



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** June 4, 2020

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

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

**FROM:** Elizabeth Price Jackson, Senior Title Examiner  
Real Estate Management Division *PS for EPU*

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of Contract for Donation of Real Property by and between Orange County, Florida and Lendsey D. Phillips, approval of Warranty Deed from Lendsey D. Phillips to Orange County, and authorization to perform all actions necessary and incidental to closing

**PROJECT:** MPH Ft Christmas Donation  
  
District 5

**PURPOSE:** To provide for conservation of lands and passive recreation as a requirement of development.

**ITEMS:** Contract for Donation of Real Property by and between Orange County, Florida and Lendsey D. Phillips  
  
Warranty Deed  
Revenue: \$17,450 (Management Fee to Orange County Parks Fund)  
Total size: 34.90 acres

**APPROVALS:** Real Estate Management Division  
Environmental Protection Division  
Parks and Recreation Division  
Risk Management Division

**REMARKS:** Conservation Area Impact Permit No. CAI-06-055 issued by Orange County Environmental Protection Division, as modified by Conservation Area Impact Permit Modification No. CAI-11-09-022, requires this donation.

The subject parcel meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 Environmentally Sensitive Lands Acquisition and, additionally, provides water resource protection, aquifer recharge, and floodplain storage, closes gaps between other publicly owned lands, enhances an existing wildlife corridor, offers the ability to provide opportunities for quality nature-based recreation for residents and visitors, and will offer the opportunity to enhance eco-tourism.

The Parks and Recreation Division will be the management entity for this property as it is adjacent to the western and southern boundaries of the Fort Christmas Historical Park located at 1300 North Fort Christmas Road. Lendsey D. Phillips (Owner) will be providing a one-time \$500 per donated acre management fee for the management of the property. The management fee funds will be deposited into the Orange County Parks Fund.

Owner to pay all closing costs and prorated taxes.

Project: MPH Ft Christmas Donation

**CONTRACT FOR DONATION OF REAL PROPERTY**

**by and between**

**ORANGE COUNTY, FLORIDA**

**and**

**LENDSEY D. PHILLIPS**

THIS Contract for Donation of Real Property (“Contract”) is made as of the later date of execution noted herein below by and between Lendsey D. Phillips, a married man, whose address is 2516 Kissam Court, Belle Isle, Florida 32807 (“OWNER”), and Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“COUNTY”). For the purposes of this Contract, OWNER and COUNTY may be individually referred to as a “Party” and collectively referred to as the “Parties.”

**WITNESSETH:**

WHEREAS, OWNER is the record owner of fee simple title to certain real property consisting of approximately 34.90 acres, more or less, which is further described on Exhibit “A”, attached hereto and incorporated herein by this reference together with any improvements and appurtenances thereon located (the “Property”); and

WHEREAS, OWNER desires to donate and convey to COUNTY the Property in accordance with the terms of this Contract; and

WHEREAS, at OWNERS’s request, COUNTY has independently performed environmental assessments of the Property using the Uniform Mitigation Assessment Method (“UMAM”) as provided in Chapter 62-345, Florida Administrative Code, and has independently determined that the Property provides 4.67 mitigation credits for the Phillips Industrial Park Project (CAI-11-09-022), which required mitigation under Chapter 15, Orange County Code; and

WHEREAS, OWNER has encumbered the Property with a conservation easement in favor of COUNTY, and a conservation easement in favor of the St. Johns River Water Management District (the “SJRWMD”) in fulfillment of the conditions of certain permits issued by COUNTY and the SJRWMD; and

