE OF 52.66 FEET; THENCE N 54°38'16" E, A DISTANCE OF 234.16 FEET; THENCE N 82°19'58" E, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

[see attached one (1) document totaling thirty-nine (39) pages]

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Orange County Historic Little Econ	L1902
2. Parties	
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name: Orange County	Entity Type: a local government
Grantee Address: 4801 West Colonial Drive Orlando, FL 32808	FEID: 59-6000773 (Grantee)
3. Agreement Begin Date: upon execution	Date of Expiration: December 31, 2020

4. Project Number: L1902 (If different from Agreement Number)	Project Location(s): 4801 West Colonial, FL 32808
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Project Description: Acquisition of Land for Orange County Historic Little Econ

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$3,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1608A, GAA, FY2019-2020	\$3,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$2,500,000.00
Total Amount of Funding + Grantee Match, if any:			\$5,500,000.00

6. Department's Grant Manager Name: <u>Angela Bright</u> or successor	Grantee's Grant Manager Name: <u>Regina Ramos, Project Manager</u> or successor
Address: <u>3900 Commonwealth Boulevard</u> <u>MS 585</u> <u>Tallahassee, FL 32399</u>	Address: <u>4801 West Colonial Drive</u> <u>Orlando, FL 32808</u>
Phone: <u>850-245-2156</u>	Phone: <u>407-836-6234</u>
Email: <u>angie.bright@floridadep.gov</u>	Email: <u>regina.ramos@ocfl.net</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.odels.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F Restrictive Covenants

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Orange County

GRANTEE

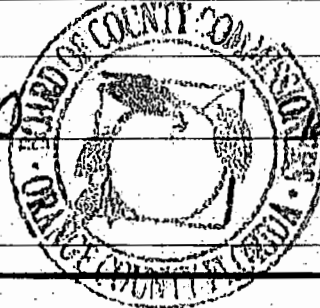
Grantee Name

By

Raymond Brooks
(Authorized Signature)

Date Signed

February 2020



Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Leslie Ames Reed
Secretary or Designee

Date Signed

17 March 20

Print Name and Title of Person Signing

Leslie Ames Reed, Chief of Staff

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. **Acceptance Process.** All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. **Rejection of Deliverables.** The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. **Withholding Payment.** In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. **Corrective Action Plan.** If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. **Travel.** All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. **Direct Purchase Equipment.** For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. **Rental/Lease of Equipment.** Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. **Miscellaneous/Other Expenses.** If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. **Land Acquisition.** Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. **Status Reports.**
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vfsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L1902**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Orange County Historic Little Econ. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

- a. The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement (the "Property") shall be used in perpetuity for the purposes described herein.
- b. The Grantee shall execute and record a separate Declaration of Restrictive Covenants, attached hereto as Exhibit F and by reference made a part hereof, that shall run with the title to the Property. These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

The Agreement requires at least a 45% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$2,500,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made July 1, 2019 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days

after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@aspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

**ATTACHMENT 3
PROJECT WORK PLAN
LEGISLATIVE LINE ITEM PROJECT**

Project Name: Orange County Historic Little Eon
Grantee Name: Orange County
Project # L1902

SUMMARY: Orange County (Grantee) received funding in the amount of \$3,000,000 from the Florida Legislature through Specific Appropriation Line Item 1608A, General Revenue Fund, Fiscal Year (FY) 2019-2020, General Appropriations Act, for the purpose of land acquisition. Authority for this Project is specified in Section 260.016, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA).

Orange County has focused on preservation of historic site, park and the environment in east Orange County. Funding will be utilized to acquire land for this purpose.

The Project is located at 4202 Rouse Road, Orlando, Florida 32817.

All work must be completed in accordance with, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 3,000,000.00
Required Grantee Match Amount:	\$ 2,500,000.00
Total Estimated Project Cost:	\$ 5,500,000.00
Match Ratio:	45.45%

Scope of Work/Project Tasks	Budget	Deliverables	Due Date	Financial Consequences
PROJECT TASK 1 Land Acquisition	\$3,000,000	PROJECT DELIVERABLE 1 1.A. Purchase of three (3) parcels totaling approximately 30.27 acres as evidenced by copies of the appraisal(s), closing statement(s), acreage map, survey, title commitment, environmental site assessment and deed. Title will be held by Orange County as fee simple. 1.B. Recording of Declaration of Restrictive Covenants. 1.C. Budget Cost Analysis	Due October 31, 2020, which shall also be the Project Completion Date.	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department. No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a single payment request on Payment Request Summary Form (FRDAP Form DRP-115)¹, along with all required documentation as outlined in the Financial Reporting Procedures (FRDAP Form DRP-110)¹, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. Documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

**Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1608A – Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay – Grants and Aids – Orange County Historic Little Econ from General Revenue	2019-2020		000286 General Revenue Fund – 37100400 Land Admin And Mgmt	\$3,000,000.00	140140
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$3,000,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

LOCAL PARKS – LEGISLATIVE LINE ITEM PROJECT

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

For development projects, prior to commencement of the Project, the Grantee shall submit to the Department for approval:

- i. A professional site plan;
- ii. Commencement certification;
- iii. A boundary survey of the project site which includes a legal description and sketch of the site's boundaries, displays known easements and encroachments, if any, by legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S.;
- iv. The results of a title search and the opinion prepared by a member of the Florida Bar or licensed title insurer of the project area covering the thirty (30) year period prior to approval by the Department, which attest to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance;
- v. If the land will be used as match, either a copy of the taxed assessed value or a complete appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practices supporting fair market value of the land utilized as project matching funds. The Appraisal must be no earlier than one year prior to the date of application of legislative funding and must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands; and
- vi. Budget Cost Analysis Form.

The Grantee may use the FRDAP Commencement Documentation Checklist, DRP-107 to help meet these requirements and may use the Commencement Certification, DRP-108 to satisfy requirement 2.ii. In addition to the Items i. through vi. above, the Grantee shall submit a copy of any executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** The Grantee shall commence Task Performance within 180 days after the "Notice to Commence" is issued by the Department unless extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence."

3. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated.

4. Project Completion Certification.

To certify completion, the Grantee will submit to the Department a Project Completion Certification. The Grantee may use the FRDAP Project Completion Certification, DRP-112, available online and incorporated herein by reference to satisfy this requirement. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

5. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs as provided herein. Project Costs shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

6. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize the Legislative Line Item Status Report, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than April 20, July 20, October 20 and January 20. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

7. **Site Dedication.**

- a. Land owned by the grantee and developed or acquired with legislative line item funding must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

8. **Management of Project Sites.**

- a. **Site Inspections.** Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. **Public Accessibility.** All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- c. **Entrance Fees.** Reasonable differences in entrance fees for similar projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- d. **Native Plantings.** In developing a project with legislative line item funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- e. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s). This Agreement is not transferable.

9. **Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

Attachment 6

2 of 3

10. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Legislature. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

11. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement, the Department will terminate this Agreement and demand return of the legislative line item funding (including interest). Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

12. Conversion.

This Project Site acquired and/or developed with legislative assistance must be retained and used for public outdoor recreation. Should the Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

**Legislative Line Item Project
Project Status Report**

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- January through March: Due April 20th
- April through June: Due July 20th
- July through September: Due October 20th
- October through December: Due January 20th

LIAISON: _____

Signature

_____ Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM
Land and Water Conservation Fund Program Florida
Recreation Development Assistance Program
Recreational Trails Program

Required Signatures: Adobe Signature

Date:

Grantee

Project Name and Number

Billing Period:

Billing #:

DEP Division:

DEP Program:

Table with 3 columns: Category, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____%

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Date

Division Director or Designee

Date

EXHIBIT F
DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("DRC") is made this _____ day of _____, 2020, by ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose mailing address is 4801 West Colonial Drive, Orlando, Florida 32808, ("Declarant") for the benefit of the DEPARTMENT OF ENVIRONMENTAL PROTECTION, an agency of the State of Florida, having a mailing address at 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399-3000 ("DEP").