WHEREAS, COUNTY desires to acquire the Property from OWNER by donation, subject

to the terms of this Contract.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated as material elements of this Contract.
2. **Donation and Acceptance.** OWNER agrees to donate and convey the Property unto COUNTY by general warranty deed, free and clear of all liens and encumbrances, except any encumbrances that are accepted by COUNTY in accordance with paragraph 4B below. The Property which is to be donated and conveyed by OWNER and accepted by COUNTY pursuant to this Contract shall consist of the Property and all tenements, hereditaments, rights, privileges and easements (acceptable to COUNTY in its sole discretion) thereunto belonging, together with all buildings, structures and other improvements located, constructed, and installed upon and appurtenant thereto.
3. **Environmental Assessment.** No later than forty-five (45) days after the Effective Date, as later defined herein, OWNER shall, at its own cost, provide COUNTY with a current Phase I environmental site assessment (ASTM) covering the Property, reasonably acceptable to and certified to COUNTY. If, within forty-five (45) days of receipt of the Phase I assessment, COUNTY notifies OWNER that further investigation is necessary, OWNER shall either: (i) provide COUNTY with a Phase II environmental site assessment (ASTM) at OWNER'S cost, certified to COUNTY at OWNER'S cost, or (ii) terminate this Contract. In the event OWNER determines to terminate this Contract based on COUNTY'S request for further environmental assessment, such termination will become effective upon notification and neither party will have further obligation or liability to the other. Further, as provided in the Environmental Due Diligence Contingency attached hereto as **Exhibit "B"** and incorporated herein by this reference, COUNTY shall have the right to inspect the Property during the Inspection Period, as later defined herein and, if not satisfied, to terminate this Contract.
4. **Title.**
  - A. No later than forty-five (45) days following the Effective Date, OWNER shall obtain at its own cost and deliver to COUNTY a current commitment for title insurance (ALTA form B) (the "Commitment") issued by First American Title Insurance Company, 2301 Maitland Center Parkway, Suite 450, Maitland, Florida 32751, committing to insure COUNTY, upon recording of the deed to COUNTY, with an owner's policy of title insurance in the amount of \$220,000.00 (which the parties agree represents a fair estimate of the value of the Property), insuring COUNTY'S marketable title to the Property subject only to the exceptions set forth in the Commitment and those matters to be discharged by OWNER at or before closing.
  - B. In the event COUNTY determines that any one or more of the Exceptions (for the purposes of this Contract, "Exceptions" are those items listed as such in the

Commitment and/or survey matters) are unacceptable to COUNTY, in its sole discretion, COUNTY shall notify OWNER of the fact in writing on or before fifteen (15) business days following COUNTY'S receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to COUNTY ("Title Defects"), and OWNER may take up to ninety (90) days to cure or eliminate the Title Defects at OWNER'S election and without obligation to initiate legal proceedings. If OWNER is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 10 hereof. In the event OWNER is unable or unwilling to cure or eliminate the Title defects within the ninety (90) day period so provided, COUNTY shall either (i) elect to terminate the Contract on account thereof, (ii) elect to close its acquisition of the Property and accept a conveyance of OWNER'S title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 10 hereof, or (iii) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date specified in Paragraph 12 hereof. In the event that COUNTY elects to terminate this Contract because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to OWNER on or before the expiration of the Inspection Period described herein, this Contract shall terminate. In the event COUNTY elects to proceed on its own to cure or eliminate the Title Defects, OWNER agrees to provide its reasonable cooperation in connection with COUNTY'S efforts but OWNER shall have no obligation to incur expense or to initiate legal proceedings.

5. **Survey.** No later than forty-five (45) days after the Effective Date, OWNER shall obtain at its own cost and provide to COUNTY a boundary survey of the Property. The survey shall be certified to COUNTY and First American Title Insurance Company and be prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G17-6, of the Florida Administrative Code, ALTA/ACSM Land Title Survey Standards and Section 472.027, Florida Statutes, provided in advance to OWNER. The survey shall show all improvements, location of underground utilities, easements with visible and recorded references to them, right-of-way, setback lines, elevation and flood zone information, encroachments and other matters affecting the use or development of the Property; and show the acreage and square footage of the Property. Upon COUNTY'S and OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this Contract and legal description of the Property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, in its sole discretion, these shall be treated as Title Defects.
6. **Inspection Period.** COUNTY and its architects, engineers and other agents shall have a period of one hundred eighty (180) days following the Effective Date (the "Inspection Period") within which to undertake such physical inspections and other investigations, if any, concerning the Property as may be necessary in order to evaluate its physical characteristics, as well as such other matters COUNTY deems necessary to evaluate the Property and determine the feasibility of the COUNTY'S acquisition of the same. For such purpose, OWNER hereby grants to COUNTY and its agents or assigns full right of entry upon the

Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is further expressly provided that COUNTY as a condition to the exercise of this right of entry, does hereby agree to the extent provided in Section 768.28, Florida Statutes, to indemnify and save and hold OWNER harmless from and against loss which may be occasioned by the exercise of such right of entry, and that such indemnification shall expressly survive the closing of the conveyance of the Property contemplated by this Contract or the earlier termination hereof. During the Inspection Period, COUNTY may obtain an environmental assessment of the Property on the terms and conditions set forth in the Environmental Due Diligence Contingency attached hereto as **Exhibit "B"**. In the event that the results of the inspections, investigations, reviews, appraisals, and/or feasibility studies conducted pursuant to this Contract are deemed unacceptable to COUNTY for any reason whatsoever, and COUNTY so notifies OWNER of the fact on or before the expiration of the Inspection Period, then this Contract may thereupon be terminated, null and void, and be of no further force and effect and all parties shall be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract. Failure of the COUNTY to notify OWNER of the unacceptability of and such inspections, investigations, reviews, and feasibility studies prior to the expiration of the Inspection Period shall constitute a waiver of COUNTY'S right to terminate this Contract on account thereof.

7. **Expenses.** In addition to all costs and expenses related to title, survey, and environmental assessment, OWNER shall pay the following:
  - A. All ad valorem real and personal property taxes for the year of the closing shall be prorated as of the closing and the aforementioned prorate amount shall be paid by OWNER to COUNTY in escrow pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1<sup>st</sup> and December 31<sup>st</sup> of the year of conveyance, in which case ad valorem taxes shall be paid in full by OWNER for the year of conveyance.
  - B. OWNER shall pay for documentary stamp taxes required to be paid with respect to the warranty deed, the cost of recording any corrective title instruments and the premium and related charges for the owner's title insurance policies to be issued pursuant to the Commitments, and the cost of recording of the warranty deed and other instruments of conveyance.
  - C. All other costs of this transaction not expressly allocated to the COUNTY herein.
  - D. A one-time management fee of \$500 per donated acre payable to Orange County Parks Fund (Fund 1050).
8. **Written Agreement.** This Contract supersedes all previous agreements or representations, either verbal or written, heretofore in effect between OWNER and COUNTY, made with respect to the matters herein contained, and when duly executed constitute the Contract between OWNER and COUNTY. No additions, alterations, or variations to the terms of this Contract shall be valid, nor can provisions of this Contract be waived by either party unless

such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

**9. Special Clauses.**

- A. This Contract is contingent upon delivery by OWNER to COUNTY, in recordable form, all instruments necessary to convey clear title to the Property.
- B. OWNER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
- C. OWNER will surrender possession of the Property at time of closing and provide sufficient proof there are no unrecorded leases and/or encumbrances on the property.
- D. Each Party shall warrant to the other that the transaction contemplated by this Contract is a direct, transaction between OWNER and COUNTY without the use of a broker or commissioned agent.

- 10. Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered, sent by overnight courier service requiring receipt or mailed by registered or certified United States Mail, postage prepaid, return receipt requested, to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party:

To the COUNTY: Orange County  
Office of the County Administrator  
201 S. Rosalind Avenue - 5<sup>th</sup> Floor  
Orlando, FL 32801  
Attention: County Administrator

With a copy to: Orange County  
Real Estate Management Division  
IOC II - 5<sup>th</sup> Floor  
400 E. South Street  
Orlando, FL 32801  
Attention: Manager

To OWNER: Lendsey D. Phillips  
1400 Windsong Rd  
Belle Isle, FL 32809

With a copy to: Bio-Tech Consulting, Inc.  
3025 E. South Street  
Orlando, FL 32803

11. **Effective Date.** This Contract shall become effective on the date of later execution by either Party (the "Effective Date").
12. **Closing.** This transaction shall be closed and the deed and other closing papers delivered on or before two hundred ten (210) days from the Effective Date; however, unless terminated earlier as provided herein, this Contract shall terminate and be null and void if this transaction is not closed on or before three hundred sixty-five (365) days from the Effective Date. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at the title company designated by COUNTY. By written agreement of representatives of both Parties, the closing date may be extended up to an additional ninety (90) days. The Manager of the Orange County Real Estate Management Division, or their designee, shall have the power to execute a written agreement extending the closing date on behalf of COUNTY.
13. **Non-Assignability.** This Contract may not be assigned, delegated, or otherwise transferred by one Party without the express written consent of the other Party.
14. **Disclaimer of Third Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this Contract, to or for the benefit of any third party not a formal Party hereto.
15. **Construction.** This Contract shall not be construed against any Party on the basis of it being the drafter of the Contract. The Parties agree that each played an equal part in negotiating the terms and conditions of this Contract.
16. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
17. **Further Documentation.** The Parties agree that at any time following a request therefor by the other Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder and the consummation of the transaction contemplated hereby.
18. **Limitation of Remedies; Waiver of Attorney's Fees; Venue.** The Parties expressly agree that the consideration, in part, for each of them entering into this Contract is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Contract.
  - A. Limitations on COUNTY. Upon any failure by Owner to perform its obligations under this Contract, the COUNTY shall be limited strictly to only the following remedies:
    - (i) action for specific performance or injunction; or
    - (ii) the right to terminate this Contract.