WITNESSETH:

WHEREAS, Declarant has applied for and received that certain Grant Award Agreement (DEP Agreement No. L1902); and

WHEREAS, the State of Florida, Department of Environmental Protection, has granted a sum of money to Declarant, for the acquisition of that land which is more particularly described in Exhibit "A" attached hereto and made a part hereof to be utilized for the acquisition of the Orange County Historic Little Econ Parcel (the "Property"); and

NOW THEREFORE, in consideration of the acceptance of funds to acquire the Property to be utilized for conservation, restoration, protection and enhancement of natural resources, and for compatible, public outdoor recreation, said funds being provided by Specific Appropriation Line Item 1608A, General Fund, FY 2019-2020, General Appropriations Act and transferred through DEP, Declarant hereby creates, establishes, and imposes the following restrictions, in perpetuity, upon the Property for the benefit of DEP:

1. Declarant agrees that the use of the Property shall be subject to the terms and conditions set forth in that certain Grant Award Agreement (DEP Agreement No. L1902), which is attached hereto as Exhibit "B" and by reference made a part hereof.

2. The Property shall be managed only for the conservation, restoration, protection and enhancement of natural resources, flood attenuation, pollutant removal, and for compatible public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose ("Purposes"). The Grantee shall initiate an amendment to the future land use designation assigned to the Property to a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If the Property ceases to be used for the Purposes, then the

Property shall be conveyed to the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("Trustees") and, all right, title, and interest of the Grantee, its agents, heirs, and assigns, in the real property described herein shall cease and transfer immediately to the Trustees.

3. The covenants and restrictions contained in this DRC shall run with the title to the Property in perpetuity and be binding upon Declarant and all successive owners (and all parties claiming by, through and under the owners) of the Property.

4. DEP shall have the authority to enforce the covenants and restrictions contained in this DRC in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the covenants and restrictions contained in this DRC.

5. This DRC has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Venue for enforcement actions regarding this DRC shall be in the Circuit Court of Leon County, Florida.

6. The invalidation of any of the covenants and restrictions contained in this DRC by a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions contained in this DRC, which shall remain in full force and effect.

7. Declarant covenants and represents that on the date of execution of this DRC, Declarant is seized of the Property in fee simple and has good right to create, establish, and impose these restrictions on use of the Property. Declarant also covenants and represents that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair Declarant's right to impose the covenants and restrictions contained in this DRC or that would be superior to the covenants and restrictions contained in this DRC.

8. Declarant agrees to incorporate this DRC in any subsequent deed or other written legal instrument by which Declarant transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to this DRC and specifically identifying the official records book and page at which this DRC is recorded in the public records of Orange County, Florida. Declarant further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 10 days prior to the date of such conveyance or transfer.

9. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, or shall be hand delivered by a recognized national overnight courier service, to the appropriate address indicated on the first page of this DRC or to any other address or addresses as either party may designate from time to time by notice given in accordance with this paragraph.

10. The failure by DEP to enforce any covenant or restriction contained in this DRC shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction.

11. Any modification, release, or cancellation of the provisions of this DRC shall only be valid when such modification, release, or cancellation has been reduced to writing, duly executed by or on behalf of Declarant and DEP and recorded in the public records of Orange County, Florida.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

ATTEST:

ORANGE COUNTY, FLORIDA
BY: BOARD OF COUNTY COMMISSIONERS

PHIL DIAMOND, CPA
COUNTY COMPTROLLER, AS
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

BY: JERRY L. DEMINGS
ORANGE COUNTY MAYOR

DATE

EXHIBIT "A"

FOR PARCEL ID: 04-22-31-0000-00004

THAT PART OF THE NW 1/4 OF THE NW 1/4 (LESS THE S 85 FEET, OF THE EAST 348.5 FEET AND LESS ROAD RIGHTS OF WAY ON THE NORTH, EAST AND WEST) LYING WEST OF THE CENTER LINE OF THE LITTLE ECONLOCKHATCHEE RIVER.

FOR PARCEL ID: 04-22-31-0000-00013

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THEN S89°28'27"W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°09'32"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE RUN S89°28'27"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; S32°16'01"W, A DISTANCE OF 124.37 FEET; S22°33'51"W, A DISTANCE OF 244.08 FEET; N88°06'18"W, A DISTANCE OF 156.09 FEET; S31°10'19"W, A DISTANCE OF 134.21 FEET; S34°30'16"E, A DISTANCE OF 174.50 FEET; S38°45'41"W, A DISTANCE OF 100.75 FEET; S61°01'14"W, A DISTANCE OF 299.29 FEET; S82°19'58"W, A DISTANCE OF 19.26 FEET; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S72°18'04"E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S74°43'25"E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N87°03'22"W, RUN S38°00'10"E, A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE N00°09'32"W, ALONG SAID WESTERLY LINE A DISTANCE OF 38.58 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166; THENCE RUN N89°33'48"E, ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3832, PAGE 166, A DISTANCE OF 29.84 FEET TO A POINT ON THE WEST LINE OF THE EAST 348.50 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN N00°09'32"W, ALONG SAID WEST LINE A DISTANCE OF 7.89 FEET TO A

POINT ON NORTH LINE OF THE SOUTH 85.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N89°33'48"E, ALONG SAID NORTH LINE A DISTANCE OF 173.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 174.80 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N00°09'32"W, ALONG SAID WEST LINE A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 215.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N89°33'48"E, ALONG SAID NORTH LINE A DISTANCE OF 144.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ROUSE ROAD, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N00°09'32"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 886.50 FEET TO THE POINT OF BEGINNING.

FOR PARCEL ID: 04-22-31-0000-00-001

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S89°28'27"W, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ROUSE ROAD AS RECORDED IN DEED BOOK 347, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°09'32"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MCCULLOCH ROAD AS RECORDED IN DEED BOOK 1010, PAGE 576, OF THE AFORESAID PUBLIC RECORDS; THENCE RUN S89°28'27"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING ALSO A LINE 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF AFORESAID SECTION 4, A DISTANCE OF 185.68 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 8 (EIGHT) COURSES ALONG SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER: S32°16'01"W, A DISTANCE OF 124.37 FEET; S22°33'51"W, A DISTANCE OF 244.08 FEET; N88°06'18"W, A DISTANCE OF 156.09 FEET; S31°10'19"W, A DISTANCE OF 134.21 FEET; S34°30'16"E, A DISTANCE OF 174.50 FEET; S38°45'41"W, A DISTANCE OF 100.75 FEET; S61°01'14"W, A DISTANCE OF 299.29 FEET; S82°19'58"W, A DISTANCE OF 19.26 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; RUN S72°18'04"E, A DISTANCE OF 275.66 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 44.00 FEET; THENCE FROM A BEARING TOWARDS THE RADIUS POINT OF S74°43'25"E, RUN COUNTER-CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 192°19'57" AN ARC DISTANCE OF 147.70 FEET; THENCE DEPARTING SAID CURVE FROM A BEARING TOWARDS THE RADIUS POINT OF N87°03'22"W, RUN S38°00'10" E A DISTANCE OF 198.08 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN A QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3832, PAGE 166, OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN S00°09'32"E, ALONG SAID

WESTERLY LINE A DISTANCE OF 38.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 4; THENCE RUN S89°33'48"W, A DISTANCE OF 722.85 FEET TO THE CENTERLINE OF THE LITTLE ECONLOCKHATCHEE RIVER; THENCE RUN THE FOLLOWING 5 (FIVE) COURSES ALONG SAID CENTERLINE: N19°37'58"W, A DISTANCE OF 49.91 FEET; THENCE N35°33'32"W, A DISTANCE OF 61.78 FEET; THENCE N12°58'28"E, A DISTANCE OF 52.66 FEET; THENCE N54°38'16"E, A DISTANCE OF 234.16 FEET; THENCE N82°19'58"E, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING.