In addition to the foregoing, nothing in this Contract prohibits or estops COUNTY from exercising its powers of eminent domain with respect to the Property or any other land as the COUNTY lawfully elects.



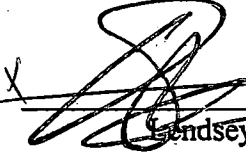
- B. **Limitations on OWNER'S Remedies.** Upon any failure by COUNTY to perform its obligations under this Contract, OWNER shall be limited strictly to only the following remedies:
- (i) action for specific performance or injunction; or
  - (ii) action for declaratory judgment regarding the rights and obligations of OWNER; or
  - (iii) the right to terminate this Agreement; or
  - (iv) any combination of the foregoing.
- C. The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. The Parties expressly agree that each Party shall bear the cost of its own attorney fees, and all other costs, for any action (including all appeals) arising out of or in connection with this Contract. Venue for any actions initiated under or in connection with this Contract shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The Parties expressly waive their respective rights to trial by jury.
19. **Sovereign Immunity.** Neither this provision nor any other provisions in this Contract shall be construed as a waiver of sovereign immunity or limits of liability by COUNTY, including its commissioners, officers, employees or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in section 768.28, Florida Statutes (2018).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Project: MPH Ft Christmas Donation

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) written below.

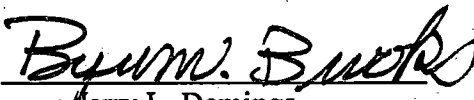
OWNER

  
Lindsey D. Phillips

Date: 5/12/2020


COUNTY

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

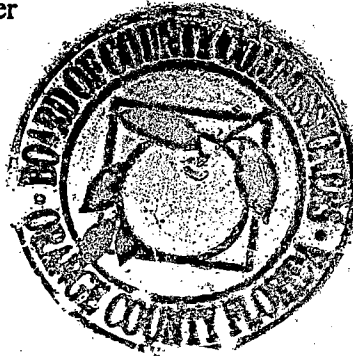
By:   
Jerry L. Demings  
Orange County Mayor

Date: 24 June 2020

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

By:   
for Deputy Clerk

Craig Stopyra  
Printed Name



**EXHIBIT "A"**

**Legal Description:**

The following described lands all lying, being situate in Orange County, Florida:

The South  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW 14 of Section 21, Township 22 South, Range 33 East, less road right-of-way for Fort Christmas Road.

AND

The NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, Township 22 South, Range 33 East.

AND

The South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 21, Township 22 South, Range 33 East.

Tax ID #21-22-33-0000-00-007

**EXHIBIT "B"**

**ENVIRONMENTAL DUE DILIGENCE CONTINGENCY**

I. COUNTY may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of COUNTY'S own professional staff, (the "Consultants"), within ninety (90) days from Contract Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions"):

- i. Contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials, pollutants, and/or petroleum products or byproducts;
- 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; or
- v. Potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

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

- i. A site inspection;
- ii. Interviews of present occupants of the Property;
- iii. A review of public records concerning the Property and other properties in the vicinity of the Property;
- iv. A review of aerial photographs of the Property and other evidence of historic land uses;
- v. Soil and/or ground water testing and/or analysis;
- vi. Asbestos testing and/or analysis;
- vii. Testing and/or analysis of any other apparently applicable environmental hazard or condition; and/or
- viii. Building inspection.

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

IV. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Owner which do not impede the performance of the Environmental Survey. 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.

V. OWNER 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 OWNER, or furnished

Project: MPH Ft Christmas Donation

to OWNER, or its agents, or consultants, and OWNER will make available to the Consultants any persons known to have knowledge of such matters.