ORANGE COUNTY REAL ESTATE MANAGEMENT DIVISION
REVIEW APPRAISER'S STATEMENT

PARCEL	PROJECT	LIMITS	PROPERTY OWNER
117	Green PLACE	SWC of McCulloch Road and Rouse Road	Robert Wayne Harrod, Trustee / River Key Corp.

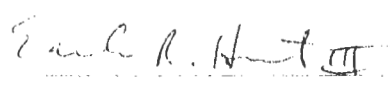
- A. I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
 - The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
 - I have performed a prior service, as a review appraiser, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment. I have performed a previous review regarding the subject.
 - I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
 - My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
 - My analyses, opinions, and conclusions were developed and this review report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
 - I have made a drive-by inspection of the subject of the work under review.
 - No one provided significant appraisal or appraisal review assistance to the person signing this certification.

	Appraiser No. 1	Appraiser No. 2
APPRAISER	Kristin L. Soltys, MAI	Walter N. Carpenter, MAI Mark G. Carpenter, MAI
FIRM	Eminent Valuations (E.V)	Pinel & Carpenter, Inc. (PCI)
DATE OF REPORT	11/5/2019	9/30/2019
PURPOSE*	A	A
PROPERTY TYPE	Low Density Residential Use	Low Density Residential Use
ACQUISITION SIZE:	30.42 Gross Acres	30.42 Gross Acres
APPRAISAL DOV	9/25/2019	9/25/2019
APPRAISAL TOTAL:	\$5,170,000	\$6,080,000
LAND	\$5,170,000	\$6,080,000
IMPROVEMENTS	\$0	\$0
COST TO CURE	\$0	\$0
DAMAGES	\$0	\$0
CONCLUSION:	Acceptable	Acceptable
REVIEWER	E. Hunt	E. Hunt

*Purpose: A Neg., B Rev. Neg., C 2nd Rev. Neg., D OT, E Rev. OT, F DOD, G Rev. DOD, H 2nd Rev/DOD, O Owner Report, R Rev. Owner Report, X Other.

PARCEL VALUE RANGE: \$5,170,000 - \$6,080,000

AVERAGE: \$5,625,000


Reviewer: Earle R. Hunt III State-Certified General Real Estate Appraiser RZ3074 Review Report Date: 11/7/2019 Paul Sladek, Manager

REVIEW APPRAISER'S STATEMENT

Parcel No.: 117 -- Green PLACE -- SWC of McCulloch Road and Rouse Road

Page No.: 2

B. Reviewer's Statement of reasoning in conformance with the current R/W Procedures.

ASSIGNMENT PARAMETERS

This review was conducted by Earle R. Hunt III, State-Certified General Real Estate Appraiser RZ3074, Senior Review Appraiser, staff employee of the Orange County Real Estate Management Division.

The client and the intended user of this review is Orange County Government. The intended use is to determine whether the analyses, opinions, and conclusions in the appraisal report under review are appropriate and reasonable. The purpose of the opinions and conclusions contained herein are to assist in evaluating the possible purchase of real property relating to the Green PLACE Parcel 117.

Two independent appraisal reports were obtained for the valuation of the subject property. The reports reviewed are Appraisal Reports, as defined by USPAP Standards Rule 2-2(a). The reports under review are appraisals to estimate the market value of the subject, the proposed acquisition(s), and any applicable damages and/or cost to cure. The real property interest appraised is the fee simple interest. The format is appropriate for the analysis and scope of work.

The first appraisal was prepared by Kristin L. Soltys, MAI, State-Certified General Real Estate Appraiser RZ3227. According to the report, Kathrine Tribbey, State-Registered Trainee Appraiser RI24061 was identified as providing significant professional assistance and both are employees of Eminent Valuations (EV). The effective date of the EV appraisal report was September 25, 2019.

The second appraisal was prepared by Walter N. Carpenter, MAI, State-Certified General Real Estate Appraiser RZ1231 and Mark G. Carpenter, MAI, State-Certified General Real Estate Appraiser RZ935. Scott Royal and Ofer Ben Tov, State-Registered Trainee Appraiser RI5956, were identified as providing professional assistance. All of the above are employees of Pinel & Carpenter, Inc. (PCI). The effective date of the PCI appraisal report was September 25, 2019. Both appraisals utilized a prior engineering and land planning report written by GAI Consultants, Inc.

There were no extraordinary assumptions or hypothetical conditions identified by either appraisal report. There are no additional extraordinary assumptions or hypothetical conditions utilized by the review appraiser.

The scope of work for this review included performing a preliminary investigation into the factual data relating to the subject; reading the appraisal and other supporting data; comparing the appraisal to required supplemental standards and procedures; discussing questions or concerns with the appraiser, if necessary; desk and field review of the subject and local comparable sales; and cursory review of additional relevant market data. The scope of this review assignment does not include the development of an independent opinion of value by the reviewer. However, it does necessitate the reviewer determine whether the appraisal report under review is both reasonable and supportable. In addition, the scope entails a determination as to the appraisal report's compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Orange County procedures.

REVIEW APPRAISER'S STATEMENT
Parcel No.: 117 – Green PLACE – SWC of McCulloch Road and Rouse Road
Page No.: 3



SUBJECT DESCRIPTION

The subject is located along the southwest quadrant of McCulloch Road and Rouse Road, within unincorporated Orange County, Orlando, FL 32817. The subject is identified with Parcel ID Nos. 04-22-31-0000-001, 04-22-31-0000-013 and 04-22-31-0000-004 and is owned by Robert Wayne Harrod, Trustee and River Key Corp.

The subject's parent tract contains a total of 30.42 gross acres. The subject is basically a rectangular parcel divided by the Little Econlockhatchee River in a northeast/southwest direction. The easterly portion contains 14.34 acres and is approved for 18 residential lots. The westerly portion contains 16.08 acres and has no entitlements. Development of the westerly portion is currently limited to a maximum of three residential lots under the A-2 zoning and the subdivision policies limitation.

The easterly portion is zoned R-1AA (Single-Family Dwelling District). The westerly portion is zoned A-2 (Farmland Rural District). Referencing FEMA Flood Map 12095C0280F, portions of the subject associated along the Little Econ River is identified as zone AE. The remainder of the property is located in Zone X, an area outside the 100 year flood plain. The subject is located in the Econlockhatchee River Hydrologic Basin that requires additional stormwater buffer requirements, including the Riparian Habitat Protection Zone (RHPZ) that extends 550 feet landward of the wetland areas associated with the river.

Please note that both appraisal reports (including GAI's planning report) identify that there are no development approvals for the westerly portion. However, in 2018, the property owner submitted a rezoning application (without a master plan) requesting a change in zoning to allow a 9-lot subdivision. Although their application has not been withdrawn, the applicant has requested that the application be put on hold during potential negotiations to sell the property to the County. According to the County's assistant planning manager, it's far too early to determine if an eventual PSP would in fact allow 9 lots.