VI. If the environmental survey or testing results are unacceptable to COUNTY in its sole discretion, then, this Contract shall be terminated upon notice to OWNER of such unacceptability with no party to this Contract having any further liability to any other.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUN 23 2020

THIS INSTRUMENT PREPARED BY AND  
UPON RECORDING, PLEASE RETURN TO:

Nick Asma, Esquire  
Asma & Asma, P.A.  
884 South Dillard Street  
Winter Garden, Florida 34787  
Parcel I.D.# 21-22-33-0000-00-007

DOC# 20210427360  
07/16/2021 01:03:56 PM Page 1 of 3  
Rec Fee: \$27.00  
Deed Doc Tax: \$0.70  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
IO - Ret To: ORANGE COUNTY REAL ESTATE



**WARRANTY DEED**

THIS WARRANTY DEED, made and executed as of this 2 day of June, 2021, by **LENDSEY D. PHILLIPS, a married man**, whose address is 5284 Patch Road, Orlando, FL 32822-3313 (“Grantor”), to **ORANGE COUNTY, a charter county and political subdivision of the State of Florida**, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (“Grantee”).

WITNESSETH: THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Orange County, Florida, to wit:

See attached Exhibit A

TOGETHER with all tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

SUBJECT to real estate taxes for 2020 and subsequent years, and to zoning ordinances, covenants, restrictions, conditions, reservations, easements, and other matters contained and shown of record, if any, without reimposing the same.

AND GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized of said land in fee simple, and that Grantor has good right and lawful authority to sell and convey said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

THIS IS NOT NOW, nor has it ever been, the homestead property of the Grantor.

**AGENT & BCC  
RETURN TO REAL ESTATE  
MANAGEMENT DIVISION**

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first above written.

Signed, sealed and delivered in the presence of:

Grantor:

Stacy Bohan  
Print Name: Stacy Bohan

[Signature]  
Lendsey D. Phillips

[Signature]  
Print Name: CLAUDIA BAEZ

STATE OF FLORIDA )  
 )ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2 day of June, 2021, by Lendsey D. Phillips, who  is personally known to me or  who produced a driver's license for identification

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires:

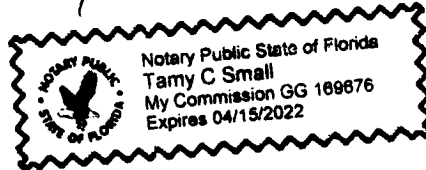


EXHIBIT A  
LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED LANDS ALL LYING, BEING SITUATE IN ORANGE COUNTY, FLORIDA:  
THE SOUTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 33  
EAST, LESS ROAD RIGHT OF WAY FOR FORT CHRISTMAS ROAD.

AND

THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 33 EAST.

AND

THE SOUTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH,  
RANGE 33 EAST.

ALSO DESCRIBED AS FOLLOWS (WRITTEN BY ALLEN & COMPANY, INC):

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 33 EAST, ORANGE  
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE  
RUN SOUTH 00°42'46" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF  
665.59 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHWEST  
1/4; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°28'30" WEST ALONG SAID NORTH LINE  
FOR A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF FORT CHRISTMAS ROAD  
(COUNTY ROAD 420) AS DESCRIBED IN OFFICIAL RECORDS BOOK 396, PAGES 180, 191 THROUGH  
192, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF  
BEGINNING; THENCE RUN SOUTH 00°42'46" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A  
DISTANCE OF 665.63 FEET TO THE SOUTH LINE OF AFORESAID SOUTH 1/2 OF THE NORTHEAST 1/4  
OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH  
89°24'20" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1294.38 FEET TO THE SOUTHWEST  
CORNER OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN  
NORTH 00°30'08" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4  
FOR A DISTANCE OF 1334.40 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE  
SOUTHWEST 1/4; THENCE RUN NORTH 00°36'46" WEST ALONG THE WEST LINE OF THE SOUTH 1/2  
OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF  
331.69 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 89°44'24" EAST ALONG THE NORTH  
LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4  
FOR A DISTANCE OF 659.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 00°38'52"  
EAST ALONG THE EAST LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4  
OF THE NORTHWEST 1/4 FOR A DISTANCE OF 329.44 FEET TO THE SOUTHEAST CORNER OF SAID  
SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN  
SOUTH 00°36'27" EAST ALONG THE EAST LINE OF AFORESAID NORTHWEST 1/4 OF THE NORTHEAST  
1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 666.40 FEET TO THE SOUTHEAST CORNER OF SAID  
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 89°28'30"  
EAST ALONG THE AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE  
SOUTHWEST 1/4 FOR A DISTANCE OF 630.96 FEET TO THE POINT OF BEGINNING.