REVIEW APPRAISER'S STATEMENT

Parcel No.: 117 -- Green PLACE -- SWC of McCulloch Road and Rouse Road

Page No.: 4

The subject is essentially vacant except for the following site improvements: gates and fencing, pedestrian bridge and remnants of two historical bridges noted in the appraisals. The subject has road frontages along the west side of Rouse Road, the south side of McCulloch Road, and the east side of Rocking Horse Road.

The subject property will require separate utility services for development. The east side would be served by water and sewer lines located in Rouse Road. The westerly half would require a significant extension of utilities for any intensive type of development.

The Highest and Best Use analysis considers the four components thereof. Both appraisers concluded that the subject's highest and best use, as vacant, is for Low Density Residential Use. The appraisers' analyses and developments of the highest and best uses are appropriate and reasonable. The methodology is consistent with standard appraisal practice.

There has been no market transactions/transfers of the subject property within the past five years. A portion of the subject was last transferred (internal name change only) in 2012. There are no formal listings on the subject, however, the County has a tentative agreement to purchase the subject for \$5,000,000.

VALUATION

Both reports utilized the Sales Comparison Approach to value the land. The Cost Approach and Income Approach were appropriately determined to be not applicable. The methodology used is in conformance with standard appraisal practice.

The EV appraisal included two separate sale searches. The first sales chart includes four comparable sales to provide a value indication for the subject's easterly half entitled for 18 lots. The sales occurred from June 2015 to June 2018. The comparable sales indicated an unadjusted value range from \$195,111 to \$242,511 per acre. The appraiser quantitatively compared the sales. The primary characteristics affecting the subject in the valuation analysis were location, size, view/frontage, zoning, and entitlements. After adjustments, the comparable sales indicated an adjusted value range from \$251,729 to \$254,637 per acre. The appraiser concluded to a unit value of \$254,000 per acre and a total (rounded) market value indication for the easterly half of \$3,640,000 (14.344 acres X \$254,000/acre).

The second sales chart includes four comparable sales to provide a value indication for the subject's westerly half with no current entitlements. The sales occurred from August 2015 to March 2018. The comparable sales indicated an unadjusted value range from \$80,537 to \$143,233 per acre. The appraiser quantitatively compared the sales. The primary characteristics affecting the subject in the valuation analysis was location, size, view/frontage, topography, zoning, public utilities, and entitlements. After adjustments, the comparable sales indicated an adjusted value range from \$92,282 to \$98,255 per acre. The appraiser concluded to a unit value of \$95,000 per acre and a total (rounded) market value indication for the westerly half of \$1,530,000 (16.077 acres X \$95,000/acre).

The appraiser opined that the market would recognize the higher value associated with the entitlements of the East Parcel and no discount would be given for the combined purchase of the East and West Parcels due to the high demand for

REVIEW APPRAISER'S STATEMENT

Parcel No.: 117 -- Green PLACE -- SWC of McCulloch Road and Rouse Road

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residential development in the local market area. Therefore, the total value indication (EV appraisal) of the subject property is \$5,170,000.

The PCI appraisal blended both the easterly and westerly halves of the subject property. The appraiser included five comparable sales to provide a value indication for the subject, which correlated within the value range of the sales. The sales occurred from June 2015 to June 2018. The comparable data size ranged from 12.29 to 45 gross acres. The comparable sales indicated an unadjusted value range from \$166,667 to \$279,910 per acre. The appraisers qualitatively compared the sales. The primary characteristics affecting the subject in the valuation analysis were market conditions, location, size, physical characteristics, and zoning/development potential. The appraisers concluded to a unit value of \$200,000 per acre and a total (rounded) market value indication of \$6,080,000 (30.42 acres X \$200,000/acre).

CONCLUSIONS

The data, appraisal methods and techniques, analyses, opinions, conclusions and adjustments within the EV and PCI reports are appropriate and reasonable. Both appraisal reports were generally compliant with USPAP reporting requirements and contained sufficient data to draw logical conclusions. Both appraisals applied appropriate valuation methods for the intended use. The reports are complete and adequately supported within the scope of the respective appraisal reports and in the context of market conditions as of the effective date of valuation. The value conclusions estimated in each appraisal are both reasonable and supportable within the context of the intended use. The EV appraisal consisted of a more detailed analysis by separating the east side and the west side into two market analyses. The PCI appraisal combined both sides into one whole marketing parcel and adjusted accordingly.

Each report is approved as meeting the current Uniform Standards of Professional Appraisal Practice and Orange County procedures. The appraisals provided a parcel value range for negotiation purposes of \$5,170,000 to \$6,080,000 which is reasonable and adequately supported based upon the analyses and data presented in each report.

Project: Orange County Historic Little Econ
Parcel No(s): 101
Name of Owner(s): Robert Wayne Harrod, as Trustee of Unrecorded Trust dated February 6, 2012,
and River Key Corporation
Page No.: 1

SETTLEMENT ANALYSIS

<u> </u>	Pre-Condemnation
<u> X </u>	Not Under Threat

County's Appraised Value

Land:	30.42 gross acres (average of two County-obtained appraisals)	\$ 5,625,000.00
Improvements:	n/a	\$ 0.00
Cost-to-Cure:	n/a	\$ 0.00
Other Damages:	n/a	\$ 0.00

Total Appraisal Value **\$ 5,625,000.00**

Owner's Requested Amount—Initial

Owner's Counter Offer (Global): **\$ 7,000,000.00**

Total Owner's Requested Amount—Initial: **\$ 7,000,000.00**

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global): **\$ 5,000,000.00**

Total Owner's Requested Amount—After Negotiations: **\$ 5,000,000.00**

Recommended Settlement Amount **\$ 5,000,000.00**

Project: Orange County Historic Little Econ
Parcel No(s): 101
Name of Owner(s): Robert Wayne Harrod, as Trustee of Unrecorded Trust dated February 6, 2012,
and River Key Corporation
Page No.: 2

EXPLANATION OF RECOMMENDED SETTLEMENT

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

The subject property consists of three tax parcels, containing approximately 30.42 acres, located on the south side of McCulloch Road, between Rocking Horse Road and Rouse Road, in unincorporated Orange County, Florida, 32817, bearing Orange County Property Appraiser's Parcel Identification Numbers 04-22-31-0000-00-004, 04-22-31-0000-00-013, and 04-22-31-0000-00-001 (the "Property").

The initial purchase price for the Property requested by Robert Wayne Harrod, as Trustee of Unrecorded Trust dated February 6, 2012, and River Key Corporation, a Florida corporation, (collectively, "Owner") was \$7,000,000, based on an appraisal of the property obtained by Owner with a September 2017 date of value. Two appraisals of the Property obtained by County with September 2019 dates of value valued the property at \$6,080,000 and \$5,170,000, respectively – for an average value of \$5,625,000.

After negotiations, Owner has agreed to sell the Property to County below the Property's appraised value, and Owner intends to claim a charitable contribution for the difference between the Property's appraised value and the purchase price.

Pursuant to that certain "Standard Grant Agreement" between State of Florida Department of Environmental Protection ("FDEP") and County bearing Agreement Number L1902, approved by the Orange County Board of County Commissioners on February 11, 2020, and last executed March 17, 2020, in the event that County purchases the Property, County may receive reimbursement from FDEP for a portion of the costs to acquire the Property.

REM recommends this settlement.

Recommended by: Paul Sladek Date: 4/13/2020
Paul Sladek, Manager, Real Estate Mgmt. Division

Approved by: Paul Sladek Date: 4/13/2020
Paul Sladek, Manager, Real Estate Mgmt. Division

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Shutts & Bowen LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

200 S. Biscayne Boulevard, Suite 4100

6 City, state, and ZIP code

Miami, FL 33131

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

	-		-	
--	---	--	---	--

or

Employer identification number

	-		-	
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

1/1/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.